



City of Avondale

City Council Meeting

Monday, June 17, 2019

Mayor and Council

Kenn Weise, Mayor

Pat Dennis, Vice Mayor

Tina Conde, Council Member | Bryan Kilgore, Council Member

Veronica Malone, Council Member | Curtis Nielson, Council Member

Mike Pineda, Council Member

Administration

Charles A. Montoya, City Manager

Gina Montes, Assistant City Manager

Michael Wawro, City Attorney

Marcella Carrillo, City Clerk

City Council Chambers

11465 West Civic Center Drive

Avondale, AZ 85323



City Council Meeting
Agenda
Monday, June 17, 2019

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

WORK SESSION
6:00 PM

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. COMMERCIAL AND INDUSTRIAL DESIGN MANUAL UPDATE

Staff will present Application PL-19-0074, a request by the City's Planning Division to update the design manual for Commercial and Industrial development. The update is intended to refine development design guidelines reflecting local best practices in design standards, new development trends, increased attention to sustainability in the development process, and changes to industry standards as well as to reflect the City's current level of expectation for quality development in Avondale.

3. AVONDALE STREET AND UTILITY IMPROVEMENT PROJECTS

Staff will present detail on scope, schedule and cost for the first three (3) years of the Avondale Street and Utility Improvement Program

4. 2019 LEGISLATIVE WRAP UP

Staff will provide a legislative wrap up of key bills heard during the 2019 Legislative Wrap Up.

5. ADJOURNMENT

Request to Speak: Anyone wishing to address the Council regarding items listed on the agenda or under unscheduled public appearance should fill out a card located at the back of the Council Chambers and hand it to the City Clerk prior to consideration of that agenda item.

REGULAR MEETING

7:00 PM

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

1. ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2. RECOGNITION ITEMS

a. RECOGNITION OF DR. ERNEST LARA, OUTGOING PRESIDENT OF ESTRELLA MOUNTAIN COMMUNITY COLLEGE

b. NEW EMPLOYEE INTRODUCTIONS - CITY ATTORNEY'S OFFICE

City Attorney, Michael Wawro, will introduce new employees of the City Attorney's Office:

- Nicholle Harris, Deputy City Attorney
- Stephen (Steve) Kemp, Assistant City Attorney
- Ben Ganados, Legal Services Supervisor/Paralegal
- Bobbie Colvin, Legal Support Specialist

3. UNSCHEDULED PUBLIC APPEARANCES

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

4. CONSENT AGENDA

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

a. MINUTES - RATIFICATION OF PAST MINUTES

City Council will consider a request to approve the May 3, 2018 City Council Meeting - Ratification of Past Minutes. The Council will take the appropriate action.

b. APPOINTMENT OF JUDGES PRO TEMPORE

City Council will consider a request to appoint four new judges pro tempore to two year terms expiring on June 1, 2021 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. ADJUSTMENTS TO FISCAL YEAR 2019 FUND TRANSFERS

City Council will consider a request to modify the approved interfund transfers for Fiscal Year 2018-19 (FY2019) budget. The Council will take appropriate action.

d. AUTHORIZATION TO THE RISK MANAGER TO PURCHASE VARIOUS INSURANCES

City Council will consider a request to authorize the Risk Manager to purchase Property, Auto, Liability, Crime, Environmental, Cyber and Workers' Compensation insurance for fiscal year 2019-2020 in the amount of \$879,172.80 and authorize the Mayor, City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. SERIES 12 (RESTAURANT) LIQUOR LICENSE - MOTOR CITY CONEY

City Council will consider a request to approve an application for a Series 12 (Restaurant) Liquor License submitted by Gregory Lee Dunn to sell all spirituous liquors at Motor City Coney located at 1473 N Dysart Road, #103, in Avondale and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. SERIES 12 (RESTAURANT) LIQUOR LICENSE - CLAIM JUMPER RESTAURANT

City Council will consider a request to approve an application for a Series 12 (Restaurant) Liquor License submitted by Amy S. Nations to sell all spirituous liquors at Claim Jumper Restaurant located at 10125 W McDowell Road in Avondale and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. PROFESSIONAL SERVICES AGREEMENT WITH ABACUS PROJECT MANAGEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR THE SENIOR AND RESOURCE CENTER AND THE POLICE EXPANSION PROJECTS

City Council will consider a request to approve a Professional Services Agreement with Abacus Project Management for Professional Consulting Services for the Senior and Resource Center and the Police Expansion Projects in an amount not to exceed \$288,697.41, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents and amendments. The Council will take appropriate action.

h. FIFTH AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH PCL CONSTRUCTION, INC. FOR A GUARANTEED MAXIMUM PRICE NO. 3 FOR THE WATER RECLAMATION FACILITY

City Council will consider a request to approve Contract Amendment No. 5 to the Construction Manager at Risk Agreement with PCL Construction, Inc., to establish the Guaranteed Maximum Price (GMP) No. 3 for the Water Reclamation Facility improvement project for \$527,679.77 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. THIRD AMENDMENT TO CONSTRUCTION CONTRACT WITH STANDARD CONSTRUCTION COMPANY INC. FOR CDBG STREET AND SIDEWALK IMPROVEMENT

City Council will consider a request to approve a Third Amendment to the CDBG Streets and Sidewalk Improvement Project construction contract with Standard Construction Company, Inc. in the amount of \$503,044.56, authorize the necessary budget transfers, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT WITH BOUND TREE MEDICAL, LLC FOR MEDICAL SUPPLIES

City Council will consider a request to approve a Cooperative Purchasing Agreement with Bound Tree Medical, LLC valid until January 31, 2020 for the purchase of emergency medical supplies for a maximum amount not to exceed \$150,000 over the term of the agreement and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. COOPERATIVE PURCHASING AGREEMENT WITH EMERGENCY VEHICLE GROUP, INC., FOR A FIRE SERVICE APPARATUS

City Council will consider a request to approve a Cooperative Purchasing Agreement through the Houston Galveston Area Council (HGAC) with Emergency Vehicle Group, Inc. for the purchase of a Fire Department Technical Support Vehicle and specified technical rescue equipment for a maximum amount not to exceed \$750,000 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

l. COOPERATIVE PURCHASING AGREEMENT WITH A TO Z EQUIPMENT RENTALS FOR HEAVY EQUIPMENT AND TOOL RENTAL

City Council will consider a request to approve a Cooperative Purchasing Agreement with A to Z Equipment Rental & Sales to provide heavy equipment rental in a maximum annual amount not to exceed \$45,000 and a maximum aggregate amount not to exceed \$225,000 over the five year contract term and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

m. COOPERATIVE PURCHASING AGREEMENT WITH BANK OF AMERICA FOR PURCHASING CARD (P-CARD) PROGRAM

City Council will consider a request to approve a Cooperative Purchasing Agreement (CPA) with Bank of America to provide purchasing card services and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

n. CONTRACT FOR SERVICES, LEASE AGREEMENT, AND ITEMIZED BUDGET - AREA AGENCY ON AGING FISCAL YEAR 2019-2020

City Council will consider a request to approve: (a) a contract with Area Agency on Aging (AAA) for fiscal year 2019-2020 in the amount of \$335,500; (b) a Vehicle Lease Agreement in the amount of \$4; and (c) adopt an itemized budget for Senior Center Program and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

o. RESOLUTION 3558-619 - AMENDMENT NUMBER 1 TO INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE VAN BUREN MULTI-USE PATH PROJECT

City Council will consider a request to adopt Resolution 3558-619 authorizing Amendment Number 1 to Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) to allow ADOT to oversee the construction of the Van Buren Multi-Use Path Project and authorize the Mayor, or City Manager and City Clerk, to execute the necessary documents. The Council will take appropriate action.

p. RESOLUTION 3559-619 - THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY ADMINISTERED BY THE HUMAN SERVICES DEPARTMENT

City Council will consider a request to adopt Resolution 3559-619 approving the third amendment to an Intergovernmental Agreement with the Maricopa County Human Services Board for a grant in the amount of \$79,744 for the provision of the Community Action Program (CAP) services, and authorize the Mayor, City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

q. RESOLUTION 3560-619 - INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF REVENUE FOR THE UNIFORM ADMINISTRATION OF THE CITY'S TRANSACTION PRIVILEGE TAX

City Council will consider a request to adopt Resolution 3560-619 approving an updated intergovernmental agreement with the State of Arizona Department of Revenue regarding the uniform administration, licensing, collection, and auditing of transaction privilege tax, use tax, severance tax, jet fuel excise tax, and rental occupancy tax imposed by the State or City and authorize the Mayor or City Manager and City Clerk to execute all necessary documents. The Council will take appropriate action.

r. RESOLUTION 3561-619 - GRANT AGREEMENT WITH FIRST THINGS FIRST SOUTHWEST MARICOPA REGIONAL PARTNERSHIP COUNCIL

City Council will consider a request to adopt Resolution 3561-619 authorizing the grant agreement with the First Things First Southwest Maricopa Regional Partnership Council to receive \$200,000 in funding and authorize the Mayor, City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

s. RESOLUTION 3562-619 - INTERGOVERNMENTAL AGREEMENT WITH THE GILA RIVER INDIAN COMMUNITY TO PURCHASE PROPERTY SOUTH OF ESTRELLA MOUNTAINS

City Council will consider a request to adopt Resolution 3562-619 approving an Intergovernmental Agreement (IGA) with the Gila River Indian Community (GRIC) for the purpose of acquiring approximately 17.97 acres of land for future use as right-of-way, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

t. RESOLUTION 3564-619 - INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES DEPARTMENT FOR SHELTER AND HOMELESS SUPPORT SERVICES

City Council will consider a request to adopt Resolution 3564-619, approving an intergovernmental agreement with the Maricopa County Human Services Department for a grant in the amount of \$100,000 for the provision of emergency shelter services, outreach, and case management to people experiencing homelessness in Avondale, and authorize the Mayor, City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

u. RESOLUTION 3555-619 - CABLE TELEVISION SYSTEMS - UNIFORM VIDEO SERVICE LICENSE AGREEMENTS

City Council will consider a request to adopt Resolution 3555-619, declaring the City's adoption of the Uniform License Agreement, Application, and Affidavit to comply with Arizona State law governing Video Service License Agreements by providing for a uniform license agreement and a standard form of application and affidavit and declare an emergency. The Council will take appropriate action.

v. FINAL PLAT OF PARK 10 PHASE 2 (APPLICATION PL-19-0034)

City Council will consider a request by Mr. Jeff D. Behrana, Optimus Design Group, for approval of a Final Plat of Park 10 Phase 2. The proposed Final Plat will divide an existing 11.6-acre parcel (Lot 5 of Park 10 Phase 1) into three lots, dedicate right-of-way for a new deceleration lane, and dedicate a water easement to accommodate water meters for the Portillo's Hot Dogs building and Shops B building currently under construction. The site is located west of the southwest corner of McDowell Road and 103rd Avenue. The Council will take appropriate action.

w. MY PLACE HOTELS RE-PLAT OF LOT A, AVONDALE CITY CENTER PHASE 3 (APPLICATION PL-18-0166)

City Council will consider a request by Mr. David Gustafson, Second Place, LLC., for approval of a Re-Plat of Lot A, Avondale City Center Phase 3 located at the northeast corner of Avondale Boulevard and Dale Earnhardt Drive. The proposed Re-Plat will subdivide 5.54-acres into two (2) lots, dedicate 315 square feet of public right-of-way, and a 30-foot shared access easement for development of the My Place Hotels site. The Council will take appropriate action.

5. REGULAR AGENDA

a. RESOLUTION 3563-619 - SETTING THE FISCAL YEAR 2019-2020 PRIMARY AND SECONDARY PROPERTY TAX LEVY

City Council will consider a request to adopt Resolution 3563-619 setting the primary and secondary property tax levy for the fiscal year ending June 30, 2020.

6. ADJOURNMENT

Council Members of the City of Avondale will attend either in person or by telephone conference call.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica.

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

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

CITY COUNCIL REPORT

SUBJECT: Commercial and Industrial Design Manual Update

MEETING DATE: 6/17/2019

TO: Mayor and Council

FROM: Tracy Stevens, Development & Engineering Services Department Director

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

Staff will present Application PL-19-0074, a request by the City's Planning Division to update the design manual for Commercial and Industrial development. The update is intended to refine development design guidelines reflecting local best practices in design standards, new development trends, increased attention to sustainability in the development process, and changes to industry standards as well as to reflect the City's current level of expectation for quality development in Avondale.

BACKGROUND:

The City's Commercial/Industrial/Multi-Family Design Manual was adopted in February 2008 serving as a policy document with guidelines for the City's building architecture and site design expectations. This manual supplements the City's Zoning Ordinance site development standards. With new development coming forth in Avondale, it is an appropriate time to update the Design Manual with new development design expectations in alignment with current building and site design practices.

The proposed design guidelines are divided into two separate manuals; the Commercial and Industrial Design Manual and the Multi-Family Residential Design Manual. The guidelines include criteria from environmental sustainability, such as green building, and low impact development, to building design and crime prevention.

DISCUSSION:

The Commercial and Industrial Design Manual (this "Manual") is intended to promote physical activity and health in the design of Commercial and Industrial projects. The City of Avondale encourages the creative and innovative use of current and emerging development practices and seeks to strike a balance between the needs of the commercial and industrial industry, the employer, employee, City, consumer, and the resident. The Commercial and Industrial Design Manual seeks to provide project designers the City's expectations for commercial and industrial development.

Avondale's Strategic Plan outlines the desire to foster sustainable community development that creates a sense of place for residents and local businesses that are unified by pride and common values. This Manual provides a framework so that commercial and industrial developments offer a variety of diverse and attractive building architecture, site design, and functionality; encouraging uniquely designed developments throughout the City; eliminating redundancy by encouraging a variety of architectural styles and site design elements; and promote architectural variety and diversity with contextualism for mass, scale, and material. In addition, design criteria include providing shaded areas and a pedestrian-oriented environment.

This Manual furthers the goals and policies in the City's General Plan 2030 and Strategic Plan. This includes emphasizing visual character, health, environmentally conscious design, and pedestrian-friendly opportunities to establish a healthy sustainable community. The Manual encourages environmentally-sensitive green building and site design. Compliance with the Manual is required and will be evaluated during the entitlement and design review process.

PUBLIC PARTICIPATION:

Planning Staff provided a copy of the draft Commercial and Industrial Design Manual to Valley Partnership. They reached out to their contacts; however, no feedback was received. In addition, a copy of the draft Manual has been posted on the City's website on the Development & Engineering Services Department page and on aVOICE. Interested development clientele have also received a copy of the draft Manual.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

The Design Manual update is provided to the City Council for information, feedback, and direction.



DRAFT

Commercial & Industrial Design Manual

Promoting Physical Activity and Health in Design

DRAFT VERSION AS OF 05/23/19

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RESOLUTION NO. _____

DRAFT

INTRODUCTION

The Commercial and Industrial Design Manual is intended to promote physical activity and health in the design of development projects. The City of Avondale encourages the creative and innovative use of current and emerging development practices and seeks to strike a balance between the needs of the commercial and industrial industry, the employer, employee, City, consumer, and the resident. The Commercial and Industrial Design Manual (this “Manual”) seeks to provide project designers the City’s expectations for commercial and industrial development.

PURPOSE AND INTENT

This Manual is designed to further the goals and policies in the City of Avondale’s General Plan 2030 and Strategic Plan. This includes emphasizing visual character, health, environmentally conscious design, and pedestrian-friendly opportunities to establish a healthy sustainable community. Avondale’s Strategic Plan outlines the desire to foster sustainable community development that creates a sense of place for residents and local businesses that are unified by pride and common values. Compliance with the Manual is required and will be evaluated during the entitlement and design review process.

Serving in conjunction with the General Plan, Strategic Plan, Zoning Ordinance, Subdivision Regulations, and General Engineering Requirements, this Manual was prepared to promote and create a sense of community, livability, and unique identity for the residents of Avondale. The intent of this Manual is to provide a set of specific criteria that will achieve the City’s design expectations by:

- Providing a framework so that commercial and industrial developments offer a variety of diverse and attractive building architecture, site design, and functionality.
 - Encouraging uniquely designed developments throughout the City.
 - Eliminating redundancy by encouraging a variety of architectural styles and site design elements.
 - Promote architectural variety and diversity with contextualism for mass, scale, and material.
- Providing an innovative commercial or industrial site layout that creates walkable, safe, pedestrian-friendly, and sustainable commercial centers, industrial and business park developments with usable amenities, open space, and sustainable features.
- Ensuring streets follow the City's hierarchy of classifications and are designed to conform to the City's General Engineering Requirements, maintaining arterial and collector grid systems that are designed to meet the half-mile and one-mile spacing standards.

- Master planning phased projects so that circulation and other on-site considerations can be addressed such as grading and drainage, parking, building arrangement, and landscape.

Discretionary Decision Making

City staff will review all site and building design review applications to determine conformance with this Manual, the Zoning Ordinance, and any other applicable City development code requirements. Every project is unique and requires some decisions to be made on a case-by-case basis. While some provisions of this Manual include quantitative standards, most require qualitative interpretation. The Zoning Administrator has the latitude to interpret this Manual and to permit flexibility so long as proposed projects meet the intent of this Manual.

DESIGN REVIEW

An applicant who desires to change only a portion of their existing building should comply with all design guidelines related to the portion changed. If proposed modifications affect more than fifty (50) percent of any facade visible to public parking areas or public right-of-way, or City staff determines that the proposed changes are significant, the project will be evaluated to determine if all items discussed in this Manual have been considered.

All the following will require a submittal of a site plan and design review application:

- Exterior building alterations, including paint color changes
- Changes to landscape design, except for dead plant replacement
- Installation of new or changes to existing site or building lighting
- Re-configuration or modifications of parking and circulation areas
- New fences and walls
- Changes to a site's grading and drainage

Appeals

An appeal of the City's Development Review Committee's design review decision may be submitted to the Planning Division within fifteen (15) business days of the Committee's decision and accompanied by a nonrefundable application fee. Upon written request of the applicant, the Zoning Administrator shall schedule the appeal hearing for a regularly scheduled Planning Commission meeting. The Planning Commission shall review the site plan and design review application and decide as to whether the required findings have been met and approve, approve with stipulations, or deny the appeal. A majority vote of the Planning Commission is necessary to make a finding on the appeal.

SUSTAINABLE AND HEALTHY DESIGN

The City of Avondale has a commitment to protecting the environment, improving the quality of life, and promoting sustainability. Through the City's General Plan 2030 and the Strategic Plan, sustainable development is a priority as well as promoting physical activity and health through design. Conventional design and construction methods produce buildings that can negatively impact the environment as well as occupant health and productivity. These buildings are expensive to operate and contribute to excessive resource consumption, waste generation, and pollution. Architects and designers can help to significantly improve the health and well-being of the City of Avondale's population through design. Avondale encourages environmentally sensitive green building and site design.

The City promotes the following criteria designed to encourage the development of "green" buildings without forcing excessive costs or other burdens upon developers, building owners, or occupants. It is recommended that all projects utilize energy-efficient components and building materials to conserve energy, promote sustainability, and meet the goals and objectives of the City's Strategic Plan and General Plan 2030.

All new developments need to be designed in accordance with the City's Street Tree Master Plan and need to provide full canopy coverage over walkways.

All businesses that are registered with the City as a Certified Green Business will receive expedited review.

Green Building Strategies

Most of the location, orientation, and massing decisions made in the early stages of design have a profound effect on the energy and environmental impacts of buildings. This is particularly the case for solar-responsive, daylighting, and natural cooling design where early decisions establish the potential for passive renewable energy use. Other environmental strategies such as stormwater management are also greatly influenced by site planning.

Daylight, Views, and Natural Cooling

Examples of design elements to include that encourage passive renewable energy use are as follows:

- Floor plan depth is the most important single consideration that affects the potential for daylighting, exterior views, and natural ventilation. Floor plans with relatively narrow wings, such as I-, H-, U-, or T-shaped plans ensure that most interior spaces have good access to natural light and winds. Courtyards and atriums can also be used to bring light and air to surrounding narrow spaces.
- Incorporate light shelves, prismatic glazing, and other reflective systems to redirect daylight and extend naturally lit interior space to 30 to 35 feet deep.

- Bring outdoor air into one side of a space and exhausting it on an adjacent or opposite side for narrow floor plans to increase the potential for effective cross-ventilation and achieve a well-designed natural cooling strategy.

Solar

Where site conditions permit, provide landscaping or other shade structures to reduce the amount of sun on the building as an effective method of solar control.

Locate buildings toward the southwest, south, or west sides of a site to provide shade for lower floors from neighboring buildings.

Orient buildings so that the short wall, narrowest portion of the building, faces west or southwest for the least solar gain in the summer.

Place vertical space used for circulation and services such as staircases, elevators, electrical cables, water pipes, and risers at the southwest or west ends to buffer interior spaces from afternoon solar gain.

Consider solar generation products designed to be incorporated into wall and roof assemblies such as “solar shingles”, panels designed to integrate into curtain walls, and etching techniques designed to be used as sunshades.

LOW IMPACT DEVELOPMENT

Low Impact Development (LID) is an approach to land development or redevelopment that works with nature to manage stormwater as close to its source as possible. LID looks at stormwater as a resource rather than a waste product and employs strategies such as bioretention facilities, rain gardens, vegetated rooftops, rain barrels, and permeable pavements to create functional and appealing site drainage. By implementing LID principles and practices, water can be managed in a way that reduces the impact of built areas and promotes the natural movement of water within an ecosystem or watershed.



GI/LID Practices	REDUCES STORM-WATER RUNOFF		INCREASES AVAILABLE WATER SUPPLY		IMPROVES COMMUNITY LIVABILITY			
	Reduces Flooding	Improves Stormwater Quality	Reduces Potable Water Demand	Provides Storage for Future Use	Reduces Urban Heat Island	Provides Vegetation for Shade	Improves Aesthetics	Provides Wildlife Habitat
STORMWATER HARVESTING BASINS								
SWALES								
BIORETENTION SYSTEMS								
INFILTRATION TRENCHES								
DRY WELLS								
CISTERNS								
PERVIOUS PAVEMENT								

Yes
 In Some Cases
 No

LID practices provide multiple benefits for the environment and the community to maximize mutual environmental, social, and economic benefits. A LID feature may benefit property values and increase customer attraction, provide services which contribute to ecosystem health, and can be utilized as a community gathering or recreational space for residents.

Design Features

Meander retention areas paired with recreational pathways through the development to create a connected green-space amenity such as a greenbelt to encourage maximum recreational use.

Contour the sides and bottoms of the basins to create a natural looking appearance. Use varied slopes and curvilinear edges to create a more natural looking facility instead of rectangular forms and long stretches.



Maximize water permeability by minimizing soil disturbance and compaction in planned landscape areas, reducing paved areas, using permeable paving materials, and preserving open space drainageways when feasible.

Design water features specifically for rainwater harvesting to reduce on-site potable water demands.

Incorporate plants and design themes to support naturalistic landscapes that provide a sense of place in concert with the local natural environment.



Utilize low water use native or desert-adapted drought tolerant plants incorporating at least seventy-five (75) percent of selected plants being local native species.



WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA (WIFA) GREEN PROJECT RESERVE

WIFA's green criteria are based on EPA's Clean Water and Drinking Water State Revolving Fund Green Project Reserve criteria. While many traditional projects are intended to protect the environment, they do not necessarily meet the criteria to be considered green. Green projects may be for planning, design, and/or construction activities. Either the entire project or only a component of the project can be identified as green. Commercial and industrial developments are highly encouraged to incorporate green stormwater elements. WIFA's Green Stormwater Project examples include:

- Green infrastructure, low impact development, porous pavement, green roofs, stormwater reuse, harvesting, bioretention, curb cuts, riparian improvements, and planter boxes. For more information visit the Environmental Protection Agency (EPA) Green Infrastructure website for design and implementation tools, <https://www.epa.gov/green-infrastructure>
- Limited water resources can be a barrier to green infrastructure in arid and semiarid regions. Projects should include the following Xeriscape principles to conserve water resources:
 - **Create a plan** that balances water usage, rainwater supply, and demand such as an annual and monthly water budget for native and exotic plant maintenance.
 - **Install low water use plants** to reduce, if not eliminate, the irrigation requirements of green infrastructure practices by using native and drought-tolerant plants.
 - **Install efficient irrigation systems** and group plants according to their water needs, adjusting the frequency and depth of irrigation according to plant type, plant maturity, and season.
 - **Consider soil** amendments by adding organic material to poor soil to aide in retaining soil moisture, sustaining vegetation, and treating stormwater runoff.
 - **Install organic mulches** to increase water retention and pollutant removal while building soil structure and suppressing weeds for desert plantings that are mulch tolerant.

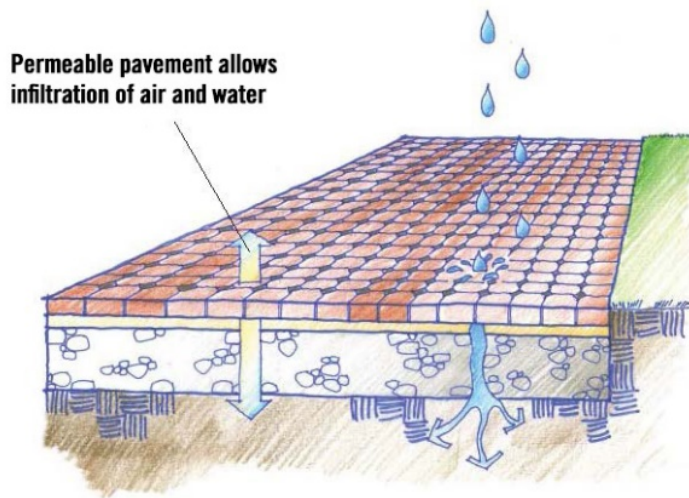
Green Stormwater Infrastructure

Green stormwater infrastructure (GSI) is a cost-effective, resilient approach to manage stormwater by reducing and treating stormwater at its source while delivering environmental, social, and economic benefits. Projects that incorporate GSI, which is a low impact development application, further the City of Avondale's sustainability goals.

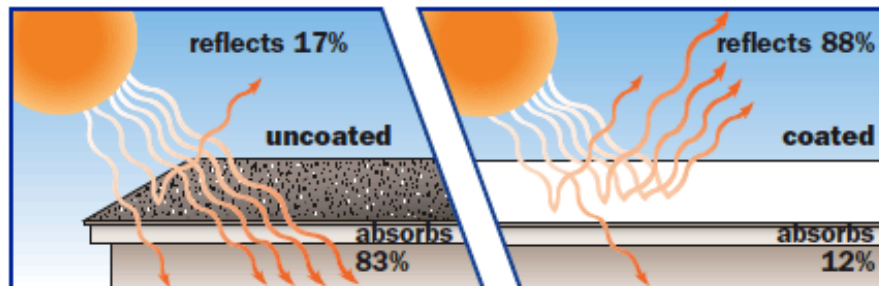


Examples of GSI in commercial and industrial site design include the following:

- Porous pavement/permeable pavers



- Green roofs



- Right-of-way design features



- Bioretention



- Bioswales



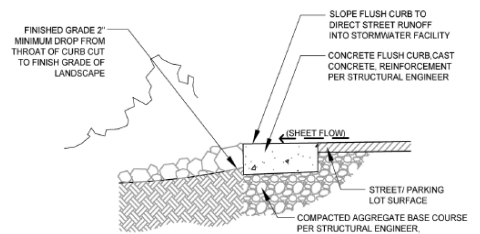
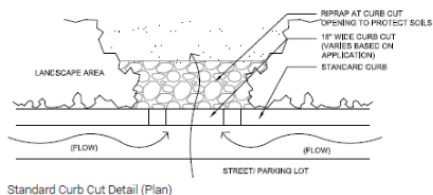
University of Arizona retrofitted their parking lot landscape buffer with a swale to capture runoff.



- Curb cuts or flush curbs



A Standard Curb Cut allows runoff to enter a lower landscaped area.



CONCRETE FLUSH CURB - SECTION VIEW

- Riparian improvements
- Active rainwater harvesting

For more information visit the Environmental Protection Agency (EPA) Green Infrastructure website for design and implementation tools.

Green Pavement Surfaces

Utilize impervious pavement, concrete and asphalt, only where regular car, bus, and/or truck traffic is expected. In other locations, install surfaces that encourage non-automobile traffic and allow stormwater infiltration.

For parking and highly used bicycle and pedestrian areas, utilize porous asphalt, paver blocks, or large aggregate concrete. Crushed stone or brick is recommended for lightly used pedestrian paths.

Where impervious surfaces are required, recycled asphalt and recycled concrete are encouraged.

Provide curb cuts and slope hardscape landscaping features to allow water flow to permeable surfaces.

Sustainable Roof

Consider the following parameters for designing a sustainable roof:

For a minimum of seventy-five (75) percent of the total roof surface, a Solar Reflectance Index (SRI) of 78 or higher for a roof with a slope of 2:12 or less, or 29 or higher for a roof with a slope greater than 2:12.

For a minimum of seventy-five (75) percent of the total roof surface, provide a combined vegetated roof with rainwater collection system and SRI compliant roof.

For a minimum of fifty (50) percent of the total roof surface, a vegetated roof.

For a minimum of fifty (50) percent of the total roof surface, a rainwater collection system connected to an irrigation system or other building system through piping.

COMMERCIAL SITE DESIGN

Providing a unique sense of place with each commercial development should be taken into consideration during the design process. Appropriately scaled buildings that avoid strip development patterns and concentrate on the natural environment and outdoor venues that promote pedestrian interaction is the priority. Commercial centers that incorporate creative design, outdoor activity centers, water play, turf areas with amenities such as chess games, Wi-Fi, charging stations, open markets, pedestrian shade with connectivity, and ease of access to bike paths are all elements to a good development plan.



The following site and building design elements include written and illustrated design concepts related to the basic quality of site layout and building architecture to achieve high quality commercial development. This portion of the Manual addresses each of these elements in general terms and establishes the basic principles for good design which should be incorporated into all projects throughout the City. Items contained in this chapter should not be viewed as standing alone but rather in concert with the more specific guidelines found in the subsequent sections of this Manual.

Site Design

- A. Employ an overall project theme including walls, entry areas, and landscaping in line with a mutually sustainable and aesthetic character.
 1. Carry a distinct entrance theme throughout the development.
 2. Design primary and secondary entrances to a development to create a sense of arrival with landscaping, decorative walls, lighting, pavement, art, or other elements.
- B. Provide enhanced landscaping including large specimen trees and landscaped medians at entrances utilizing LID stormwater harvesting features and graded to accept stormwater from adjacent hardscapes.
- C. Design entry landscape medians at a minimum of seven (7) feet wide to accommodate planting of trees, LID design, and stormwater retention.
- D. Utilize pervious surfaces, such as permeable pavers and concrete, wherever possible instead of conventional concrete and asphalt to reduce stormwater runoff and heat adding to urban heat island.

- E. Avoid large, open un-shaded paved pedestrian areas on all sides of buildings prone to summer sun exposure throughout the afternoon and evening.
- F. Incorporate active design elements to promote physical activity.
- G. Locate common plazas and seating areas in a central location within the development avoiding a site's perimeter.



- H. When designing offices and commercial spaces, provide exercise facilities or walking paths nearby.
- I. For sites containing more than one building, structures should be clustered to create usable pedestrian plazas and outdoor spaces. For sites where clustering may not be practical, visual linkages between buildings should be established through the introduction of arcade systems, trellises, or other similar features.

- J. Outdoor spaces should have clear, recognizable shapes that reflect careful planning and should not appear as a remnant between buildings. These spaces should be designed to maximize shaded pedestrian areas using shade tree canopies or shade structures. Pedestrian seating should be provided where appropriate.



- K. Circulation and building layout should promote comfortable, convenient, and safe movement within and through the site. This includes maintaining and enhancing pedestrian and bike access and access to existing or planned public transportation features both adjacent to and on site.
- L. Provide decorative bike racks throughout the development and locate buildings and entrances near public transit stops and along transit corridors.
- M. Utilize a site's natural and/or constructed stormwater drainage features to serve as landscape amenities such as along recreational pathways or near building fronts and entrances to help add to site green design and cooling capacity.
- N. Drive-through pads along entryways and along arterial and collector streets need to be designed to minimize drive-through lane views. The drive-through and awnings need to be integrated with the building's design.

- O. Rear service areas, fire exit doors, service entrance section cabinets (SES), trash containment, and the like along and visible from entryways need to be integrated with the building's design. Recessing a SES cabinet into building wall planes is preferred. Screening elements should include solid walls, decorative gates, and materials and paint colors to match the building's architecture.
- P. Locate trash enclosures in close proximity to buildings in order to allow convenient access by employees.

COMMERCIAL BUILDING DESIGN

- A. Incorporate active design elements to promote physical activity and health in design.
- B. Provide multiple entries and maximum transparency along the street to help enliven the pedestrian environment.
- C. Incorporate canopies and awnings into building façades.
- D. Design building massing to enhance nearby parks, plazas, and open spaces.
- E. Maximize variety, detail, and continuity on the lower one-to-two floors of the building exterior for multi-story buildings.
- F. Build for biophilic design to support people's health and well-being in the built environment such as the following:
 - 1. Orient buildings to provide view of rain, natural daylight, and shading.
 - 2. Incorporate living green walls, gardens, and natural materials such as wood, stone, flowers, and plants from the local area.
 - 3. Provide metal products such as raw steel for a natural element.



- G. New buildings proposed in areas that have a well-defined and desirable character should be compatible with or complement the architectural character and siting pattern of nearby buildings.
- H. New buildings proposed in other areas should reinvigorate the area by introducing more desirable features.



Features that should be used to integrate new buildings include fenestration patterns, building proportions, roof forms, and/or building materials.

- I. Create a well-proportioned and unified building form and exhibit an overall architectural concept of design elements, details, and massing
- J. Building exteriors should be constructed of durable and maintainable materials that are attractive even when viewed up close. Materials that have texture, pattern, and a high quality of detailing are expected.
- K. Avoid large blank walls facing the street and incorporate four-sided architecture.
- L. Incorporate recessed windows, curtain walls, wall plane elements, to break up wall plane massing at appropriate intervals.
- M. Provide convenient, identifiable, and attractive access to the building's entry with seating areas. To ensure comfort and security along paths provide lighted areas that are protected from the weather.
- N. Design prominent and attractive stairs for everyday use and exercise in the form of a grand staircase or fire stairs that also serve as a principle means of travel.
- O. Locate stairs near the building's entrance to encourage use of them versus elevators and make them wide enough to accommodate travel in groups in two directions.
- P. Use articulated and unique stair compositions such as a grand, sculptural staircase and exciting stair construction incorporating artwork into the stair environment, natural ventilation, and select bright and inviting colors.
- Q. Where possible, landscaping should reinforce the character of the development and abutting streetscape while enhancing the architecture of the building project. Possibilities include special pavements, trellises, screen walls, fountains, planters, and site furniture.
- R. To reduce the perceived scale of buildings, façades need to include treatments for every fifty (50) feet of building length. In addition, vary rooflines including parapet heights and widths, and wall plane massing to provide horizontal design variation.



INDUSTRIAL SITE DESIGN

Employ an overall project theme including walls, entry areas, and landscaping in line with a

mutually sustainable and aesthetic character. Building placement and orientation, open space, landscaping, access, circulation, parking, grading, and lighting are all important components of designing a functional, aesthetically pleasing site.

A. Criteria that needs to be considered when designing a site in Avondale includes:

- Entry features reflect the overall architectural identity, character, and theme of the development creating a sense of arrival.

- For sites containing more than one building, cluster structures to create usable pedestrian plazas and outdoor spaces; provide a campus-setting site layout. For sites where clustering may not be practical, establish visual linkages between buildings through the introduction of arcade systems, trellises, or other similar features to achieve a campus-like atmosphere. Site furniture, lighting, and signage should be integrated throughout the development, creating an overall development theme.



- Outdoor spaces should have clear, recognizable shapes that reflect careful planning and should not appear as a remnant between buildings. These spaces should be designed to maximize shaded pedestrian areas using shade tree canopies or shade structures. Pedestrian seating and/or employee outdoor spaces should be provided where appropriate. Locate seating areas contiguous to buildings for convenient access by employees.



- Design the spatial relationship of buildings on a site providing for safe pedestrian access.
- Rear service areas, fire exit doors, service entrance section cabinets (SES), trash containment, and the like along and visible from entryways need to be integrated with the building's design. Recessing a SES cabinet into building wall planes is preferred. Screening elements should include solid walls, decorative gates, and materials and paint colors to match the building's architecture.

- B. Provide enhanced landscaping including large specimen trees and landscaped medians at entrances utilizing LID stormwater harvesting features and graded to accept stormwater from adjacent hardscapes.
- C. Design entry landscape medians at a minimum of seven (7) feet wide to accommodate planting of trees, LID design, and stormwater retention.
- D. Integrate LID features and apply Xeriscape and water conservation practices to the greatest extent possible in all design features.
- E. Utilize pervious surfaces, such as permeable pavers and concrete, wherever possible instead of conventional concrete and asphalt to reduce stormwater runoff and heat adding to urban heat island.
- F. Include enhanced wall materials such as stone, brick, tile, or other sustainable materials, other than ordinary block walls to create an integrated design. Short screen walls should be minimized where landscape and shrubs can be provided in lieu of the wall.
- G. Incorporate LED street lights, landscaping, and accent paving at entries and crosswalks throughout the development.
- H. Entries to industrial buildings should portray a high-quality office appearance while being architecturally tied into the overall building mass and building composition. Windows and doors are key elements and should relate to the scale of the elevation on which they appear. Windows and doors can establish character by the placement and variety.
- I. Recessed openings to provide depth and contrast to elevation planes. Enhance primary and secondary entrances with landscaping, decorative walls and pavement, lighting, art, or other elements.
- J. Truck dock and loading areas need to be screened by decorative wall systems, landscaping, and away from pedestrian connections.
- K. Design warehouse roll-up doors to be architecturally integrated with the building design through style and/or paint colors.
- L. Along freeways and major arterial street frontages, bay doors, truck docks, cross-dock areas, and the like need to be internal to the site's design; not along the site's perimeter.
- M. Where allowed, locate outdoor storage and service yards in areas least visible from public rights-of-way or view. Completely enclose outdoor storage yards shall by a decorative block wall that is at least eight (8) feet in height.
- N. Install mature landscaping at the base of long building walls to help break up façades.
- O. Include internal gyms with changing rooms, showers, and lockers to allow employees the year-

round opportunity to bicycle or jog to work, and exercise during the day within buildings greater than 50,000 square feet.

- P. Provide bike racks, exercise stations, and outdoor eating areas for employees.
- Q. Provide indoor or outdoor bicycle parking/storage for use by visitors or employees. All required outdoor bicycle parking should be located closer to main building entrances than automobile parking spaces.

INDUSTRIAL BUILDING DESIGN

Industrial and commerce park buildings are expected to utilize quality materials in their design. The use of various materials, whether masonry, concrete texturing or block used as an accent, glass, stucco, stone, or marble can produce effects of texture and relief that provide character. Buildings should include vertical and horizontal building wall plane relief including projecting and recessed wall plane elements, fin façade systems, metal awnings, asymmetrical design, paint color and building material variation, and enhanced covered front entry design through glazing, recessed elements, lighting, and like elements.



- A. Incorporate active design elements to promote physical activity and health in design such as the following:
 - 1. Provide multiple entries and maximum transparency along the street to help enliven the pedestrian environment.
 - 2. Incorporate canopies and awnings into building façades to provide shade and encourage outdoor work areas.
 - 3. Carefully incorporate stairs and ramps as building design features.
 - 4. Maximize variety, detail, and continuity on the lower one-to-two floors of the building exterior for multi-story buildings.
- B. Build for biophilic design to support people's health and well-being in the built environment such as:
 - 1. Design buildings that mimic places in nature that make us feel good, incorporating natural light and views.
 - 2. Orient buildings to provide view of rain, natural daylight, and shading.

3. Incorporate living green walls, gardens, natural materials such as wood, stone, flowers, and plants from the local area.
 4. Provide metal products such as raw steel for a natural element.
- C. Projects should be compatible with the scale of nearby existing and anticipated development and should provide a sensitive transition to existing development.
 - D. Long, blank wall planes often associated with industrial projects to be broken up by varying the wall plane at a minimum of one variation per fifty (50) linear feet. Varying the front setback of a building façade is strongly encouraged.
 - E. Provide roofline height variation to add building interest from streets and adjacent properties.
 - F. Building design elements, details, and massing should create a well-proportioned and unified building form and exhibit an overall architectural concept.
 - G. Construct exteriors of durable and maintainable materials that are attractive even when viewed up close. Materials that have texture, pattern, and a high quality of detailing are greatly encouraged. Avoid large blank walls facing the street and design buildings to achieve four-sided architecture.
 - H. Provide convenient, identifiable, and attractive access to entry. To ensure comfort and security, light paths and entry areas and ensure they are protected from the weather.
 - I. Design prominent and attractive stairs for everyday use and exercise in the form of a grand staircase or fire stairs that also serve as a principle means of travel, are close to natural light and are visible.
 - J. Locate stairs near the building's entrance to encourage use of stairs versus elevators and construct wide enough to accommodate travel in groups in two directions.
 - K. Use articulated and unique stair compositions such as a grand, sculptural staircase and exciting stair construction incorporating artwork into the stair environment, natural ventilation, and select bright and inviting colors.
 - L. Where possible, landscaping should reinforce the character of the development and abutting streetscape while enhancing the architecture of the building project. Possibilities include special pavements, trellises, screen walls, fountains, planters, and site furniture.
 - M. To reduce the perceived scale of buildings, façades need to include treatments from the list below for every fifty (50) feet of building length as appropriate, per Table 1-2 below.

Table 1-2:

Building Length (feet)	Number of Façade Treatments Required
0-50	2
51-80	4

81-110	6
Greater than 110	8

Include each of the façade treatments into a building's design where necessary:

1. Reveals and projections
2. Offsets, measuring at least four (4) feet in depth
3. A vertical architectural treatment, a minimum of twelve (12) inches
4. Color, texture, or material change
5. Architectural banding
6. Awnings and trellis'
7. Decorative parapet, such as arched, arched gabled, stepped, or cornice treatments
8. Covered walkways
9. Variations in roof forms/heights
10. Deep-set windows with mullions or decorative glazing
11. Ground-level arcades or upper balconies or galleries
12. Columns or pillars with stone/rock
13. Fin façade systems
14. Marble, brick, stone, tile accents
15. Artwork

CIRCULATION

Transportation and on-site circulation effects almost every aspect of a site, overall project design, convenience, and livability. Each project must take into consideration the adjacent parcels, ingress and ingress, ease of the consumer, safety of the pedestrian, and overall success of the business.

Developments need to be proactive in addressing traffic impacts with new developments in relation to growth in surrounding areas. A Traffic Impact Study or Traffic Impact Analysis may be required to address existing and future traffic demands related to a project as well as surrounding areas. The following design items should be used in conjunction with the general concepts found within this Manual.

- A. Provide direct and safe pedestrian access to adjacent or nearby transit.
- B. Encourage a walkable, pedestrian-friendly environment that is devoid of large, unoccupied spaces and promotes mobility equity for all ages and abilities.
- C. Design mobility networks in conjunction with shade tree canopy landscaping.
- D. Incorporate and expand alternative transportation networks including bike lanes, shared use paths, enhanced public transportation access points, bike share facilities, and park and ride areas.
- E. Phase projects must provide an overall phasing plan of future connections or driveways and on-site access to all potential/future development within the overall site.
- F. All parking areas need to be designed in accordance with ADA guidelines, Fire Department standards, and the Avondale's Zoning Ordinance.

- G. Identify conflict points with onsite circulation and service vehicle zones and mitigate
- H. Keep vehicular circulation away from direct pedestrian connections where possible.
- I. Angled parking is highly encouraged for larger parking lots which can accommodate one-way aisles or neo-traditional developments which provide parking along public or private streets.

Multimodal streets elements can be incorporated into development design and layout by considering the multimodal streets guiding principles with emphasis given to sustainable, alternative transportation modes. Commercial and industrial development should follow established design standards that provide guidance on multimodal mobility design to support and connect to multimodal streets. These may include, but are not limited to, the following:



- Institute of Transportation Engineers (ITE), *Designing Walkable Urban Thoroughfares: A Context Sensitive Approach*
- National Association of City Transportation Officials (NACTO), *Urban Street Design Guide*
- National Association of City Transportation Officials (NACTO), *Urban Bikeway Design Guide*

Multimodal streets are a way of designing and building streets that focus on creating a safe and welcoming experience for all people regardless of their age, ability, income, race, or ethnicity, whether they are walking, biking, driving, or taking public transit.

There is no singular design prescription for multimodal streets; each one is unique and responds to its community context. A multimodal street may include sidewalks, bike lanes, wide paved shoulders, special bus lanes, comfortable and accessible public transportation stops, frequent and safe crossing opportunities, median islands, accessible pedestrian signals, curb extensions, narrower travel lanes, roundabouts, and more.

Multimodal streets design elements, such as bike paths and pedestrian-friendly sidewalks, may be integrated with LID and GSI strategies to provide further sustainable performance and social benefits to site users. The following guiding multimodal street principles provide a framework for integrating multimodal streets approach into new development.

- **Safety:** Provide a safe travel experience to all and design for safety strategies to eliminate preventable traffic fatalities.
- **Accessibility, Equity, Diversity, and Inclusivity:** Implement multimodal streets elements equitably and inclusively throughout the development and in connection to City elements.

- **Land Use:** Incorporate context sensitive, flexible design approaches and consider the surrounding community's current and expected land use and transportation needs in an interconnected manner.
- **Environment and Health:** Support the health and well-being of residents, visitors, and employees, and the natural environment by enhancing sustainable travel options, providing opportunities for physical activity through active transportation such as walking and biking, improving air quality through reduced vehicle emissions, mitigating urban heat island effect, utilizing stormwater runoff and decreasing stormwater pollutants, and maximizing shade trees and vegetation.
- **Economic Vitality:** Help stimulate economic development by supporting business and job creation and fostering a more resilient workforce that has greater access to employment opportunities through improved travel options.

Shared Transportation Facilities

- For all commercial and industrial buildings, or complexes larger than 50,000 square feet, reserve ten (10) percent of required automobile parking spaces for carpooling, vanpooling, and alternative fuel vehicles, including hybrid vehicles.
- Carpool, vanpool, and alternative vehicle spaces should be located closer to main building entrances than single-user automobile parking.
- Provide covered parking and charging stations throughout the development.
- Utilize prominent signage to draw attention to parking and pick-up areas for carpool and vanpool parking.
- Provide attractive and comfortable waiting areas to encourage carpool and vanpool commuters. Waiting areas should be designed with sunshades, shade trees, and seating.
- Ensure commuter safety by designing lobby space in buildings that view waiting, pick-up and drop-off areas, good lighting, and if necessary, prominent surveillance cameras.

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN

Crime Prevention Through Environmental Design, or CPTED (pronounced sep-ted), is a crime prevention philosophy based on the theory that proper design and effective use of the built environment can lead to a reduction in the fear and incidence of crime. It focuses on the positive use of a space and natural elements to maintain a sustainable quality of life for intended users, while offering a sense of security by increasing the difficulty for criminal or abnormal activities. The principles of CPTED, which are natural access control, natural surveillance, territoriality, and maintenance, when integrated with the principles of physical security present a unique approach

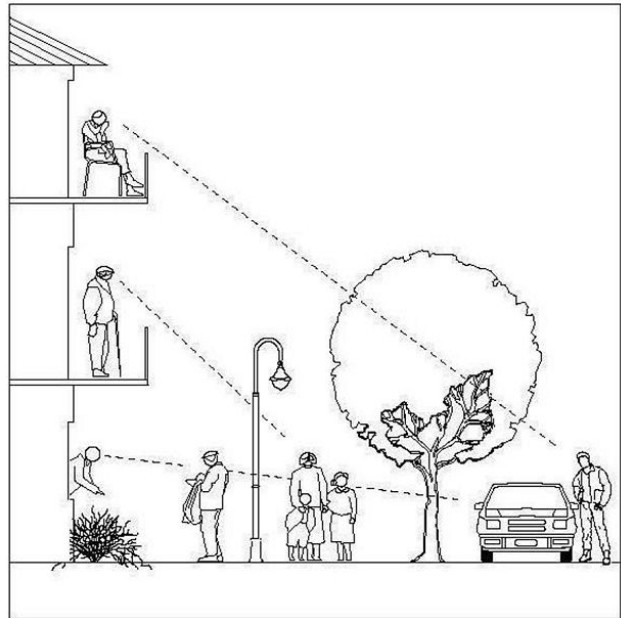
to minimizing crime opportunities. This may be accomplished through the design elements described in this Manual.

Natural Surveillance

Design the placement of physical features and design for informal and/or programmed activities in such a way as to maximize visibility and foster positive social interaction and activity among legitimate users of the space. Creating environments that allow the opportunity for people to engage in their normal behavior and to observe the space around them limits the potential for crime to occur.

Natural Access Control

Strategically locate entrances and exits, fencing, lighting, and landscaping to control or limit the flow of or access. Most criminal intruders will try to find a way into an area where they will not be easily observed. Limiting access and increasing natural surveillance keeps them out altogether or marks them as an intruder.



Natural Territorial Reinforcement

Design buildings, fences, pavement, signs, lighting, and landscaping to express ownership and define public, semi-public and private spaces, so that natural territorial reinforcement



occurs. An environment designed to clearly delineate private space does two things. First, it creates a sense of ownership. Owners have vested interest and are more likely to challenge intruders or report them to the police. Second, the sense of ownership within a community or space creates an environment where “strangers” or “intruders” stand out and are more easily identified.

Maintenance

CPTED and the "Broken Window Theory" suggests that one "broken window" or nuisance, if allowed to exist, will lead to others, and ultimately to the decline of an entire neighborhood. Neglected and poorly maintained properties, lighting, landscaping, or open space areas can increase the level for criminal activity.

Site features within a commercial and industrial development must be maintained always to include paving surfaces, landscaping, walls, gates, entry features, light poles, signs, paint, stone or brick, seating furniture, and other related items typically found within commercial and industrial developments.

The best time to apply this philosophy is in the design phase before a building is constructed. These elements can be successfully applied later but retrofitting an existing environment can sometimes be costly. The use of CPTED standards will deter crime and reduce fear by minimizing criminal opportunity and fostering positive social interaction throughout a community.

CITY COUNCIL REPORT

SUBJECT: Avondale Street and Utility Improvement Projects

MEETING DATE: 6/17/2019

TO: Mayor and Council

FROM: Tracy Stevens, Development and Engineering Services Director, (623) 333-4012

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

Staff will present detail on scope, schedule and cost for the first three (3) years of the Avondale Street and Utility Improvement Program

BACKGROUND:

On February 4, 2019, City Council was presented with an overview of the Historic Avondale Street and Utility Improvement Program. There are six (6) project areas, located in Historic Avondale, Cashion and Las Ligas, each requiring design, utility coordination and construction. The overall timeframe from design of the first project to completion of construction of the final project is from July 2019 through December 2026. The Six (6) project areas include:

- Phase 1 - 3rd Avenue to Central Avenue, Western to MC 85
- Phase 2 - 3rd Ave/3rd PI to Central, Western to Dooley
- Phase 3 - Cashion, 113th to 111th Avenue, Durango to MC 85
- Phase 4 - Central to 4th St, Elm to Harrison
- Phase 5 - 1st St to Central, Whyman to MC 85 & Greenleaf, and 4th St to 7th St, Pacific to Western
- Phase 6 – Las Ligas, 127th Ave to 125th Ave, Elwood to Illini

DISCUSSION:

The purpose of tonight's meeting is to provide an overview of the first three (3) years of the program, including scope, schedule and cost details.

During the first three years of the program (July 2019 through June 2022), the first project (Phase 1) will be designed and constructed, the second project (Phase 2) will be designed and partially constructed, and the third project (Phase 3) will be partially designed.

The tables below show the anticipated project schedules for Project Phases 1, 2 and 3:

Phase 1:

Design Proposals Due	June 26, 2019
Council Award Design	August 12, 2019
Design, Utility Coordination and Land Acquisition	August 2019 - October 2020
Construction Contract Award	January 2021

Construction Phase

March 2021 - November 2021

Phase 2:

Design Proposals Due	May, 2020
Council Award Design	July, 2020
Design, Utility Coordination and Land Acquisition	July 2020 - November 2021
Construction Contract Award	February 2022
Construction Phase	March 2022 - November 2022

Phase 3:

Design Proposals Due	May, 2021
Council Award Design	July, 2021
Design, Utility Coordination and Land Acquisition	July 2021 - November 2022
Construction Contract Award	February 2023
Construction Phase	March 2023 - November 2023

An Exhibit is attached showing detailed maps and schedules for the first three projects (Phases 1, 2 and 3).

Project Scopes

Phase 1

The first project area will include S 3rd Avenue from Western Avenue to the southern terminus, and four (4) roads, W Holly Lane, W Aragon Ln, W Ely Ln and W Rhodes Ave between S 3rd Ave and Central Avenue.

All roadway asphalt pavement will be removed and replaced (approx. 24,963 square yards). Sidewalk, ramps and driveways will be addressed to meet ADA guidelines. Existing streetlight spacing and locations will be evaluated and streetlight poles will be added/relocated as required.

There are approximately 5,300 linear feet of existing water lines that are the older 6" diameter type located behind or under sidewalks. All of those waterlines will be upgraded to meet the minimum 8" diameter standard.

(The existing 8" water line under 3rd Avenue Between Western and Holly Ln was previously upgraded with the Central Avenue waterline project, so that section of waterline will not need to be replaced with this project).

Approximately 105 water services will be replaced.

Approximately 12 fire hydrants will be replaced, and others added as needed.

Existing sewer lines will be repaired on an as-needed basis during construction.

Phase 2

The second project area will include the loop of W Goold Blvd, N 3rd Ave and W Dooley Dr, and the road network to the south, including W Hill Dr, 1st Ave, 2nd Ave, 2nd Pl, 3rd Ave, 3rd Pl, Madden Dr and Kinderman Dr.

All roadway asphalt pavement will be removed and replaced (approx. 32,795 square yards). Sidewalk, ramps and driveways will be addressed to meet ADA guidelines. Existing streetlight spacing and locations will be evaluated and streetlight poles will be added/relocated as required.

There are approximately 8,500 linear feet of existing water lines that will be upgraded to meet the minimum 8" diameter standard.

Approximately 145 water services will be replaced.

Approximately 8 fire hydrants will be replaced, and others added as needed.
Existing sewer lines will be repaired on an as-needed basis during construction.

Phase 3

The third project area is located in Cashion, within the road network bounded by MC85, Durango St, 113th Ave and 111th Ave, including W Joblanca Rd, W Yuma St, W Cocopah St, W Mohave St, Apache St, Hopi St, 111th Dr, 112th Ave and 112th Dr.

All roadway asphalt pavement will be removed and replaced (approx. 32,717 square yards). Sidewalk, ramps and driveways will be addressed to meet ADA guidelines. Existing streetlight spacing and locations will be evaluated and streetlight poles will be added/relocated as required.

There are approximately 22,500 linear feet of existing water lines that will be upgraded to meet the minimum 8" diameter standard. In addition to the roads mentioned above, water lines are being upgraded along the perimeter collector street lines (MC85, Durango St, 113th Ave and 111th Ave, as well as W Pima St).

Approximately 310 water services will be replaced.

Approximately 8 fire hydrants will be replaced, and others added as needed.

Existing sewer lines will be repaired on an as-needed basis during construction.

Project Budgets

Phase 1

The total budget (design and construction) for Phase 1 is \$3,013,750

Design Budget: To be spent during FY20

Streets - \$212,500

Pub Wks - \$101,250

Total - \$313,750

Construction Budget: To be spent during FY21

Streets - \$1,475,000

Pub Wks - \$1,225,000

Total - \$2,700,000

Phase 2

The total budget (design and construction) for Phase 2 is \$4,831,500

Design Budget: To be spent during FY21

Streets - \$281,500

Pub Wks - \$200,000

Total - \$481,500

Construction Budget: To be spent during FY22

Streets - \$2,025,000

Pub Wks - \$2,325,000

Total - \$4,350,000

Phase 3

The total budget (design and construction) for Phase 3 is \$9,545,750

Design Budget: To be spent during FY22

Streets - \$345,750
Pub Wks - \$550,000
Total - \$895,750

Construction Budget: To be spent during FY23

Streets - \$1,675,000
Pub Wks - \$6,975,000
Total - \$8,650,000

Strategic Plan Alignment

Initiative

Foster Sustainable Community Development

Goal

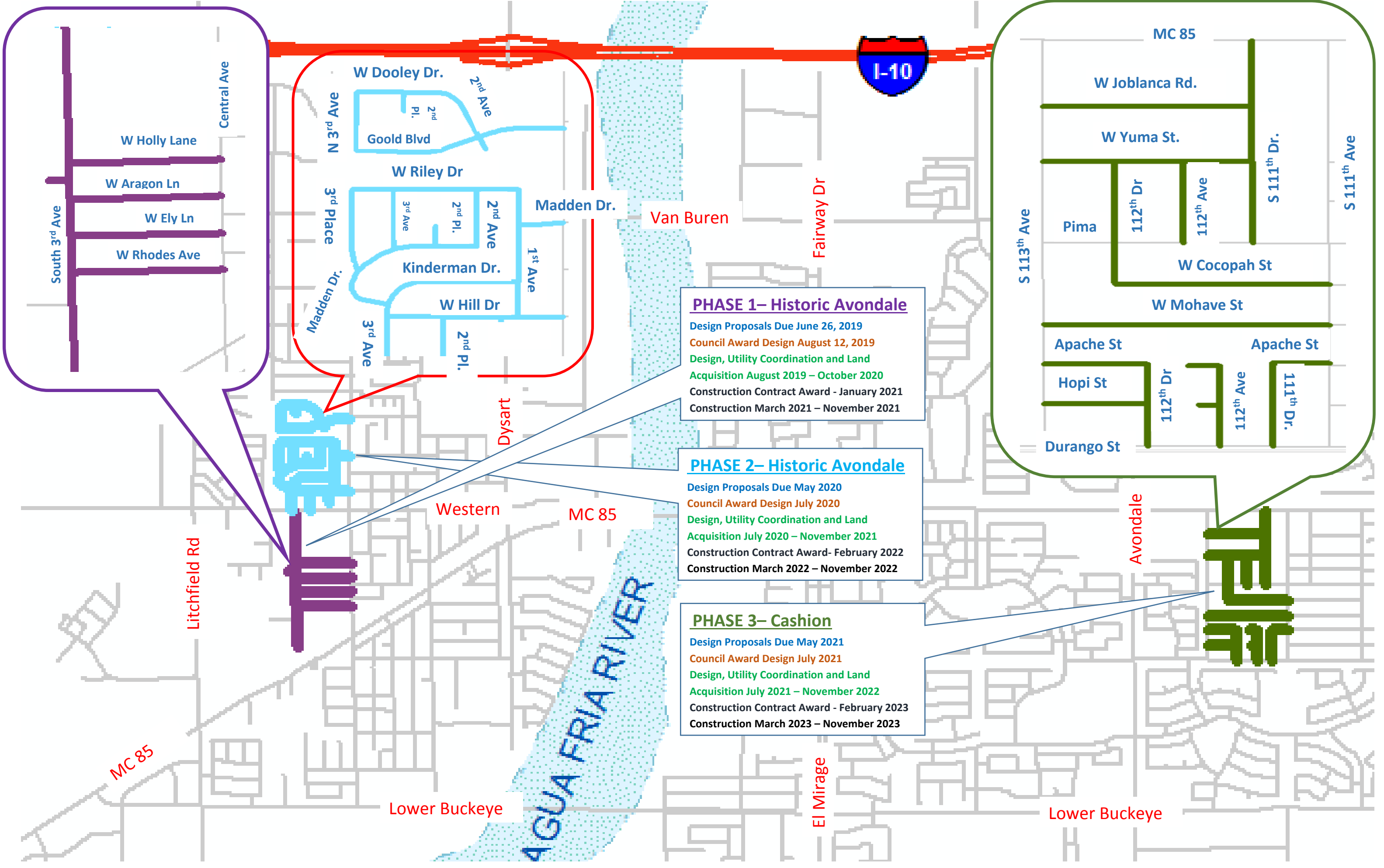
Maintain and Expand Quality Infrastructure and Improve Connectivity to City Amenities

BUDGET IMPACT:

The anticipated project costs for this program were used to develop the annual budgets for the streets, water and sewer line items for this project, 304-9399-00-8420, 514-9399-00-8520 and 513-9399-00-8620, Historic Avondale, Cashion and Las Ligas Improvements Program respectively.

RECOMMENDATION:

This item is for informational purposes only, and no Council action is required.



CITY COUNCIL REPORT

SUBJECT: 2019 Legislative Wrap Up

MEETING DATE: 6/17/2019

TO: Mayor and Council

FROM: Jessica Blazina, Intergovernmental Affairs Administrator, (623) 333-1612

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

Staff will provide a legislative wrap up of key bills heard during the 2019 Legislative Wrap Up.

BACKGROUND:

The 2019 54th 1st Regular session adjourned sine die on Monday, May 27th after 135 days in session. During this time, the Legislature introduced 1,318 Bills, Memorials, and Resolutions. The general effective date for all bills not containing an emergency clause will be August 27, 2019.

DISCUSSION:

Cities and towns fared well this session, despite significant challenges presented throughout Session. There were threats to local control, the Highway User Revenue Fund, and other legislative proposals that would have had negative fiscal impacts to the general fund.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

For information and discussion only.



Defeated Legislation

SB1460: TPT; digital goods and services states that the purpose of transaction privilege and use taxes and local excise taxes, the gross income, gross receipts, gross proceeds, purchase price or sales price from selling, leasing, licensing, purchasing or using "digital services" (defined) is excluded from tax. Does not apply to an online lodging marketplace. Establishes the digital goods classification of transaction privilege taxes, which is comprised of the business of selling, leasing or licensing the use of "prewritten computer software" or providing "specified digital goods" (both defined). Establishes a list of exemptions from the digital goods classification. Levies an excise tax on using or consuming prewritten computer software and specified digital goods in Arizona as a percentage of the acquisition price, which applies to any purchaser that purchases these items for resale but that subsequently uses or consumes the items. Some exceptions. Prewritten computer software and specified digital goods must be sourced to the seller's business location if the seller receives the order at a business location in Arizona and the items are to be used in Arizona, and to the purchaser's location in Arizona if the seller receives the order at a business location outside Arizona but the items are to be used in Arizona. Contains a legislative intent section. Applies to taxable periods beginning on or after the first day of the month following the effective date of this legislation. This bill has significant fiscal to cities, the State, and Prop 301. This bill was defeated.

SB1165: prohibition; texting while driving allows for texting while driving to be a primary offense, allowing officers to stop and cite for this behavior. League Executive committee voted on February 8th to support this bill even though it would preempt those cities with existing ordinances. Allows for varying levels of fines based upon number of times cited for offense and has increasing levels of penalties if bodily harm is cause for this behavior. Recommended position: Support. **This language was struck on to HB2319: driving; wireless communication device; prohibition which was signed into law on April 22, 2019.**

HB2638: municipal tax; exemption; food states that municipalities and other taxing jurisdictions with a population of 625,000 persons or more are prohibited from levying a transaction privilege, sales, use or other similar tax or fee on the sale of food items intended for human consumption in the home as defined by Department of Revenue rules. Recommended position: Oppose. This bill was defeated.

HB2201: partisan offices; cities; towns would require municipalities to print on the ballot the party designation for all candidates for the office of mayor or city or town council, and statute authorizing municipalities to provide for nonpartisan primary election victories are deleted. Applies to elections held on or after January 1, 2020. Recommended position: Oppose. This bill was defeated.

SB1001: highway safety fee; repeal; vlt repeals the highway safety fee that was previously required to be in an amount established by the Director of the Department of Transportation annually in order to fund 110 percent of the Department of Public Safety Highway Patrol budget for each fiscal year. If monies in the Arizona Highway Patrol Fund are insufficient to fully fund the Highway Patrol in a FY, the Legislature is required to appropriate monies from the general fund to eliminate the insufficiency. Recommended position: Oppose. **This bill was defeated; however language was included as part of the Budget package signed by the Governor. The terms include a two-year phase out of the \$32 fee with the full repeal beginning FY2022.**

SB1147: S/E tobacco products; vapor product increases the age to sell or purchase tobacco and tobacco related products from 18 to 21 with exceptions. Includes a state preemption clause which preempts cities and towns from prohibiting smoking in certain locations. Declares this a matter of statewide concern. Recommended position: Oppose unless the preemption is deleted. This bill was defeated.

Vetoed Legislation

SB1558: Legislators; mileage rate; distance modified the per diem rates for Legislators. Legislators living within Maricopa County would have seen an increase in the amount of 50 percent of the annual average federal per diem rate while those living outside of Maricopa County would have seen an increase of 100 percent.

HB2473: state liquor board; membership. This bill would have added a municipal elected official to the State Liquor Board. This was a League Resolution. The Governor vetoed this bill but stated that he is not opposed to the addition of a municipal representative, however the bill contained language that would have added an extra step in the nomination process that he considered “burdensome and unnecessary.”

Signed Legislation

HB2319: driving; wireless communication device; prohibition prohibits the use of a portable wireless communication device or stand-alone electronic device while operating a motor vehicle.

HB2027: online lodging marketplace; local taxation allows the Department of Revenue to administer, collect, enforce and distribute taxes levied by a city, town or other taxing jurisdiction on an online lodging marketplace.

HB2134: municipal elections; write-in candidates states that in a municipal or nonpartisan election, a write-in candidate cannot advance to the general or runoff election if the candidate did not receive at least the same number of votes as signatures required for nominating petitions for the same office.

HB2672: vacation rentals; short-term rentals; regulation allows municipalities and counties to require the owner of a vacation or short-term rental to provide the municipality or county with contact information for the owner or owner's designee who is responsible for responding to complaints in a timely manner in person, over the phone or by email at any time of the day before offering for rent the vacation or short-term rental. This bill was a League Resolution.

HB2757: tax provisions; omnibus addresses tax conformity issues.

SB1227: Colorado River drought contingency amendments addresses issues related to the Colorado Drought Contingency Plan.

CITY COUNCIL REPORT

SUBJECT: Minutes - Ratification of Past Minutes

MEETING DATE: 6/17/2019

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk, (623) 333-1214

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve the May 3, 2018 City Council Meeting - Ratification of Past Minutes. The Council will take the appropriate action.

BACKGROUND:

After review of departmental records, staff discovered the minutes of May 3, 2018 were inadvertently not approved by City Council. A ratification of past minutes was created based off current records.

DISCUSSION:

n/a

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approval of the May 3, 2018 City Council Meeting minutes.

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
May 3, 2018

RATIFICATION OF PAST MINUTES

Clerk's Note: Original minutes were not located. Therefore, the meeting minutes were recreated based off current department records.

A **Special Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 4:00 p.m.

Members Present: Mayor Kenn Weise; Vice Mayor Bryan Kilgore; Council Members Tina Conde, Pat Dennis, Veronica Malone, Mike Pineda, and Lorenzo Sierra.

Members Absent: None.

Other Municipal Officials Present: Cynthia Seelhammer, Interim City Manager; Andrew McGuire, City Attorney; and Cherlene Penilla, Human Resources Director.

Audience: Members of the public were not present.

1 ROLL CALL BY THE CITY CLERK

2 EXECUTIVE SESSION

An executive session was held pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(1) to conduct interviews of the finalists for the position of City Manager.

City Council voted to adjourn into Executive Session.

ROLL CALL VOTE AS FOLLOWS:

Mayor Weise	Aye
Vie Mayor Kilgore	Aye
Council Member Conde	Aye
Council Member Dennis	Aye
Council Member Malone	Aye
Council Member Pineda	Aye
Council Member Sierra	Aye

Motion was carried unanimously.

3 ADJOURNMENT

There being no further business before the Council, the meeting was adjourned.

Mayor Kenn Weise

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the Council of the City of Avondale held on the 3rd day of May 2018. I further certify that the meeting was duly called and held and that the quorum was present.

Marcella Carrillo, CMC
City Clerk

CITY COUNCIL REPORT

SUBJECT: Appointment of Judges Pro Tempore

MEETING DATE: 6/17/2019

TO: Mayor and Council

FROM: Abril Ruiz-Ortega, Court Administrator, (623) 333-5822

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to appoint four new judges pro tempore to two year terms expiring on June 1, 2021 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Avondale City Code section 5-1 (f) gives the City Council the authority to appoint judges pro tempore. During it's May 20, 2019 meeting, the City Council reappointed five pro tem judges to serve two year terms to fill in during the absence of City Judge. Their terms expire June 1, 2021.

DISCUSSION:

Judge Jennings is recommending the Council appoint the following to a two-year term through June 1, 2021: Honorable Cheryl Brown; Honorable Nicole Countryman; Honorable Eric Jeffery; and Honorable Craig Richie.

The Judges named above have been admitted to the practice of law for at least five years as required by Avondale City Code, Section 5-1 (f), have extensive judicial experience in the courts of limited jurisdiction and have completed the application, interview and selection process conducted with the help of the Human Resources Department. The panel of qualified judges authorized to serve in Avondale fill in for the absent City Judge when all sitting judges are summoned on an annual basis to judicial conferences and mandatory training. Pro tem judges also fill in during the City Judge's scheduled vacation and sick leave.

BUDGET IMPACT:

Judges pro tempore are compensated at an hourly rate of \$55.00 per hour subject to an increase as approved by City Council through the fiscal year 2020 budget. This rate is competitive with other West Valley courts. Funding for the pro tem judges is provided in the Court's budget line item 101-6200-00-6180 and 235-6200-00-6180 Other Professional Services.

RECOMMENDATION:

It is recommended that the City Council appoint the pro tempore judges listed above to two-year terms expiring on June 1, 2021 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

CITY COUNCIL REPORT

SUBJECT: Adjustments to Fiscal Year 2019 Fund Transfers

MEETING DATE: 6/17/2019

TO: Mayor and Council

FROM: Lindsey Duncan, Finance & Budget Manager, (623) 333-2011

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to modify the approved interfund transfers for Fiscal Year 2018-19 (FY2019) budget. The Council will take appropriate action.

BACKGROUND:

Interfund transfers move cash between the various funds of the City. The currently scheduled FY2019 interfund transfers were approved as part of the FY2019 budget adoption. Staff has analyzed available resources and recommends modifying the interfund transfer schedule which was approved as part of the FY2019 budget.

DISCUSSION:

Three modifications to the previously approved interfund transfers are proposed.

1 - \$1.5 million from Risk Management Fund to Workers' Compensation Fund

On May 21, 2018, City Council authorized the creation of the Workers' Compensation Trust Fund to self-insure the City for workers' compensation benefits for employees. Based on an actuarial study, the City expects to save money long-term by becoming self-insured. Self-insurance requires reserves, in the event large dollar claims occur. The State requires Workers' Compensation Funds to maintain a balance of at least \$1.5 million or the City will be mandated to issue a Surety Bond.

The City contracts with an actuary to determine a strategic reserve amount for the Risk Management Fund. The actuary determined \$3 million to be an adequate reserve amount for the Risk Management Fund, based on previous claim history and the risk profile of the City. The FY2019 beginning fund balance for the Risk Management Fund is \$5.2 million and based on current trends, the fund is projected to have approximately \$6 million fund balance at the end of FY2019. A one-time transfer of fund balance from the Risk Management Fund to the Workers' Compensation Fund will allow the Workers' Compensation Fund to immediately build the mandated fund balance while not impacting the financial health of the Risk Management Fund. In the FY2020 budget and on an on-going basis, the Workers' Compensation Fund will be funded through contributions from City departments based on employee compensation. The Risk Management Trust Fund and Workers' Compensation Trust Fund Board reviewed the proposed transfer on May 28, 2019 and recommended the fund transfer.

2 – Printing Services Fund to Equipment Replacement Fund

As part of the FY2020 budget, the Print Services Fund was discontinued. For FY2020 and beyond, expenses related to printing and copying services will be included in the Information Technology Department budget and allocated to the departments through the indirect cost allocations. As part of the discontinuation of the Print Services Fund, the accumulated fund balance will need to be redistributed. Staff proposes redistributing the fund balance, in the amount which remains in the fund after all FY2019 expenses have been recorded, to the Equipment Replacement Fund, for the replacement of technology equipment.

3 – Highway User Revenue Fund (HURF) to Street Construction

In the FY2019 budget, a transfer from the General Fund to the Street Construction Fund in the amount of \$3 million was approved. The City has accumulated a fund balance in the HURF fund, which is restricted in its uses by Article IX, Section 14 of the Arizona State Constitution. According to the State Constitution, street construction is an allowed use of HURF funds. The transfer will supplant a transfer from the General Fund to the Street Construction Fund. Supplanting the transfer from the General Fund frees resources for the General Fund, which is not restricted in use and can be allocated to the highest priorities of the City.

BUDGET IMPACT:

The impact of the proposed modifications to the fund transfers was included in the FY2020 budget. Not approving the proposed modifications will reduce the available resources available in the Workers' Compensation Fund, Equipment Replacement Fund, and the General Fund. Additionally, the Workers' Compensation Fund will require the issuing of a Surety Bond, which staff estimates will cost \$6,000.

RECOMMENDATION:

Staff recommends the Mayor and Council approve the proposed modifications to the FY2019 interfund transfers.

	Adopted Budget Interfund Transfers 2019		Proposed Interfund Transfers 2019	
	In	Out	In	Out
General Fund				
General Fund		11,573,300		8,573,300
Total General Fund		11,573,300		8,573,300
Special Revenue				
Public Safety Dedicated Sales Tax		308,170		308,170
Public Arts Fund	25,000		25,000	
CDBG		230,070		230,070
0.5% Dedicated Sales Tax		6,700,000		6,700,000
Regional Family Advocacy	360,400	41,320	360,400	41,320
Transit Fund	770,510	1,070	770,510	1,070
Other Grants	25,000		25,000	
Home Grant	32,200		32,200	
Community Action Program	67,680		67,680	
Senior Nutrition	331,200	23,790	331,200	23,790
Highway User Revenue Fund		227,790		3,227,790
Environmental Programs Fund		1,070		1,070
Total Special Revenue	1,611,990	7,533,280	1,611,990	10,533,280
Debt Service				
0.5% Dedicated Sales Tax	5,502,950		5,502,950	
Dysart Road M.D.C.	400,000		400,000	
Total Debt Service	5,902,950		5,902,950	
Capital Projects				
One Time Capital	1,765,000		1,765,000	
Street Construction	4,229,000		4,229,000	
Parkland	2,000,000		2,000,000	
Library Development	100,000	207,950	100,000	207,950
Transit	75,000		75,000	
Equipment Replacement Fund	916,520		1,916,520	
Vehicle Replacement	1,779,190		1,779,190	
Fire Dept. Development		95,000		95,000
Improvement Districts				
Total Capital Projects	10,864,710	302,950	11,864,710	302,950
Enterprise				
Sanitation Development	50,000		50,000	
Sanitation Eqt. Replacement	648,620		648,620	
Water Equipment Replacement	316,490		316,490	
Sanitation		698,620		698,620
Water Development	3,150,000		3,150,000	
Sewer Development	1,650,000		1,650,000	
Sewer Operations		1,808,030		1,808,030
Sewer Equipment Replacement		3,316,490		3,316,490
	308,030		308,030	
Total Enterprise	6,123,140	5,823,140	6,123,140	5,823,140
Internal Service				
Worker's Compensation Fund	750,000		2,250,000	
Risk Management Fund		1,180		1,501,180

	Adopted Budget		Proposed	
	Interfund Transfers		Interfund Transfers	
	2019		2019	
	In	Out	In	Out
Printer Services Fund				1,000,000
Fleet Services Fund		18,940		18,940
Total Internal Service	750,000	20,120	2,250,000	2,520,120
Total All Funds	25,252,790	25,252,790	27,752,790	27,752,790

CITY COUNCIL REPORT

SUBJECT: Authorization to the Risk Manager to Purchase Various Insurances

MEETING DATE: 6/17/2019

TO: Mayor and Council

FROM: Cherlene Penilla, Human Resources Director, (623) 333-2218

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to authorize the Risk Manager to purchase Property, Auto, Liability, Crime, Environmental, Cyber and Workers' Compensation insurance for fiscal year 2019-2020 in the amount of \$879,172.80 and authorize the Mayor, City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Every year the City must, through an Insurance Broker, seek proposals from various insurance companies for Property, Auto, Liability, Crime, Environmental, Cyber and Workers' Compensation insurance coverage and rates. Most insurance companies will only provide coverage for one year and the City must re-apply annually.

DISCUSSION:

The City's broker (Gallagher) provided the City with the specific policy coverage that was requested and what the insurance industry is willing to provide. This year the insurance market is extremely tight, rates have increased throughout the insurance industry and coverage in some areas have been decreased. The City was provided four (4) insurance coverage options:

A - Full coverage for what was requested and with the coverages from the prior year at the cost of \$879,172.80 (blue section on page 6 of the attached).

B - Full coverage for what was requested, **excluding auto/fleet coverage**, (most insurance companies are denying fleet coverage for Cities this year) at the cost of \$826,747.20. (orange section on page 6)

C - Full coverage for what was requested with auto/fleet, **except no over the road coverage for vehicles** at a cost of \$839,387.00 (purple section on page 6)

D - Full coverage for what was requested with auto/fleet **except no over the road coverage** at a cost of \$774,095.00.

BUDGET IMPACT:

The fiscal year 2019-20 adopted budget for the Risk Management Fund has adequate budget capacity to cover the recommended insurance coverage.

RECOMMENDATION:

The Risk Manager is recommending that the City select option **"A"** as it provides full coverage as in prior years and full coverage on auto/fleet. The savings with the other options is on the auto/fleet coverage where the City will be subjected to a much greater risk of loss. The proposals that do not cover the over the road losses only cover losses to parked vehicles in our lots (mainly due to storm or fire damage) where our highest likelihood of loss occurs when the vehicle is in operation on the roadway.

The most the City would save would be with option "D" which would be approximately \$100,000 but there is **no over the road coverage** and the cost to replace one of our bigger pieces of equipment or fire trucks would be more than the savings.

Executive Summary and Proposal of Insurance

City of Avondale, Arizona

11465 W. Civic Center Dr. #220
Avondale, AZ 85323

Presented: April 30, 2019

Revised: May 28, 2019

Effective: July 1, 2019 to July 1, 2020

Karen Graham | Executive Vice President
karen_graham@ajg.com | 303.889.2538

Arthur J. Gallagher Risk Management Services
6300 South Syracuse Way, Suite 700
Centennial, CO 80111



ajg.com

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Gallagher

Insurance | Risk Management | Consulting

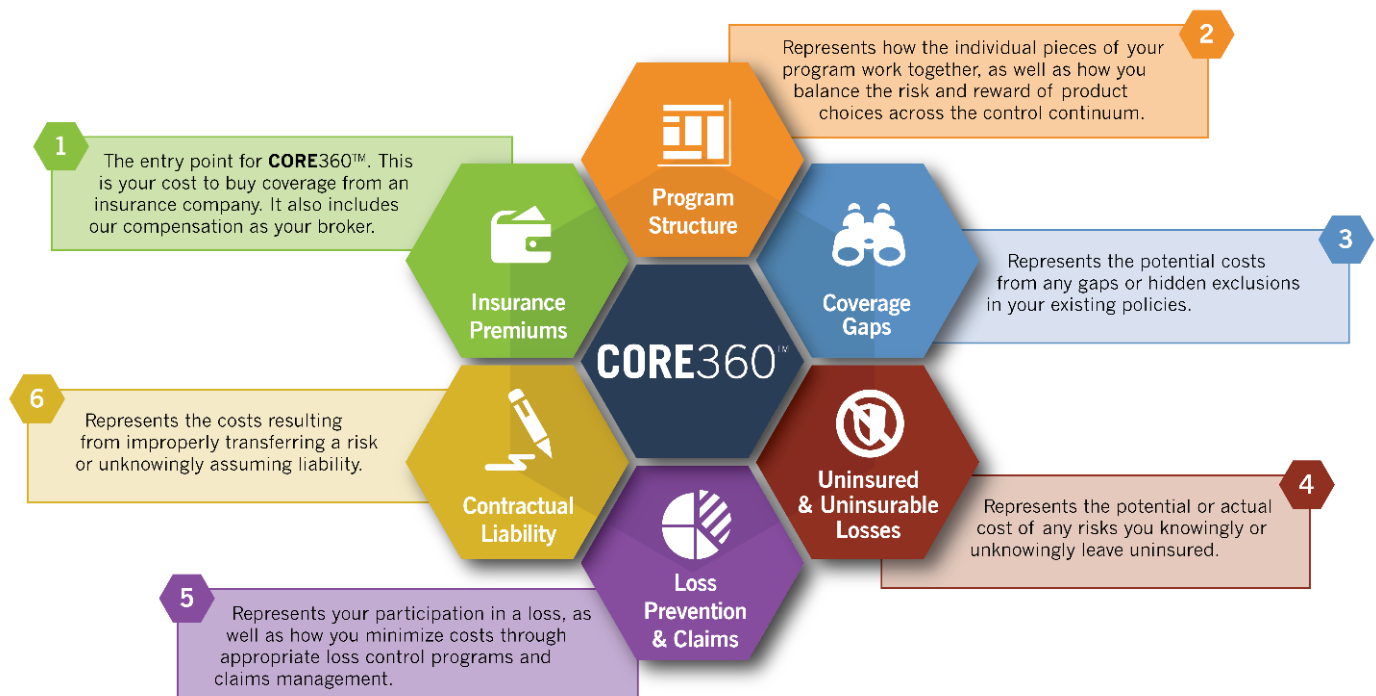
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Executive Summary

Overview

Thank you for this opportunity to present your renewal proposal program options and recommendations. This Executive Summary is a shorter version of your proposal and is intended to summarize the highlights and point you to any decisions that need to be made prior to binding. We highlight each **CORE360™** cost driver, beginning with Insurance Premiums and ending with Contractual Liability. This will not only organize the document but also ensure that we are deliberate in driving value to each of your six cost drivers which represent your total cost of risk. It also follows the decisions made and action items we discussed in our Strategic Review; which serves as the basis for this proposal. We know that you have a choice and we appreciate your business and continued support.



Service Team

Karen Graham has primary service responsibility for your company. We operate using a team approach.

Arthur J. Gallagher Risk Management Services

Main Office Phone Number: (800) 333-3231

Public Entity Team Primary Team	
Karen L. Graham, CIC, CRM, ARM-P Area Executive Vice President / National Director 303-889-2538 Karen_Graham@ajg.com	
Ty Goare, Area Assistant Vice President Client Service Supervisor 303-889-2550 Ty_Goare@ajg.com	Tara Tinney, ARM-P ERIS Client Service Manager 303-889-2590 Tara_Tinney@ajg.com
Back Up Team	
Priscilla A. McCoy, CIC, CRM Area Senior Vice President 303.889.2540 Priscilla_McCoy@ajg.com	Tracy Paladino, CISR, CIC, CLCS Client Service Executive 303.889.2614 Tracy_Paladino@ajg.com
Nathan Kathol Client Service Manager 303-889-2548 Nathan_Kathol@ajg.com	
Risk Control & Claims	
Ed Davis Vice President – Risk Control 303-889-2552 Ed_Davis@ajg.com	Kendall Trump, CIC, ARM-e Vice President - Claims 303-889-2570 Kendall_Trump@ajg.com
Main Phone Number: 800.333.3231 or 303.773.9999 6300 S. Syracuse Way, Suite 700 Centennial, Co 80111	

2019 CORE360™ Scorecard

Your **CORE360™** Executive Summary Scorecard has been developed for you to get a quick snapshot of how we've impacted your total cost of risk for the policies detailed in this proposal.



Insurance Premiums

- Total Program Increase of 16% using the Princeton option with auto physical damage.
- Traveler's renewal property premium is down 1% due to the exclusion of coverage for auto physical damage which reduces the overall TIV. The renewal property rate is up 5%
- Excess Work Comp premium is up 7% due to a 7% increase in payroll. The rate remained flat. The loss fund has been increased from \$1,450,000 to \$1,558,750 due to the increase in payroll.
- Cyber Liability premium is up 4% due to an increase in revenue.
- The Excess Liability program premium has increased 17% due to the increase in the underlying premium and general market conditions.



Program Structure

- Travelers is excluding coverage for auto physical damage effective 7/1/2019
- Munich/Princeton provided a Liability option including auto physical damage
- Allied World provided a Public Entity Liability quote option for the primary \$10M without auto physical damage
- Landmark American provided an Auto Physical Damage quote excluding over the road
- Zurich provided a property option including auto physical damage excluding over the road
- Fiduciary Liability has been purchased through your benefits team
- Zurich provided a quote to add Social Engineering to the current crime coverage for an additional \$214 (suppl. app required to add the coverage)
- Allied and Hallmark have provided a \$20M excess option to sit over the Allied \$10M primary liability option



Coverage Gaps

- Higher Network Security Limits
- Higher Liability Limits
- Higher Crime Limits



Uninsured & Uninsurable Losses

- NCBR Terrorism (Property & Liability)
- Compliance, Reputational Risk
- Infrastructure
- Drones



Loss Prevention & Claims

- Provided claim advocacy services as needed
- Provided loss control services as needed



Contractual Liability

- Assist in reviewing contracts as needed
- Help determine appropriate limit requirements for contractual guidelines
- Availability of Tenant User Liability Insurance Program (TULIP)



Insurance Premiums

Strategy

As discussed during the pre-renewal meeting in January, we agreed to obtain renewal terms from the incumbent markets as well as pricing/coverage options for the property line and higher limits for the public entity liability.

Results

The results are summarized in the following table:

Coverage Type	2018-19 Travelers w/APD & Princeton & Allied Excess	2019-20 Travelers & Princeton w/APD & Allied Excess	% Change	2019-20 Travelers & Princeton w/o APD & Allied Excess	% Change	2019-20 Travelers & Allied w/Landmark APD excl. Over the Road & Allied/Hallmark Excess	% Change	2019-20 Zurich w/APD excl. Over the Road & Allied Primary Liability & Allied/Hallmark Excess	% Change	Notes
Property (including Terrorism)	\$ 167,158.00	\$ 166,042.00		\$ 166,042.00		\$ 166,042.00		\$ 229,750.00		Travelers Property 19/20 term excludes auto physical damage (APD)
Auto Physical Damage	Included	\$ 52,425.60		Excluded		\$ 129,000.00		Included		Landmark premium includes AZ surplus lines tax
Total Property and Auto Program	\$ 167,158.00	\$ 218,467.60	31%	\$ 166,042.00	-1%	\$ 295,042.00	77%	\$ 229,750.00	37%	
Public Entity Liability (excluding Terrorism) - \$10M/\$500k SIR	\$ 405,599.74	\$ 455,731.20		\$ 455,731.20		\$ 319,574.00		\$ 319,574.00		Princeton premium includes AZ surplus lines tax
Excess Liability (\$20M xs \$10M)	\$ 99,063.00	\$ 115,902.00		\$ 115,902.00		\$ 135,699.00		\$ 135,699.00		
Total Liability Program	\$ 504,662.74	\$ 571,633.20	13%	\$ 571,633.20	13%	\$ 455,273.00	-10%	\$ 455,273.00	-10%	
Crime Coverage	\$ 11,076.00	\$ 11,076.00		\$ 11,076.00		\$ 11,076.00		\$ 11,076.00		3-Yr. Policy eff. 7/1/18 to 7/1/21; premium shown is annual installment
Network Security & Privacy Liability	\$ 75,080.00	\$ 77,996.00		\$ 77,996.00		\$ 77,996.00		\$ 77,996.00		
	\$ 757,976.74	\$ 879,172.80	16%	\$ 826,747.20	9%	\$ 839,387.00	11%	\$ 774,095.00	2%	
Arthur J Gallagher Broker Fee	\$ 36,000.00	\$ 37,000.00		\$ 37,000.00		\$ 37,000.00		\$ 37,000.00		
Pollution - Indian Harbor	\$ 53,308.99	3-Yr policy eff. 7/1/18 to 7/1/21; billed upfront								



Insurance Premiums (continued)

Excess Workers' Compensation	2018 Expiring	2019 Renewal	% Change
Carrier	Safety National	Safety National	
SIR - Wildland Firefighters	\$ 1,000,000	\$ 1,000,000	
SIR - All Other	\$ 500,000	\$ 500,000	
Estimated Payroll	\$ 38,431,508	\$ 41,188,705	7%
Rate Per \$100 of Payroll	0.4080	0.40800	0%
Premium	\$ 156,801	\$ 168,050	7%
Workers' Compensation Self Insuror Bond - Travelers	\$ 2,748	\$ 2,748	0%

Surplus Lines Tax and Terrorism Premiums noted below:

Surplus Lines Tax / Fee			2018	2019
Public Entity Liability	Princeton Excess	Princeton Excess	\$ 12,576.74	\$ 14,131.20
Pollution	Indian Harbor	Indian Harbor	\$ 1,652.99	n/a
Auto Physical Damage		Landmark American		\$ 4,000.00
Terrorism Premiums			2018	2019
Property	Travelers	Travelers	\$ 3,622.00	\$ 4,655.00
Public Entity Liability	Princeton Excess	Princeton Excess	Rejected	\$ 1,900.00

Program Structure & Coverage Gaps

The following section will review the results achieved in terms of the coverage limits as well as review any coverage enhancements and potential exposures.

Property/Auto Physical Damage

Last year (2018) coverage was bound with Travelers with a 3% rate increase resulting in a 10% premium increase per expiring terms and conditions. They have also continued to deploy loss control services as a value added benefit.

For the 2019 renewal, Travelers provided a quote with a 5% rate increase. The Travelers program will no longer cover auto physical damage. Due to this change, the decision was made to market the 2019 coverage. We sent your information to our wholesale broker partner, CRC, who approached several markets. The marketing results are shown on the next page. Zurich provided a property option which includes auto physical damage on an ACV basis. Zurich also provided an option insuring vehicles with an actual cash value of \$100k and greater. Below is a coverage summary

Property	2018	2019 - Travelers/Landmark	2019 - Zurich	2019 - Zurich Vehicle Values \$100k and Greater
Buildings - including wells	\$225,366,365	\$225,366,365	\$225,366,365	\$225,366,365
Business Personal Property	\$29,909,155	\$29,909,155	\$29,909,155	\$29,909,155
Fine Arts	\$1,000,000	\$1,000,000	\$500,000	\$500,000
Mobile/Contractors Equipment	\$535,777	\$535,777	\$535,777	\$535,777
Vehicles	\$11,991,391	\$2,500,000	\$24,669,603	\$14,528,522
Miscellaneous Unscheduled Equipment	\$856,000	\$856,000	\$856,000	\$856,000
Business Income & Extra Expense	\$1,000,000	\$1,000,000	Included	Included
TOTALS	\$270,658,688	\$261,167,297	\$281,836,900	\$271,695,819
Valuation*	Replacement Cost	Replacement Cost	Replacement Cost	Replacement Cost
Policy Limit	\$270,658,688	\$258,667,297	\$250,000,000	\$250,000,000
Boiler & Machinery	Included	Included	\$50,000,000	\$50,000,000
Earthquake	\$10,000,000	\$10,000,000	\$25,000,000	\$25,000,000
Flood	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000
Flood Zone A	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Builders Risk	\$1,000,000	\$5,000,000	Included in Newly Construction Property	Included in Newly Construction Property
Newly Construction Property	\$2,500,000	\$2,500,000	\$10,000,000	\$10,000,000
Utility Services	\$1,000,000	\$1,000,000	\$250,000	\$250,000
Deductibles				
All Other Perils	\$10,000	\$10,000	\$25,000	\$25,000
Wind/Hail	Included	Included	\$50,000	\$50,000
Business Income	48 Hours	24 Hours	\$25,000	\$25,000
Earthquake	\$25,000	\$25,000	\$50,000	\$50,000
Flood	\$25,000	\$25,000	\$100,000	\$100,000
Flood Zone A	\$100,000	\$100,000	\$500,000	\$500,000
Boiler & Machinery	\$10,000	\$10,000	\$10,000	\$10,000
Vehicles	\$25,000	\$1,500 per vehicle/per occurrence subject to a min. \$25k per occurrence	\$50,000	\$50,000
		\$1,500 per vehicle/per occurrence subject to a min. \$50k per occurrence for vehicles over \$250k in value		
Rate per \$100/value	\$0.0611	\$0.0642	\$0.0768	\$0.0768
Inspection Fee	n/a	n/a	\$7,500	\$7,500
Premium with TRIA	\$167,158	\$295,042	\$229,750	\$221,762

*valuation of vehicles is Actual Cash Value

Program Structure & Coverage Gaps (Continued)

Property/Auto Physical Damage (continued)

Marketing Summary

The decision was made to take the property program out to market due to Travelers no longer providing auto physical damage. Below is an overview of the marketing efforts (including market response) received from CRC. Most markets declined because they could not compete with the current Travelers pricing and terms.

Arch	Declined – cannot compete with Travelers
Aspen	Declined
Axis	Declined
Brit	Is able to quota share but cannot match Travelers
Everest	Declined – cannot compete with Travelers
Great American	Declined – cannot match terms or pricing needed
Ironshore	Declined – limited capacity and need \$25k minimum deductible
Lexington	Declined – cannot compete with Travelers
Navigators	Declined
One Beacon	Is able to write excess property only
RSUI	Declined property but provided auto physical damage indication as shown below
Swiss Re	Declined – cannot compete with Travelers
Westchester	Declined - % of vehicles and cannot compete with Travelers
Zurich	Quote Provided

Program Structure & Coverage Gaps (Continued)



Governmental Crime

Last year (2018) coverage was bound with Zurich on a three year term, billed annually which will expire in 2021. The City purchased increased limits from \$2M to \$5M, including Faithful Performance of Duties (FPOD). With the higher limits, the deductible increased from \$25K to \$50K.

We approached Zurich about adding coverage for Social Engineering to the current crime policy. The underwriter advised that as long as the proper controls are in place and Avondale completes a two page supplemental application, Zurich will be able to add the coverage for an additional \$214. The coverage limit for the Social Engineering would be \$250,000 subject to a \$50,000 deductible.

Program Structure Limits/Deductible

\$	5,000,000	Employee Theft, per loss
\$	5,000,000	Faithful Performance of Duty
\$	5,000,000	Forgery or Alteration
\$	5,000,000	Inside Premises – Theft of Money & Securities
\$	5,000,000	Inside Premises – Robbery or Safe Burglary of other Property
\$	5,000,000	Outside Premises
\$	5,000,000	Computer Fraud
\$	5,000,000	Funds Transfer Fraud
\$	5,000,000	Money Orders & Counterfeit Paper Currency
\$	5,000,000	Credit, Debit or Charge Card Forgery
\$	50,000	Deductible - Per Occurrence

Public Entity Liability/Auto Physical Damage/Excess Liability

Last year (2018) coverage was bound with Princeton E&S for the primary \$10M with \$500K SIR and Allied World for \$20M excess of \$10M for a total of \$30M. Allied World provided an additional \$10M in limits which allowed the City to reduce the number of carriers from three to two and purchase an additional \$5M in coverage for a total of \$30M from \$25M.

Additionally, Princeton has an Unmanned Aircraft Exclusion. If the City acquires any drones we will need to notify them so that they can underwrite to remove the exclusion and add coverage for them.

For the 2019 renewal Princeton quoted with and without auto physical damage. The Princeton auto option includes over the road coverage. Princeton provided an auto physical damage option insuring those vehicles with an actual cash value of \$100k and greater for an annual premium of \$504,544.80 excluding terrorism and including surplus lines tax. This is a reduction of \$3,612.

We also received a Public Entity Liability quote option from Allied World for the primary \$10M in coverage and Landmark American for the auto physical damage. Allied is able to offer a two-year rate guarantee. The Landmark auto physical damage option does not include over the road coverage.

For the 2019 excess liability program, Allied World National Assurance quoted a \$20M limit over the Princeton \$10M primary. If you choose the Allied Insurance option for the primary \$10M in limit, there will be two carriers that make up the \$20M excess liability limit – Allied World and Hallmark.

Program Structure & Coverage Gaps (Continued)

Public Entity Liability/Auto Physical Damage (continued)

Public Entity Liability & Excess - w/o Auto Physical Damage	2018 Princeton	2019 Princeton	% Change	2019 Allied World	% Change
Population	80,684	83,644	4%	83,644	
Budget	\$217,464,817	\$243,782,010	12%	\$243,782,010	
Number of Employees (FT only)	525	539	3%	539	
Number of Police - Sworn	122	135	11%	135	
Number of Firefighters	77	77	0%	77	
Number of EMTs/Medics	127	127	0%	127	
Number of Vehicles/Trailers	379	386	2%	386	
Annual Premium incl. Surplus Lines Tax & excl. TRIA	\$405,599.74	\$455,731.20	12%	\$319,574.00	-21%
Excess Liability Options					
Allied World National Assurance \$20M xs \$10M Primary	\$99,063.00	\$115,902.00	17%	N/A	
Allied World & Hallmark \$20M xs \$10M Allied Primary	N/A	N/A		\$135,699.00	37%
Total Liability Premium excl. TRIA	\$504,662.74	\$571,633.20	13%	\$455,273.00	-10%

We have done a preliminary comparison between the Princeton and Allied World/Landmark forms and found the following to be some of the major differences:

Coverage	Princeton	Allied World/Landmark
Defense Expenses	Inside SIR and Policy Limit	Inside SIR; Outside Policy Limit
90 Day Notice of Cancellation	Included	Included
Blanket Additional Insured	Included	Included
Insuring Agreement	Indemnify	Duty to Defend in excess of retained limit
Sexual Abuse or Molestation	Included within policy limit	Silent
Failure to Supply	Excluded	Included
Auto Physical Damage	\$ 5,000,000	\$ 2,500,000
Actual Cash Value	Yes	Yes
Retention	\$50k vehicles ACV \$500k or less	\$1,500 per vehicle/per occurrence subject to a min. \$25k per occurrence
	\$100k vehicles ACV \$500k or more	\$1,500 per vehicle/per occurrence subject to a min. \$50k per occurrence for vehicles over \$250k in value
Over the Road Exposure	Included	Excluded

Program Structure & Coverage Gaps (Continued)

Excess Workers' Compensation

In 2018 we approached Safety National, Midwest Employers, and Arch for excess workers' compensation terms. Coverage was bound with Safety National at a \$500k SIR except \$1M per employee for Wildland Fire personnel and a \$1,450,000 aggregate. The aggregate includes a \$500K loss limitation and \$2M aggregate excess limit.

For the 2019 renewal it was agreed that we would obtain renewal terms from Safety National. Safety has increased the loss fund 7.5% from \$1,450,000 to \$1,558,750 due to the 7% increase in payroll. The renewal terms are summarized below:

Exposure Summary

Payroll, Premiums, Factors, Fees, Surcharges, Etc.	2018 - 2019	2019-2020
	Safety National	Safety National
SIR - All Other Employees	\$500,000	\$500,000
SIR - Wildland Firefighting	\$1,000,000	\$1,000,000
Minimum Loss Fund	\$1,450,000	\$1,558,750
Aggregate Excess Limit	\$2,000,000	\$2,000,000
Specific Limit	Statutory	Statutory
Employers Liability Limit Per Occ & Agg	\$1,000,000	\$1,000,000
Estimated Annual Payroll	\$ 38,431,508	\$ 41,188,705
<i>Rate per \$100 of Payroll</i>	\$ 0.4080	\$ 0.4080
Estimated Total Premium	\$ 156,801	\$ 168,050

Workers' Compensation Self Insurer Bond

Renewal terms were obtained from Travelers because of the general indemnity provisions and obligations.

Travelers quoted a flat renewal for a \$350,000 penal sum. The annual premium remains the same at \$2,748.

Program Structure & Coverage Gaps (Continued)

Network Security & Privacy Liability

Coverage was first placed in 2015 with Chubb. In 2016 the limits were increased to \$5 Million and increased again in 2017 to \$10 Million. In 2018, Chubb moved the City to its new, broader Enterprise Risk Management form.

We secured renewal terms from Chubb with a slight increase due to an increase in revenue. The Retroactive Date has been consolidated to 7/1/2014.

Privacy and Network Security	2018	2019	% Change
Premium	\$75,080	\$77,996	4%
Retroactive Date	7/1/2014; 7/1/2016 \$2M XS \$3M 7/1/2018 \$5M xs \$5M	7/1/2014	
Revenue	\$161,187,025	\$206,419,539	28%

Pollution/Environmental Liability

Coverage was first placed in 2015 for City locations, non-owned disposal sites, and storage tanks. The policy is claims made and has a retroactive date of 7/1/2015. Last year (2018) coverage was renewed for a three year term, pre-paid, with incumbent Indian Harbor Insurance.

	2018	2019
Each Pollution Condition	\$2,000,000	\$2,000,000
Aggregate	\$2,000,000	\$2,000,000
Self-Insured Retention	\$25,000	\$25,000
Retroactive Date	7/1/2015	7/1/2015

Proposal of Insurance



Named Insured

LINE OF COVERAGE	NAMED INSURED
All coverage lines unless otherwise shown in the respective coverage summaries	City of Avondale

Note: Any entity not named in this proposal may not be an insured entity. This may include partnerships and joint ventures.

Location Schedule

Per Schedule on File with Carrier

Subjectivities to Bind

- Policies and procedures regarding jail operations and strip search policies

Claims Reporting By Policy

Arthur J. Gallagher & Co. is the Insurance Broker for the City of Boulder. As your broker, we are available to answer questions and assist you with any claim related questions or concerns.

Claim-related questions should be addressed directly with Kendall Trump, Claim Consultant, at (303) 889-2570. In Kendall's absence, questions can be directed to your Account Management Team.

The intent of this section is to provide you with general guidelines for claim handling and reporting. Should a special situation occur that is not addressed here, please feel free to contact our office for guidance. Insurance coverage determinations will be made by your insurance carrier based on the language of the specific policy(ies) in effect.

Note, if reporting directly to the insurance carriers, the claim should also be reported to Arthur J. Gallagher Risk Management Services, Inc.:

Line of Coverage	Carrier	Policy Numbers	Address	When to Report
Property	Travelers	TBD	Travelers (800) 832-7839 **Arthur J. Gallagher	As soon as practicable
Public Entity Liability	Princeton Excess & Surplus Lines	TBD	The Princeton Excess & Surplus Lines Insurance Co. 555 College Road East Princeton, NJ 08543 Phone: 609-243-4200 Fax: 609-243-4558 clmsins@munichreamerica.com **Arthur J. Gallagher	Per terms found in coverage section
Excess Workers Compensation	Safety National	TBD	Safety National 1832 Schuetz Road St. Louis, MO 63146 Toll Free Phone : 888-995-5300 Fax: 314-995-3897 **Arthur J. Gallagher	
Cyber Liability	Ace American	TBD	Director of Claims Chubb P.O. Box 5105 Scranton, PA 18505-0518 Fax : 877.201.8787 Email : chubbclaimsfirstnotice@chubb.com Web : chubbcyber.com	

****Report to:**

Arthur J Gallagher Risk Management Services, Inc.

Main Claims Email: SCclaims@ajg.com

Program Details

Property

Carrier: The Travelers Indemnity Company
Policy Period: July 1, 2019 to July 1, 2020
Covered Locations: Per Statement of Values provided by the City
TIV: \$258,667,297

Covered Property: Buildings, Business Personal Property, Business Income, Electronic Data Processing Data and Media, Accounts Receivable, Valuable Papers and Records, Fine Arts, Equipment (scheduled and unscheduled)

	Amounts	Coverages
Property Limit(s):		
\$	250,000	Additional Debris Removal Expense
\$	25,000,000	Boiler and Machinery
\$	5,000,000	Builders Risk
\$	1,000,000	Business Income, Extra Expense, Rental Value; ordinary Payroll included
	30 Days	Civil Authority
\$	250,000	Claim Data Expense
\$	1,391,777	Contractors Equipment
	25% of the sum of the amount paid for Covered Property loss and the applicable deductible	Debris Removal
\$	1,000,000	Dependent Property – Business Income
\$	10,000,000	Earthquake; except high and moderate hazard zones
\$	100,000	Equipment Rental Expense
	180 Days	Extended Period of Indemnity
\$	1,000,000	Fine Arts; \$50,000 max per item
\$	1,000,000	Flood – Zone A
\$	10,000,000	Flood – Low Hazard Zones
\$	1,000,000	Ingress or Egress; within 1 mile; 30 days
\$	250,000	Limited Fungus, Wet Rot and Dry Rot annual aggregate
\$	100,000	Limited Electronic Vandalism; annual aggregate
\$	2,500,000	Newly Constructed or Acquired Property, at any one building, in any one occurrence; 180 days
\$	100,000	Newly Acquired Contractors Equipment
		Newly Acquired Property – Earth Movement In the Aggregate
\$	10,000,000	Ordinance or Law; Demolition Costs and Increased Costs of Construction included
\$	1,000,000	Outdoor Property including Debris Removal, in any one occurrence; \$2,500 max per tree, shrub, or plant
\$	100,000	Personal Effects and Fine Arts of Officers and Employees
\$	250,000	Pollutant Cleanup and Removal annual aggregate
\$	1,000,000	Property at Undescribed Premises

Property (Continued)

	Amounts	Coverages
Property Limits (Continued):		
\$	1,000,000	Property in Transit
\$	1,000,000	Utility Services
	Amounts	
Deductibles:		
\$	10,000	All Other Perils <i>except:</i>
	24 Hours	Business Income
\$	25,000	Earthquake
\$	25,000	Flood for All Zones Except A
\$	100,000	Flood Zone A
\$	10,000	Boiler and Machinery
\$	10,000	Utility Services – Direct Damage
\$	25,000	Wells-Booster Stations

Perils Insured: All Risk including Flood & Earthquake; except as excluded

- Exclusions including but not limited to:**
- **Vehicle Damage**
 - Governmental Action
 - Nuclear Hazard
 - War and Military Action
 - Computer Virus
 - Programming Errors or Omissions
 - Collapse of Buildings
 - Loss Due to Virus or Bacteria

Terms / Conditions: • 90 Days Notice of Cancellation, Non-Renewal, 10 Days for Non-Payment of Premium

Coinsurance: • None

Valuations:

- Real and Personal Property – Replacement Cost
- Business Income (Time Element) – Actual Loss Sustained

Public Entity Liability

Carrier: The Princeton Excess and Surplus Lines Insurance Company
Policy Period: July 1, 2019 to July 1, 2020
Form: Occurrence

- Coverage Includes:**
- General Liability including Law Enforcement
 - Automobile Liability
 - **Auto Physical Damage**
 - Public Officials
 - Employment Practices
 - Employee Benefits Liability (claims made)
 - Sexual Abuse
 - Sexual Harassment

Limits:	General Liability (including Law Enforcement):	\$	10,000,000	Per Occurrence
		\$	20,000,000	Aggregate (does not apply to Auto Liability)
	Automobile Liability	\$	10,000,000	Per Accident
	Auto Physical Damage^{(1)**}	\$	5,000,000	Each Accident
	Auto Physical Damage^{(2)**}	\$	5,000,000	Each Accident
	Public Officials, Employment Practices Liability, Sexual Abuse, Sexual Harassment, Employee Benefit Liability	\$	10,000,000	Each Claim/Occurrence
		\$	20,000,000	Aggregate
Retention:	General Liability:	\$	500,000	Each Occurrence
	Automobile Liability	\$	500,000	Each Accident
	Auto Physical Damage⁽¹⁾	\$	100,000	Each Accident
	Auto Physical Damage⁽²⁾	\$	50,000	Each Accident
	Public Officials, Employment Practices and Employee Benefits Liability	\$	500,000	Each Wrongful Act

(1) For vehicles with Actual Cash Value (ACV) greater than \$500,000 per Schedule A

(2) For vehicles with ACV of \$500,000 or less per Schedule B

****When three or more covered vehicles are involved in the same Occurrence, the underlying retention will be capped at \$150,000**

Schedules A and B can be found under the Appendix tab found in this proposal

Public Entity Liability (continued)

Defense Provisions:

- Inside the Retained Limit (SIR) and inside the limits of insurance
- Company has no Duty to Defend claims against an Insured
- Insured has the Duty to Defend any claim to which the insurance applies and shall be responsible for Ultimate Net Loss up to the Self-Insured Retention
- Insured must obtain written approval before offering or agreeing to pay an amount in excess of the Retained Limit (SIR); Company has the right to settle any claim that, in their sole opinion, may create indemnification obligations under the policy.

Terms / Conditions:

- 90 Day Notice of Cancellation/10 Days for Non-Payment of Premium
- Additional Insureds – must be scheduled

Definition of Claim:

Claim means a written or oral notice, including a Suit, demanding payment of money to compensate for loss or injury.

Significant Exclusions (including but not limited to):

- Eminent Domain, Condemnation, Inverse Condemnation, Adverse Possession
- Price Fixing
- Rendering or Failure to Render Medical Services (does not apply to incidental medical malpractice under the General Liability)
- Rendering or Failure to Render Professional Services
- Fines, Penalties, or Expenses Imposed
- Punitive Damages
- Fiduciary Liability
- Criminal, Fraudulent or Dishonest Acts
- Pollution
- Asbestos, Lead
- Utility Failure
- Terrorism (unless purchased)

Audit Terms:

- Not Subject to Audit

Public Entity Liability (continued)

Duties in the Event of an Accident, Occurrence or Wrongful Act:

1. You must see to it that:
 - a. We are notified in writing as soon as practicable, but no later than indicated in the applicable Coverage Part Insuring Agreement, once you have knowledge of any Accident, Occurrence or Wrongful Act which may reasonably result in a Claim that could involve indemnification by this policy.
 - b. If a claim is made against an Insured:
 - (1) You or your TPA immediately record the specifics of the Claim and the date received: and
 - (2) If a claim could involve indemnification by this policy, you notify the carrier of such claim in writing as soon as practicable, but no later than indicated in the applicable Coverage Part Insuring Agreement

With respect to paragraphs a. and b. above, notice shall be deemed given as soon as practicable if it is given to us by the department or person to whom you have delegated such responsibility as soon as practicable after they have knowledge of any Accident, Occurrence, Wrongful Act, or Claim that meets the criteria on paragraphs a. and b. above.

2. In any event you must notify the Carrier as soon as practicable, but no later than indicated in the applicable Coverage Part Insuring Agreement, of any Accident, Occurrence, Wrongful Act or Claim, regardless of the coverage or liability which:
 - a. Results in the establishment of a reserve, or would reasonably require the establishment of a reserve, for damages which equals or exceeds 50% of the Retained Limit; or
 - b. Involves any of the following:
 - (1) Paraplegia
 - (2) Quadriplegia
 - (3) Severe burns (second or third degree burns on excess of 30% of the body)
 - (4) Fatalities
 - (5) Amputation or loss of use of a major extremity
 - (6) Sensory loss (sight, hearing, smell, etc.)
 - (7) Significant psychoneurotic involvement
 - (8) Discrimination or violation of civil rights
 - (9) Sexual Abuse
 - (10) Sexual Harassment

Excess Workers' Compensation

Carrier: Safety National Casualty Corporation

Policy Term: July 1, 2019 to July 1, 2020

Workers' Compensation Coverage

CO Statutory

Employers Liability Limits

\$ 1,000,000 Each Accident

\$ 1,000,000 Each Employee or Disease

Retentions

\$ 500,000

\$ 1,000,000 Per Employee Wildland Firefighting Team

Aggregate

\$ 1,558,750

- Endorsements:**
- Incidental US Longshore & Harbor Workers, Defense Base Act, Outer Continental Shelf, and FELA Acts
 - Waiver of Subrogation
 - Voluntary Compensation
 - Alternate Same Communicable Disease
 - Foreign Voluntary Workers' Compensation and Employers Liability – including Endemic Disease

Claims Reporting Provisions: Claims are self-administered within the retention. Claims must be reported to Safety National as soon as you become aware

- Significant Exclusions (including but not limited to):**
- Punitive or Exemplary Damages

Minimum Premium: 100% of Deposit Premium

Audit Terms: Annual

Claim Reporting Instructions As soon as the City becomes aware, you must provide prompt notice to Safety National of: (a) any claim or action commenced against the City which exceeds, or is likely to exceed, 50% of the SIR; (b) the reopening of any claim in which a further award might involve liability of Safety National under this policy.

The following categories shall be reported to Safety National immediately:

1. Fatalities
2. Paraplegics and quadriplegics
3. Serious burns, defined as 2nd or 3rd degree burns involving 25% or more of the body
4. Brain injury
5. Spinal cord injury
6. Amputation of a major extremity
7. Any occurrence which results in a serious injury of two or more employees

Workers' Compensation Self Insurers Bond

Carrier: Travelers Casualty and Surety Company of America

Policy Term: July 1, 2019 to July 1, 2020

Bond Term: Continuous until cancelled

Penal Sum: \$ 350,000 Amount determined by Department of Labor Workers' Compensation Division

Obligee: Colorado Department of Labor and Employment, Division of Workers' Compensation

Cancellation Provision: 90 Days Written Notice to Obligee

Claim Reporting Instructions: As soon as practicable

Report Claims to:
Arthur J. Gallagher Risk Management Services, Inc.
Email: SCclaims@ajg.com

Cyber Enterprise Risk Management Insurance

Claims Made

Carrier ACE American Insurance Company
Policy Period: July 1, 2019 to July 1, 2020

Amounts incurred as claims expenses under this policy shall reduce and may exhaust the applicable limit of insurance and will be applied against any applicable retention.

1 st Party Insuring Agreements	Limit of Insurance Each Incident	Aggregate	Retention/ Waiting Period Each Incident
Cyber Incident Response Team	\$10,000,000	\$10,000,000	\$100,000
Cyber Incident Response Fund	(Data Breach Team – inside the limit)		
Non-Panel Response Provider	\$500,000	\$500,000	\$100,000
Business Interruption Loss & Extra Expense	\$10,000,000	\$10,000,000	\$100,000 / 12 Hours
Contingent Business Interruption Loss & Extra Expense	\$10,000,000	\$10,000,000	\$100,000 / 12 Hours
Digital Data Recovery	\$10,000,000	\$10,000,000	\$100,000
Network Extortion	\$10,000,000	\$10,000,000	\$100,000

3 rd Party Insuring Agreements	Limit of Insurance Each Incident	Aggregate	Retention/ Waiting Period Each Incident
Cyber, Privacy & Network Security Liability	\$10,000,000	\$10,000,000	\$100,000
Payment Card Loss	\$2,500,000	\$2,500,000	\$100,000
Regulatory Proceedings	\$2,500,000	\$2,500,000	\$100,000
Electronic, Social & Printed Media Liability	\$10,000,000	\$10,000,000	\$100,000

- Pending or Prior Proceedings Date:**
- July 1, 2014
 - July 1, 2016 - \$2M xs \$3M
 - July 1, 2018 - \$5M xs \$5M

Policy Maximum	Single Limit of Insurance	Aggregate
	\$10,000,000	\$10,000,000

Claims Made Coverage Note: Should you elect to change carriers (if a new retro-active date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within 60 days of the expiration date. The cost of this extended reporting period is 100% of the annual premium and is fully earned. The extended reporting period extends only to those claims that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within 60 days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Cyber Enterprise Risk Management Insurance (Continued)

Definition of Claim

- Claim**
1. written demand against any Insured for monetary damages or non-monetary or injunctive relief;
 2. civil proceeding against any Insured seeking monetary damages or non-monetary or injunctive relief,
 3. commenced by the service of a complaint or similar pleading;
 4. arbitration or mediation proceeding against any Insured seeking monetary damages or non-monetary or injunctive relief, commenced by the receipt of a written demand, or service of a complaint or similar pleading; criminal proceeding against an Insured commenced by: (a) an arrest, or (b) a return of an indictment, information or similar document;
 5. written request directed at an Insured to toll or waive a statute of limitations applicable to a Claim referenced in paragraphs 1-4 immediately above; or
 6. Regulatory Proceeding,

Including, where applicable, any appeal therefrom.

Definition of Protected Information

Protected Information means the following, in any format:

1. a natural person's name e-mail address, social security number, medical or healthcare data, other protected health information, driver's license number, state identification number, credit card number, debit card number, address, unpublished telephone number, account number, account histories, personally identifiable photos, personally identifiable videos, Internet browsing history, biometric records, passwords or other non-public personal information as defined in any Privacy or Cyber Laws; or
2. any other third party confidential or proprietary information:
 - a. provided to an Insured and protected under a nondisclosure agreement or similar contract; or
 - b. which an Organization is legally responsible to maintain in confidence.

Terms/Conditions

Territory	Worldwide
Cancellation	60 Days Notice except for 10 days for non-payment of premium

Extended Reporting Period

12 months for 100% of last annual premium

Cyber Enterprise Risk Management Insurance (Continued)

Extended Reporting Period

- A. Solely with respect to the Cyber Incident Response Fund; Cyber, Privacy and Network Security Liability; and Electronic, Social and Printed Media Liability insuring agreements, if the Insurer terminates or does not renew this Policy (other than for failure to pay a premium when due), or if the Named Insured terminates or does not renew this Policy and does not obtain replacement coverage as of the effective date of such termination or nonrenewal, the Named Insured shall have the right, upon payment of the additional premium shown in Item 7A of the Declarations and subject to the terms specified in Subsections B-E directly below, to a continuation of the coverage granted by this Policy for an Extended Reporting Period shown in Item 7B of the Declarations following the effective date of such termination or non-renewal.
- B. Coverage for the Extended Reporting Period shall be only for Claims first made or Incidents first discovered during such Extended Reporting Period and arising from Incidents taking place prior to the effective date of such termination or non-renewal. This right to continue coverage shall lapse unless written notice of such election is given by the Named Insured to the Insurer, and the Insurer receives payment of the additional premium shown in Item 7A of the Declarations, within thirty (30) days following the effective date of termination or non-renewal.
- C. The Extended Reporting Period is non-cancelable and the entire premium for the Extended Reporting Period shall be deemed fully earned and non-refundable upon payment.
- D. The Extended Reporting Period shall not increase or reinstate any Limits of Insurance. The Limits of Insurance as shown in Item 3 and Item 4 of the Declarations shall apply to both the Policy Period and the Extended Reporting Period, combined.
- E. A change in Policy terms, conditions, exclusions or premiums shall not be considered a non-renewal for purposes of triggering the rights to the Extended Reporting Period.

Exclusions (including but not limited to)

- Prior Knowledge, Pending or Prior Proceedings, Prior Notice
- Conduct – any dishonest, fraudulent, criminal, malicious or international act, error or omission, or any intentional or knowing violation of the law by an Insured; or the gaining in fact any profit, remuneration or financial advantage to which any Insured was not legally entitled (with exception)
- Bodily Injury (with exception) and Property Damage
- Wrongful Employment Practices
- Claims resulting from wrongful acts taking place in countries listed on the Office of Foreign Assets and Control (OFAC) list (list located on the US Treasury web site – <http://www.treas.gov/ofac>)
- Fee or Chargebacks
- Contract - For breach of any express, implied, actual or constructive contract, warranty, guarantee, or promise, including any actual or alleged liability assumed by the Insured
- Intellectual Property (with exception)
- Pollution
- Antitrust or Unfair Trade Practices
- Infrastructure Outage
- Discrimination or Employment Practices
- Unlawful Use or Collection of Protected Information
- Intentional Failure to Disclose
- Force Majeure
- Governmental Authority
- War, Nuclear
- Insured v Insured (with exception)
- Licensing Entities

Carrier Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING	ADMITTED / NON-ADMITTED
Travelers Indemnity Company	A++ XV	Admitted
Travelers Casualty and Surety Company	A++ XV	Admitted
The Princeton Excess & Surplus Lines Insurance Co.	A+ XV	Non-Admitted
Allied World Insurance Company	A XV	Admitted
Allied World National Assurance Company	A XV	Admitted
Safety National	A+ XV	Admitted
Ace American Insurance Company	A++ XV	Admitted
Landmark American	A+ XIV	Admitted
Zurich American Insurance Company	A+ XV	Admitted
Hallmark Specialty Insurance Company	A- VII	Non-Admitted

If the above indicated coverage is placed with a Non-Admitted Carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guarantee fund applicable in that state.

*The above A.M. Best Rating was verified on the date the proposal document was created.

Guide to Best Ratings Rating Levels and Categories

LEVEL	CATEGORY	Financial Size Categories (In \$000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)			
A++, A+	Superior	FSC I	Up to 1,000	FSC IX	250,000 to 500,000
A, A-	Excellent	FSC II	1,000 to 2,000	FSC X	500,000 to 750,000
B++, B+	Good	FSC III	2,000 to 5,000	FSC XI	750,000 to 1,000,000
B, B-	Fair	FSC IV	5,000 to 10,000	FSC XII	1,000,000 to 1,250,000
C++, C+	Marginal	FSC V	10,000 to 25,000	FSC XIII	1,250,000 to 1,500,000
C, C-	Weak	FSC VI	25,000 to 50,000	FSC XIV	1,500,000 to 2,000,000
D	Poor	FSC VII	50,000 to 100,000	FSC XV	2,000,000 or more
E	Under Regulatory Supervision	FSC VIII	100,000 to 250,000		
F	In Liquidation				
S	Suspended				

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. View the A.M. Best Important Notice: Best's Credit Ratings for a disclaimer notice and complete details at <http://www.ambest.com/ratings/notice>.

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Gallagher companies use A.M. Best Company's rating services to evaluate the financial condition of insurers whose policies we propose to deliver. Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at Compensation_Complaints@ajg.com or by regular mail at:

Chief Compliance Officer
Gallagher Global Brokerage
Arthur J. Gallagher & Co.
2850 Golf Rd.
Rolling Meadows, IL 60008

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

The TRIPRA program increases the amount needed in total losses by \$20 million each calendar year before the TRIPRA program responds from the 2015 trigger of \$100 million to \$200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Property Estimator Disclaimer

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.

Bindable Quotations & Compensation Disclosure Schedule

Client Name: City of Avondale, Arizona

COVERAGE(S)	CARRIER NAME(S)	WHOLESALE, MGA, OR INTERMEDIARY NAME ¹	EST. ANNUAL PREMIUM ²	COMM.% OR FEE ³	GALLAGHER U.S. OWNED WHOLESALE, MGA, OR INTERMEDIARY %
Property	Travelers Indemnity	N/A	\$166,042.00	0%	N/A
Property	Zurich American Ins Co	CRC	\$229,750	0%	7.5%
Public Entity Liability	Princeton Excess & Surplus	NA	\$455,731.20	0%	N/A
Public Entity Liability w/APD	Princeton Excess & Surplus	N/A	\$508,156.80	0%	N/A
Public Entity Liability	Allied World Insurance	Risk Placement Services, Inc.	\$319,574.00	0%	7.5%
Excess Liability \$20M xs \$10M	Allied World National Assurance	Risk Placement Services, Inc.	\$115,902.00	0%	5%
Excess Liability \$10M xs \$10M	Allied World National Assurance	Risk Placement Services, Inc.	\$89,259.00	0%	5%
Excess Liability \$10M xs \$20M	Hallmark Specialty Ins. Co.	Risk Placement Services, Inc.	\$46,440.00	0%	7.5%
XS Workers Compensation	Safety National	N/A	\$168,050.00	15%	N/A
Workers' Compensation Self Insurer Bond	Travelers Casualty and Surety Company of America	N/A	\$2,748.00	0%	N/A
Network Security & Privacy Liability	ACE American Insurance Co.	N/A	\$77,996.00	0%	N/A
Auto Physical Damage	Landmark American	CRC	\$129,000.00	0%	0%

¹ We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

² If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated April 30, 2019, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

			LINE OF COVERAGE	CARRIER
☐ Accept	☐ Reject		Property	Travelers Indemnity
☐ Accept	☐ Reject		Terrorism Coverage	
☐ Accept	☐ Reject		Property	Zurich American
☐ Accept	☐ Reject		Terrorism Coverage	
☐ Accept	☐ Reject		Property with Auto Physical Damage	Zurich American
☐ Accept	☐ Reject		Terrorism Coverage	
☐ Accept	☐ Reject		Public Entity Liability	Princeton Excess
☐ Accept	☐ Reject		Terrorism Coverage	
☐ Accept	☐ Reject		Public Entity Liability with APD	Princeton Excess
☐ Accept	☐ Reject		Terrorism Coverage	
☐ Accept	☐ Reject		Public Entity Liability	Allied World Insurance Company
☐ Accept	☐ Reject		Terrorism Coverage	
☐ Accept	☐ Reject		Auto Physical Damage Coverage	Landmark American
☐ Accept	☐ Reject		Excess Liability - \$20M xs \$10M	Allied World National Assurance
☐ Accept	☐ Reject		Terrorism Coverage	
☐ Accept	☐ Reject		Excess Liability - \$10M xs \$10M	Allied World National Assurance
☐ Accept	☐ Reject		Terrorism Coverage	
☐ Accept	☐ Reject		Excess Liability - \$10M xs \$20M	Hallmark Specialty Insurance Co
☐ Accept	☐ Reject		Terrorism Coverage	
☐ Accept	☐ Reject		Excess Workers' Comp	Safety National
☐ Accept	☐ Reject		WC Self Insurer Bond	Travelers Casualty and Surety Company
☐ Accept	☐ Reject		Network Security and Privacy Liability	ACE American Insurance Co.

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

Producer/ Insured Coverage Amendments and Notes:

Client Authorization to Bind Coverage (continued)

EXPOSURES AND VALUES

We confirm the payroll, values, schedules, and other data contained in the proposal, and submitted to the underwriters, are compiled from our records and we acknowledge it is our responsibility to see that they are maintained accurately. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies.

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed \$20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

I have read, understand and agree that the above-information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

By:

Print Name (Specify Title)

Company

Signature

Date:

Appendix



Schedule A: City of Avondale Schedule as of 4/19/2019

Unit	License Plate	Year	Make	Model	Serial Number	Actual Cash Value
4172	G-733FM	2008	PIERCE	F250 w/Liftgate	1FT7X2A67EEB36273	\$692,480

Schedule B: City of Avondale Schedule as of 4/19/2019

Unit	License Plate	Year	Make	Model	Serial Number	Actual Cash Value
6172	G-691GZ	2014	KOVATCH	F350 4X4 CREW	1FTWW31Y25EC88600	\$320,418
2174	G-105HL	2016	KME	F250 SUPER CAB	1FT7X2A67EEB36340	\$306,463
2172	G-324HH	2015	KME	F250 S/CAB UTIL	1FD7X2A62HED94457	\$304,528
2171	G-323HH	2015	KME	F350 EXT CAB	1FDWW36Y95EC88601	\$304,528
5172	G-732FM	2007	PIERCE	F250 w/SRV BED	1FD7X2A66HEC99514	\$292,947
1888	G-512HA	2014	FORD	TRAVERSE 1LT	1GNKRGKD5HJ256431	\$248,098
3172	G-492EK	2005	PIERCE	F250 TRUCK	1FTNF20548ED63945	\$241,800
3173	G-475EK	2005	PIERCE	F250 UTILITY	1FD7X2A68HED80384	\$241,800
3171	G-493EK	2005	PIERCE	F350 SUPERCAB	1FDWX36Y06ED65256	\$241,800
2032	G-741HR	2017	PETERBUILT 348	UT/JAI-600TH	533UT1229DC223507	\$232,195
1942	G-327HE	2015	Freightliner	TT 414 -6 TRLR	1F9KS1429H1025606	\$230,583
1388	G-326DE	2001	PIERCE	F350 4X4 CREW	1FT8W3BT3HEC34254	\$227,850
5174	G-993GR	2014	International	F350 Stake Bed	1FDRF3G6XGEC45267	\$203,807
1800	G-577FT	2007	INTERNATIONAL	TAHOE PATROL	1GNLCDEC5GR315727	\$199,011
1992	G-854HN	2017	Peterbilt	ST1300PA/BIKE	JH2SC515XFK300012	\$177,806
1958	G-902HH	2016	Peterbilt	ST1300PA/BIKE	JH2SC5154FK300006	\$176,617
1959	G-903HH	2016	Peterbilt	ST1300PA/BIKE	JH2SC5158FK300008	\$176,617
1960	G-904HH	2016	Peterbilt	ST1300PA/BIKE	JG2SC5152FK300022	\$176,617
2131	G-867JE	2018	FREIGHTLINER	SIDELOADER	5VCACR8F8DH215161	\$168,535
1852	G-953GR	2014	Peterbilt	Silverado 2WD	1GCRCPEH2FZ235736	\$162,917
1853	G-963GR	2014	Peterbilt	SILVERADO 4X4	1GCVKPEH5FZ227079	\$162,917
1854	G-964GR	2014	Peterbilt	SILVERADO 4X4	1GCVKPEH5FZ231388	\$162,917
1877	G-099GY	2014	Peterbilt	SR210 SKIDLOADR	NHM426367	\$162,917
1878	G-098GY	2014	Peterbilt	ST1300PA/BIKE	JH2SC51759K600157	\$162,917
1876	G-650GZ	2014	Peterbilt	SLVRDO 1500	1GCRCNEH8HZ216941	\$162,917
2094	G-522HX	2017	INTERNATIONAL	SAND PRO 08705	400166891	\$161,044
1850	G-708GK	2013	AUTOCAR	SILVERADO 1500	1GCRCNEH2HZ215722	\$159,871
1851	G-709GK	2013	AUTOCAR	Silverado 1500	1GCRCNEH3GZ253698	\$159,871
1969	G-001HN	2016	INTERNATIONAL	QUANTUM ENGINE	4P1CU01H55A005600	\$151,536
2077	G-047HN	2017	PETERBUILT 520	TAHOE (B/W)	1GNLC2E09ER203911	\$147,648
1957	G-378HH	2016	Peterbilt	SWEEPER/4300	1HTMMAAN37H530807	\$138,033
2103		2017	CASE	Savana Van-1TON	1GTHG35K091171235	\$130,240
2137		2018	CASE	Silent Messenger	4GM2M1316F1461580	\$130,240
1773	G-517FP	2008	UD/Nissan	PD INTRCEPTR	1FM5K8AR5GGD16180	\$127,886
1803	G-241FV	2007	INTERNATIONAL	PD INTRCEPTR	1FM5K8AR5JGC19083	\$115,603
2072	G-508HX	2017	FREIGHTLINER	Rear Mt Pumper	1K9AF4S86GN058129	\$114,742
1581	G-693ED	2005	FREIGHTLINER	PACIFICA L	2C4RC1AG0JR321768	\$104,318
1767	G-592FP	2008	American LaFran	Sweeper UD33RSE	JNAPC81L58AE70159	\$104,251
1963	G-391HH	2016	International	QUANTUM ENG	4P1CU01H95A005583	\$91,813
2081	G-126HL	2017	Peterbilt	TAHOE PPV	1GNLCDECXHR218959	\$89,358
1985	G-036HN	2017	Peterbilt	QUANTUM ENGINE	4P1CU01H85A005624	\$88,564
1896	G-651GZ	2015	FORD	TAHOE PATROL	1GNLCDEC0GR317062	\$86,212
1997	G-870HN	2016	FORD	F150 SUPER CAB	1FTEX1C8XHKC86979	\$84,812
1756	G-703FM	2008	FORD	TAHOE PATROL	1GNLC2EC6FR654855	\$77,352
2078	G-348HS	2017	PETERBUILT	TAHOE (DUI)	1GNLC2ECXFR298359	\$64,578
2079	G-349HS	2017	PETERBUILT	TAHOE 4X4 SGT	1GNSK2E00ER178377	\$64,578
1943	G-352HH	2015	FORD	F150 SUPER CAB	1FTEX1C8XHKC86982	\$62,021
2056		2016	CASE	TAHOE PPV	1GNLCDEC0HR222776	\$60,271
2057		2016	CASE	TAHOE PPV	1GNLCDEC3HR220729	\$60,271

1929		2015	CASE	QUADCAB 1500	1C6RR6FT9JS340780	\$57,982
1886		2014	Leeboy	PRIUS HYBRID	JTDKB20U293465098	\$54,780
2037	G-901HR	2017	DITCH WITCH	TAHOE PPV	1GNLCDEC0HR222759	\$54,299
2099	G-539HX	2017	EH WACHS	TAHOE PPV	1GNLCDECXJR293828	\$54,299
1734	G-894FF	2008	FREIGHTLINER	TAHOE PATROL	1GNLC2EC1FR654939	\$50,909
1980	SN NGC737021	2015	CASE	SWEEPER/4300	1HTMKSTN4JH542139	\$50,100
1981	SN NGC737022	2015	CASE	TAHOE (B/W)	1GNLC2E04ER200737	\$50,100
1930	CLAW TRACTOR	2015	CASE	TAHOE (B/W)	1GNLC2E08ER199544	\$47,841
1243	N/A	1997	CASE 621B	NITRO SUV	1D8GT58K08W233881	\$46,665
2086	G-510HX	2017	FORD	UTILITY TRAILER	1YGUS08136B023313	\$45,647
2105	G-868JE	2018	CASE	TAHOE (B/W)	1GNLC2E03ER199595	\$45,214
1778		2008	CASE	TAHOE PATROL	1GNLCDEC0GR316302	\$44,836
1233	G-823BS	1998	VOLVO	Silverado 1500	1GCRNEH5GZ248888	\$44,702
1887	G-511HA	2014	CRAFCO	PUMPER-2G	4P1CT02E31A001742	\$43,479
1201	G-458BH	1996	CHEVROLET	MC94PH8 MIXER	F1852417	\$41,826
1984	G-006HP	2016	Starcraft	IMPALA LIMITED	2G1WA5E35G1136056	\$40,464
1788	G-210FV	2009	FORD	348 Dump Truck	2NP3LJ0X8JM459443	\$39,042
1704	G-411FA	2007	SCOTTY	F150 Super Cab	1FTEX1C82GFB30149	\$38,080
1848	G-943GR	2012	Fair-West	F150 SUPER CAB	1FTEX1C86HKC86980	\$37,687
1895	G-866HD	2014	ATLAS- COPCO	TRAVLVAC 300	1E9BT1015HC297257	\$36,000
2013	G-888HN	2016	CHEVROLET	320-Side Loader	3BPZLJ0XXGF100331	\$34,589
1866	G-576GX	2014	CHEVY	348 Dump Truck	2NP3LJ0X1HM409557	\$34,434
2104	N/A	2018	CASE	SEMI TRUCK	4VGJDCPF4WN860443	\$34,160
2071	G-303HS	2017	ISUZU	Rear Mt Pumper	1K9AF4285FN058010	\$34,114
1928		2013	CASE	QUADCAB 1500	1C6RR6FT1JS304548	\$33,759
1964		2015	Wachs	TAHOE PATROL	1GNLCDEC1GR316678	\$33,494
2023	G-015HN	2016	FORD	320-Side Loader	3BPZLJ0X1GF100332	\$33,349
1806	G-256FV	2009	FORD	TRAILER	TB6-70P-154	\$32,596
1819	G-219FV	2009	GMC	320-Side Loader	3BPZLJ0XXHF107751	\$32,277
2095	G-922HX	2017	FORD	TAHOE PPV	1GNLCDEC4HR221646	\$31,125
2110	G-498JF	2018	CHEVY	DUMP TRAILER	4P5D71423K1295984	\$30,868
1735		2006	CASE	Water Pump	1055380	\$30,796
1931	G-398HH	2015	CHEVROLET	320-Side Loader	3BPZLJ0X8GF100330	\$30,424
2000	G-880HN	2016	CHEVROLET	7600 SBA 6X4	3HTGSSNT9GN105910	\$30,125
2001	G-881HN	2016	CHEVROLET	7600 W/VACTOR	1HTWYSBT27J396641	\$30,125
2002	G-882HN	2016	CHEVROLET	885B GRADER	HBZN0885THAF06322	\$30,125
2003	G-883HN	2016	CHEVROLET	Aerator 686	315000129	\$30,125
2004	G-884HN	2016	CHEVROLET	ARROW BOARD	5F11S101161001334	\$30,125
2005	G-873HN	2016	CHEVROLET	ASPHALT PLANER		\$30,125
2006	G-874HN	2016	CHEVROLET	AUX DIESEL		\$30,125
2007	G-875HN	2016	CHEVROLET	BIG COUNTRY 6X4	2J222B00006	\$30,125
2008	G-876HN	2016	CHEVROLET	Boat & Trailer	5KTBS15188F183757	\$30,125
2009	G-885HN	2016	CHEVROLET	BOX TRAILER	4RACS10149K026993	\$30,125
2010	G-886HN	2016	CHEVROLET	BOX TRAILER	1WC200H22B7038982	\$30,125
2011	G-877HN	2016	CHEVROLET	BOX TRAILER	53BLTEA13EF009001	\$30,125
2012	G-878HN	2016	CHEVROLET	BUSH CHIPPER	486SE1510MW007698	\$30,125
1775		2008	DV200C-1106D	WATER PUMP	1P9BP1359JV591165	\$30,084
1945		2008	GORMAN RUPP	WELDER	KE-605052	\$30,084
1849	G-944GR	2013	H & H TRAILER	TransitConnect	NM0LS7E76G1239088	\$29,983
1941	G-308HE	2015	FORD	QUANTUM SUPT	4P1CU01H67A007889	\$29,949
2045	G-337HS	2017	CHEVY	CHARGER SE	2C3CDXBGXHH546627	\$29,657
2048	G-334HS	2017	CHEVY	Condor Rearload	5SXHANA848RZ67261	\$29,657
2049	G-333HS	2017	CHEVY	CRACK SEALER	1C9SC1221E1418163	\$29,657
2050	G-332HS	2017	CHEVY	CRACK VAC 150	11CV01	\$29,657
2051	G-331HS	2017	CHEVY	CROWN VIC	2FAHP74V76X140494	\$29,657
2052	G-330HS	2017	CHEVY	CS12 X ENCLTRLR	1N9BV151XGP159997	\$29,657
2053	G-347HS	2017	CHEVY	DAKOTA	1D7HE32K39S762332	\$29,657

2054	G-536HX	2017	CHEVY	DUMP M2106	1FVACYDT28HZ61442	\$29,657
2111	G-479JF	2018	CHEVY	DV36 Roller	JDBODV36NDRT40320	\$29,657
2112	G-499JG	2018	CHEVY	DW FX65	1DSB202Z4H1701916	\$29,657
2113	G-496JF	2018	CHEVY	E150 VAN 12 PAX	1FMNE11W89DA66605	\$29,657
2114	G-495JF	2018	CHEVY	E350 BUS	1FDEE3FS8GDC33320	\$29,657
2115	G-493JF	2018	CHEVY	E350/ELDOR BUS	1FD3E35SX8DB47856	\$29,657
2116	G-494JF	2018	CHEVY	E450 Van/CCTV	1FDXE4FS4EDA29058	\$29,657
2046	G-336HS	2017	CHEVY	CHARGER SE	2C3CDXBG6HH546642	\$29,657
2047	G-335HS	2017	CHEVY	COMPRESSOR	370867UEQB34	\$29,657
2098	G-521HX	2016	FORD	F150 Super Cab	1FTEX1C80GFB30151	\$29,346
2088		2017	JOHN DEERE	TRAILER	16VNX1626B2C01898	\$27,777
1867	G-657GZ	2014	CHEVROLET	4X2 GATOR	1M04X2SJAEM092698	\$27,390
1569	G-608ED	2005	FORD	F150 Super Cab	1FTEX1C80GFB30148	\$27,162
2063	G-327HS	2017	FORD	F250 S/CAB UTIL	1FT7X2A65GED29380	\$26,747
1932	G-392HH	2015	CHEVROLET	580SN BACKHOE	JJGN58SNLFC720096	\$26,715
1934	G-393HH	2015	CHEVROLET	580SN Extenahoe	NHC742551	\$26,715
1935	G-397HH	2015	CHEVROLET	586H FORKLIFT	JJGN580HVJC749116	\$26,715
1936	G-386HH	2015	CHEVROLET	621B WHL LDR	JEE0054487	\$26,715
1937	G-387HH	2015	CHEVROLET	621G LOADER	JEEN0621VF246238	\$26,715
1938	G-395HH	2015	CHEVROLET	70 LRTRAILER	16VNX1426H2043796	\$26,715
1939	G-396HH	2015	CHEVROLET	7400 Attack Veh	1HTWEADR98J669404	\$26,715
1890	G-514HA	2014	FORD	320-Side Loader	3BPZLJ0X3EF247894	\$26,661
1818	G-020FX	2009	FORD	F250 S/CAB S/B	1FT7X2A69GED29379	\$26,594
1983	G-020HN	2016	FORD	TAHOE PATROL	1GNLCDEC5GR319387	\$26,592
1891	G-525HA	2013	CHEVROLET	570NEP CLAW TRA	JJGN570NJC737022	\$26,465
1746	G-284FH	2008	FORD	Water Pump	092921831	\$26,324
2093	G-328HS	2017	FORD	F450 SIGN TRK	1FDXF46Y28EB35119	\$26,284
2080	G-312HS	2017	FORD	TAHOE PPV	1GNLCDECXHR223627	\$26,284
1726	G-350FA	2008	FORD	F150 Super Cab	1FTEX1CM3EKG35408	\$26,120
1868	G-093GY	2014	CHEVROLET	4X2 Gator W/Cab	W004X2X044516	\$25,846
1869	G-095GY	2014	CHEVROLET	4X2 GATOR-TS	1M04X2SJHEM092736	\$25,846
1870	G-661GZ	2014	CHEVROLET	4X4 GATOR HPX	M0HP4GX046828	\$25,846
1871	G-096GY	2014	CHEVROLET	5065E TRACTOR	1PY5065EPHH401483	\$25,846
1872	G-658GZ	2014	CHEVROLET	570M SERIES 3	N8C501858	\$25,846
1873	G-659GZ	2014	CHEVROLET	570MXT Tractor	JJG0303383	\$25,846
1874	G-660GZ	2014	CHEVROLET	F150 Super Cab	1FTEX1C82GFB30152	\$25,846
1893	G-530HA	2014	CHEVROLET	F150 SUPER CAB	1FTFX1CFXEKD62232	\$25,846
2129	G-555JF	2018	FORD	F150 Super Cab	1FTEX1C89GFB30147	\$25,801
1940	G-343HE	2015	CHEVROLET	F150 REG CAB	1FTMF1C84HKC86975	\$25,713
2040	G-320HS	2017	FORD	ESCAPE 4WD	1FMCU9GD6JUC91088	\$25,293
1228	G-558BS	1997	STECO TRLR	Silent Messenge	4GM2M1318F1461581	\$24,452
2019	G-387HR	2016	FORD	F150 SUPER CAB	1FTEX1CMOEKD55333	\$24,333
2074	G-551HX	2017	FORD	Rogue Sedan	JN8AS5MT3DW030701	\$24,203
2036		2017	CASE	Ranger (ATV)	3NSRCA578GG524138	\$24,191
2128	G-557JF	2018	FORD	TRANSIT CONNECT	NM0LS73J1379736	\$24,127
2102	G-234JD	2018	PREMIER PUMP			\$24,067
1995	G-868HN	2016	FORD	SWEEPER 4300	1HTMKSTN0GH210336	\$24,025
2075	G-902HX	2017	FORD	TAHOE PPV	1GNLCDEC1HR221314	\$23,898
2132	G-438JA	2018	FORD	EXPED. 4X2	1FMJU1F53CEF17006	\$23,785
2085	G-900HX	2017	FORD	Utility Flatbed	5UPTU20237B002546	\$23,619
2043	D-500HX	2017	FORD	CARHAULER	3CVCH182782111890	\$23,572
2020	G-386HR	2016	FORD	Ram Quad Cab	1C6RR6FG8GS376312	\$23,247
1838	G-898GD	2011	CHEVROLET	377 BRUSH DUMP	2NP2HM8X4JM460303	\$23,241
1837	G-897GD	2011	CHEVROLET	377 BRUSH DUMP	2NP2HM8X2JM460302	\$23,241
2082	G-046HN	2017	FORD	Rogue Sedan	JN8AS5MT1DW550749	\$23,041
1768	G-591FP	2008	FORD	F150 SUPERCAB	1FTEF1C81HKC86983	\$23,039
2014	G-377HR	2016	FORD	C11RD50AA	4XARD50A72D827434	\$22,847

1820	G-576FY	2010	FORD	320-Side Loader	3BPZLJ0X0EF216358	\$22,647
2044	G-346HS	2017	FORD	CARHAULER TLR	3CVC5182X72095711	\$22,261
2042	G-345HS	2017	FORD	EVR-750 Valve	15-1425	\$22,261
2021	G-690GZ	2016	FORD	F350 w/SRV BED	1FDSX34578EE36575	\$22,047
1933	G379HH	2015	CHEVROLET	580SN Extenahoe	NHC742549	\$21,905
2017	G-383HR	2016	FORD	RADAR TRAILER	1A9S30ES5C1872218	\$21,778
2065	G-304HS	2017	FORD	INTERCEPT LT	1FM4K8AR9HGC25026	\$21,388
2022	G-730HR	2016	FORD	SWEEPER M2106	1FVACXDC55HV19552	\$21,237
1993	G-860HN	2016	FORD	F150 SUPERCAB	1FTEX1C82HKD77034	\$21,149
1994	G-859HN	2016	FORD	F150 SUPERCAB	1FTEX1C80HKC86988	\$21,149
2062	G-306HS	2017	FORD	F150 SUPERCAB	1FTEX1C87HKC86986	\$20,515
2061	G-307HS	2017	FORD	F150 Super Cab	1FTEX1CM9EKD55332	\$20,514
1875	G-653GZ	2014	CHEVROLET	570NEP CLAW TRA	JJGN570NKG737021	\$20,470
1892	G-529HA	2014	CHEVROLET	570NEP CLAW TRA	JJGN570NAJC748274	\$20,470
1991	G-042HN	2016	FORD	F150 SUPERCAB	1FTEX1C85HKC86985	\$20,311
2018	G-382HR	2016	FORD	TRANSIT 350	1FBAX2CGXHKA62627	\$20,204
1955	G-353HH	2015	FORD	F150 SUPER CAB	1FTRX12W37KB48068	\$20,183
2106	G-233JD	2018	FORD	FUSION SEDAN	3FAHP0HG1BR166584	\$19,883
2087	G-519HX	2017	FORD	TRAILER	16VAX121741A37887	\$19,730
1883	G-662GZ	2014	FORD	TAHOE PATROL	1GNLCDEC7GR320346	\$19,661
2064	G-305HS	2017	FORD	F150 SUPERCAB	1FTEX1C84HKD77035	\$19,577
1845	G-829GG	2012	FORD	F150 Super Cab	1FTEX1C88GFB30155	\$19,479
2120	G-351JB	2018	DODGE RAM	EXPRESS VAN	1GCWGAFF3H1177235	\$19,473
1769	G-594FP	2008	FORD	TRAILER	2SWUW11A84G173337	\$19,452
2015	G-378HR	2016	FORD	C1500	1GCEC19Z24Z283491	\$19,306
2016	G-379HR	2016	FORD	CARAVAN	2C4RDGB7GR284970	\$19,306
2034	BNV-1727	2017	CHEVY	ESCAPE	1FMCU03128KC14604	\$19,302
1641	G-849ET	2006	FORD	F150 SUPERCAB	1FTEX1C89HKC86987	\$19,295
2107	CFG-5480	2018	CHEVY	EX 6 TRAILER	53BCTEA18KF029403	\$19,117
2083	G-537HX	2017	FORD	TAHOE PPV	1GNLCDEC6HR221616	\$17,905
2091	G-538HX	2017	FORD	TRANSIT CONNECT	NM0GS9F76J1378866	\$17,905
2070	G-326HS	2017	FORD	F150 SUPER CAB	1FTRX12W28FA70117	\$17,816
2089	G-520HX	2017	FORD	TAHOE PPV	1GNLCDEC0JR290422	\$17,791
2084	G-322HS	2017	FORD	TAHOE PPV	1GNLCDEC9JR290841	\$17,573
1645	G-831ET	2006	FORD	TAHOE K9 Unit	1GNLC2EC7FR655559	\$17,483
1950	5879SA	2015	HONDA	F-150 SPRCAB	1FTEX1CB6JKE40461	\$17,475
1951	5880SA	2015	HONDA	F150 Sprcab4X4	1FTEX1E81GKD84150	\$17,475
1952	5881SA	2015	HONDA	F150 SPRCREW	1FTEW1CG8GKF32906	\$17,475
1953	5882SA	2015	HONDA	F150 Super Cab	1FTEX1CM8EFC97075	\$17,475
2066	G-310HS	2017	FORD	IMPALA 1FL	2G11X5SA6H9154015	\$17,184
2067	G-313HS	2017	FORD	IMPALA 1FL	2G11X5SAXH9154616	\$17,184
2068	G-311HS	2017	FORD	IMPALA 1FL	2G11X5SA9H9154087	\$17,184
2069	G-314HS	2017	FORD	IMPALA 1FL	2G1105S35J9158326	\$17,184
1776		2008	NISSAN	TAHOE PATROL	1GNLCDEC0GR317305	\$17,100
2119	CFG-5469	2018	DODGE RAM	EXPRESS VAN	1GCZGTCG6E1111960	\$17,083
1570	G-651ED	2005	FORD	F250 Dog Wagon	1FD7X2A63EEB88205	\$17,067
1924	G-267HE	2015	CHEVROLET	320-Side Loader	3BPZLJ0X5EF247895	\$17,016
1925	G-268HE	2015	CHEVY	320-Side Loader	3BPZLJ0X7EF247896	\$17,016
2127	G-492JF	2018	FORD	TAHOE VIP	1GNLC2E00BR361033	\$16,996
2038	5889-SA	2017	BMW	F150 Super Cab	1FTEX1C84GFB30153	\$16,933
1996	G-869HN	2016	FORD	TAHOE PPV	1GNLCDEC4HR221386	\$16,880
2123	G-556JF	2018	CHEVY	EXPD. 4X2	1FMJU1FT3FEF24119	\$16,728
2035	G-748HR	2017	CHEVY	UT102	4P5UT102812018371	\$16,372
2055	G-900HR	2017	CHEVY	RANGER 570	3NSRMA578GE752813	\$16,372
2076	G-509HX	2017	FLEMING	TAHOE (B/W)	1GNLC2E01ER201389	\$16,200
2117	CFG-5499	2018	CHRYSLER	EXPLORER 4WD	1FM5K8D9JGC19087	\$16,181
2118	CFT-1113	2018	CHRYSLER	EXPLORER 4X4	1FMEU72E46UB03995	\$16,181

1979	G-014HN	2016	FORD	F150 SUPER CAB	1FTEX1CM1EKG35407	\$16,139
1879	G-596GX	2014	FORD	Pressure Washer	1W9BX0612XP178811	\$15,947
1835		2011	CRAFCO	Portable Gen	16MPF1029ED068567	\$15,947
2126	G-437JA	2018	FORD	TAHOE PPV	1GNLCDEC2JR291085	\$15,773
2027	G-745HR	2017	DODGE	ESCAPE	1FMCU0GD8JUB74013	\$15,615
2028	G-746HR	2017	DODGE	ESCAPE	1FMCU0GD8JUC70853	\$15,615
2033	G-747HR	2017	CHEVY	ESCAPE	1FMCU0G99HUC89241	\$15,505
1801	4686SA	2009	HONDA	F150 EXT CAB	1FTFX1CG3HKC86978	\$15,342
2058	G-300HS	2017	FORD	320 Rear Loader	3BPZLJ0X3GF100297	\$15,303
2059	G-902HR	2017	FORD	F150 SUPER CAB	1FTEX1C83HKC86984	\$15,303
1923	BES-6331	2014	FORD	ELGIN SWEEPER	3ALACXFE9KDKK4034	\$15,241
2029	G-744HR	2017	CHEVY	ESCAPE	1MFYU03137KB77826	\$15,121
2030	G-743HR	2017	CHEVY	ESCAPE	1FMCU03198KD40751	\$15,121
2031	G-742HR	2017	CHEVY	ESCAPE	1FMCU0F72GUB99766	\$15,121
2108	G-232JD	2018	FORD	GALION DUMPBODY	1GBT7H4J9TJ109764	\$15,114
1986	G-037HN	2016	CHEVROLET	TAHOE PPV	1GNLCDEC6HR220305	\$15,055
1988	G-038HN	2016	CHEVROLET		DO NOT COUNT	\$15,055
1624	G-424EK	2006	FORD	TAHOE PPV	1GNLCDEC3JR289300	\$15,009
1808	G-260FV	2009	FORD	F150 SUPER CAB	1FTRX12W68KC87676	\$14,972
2092	G-502HX	2017	FORD	LADDER	4P1CU01H68008042	\$14,961
1783	G-580FP	2009	TOYOTA	KAF40	JK1AFEN18HB500385	\$14,928
1761	G-759FM	2008	FORD	PD INTRCEPTR	1FM5K8AR3GGD04819	\$14,890
2025	G-252HE	2016	DODGE	KME Engine	1K9AF4289EN058753	\$14,846
1998	BND-3818	2016	Dodge	ESCAPE	1FMCU03759KC20192	\$14,822
2122	CEL-7148	2018	FORD	F150	1FTRF12W48KC87677	\$14,770
2109	CFT-1130	2018	DODGE	EXPLORER AWD	1FM5K8AR7GGC15691	\$14,740
2060	G-308HS	2017	FORD	Transit Connect	NM0LS7E78F1203319	\$14,724
2039	BNV1738	2017	FORD	ESCAPE	1FMCU0F76GUB38713	\$14,557
2121	G-243JD	2018	FORD	EXCAVATOR	41895	\$14,557
1927	G-269HE	2015	CHEVROLET	TAHOE (B/W)	1GNLC2E02ER198292	\$14,527
2124	G-489JF	2018	FORD	LIGHT TOWER	4GNLT08132B900664	\$14,411
1956	G-369HH	2015	FORD	GATOR 4X4 HPX	M0HP4GX070318	\$14,357
1972	G-004HN	2016	FORD	320-Side Loader	3BPZLJ0X7EF216356	\$14,354
1970	G-002HN	2016	FORD	F150 SUPER CAB	1FTRX12W47KC75265	\$14,354
1971	G-003HN	2016	FORD	F150 SUPER CAB	1FTRX12889FB08601	\$14,354
1975	G-007HN	2016	FORD	TAHOE PATROL	1GNLCDEC0GR318938	\$14,354
1976	G-008HN	2016	FORD	TAHOE PATROL	1GNLCDEC6GR317924	\$14,354
1977	G-009HN	2016	FORD	TAHOE PATROL	1GNLCDEC3GR318867	\$14,354
1978	G-010HN	2016	FORD	TAHOE PATROL	1GNLCDEC8GR318850	\$14,354
1973	G-005HN	2016	FORD	TRAILER 61/2X10	46XUT1019WM003143	\$14,354
1974	G-006HN	2016	FORD	Trailer/Welder	2SWUW11A65S030207	\$14,354
1982	G-019HN	2016	FORD	F350 w/SRV BED	1FD7X3E64HEC57293	\$14,335
1884	G-671GZ	2014	FORD	TRAILER	16VAN1213K1B28447	\$14,261
1719		2007	KUBOTA	TAHOE PATROL	1GNLC2EC3FR654148	\$14,261
2026		2016	TORO	FUSION SE	3FA6POH7XJR249842	\$14,144
1532	G-528DH	2004	CHEVROLET	TRAILER	1W9FB1211RP178281	\$14,137
2125	G-490JF	2018	FORD	GRAND CARAVAN	2C4RDGBG2JR305120	\$14,021
1755	G-701FM	2008	DODGE	KAF40	JK1AFEN18HB500547	\$13,918
1828	AJA -1022	2011	FORD	EXPLORER AWD	1FM5K8AR5GGC15690	\$13,909
1922	G-178HE	2014	FORD	F150 SUPER CAB	1FTRX12W37KB48071	\$13,835
2041	G-309HS	2017	FORD	ESCAPE SE	1FMCU0GD5JUC87965	\$13,680
1784	G-597FT	2009	DODGE	F150 4X4	1FTEX1E83HKD77038	\$13,609
1864	G-991GR	2013	Nissan	EDGE	2FMPK3J91HBC16873	\$13,318
1865	G-992GR	2013	Nissan	EJECTION TRAILR	1S9ESR2T7V1252697	\$13,318
1990	G-040HN	2016	FORD	KME Engine	1HTWEAZR1EJ496577	\$13,246
1989	G-039HN	2016	FORD	TAHOE PPV	1GNLCDEC8JR294072	\$13,246
1825	G-665GB	2011	FORD	EXPLORER	1FMEU63E07UB03941	\$13,021

1920	G-233HE	2014	FORD	FLATBED TRAILER	46XUT0911WM003893	\$12,864
1921	G-232HE	2014	FORD	HIEL REARLOADER	3BPDJ0X9JF187933	\$12,864
1882	G-092GY	2014	FORD	F150 SUPER CAB	1FTEX1C88HKC86981	\$12,783
1863	G-990GR	2013	NISSAN	TAHOE (B/W)	1GNLC2E04ER199556	\$12,771
1894	G-543HA	2014	FORD	2100 VACTOR	1FVHG3CYXFHGN9240	\$12,656
1718	G-437FA	2007	FORD	F150 Super Cab	1FTEX1C89GFB30150	\$12,608
1961	G-389HH	2015	Solar Tech	FOCUS	1FAHP3FN0BW151882	\$12,343
1962	G-390HH	2015	Solar Tech	FORKLIFT	1N1-722323	\$12,343
1966	G-137HL	2016	CHEVROLET	ESCAPE	1FMCU03108KD40749	\$12,294
1967	G-138HL	2016	CHEVROLET	ESCAPE	1FMCU0DG3BKA50144	\$12,294
1968	G-139HL	2016	CHEVROLET	ESCAPE	1FMCU03178KD40750	\$12,294
1760	G-760FM	2008	FORD	Water Pump	1413398	\$12,283
1702		2007	JOHN DEERE	F350 UT/CRANE	1FDWF36Y58EC93704	\$12,239
1881	G-598GX	2014	FORD	TAHOE PATROL	1GNLCDEC5GR316666	\$12,231
1880	G-597GX	2014	FORD	WELDER	AL132205	\$12,231
1926	G-270HE	2015	CHEVROLET	EQUIP TRAILER	1F9FS242X91025493	\$12,214
1728	G-400FA	2007	DODGE	TAHOE PPV	1GNLCDEC2JR293340	\$12,184
1826	AJA-1050	2011	FORD	EXPLORER	1FM5K7B80GGC42215	\$12,183
1810	G-046FX	2009	FORD	F150 SUPERCAB	1FTRF12W36NB10663	\$12,168
1727	G-385FA	2007	FORD	1000F Paver	102001	\$12,000
1740	G-935FF	2008	FORD	F350 UTIL BED	1FD7X3E62HEC57292	\$11,864
1623	G-546EK	2006	FORD	TAHOE TLO UNIT	1GNSK2E08DR330372	\$11,712
1827	G-675GB	2011	WELLS CARGO	F150 Super Cab	1FTEX1C86GFB30154	\$11,332
1745	G-251FH	2008	FORD	TAHOE VIP	1GNLC2E09BR359605	\$11,297
1807	G-261FV	2009	FORD	Grand Caravan	2D8HN44E79R532819	\$11,257
1750	G-728FM	2008	FORD	E450 RDV	1FDXE45S59DA19792	\$11,238
1751	G-729FM	2008	FORD	F-150 CREW 4X4	1FTEW1EB4JKE40460	\$11,238
1752	G-730FM	2008	FORD	INTRCEPTR UTIL	1FM5K8AR7HGC25025	\$11,238
1739	G-925FF	2008	FORD	LIGHT TOWER	4GNLT08131B900310	\$11,238
1700	G-829EY	2007	FORD	INTRCEPTR LT	1FM5K8AR5HGC25024	\$11,215
1786	G-216FV	2009	DODGE	TAHOE LT UNIT	1GNLC2E07ER203681	\$10,931
1691	G-394EW	2007	FORD	TRANSIT350 VAN	1FBZX2CM7HKA62626	\$10,736
1693	G-396EW	2007	FORD	WATER PUMP	3017H-1404	\$10,736
1742		2007	TORO	FLAT BED TRLR	1JK0DT2047M008207	\$9,995
1744	G-252FH	2008	FORD	FLATBED TLR	1F9FS142661025142	\$9,674
1824	G-848JH	2011	FORD	EXPEDITION 4X4	1FMFU16538LA82898	\$8,765
1086	N/A	1991	MORBARK	LOW DECK TRLR	1A9FB242XV1321061	\$8,142
1809	G-262FV	2009	FLEMING	TAHOE PATROL	1GNLCDEC8GR316628	\$7,671
1658	G-382EW	2007	INTERSTATE	PD INTRCEPTR	1FM5K8AR1GGD04818	\$7,199
1987	5886SA	2016	Polaris	TD822-9 TRAILER	1F9FS2229S1025784	\$7,120
2024	5888 SA	2016	POLARIS	TRACTOR 3520	LV3520H358114	\$6,943
1643		2006	Ingersoll-Rand	PATCHER TRK	1FVACYFE5JHJK5953	\$6,919
1444	2827SA	2002	POLARIS	F250	1FTNF20528ED63944	\$6,809
2101	G-353JB	2017	FLEMING	SAND PRO 5040	270001182	\$6,798
2133	G-869JE	2019	JP TRAILER	F350 UTILITY	1FD8X3E64JEC94113	\$6,080
1647	G-282EW	1997	AHART	TAHOE PATROL	1GNLC2EC2FR654366	\$5,457
1471		2003	MQ PWR CORP	F550/Bucket Trk	1FDUF5GT0FEB26749	\$5,201
1813	3553SA	2009	JOHN DEERE	POLICE SPECIAL	WB10A1305GZ196387	\$5,156
1965		2016	Toro	FRONTIER SV	1N6BDOCTXDN752877	\$4,963
2073		2017	CASE	Rear Mt Pumper	1K9AF4S89FN058009	\$4,963
1885		2014	ONSITE 300	F150 K9 UNIT	1FTFW1CV1AFB33922	\$4,909
1470		2003	MQ PWR CORP	F550 UTIL CRANE	1FDUF5GY5HEC34251	\$4,888
1484		2003	WHISPERWATT	F550/Platform	1FDUF5GT5GEC47486	\$4,851
1485	DA-7000S	2003	WHISPERWATT	F750 Digger Trk	3FRXF75T18V041042	\$4,851
1944	G-906HH	2015	Multiquip	FLATBED TRAILER	1W9FB0811VP178602	\$4,851
1593		2004	CUB CADET	F250 S/CAB S/B	1FD7X2A64GED29446	\$4,800
1594		2005	CUB CADET	F250 S/CAB S/B	1FT7X2A67GED29378	\$4,800

1697	G-827EY	2007	PJ TRAILERS	TRAILER	1W9FB1213RP178282	\$1,361
1757	G-531HA	2007	HaulRite	F250 S/CAB S/B	1FT7X2A65GED29377	\$1,346
1066	N/A	1989	LINCOLN	LIGHT TOWER	4GNLT08153B900893	\$1,317
1141	N/A	1994	MILLER	TAHOE K9	1GNLCDEC8GR320968	\$1,317
1779	G-581FP	2009	INTERSTATE	F150 CREW CAB	1FTFW1CF4EKD62231	\$1,200
1325	G-611CL	1999	WEIRS TRLR	NRR CRACK TRK	JALE5W16XH7304161	\$1,050
1313	G-813CJ	1999	WEIRS TRLR	F450/VALVE TRK	1FD0X4GYXGEA93052	\$995
1578	G-679ED	2006	ALUMA, LTD.	TAHOE (B/W)	1GNLC2E00ER200346	\$876
1534	G-450DW	2004	BIG TEX	320-Side Loader	3BPZLJ0X0EF216357	\$829
1069	LG-23F0	1989	BIG TEX	Light Tower Tlr	4GNBL0910EB038065	\$720
1354	G-060EY	2000	ZIEMAN TRLR	F150 CREW CAB	1FTEW1CM2EKG35404	\$705
1154	G-512FP	1994	WEIRS	F450/CRANE	1FDAF46Y79EA70484	\$570
1284	G-173CB	1998	RHEAS TRLR	TAHOE PATROL	1GNLC2EC7FR654301	\$561
1283	G-165CB	1998	RHEAS TRLR	TAURUS SE	1FAHP2D89HG111522	\$561
1152	G-665GJ	1994	WEIRS	F450 UTIL CRANE	1FDUF4GY1HEE28060	\$495
1060	LG-065X	1986	S & W	LIGHT TOWER	4GNLT08133B900892	\$480
1240	G-846BS	1997	WEIRS TRLR	TAHOE Lt.	1GNLC2EC5FR654510	\$449
1241	G-845BS	1997	WEIRS TRLR	UTILITY VEHICLE	1C045B00014	\$449
1620	G-867HD	2005	BLACKROCK	PACIFICA L	2C4RC1AG2JR321769	\$426
1540	G-963DK	2004	SNOWBEAR	F750 Dig-up Trk	3FRXX7FK2FV671197	\$390
C100		2005	EQUIPMENT	E450 BUS 15 PAX	1FD4E45S58DA26288	\$0
2096	5891-SA	2017	KAWASAKI	F250 S/CAB UTIL	1FT7X2A69GED29382	\$0
2097	5892-SA	2017	KAWASAKI	F250 S/CAB UTIL	1FT7X2A67GED29381	\$0
F100		2005	EQUIPMENT	F350 4X4 CREW	1FTWW31Y19EB15592	\$0
1906		2007	REC AUX DIESEL	FLATBED TRAILER	1W9FB081XVP178601	\$0
2134		2018	FORD	IMPALA 1lt	2G1105S33J9165579	\$0
2135		2018	FORD	IMPALA - SILVER	2G1WA5E39F1134325	\$0
1772	WCEDX09	2008	CHAMPION	IMPALA LIMITED	2G1WA5E38G1139095	\$0
1919	WCEMD51	2009	FORD	IMPALA LIMITED	2G1WA5E3XG1136313	\$0
1563		1990	MUTQUIP W/P	TAHOE PATROL	1GNLC2EC8FR655568	\$0



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The information contained herein is offered as insurance industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

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eRiskHub Overview and Login Information

The evolution of the cyber risk landscape has brought with it broad, sweeping regulations to address cybersecurity exposures. This digital transformation also presents new risks, including financial losses, for every industry. Gallagher's Cyber Practice delivers expertise alongside cyber risk management and insurance placement services, as well as a better way to construct risk management solutions. **CORE360™** — our comprehensive approach of evaluating our client's risk management program — leverages our analytical tools and diverse resources for customized, maximum impact on six cost drivers of their total cost of risk. First, we consult with you to understand all of your actual and potential costs, then find the best options to reallocate these costs based on strategic actionable insights empowering you to know, control and minimize your total costs increasing profitability. Additionally, our data-driven **CORE360™** approach allows us to implement programs for your business that will increase safety, minimize losses, mitigate claims and proactively analyze your cyber risk posture.

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- **Gallagher Cyber Risk Due Diligence** — A six-step process designed to walk clients through a simple, thought-provoking framework to encourage organizational communication, establish clear direction and highlight priorities to better understand your cyber risk profile.
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- **Security & Privacy Training** — An overview of best practices for creating an effective security training program for employees.
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As cyber risk evolves, so does our commitment to thought leadership. Our global cyber teams focus exclusively on cyber risk, and uniquely position Gallagher to share our knowledge, expertise and experience for the benefit of our clients.

If you have any questions about the Gallagher | eRiskHub®, please reach out to your broker or Adam Cottini at adam_cottini@ajg.com.

ajg.com

CITY COUNCIL REPORT

SUBJECT: Series 12 (Restaurant) Liquor License - Motor City Coney

MEETING DATE: 6/17/2019

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk, (623) 333-1214

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve an application for a Series 12 (Restaurant) Liquor License submitted by Gregory Lee Dunn to sell all spirituous liquors at Motor City Coney located at 1473 N Dysart Road, #103, in Avondale and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Motor City Coney is a quick service restaurant specializing in Detroit-style hot dogs that recently opened in the Coldwater Plaza shopping center. The shopping center is located at the northeast corner of Dysart Road and Van Buren Street; the suite occupied by Motor City Coney is located in a multi-tenant shops building adjacent to Dysart Road, immediately north of Peter Piper Pizza. The requested Series 12 (Restaurant) liquor license will allow the sale of alcoholic beverages ancillary to the sale of food on the premises.

Series 12 (Restaurant) liquor licenses are exempt from state-mandated 300-foot separation requirement from churches, schools, or fenced school recreational areas.

The General Plan designates the property as Urban Commercial and the current zoning is PAD (Planned Area Development). Restaurant uses are compatible with both the General Plan designation and PAD zoning.

DISCUSSION:

Staff has received an application from Gregory Lee Dunn for a Series 12 (Restaurant) Liquor License to sell all spirituous liquors at Motor City Coney located at 1473 N Dysart Road, #103, in Avondale.

The fees in the amount of \$1050 have been paid in full.

As required by state law and city ordinance, the application was posted for the required period of time, beginning on May 20, 2019. A notice was published in the Southwest Valley Republic on June 5th and June 7th. No comments have been received.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete. The Police, Fire, Development Services and Finance Departments have reviewed the application and are recommending approval. Their comments are attached.

BUDGET IMPACT:

No budget impact.

RECOMMENDATION:

Staff is recommending approval of a request to approve an application for a Series 12 (Restaurant) Liquor License submitted by Gregory Lee Dunn to sell all spirituous liquors at Motor City Coney located at 1473 N Dysart Road, #143, in Avondale.

State of Arizona
Department of Liquor Licenses and Control

Created 05/10/2019 @ 02:09:56 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	MOTOR CITY CONEY		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	1473 N DYSART ROAD #103 AVONDALE, AZ 85323 USA		
Mailing Address:	1473 N DYSART ROAD #103 AVONDALE, AZ 85323 USA		
Phone:	(623)230-2229		
Alt. Phone:			
Email:	MOTORCITYCONEYAZ@GMAIL.COM		

AGENT

Name:	GREGORY LEE DUNN
Gender:	Male
Correspondence Address:	1473 N DYSART ROAD #103 AVONDALE, AZ 85323 USA
Phone:	(623)230-2229
Alt. Phone:	
Email:	MOTORCITYCONEYAZ@GMAIL.COM

OWNER

Name: LSD60 LLC
Contact Name: GREGORY LEE DUNN
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 1903888 State of Incorporation: AZ
Incorporation Date: 10/05/2018
Correspondence Address: 1473 N DYSART ROAD
#103
AVONDALE, AZ 85323
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: MOTORCITYCONEYAZ@GMAIL.COM

Officers / Stockholders

Name:	Title:	% Interest:
GREGORY LEE DUNN	Managing Member	50.00
RONALD SCOTT STONEBREAKER	Member	50.00

LSD60 LLC - Managing Member

Name: GREGORY LEE DUNN
Gender: Male
Correspondence Address: 1473 N DYSART ROAD
#103
AVONDALE, AZ 85323
USA
Phone: (623)230-2229
Alt. Phone: [REDACTED]
Email: MOTORCITYCONEYAZ@GMAIL.COM

LSD60 LLC - Member

Name: RONALD SCOTT STONEBREAKER
Gender: Male
Correspondence Address: 1473 N DYSART ROAD
#103
AVONDALE, AZ 85323
USA
Phone: (623)230-2229
Alt. Phone: [REDACTED]
Email: [REDACTED]

APPLICATION INFORMATION

Application Number: 64574
Application Type: New Application
Created Date: 05/10/2019

QUESTIONS & ANSWERS

012 Restaurant

- 1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S. §4-203.01. Would you like to apply for an Interim Permit?
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.
No
- 2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.
Yes
- 5) Are you a tenant? (A person who holds the lease of a property; a lessee)
Yes
A Document of type LEASE is required.
- 6) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
PERSONAL GAURANTEE
- 7) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
No
- 8) Are you the owner?
No
- 9) Are you a purchaser?
No
- 10) Are you a management company?
No
- 11) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 12) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
ZERO
- 13) Have you provided a diagram of your premises?
Yes
- 14) Is there a drive through window on the premises?
No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NONE
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 17) Have you provided a Restaurant Operation Plan form?
Yes
- 18) Have you provided a Records Required for Audit form?
Yes

A hand-drawn floor plan of a restaurant layout. The plan is divided into several functional areas:

- Entrance:** Located on the right side, labeled "Entrance Exit".
- Front Counter:** A long counter running along the right wall, labeled "FRONT COUNTER".
- Bar/Service Area:** Located at the top right, labeled "Beer/Wine/Liquor Serving Area/Employee". It includes a "PEER" section and a "TAP" section.
- Serving Area:** Located at the top center, labeled "SERVING AREA".
- Kitchen Area:** Located at the top left, labeled "Kitchen Area". It includes a "HOOD", "WZ COOLER", "WZ FREEZER", and "3 Comp" (three compartments).
- Food Service:** Located in the center, labeled "Food Service". It includes a "POP" (popcorn) machine and a "HAND SINK".
- Dining Room Area:** Located in the center and bottom right, labeled "Dining Room Area". It features several tables and chairs, with "X" marks indicating seating. A "REACH INS" (reach-in) unit is also shown.
- Back Service Door:** Located on the left side, labeled "BACK SERVICE DOOR".
- Restrooms:** Located at the bottom left, labeled "Men's Room" and "Ladies Room".
- Office:** Located at the bottom left, labeled "OFFICE".

The plan also includes various other labels and markings, such as "COLD" at the top, "WZ" (walk-in freezer), "WZ COOLER", "WZ FREEZER", "HOOD", "SERVING AREA", "TAP", "PEER", "Beer/Wine/Liquor", "Serving Area/Employee", "Food Service", "Employee", "POP", "HAND SINK", "REACH INS", "FRONT COUNTER", "Dining Room Area", "Men's Room", "Ladies Room", "OFFICE", and "BACK SERVICE DOOR".

22/10/2017







19 MAY 10 10:41 AM

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ, 85007-2934
www.azliquor.gov
(602) 542-5141

DLIC USE ONLY
Job #: 64574

RESTAURANT OPERATION PLAN

1. Name of restaurant (Please print): **MOTOR CITY CONEY**

2. List equipment below by Make, Model, and Capacity : **(PROVIDE THE FOLLOWING ITEMS ONLY, NO ATTACHMENTS)**

Grill	1 - 36" SUNFIRE
Oven	1 - SINGLE OVEN 4 BURNER TOP- SUNFIRE
Freezer	1 WALKIN ARTIC; 1 REACH IN SUPERIOR
Refrigerator	1 WALKIN ARTIC; 1 REACHIN SUPERIOR
Sink	1 HAND SINK; 1 VEGETABLE; 1 3 COMPARTMENT WASH-RINSE-SANITIZE
Dish Washing Facilities	N/A NONE
Food Preparation Counter (Dimensions)	36"X60"
Other	

3. Attach a copy of your full menu **including prices** (examples: Breakfast, Lunch, Dinner, and Nonalcoholic beverages).

4. List the **seating capacity** for:

a. Restaurant dining area of your premises: [40]
(Do not include patio seating)

b. Bar area of your premises: [+ 0]

c. Total dining and bar seating capacity of your premises: [= 40.]

5. What Type of dinnerware and utensils are utilized within your restaurant?

☐ Reusable ☐ Disposable ☒ Both

6. Does your restaurant have a bar area that is distinct and separate from the dining area? ☐ YES ☒ No

(If yes, what percentage of the public floor space does this area cover?) _____ %

7. What percentage of your public premises is used primarily for restaurant dining?

(Do not include kitchen, bar, hi-top tables, or game area.) 70 %

8. Does your restaurant contain any games, televisions, or any other entertainment? ☒ YES ☐ No
(If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

4 TV'S

3 TV MENU BOARDS

9. Do you have live entertainment or dancing? ☐ YES ☒ No

(If yes, what type and how often 8.5

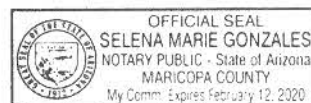
example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. Use space below to list how many employees for each position to fully staff your business.

Position	How many
Cooks	3 PART TIME
Bartenders	0
Hostesses	0
Managers	1
Servers	6 PART TIME
Other ()	
Other ()	
Other ()	

GREGORY LEE DUNN

I, [REDACTED] hereby declare that I am the APPLICANT filing this application.
I have read all statements true, correct and complete.



NOTARY

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 3 day of May 2019

My Commission Expires on: 2-12-2020
Date



Arizona Department of Liquor Licenses and
Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

19 MAY 10 11:11 AM 208

RECORDS REQUIRED FOR AUDIT

Applies to Series 11 (Hotel/Motel W/Restaurant) & Series 12 (Restaurant) Only

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of **all** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
 - A. Sales Journals/Monthly Sales Schedules
 - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
 - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
 - 3) Dated Guest Checks
 - 4) Coupons/Specials/Discounts
 - 5) Any other evidence to support income from food and liquor sales
 - B. Cash Receipts/Disbursement Journals
 - 1) Daily Bank Deposit Slips
 - 2) Bank Statements and canceled checks
11. Tax Records
 - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
 - B. Income Tax Return - city, state and federal (copies)
 - C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
 - A. Copies of all reports required by the State and Federal Government
 - B. Employee Log (A.R.S. §4-119)
 - C. Employee time cards (actual document used to sign in and out each work day)
 - D. Payroll records for all employees showing hours worked each week and hourly wages

13. Off-site Catering Records (must be complete and separate from restaurant records)

- A. All documents which support the income derived from the sale of food off the license premises.
- B. All documents which support purchases made for food to be sold off the licensed premises.
- C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

**REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH
A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).**

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

NOTARY

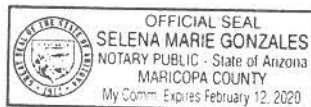
I, (Print Full Name) Gregory Lee Dren, have read and understand all aspects of this statement

X (Signature)

State of Arizona County of Maricopa
the foregoing instrument was acknowledged before me this

3 of May 2019

My commission expires on: 2-12-2020



MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

19 MAY 10 10:41 AM '08

804,729

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 64574

1. Check the Appropriate Box

☒ Controlling Person

☒ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: Gregory Lee Birth Date: 1/1/1978
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: MA date: MA

4. Place of birth: Detroit MI USA Height: 6' Weight: 250 Eyes: Blue Hair: Black
City State COUNTRY (not country)

5. Name of current/most recent spouse: [REDACTED] Birth Date: 1/1/1978
(NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 9/2018

7. Daytime telephone number: [REDACTED] E-mail address: motorcitycovey@gmail.com

8. Business Name: Motor City Covey Business Phone: 623, 238, 2229

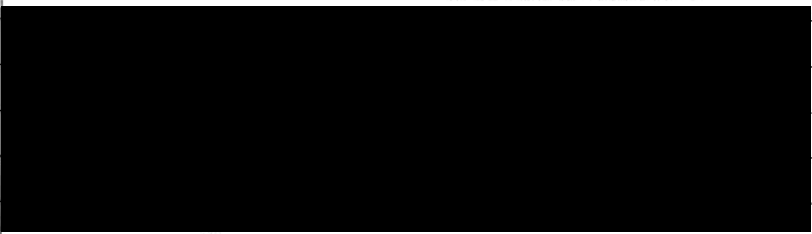
9. Business Location Address: 1473 N Dysart St 103 Avondale AZ Maricopa 85323
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
9/18	CURRENT	Owner/Restaurant	Motor City Covey 1473 N Dysart St 103 Avondale AZ 85323
5/89	9/2018	Master Plumber	Ford Motor Co
		Master Contractor	2111 Van Dyke Sterling Heights MI 48316

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(B)

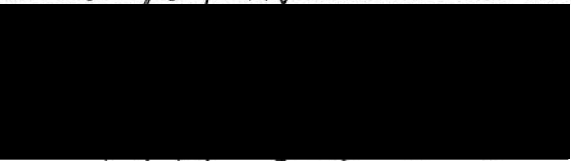
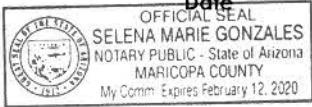
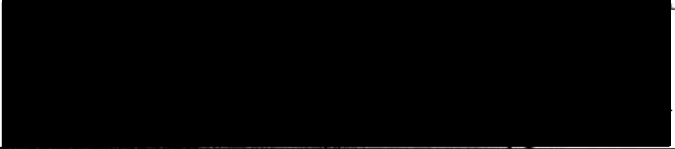
FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
8/18	CURRENT	
11/14	8/18	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. ☒ Yes ☐ No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐ Yes ☒ No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202, 4-210 ☐ Yes ☒ No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☒ No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

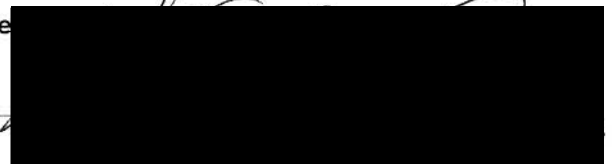
NOTARY	
I (Print Full Name) <u>Gregory Lee Dunn</u> hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct	
Signature 	State of <u>Arizona</u> County of <u>Maricopa</u>
My Commission Expires on: <u>2-12-2020</u>	The foregoing instrument was acknowledged before me this <u>3</u> Day of <u>May</u> <u>2019</u>
	

The Licensee has authorized the person named on this questionnaire

PRINT NAME:

Gregory Lee Dunn

SIGNATURE:





State of Arizona
Department of Liquor Licenses and Control
800 W. Washington 5th Floor
Phoenix, AZ 85007
(602) 542-5141

19 MAY 10 11:41 AM PMZ 08

**ARIZONA STATEMENT OF CITIZENSHIP
OR ALIEN STATUS FOR STATE PUBLIC BENEFITS**

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

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) GREGORY LEE DUNN

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States?

☒ Yes

☐ No

If **Yes**, indicate place of birth:

City [REDACTED] State (or equivalent) MICHIGAN Country or Territory USA

If you answered **Yes**, 1) Attach a legible copy of a document from the attached list.

2) Name of document: State ID/United States
Go to Section IV. PASSPORT ID

If you answered **No**, you must complete Section III and IV.

SECTION III - ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

STATE OF ARIZONA/UNITED STATES PASSPORT

Name of document provided

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

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

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

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

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

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

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

- ☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- ☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- ☐ 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

- ☐ 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

SECTION IV - DECLARATION

All applicants must complete this section.

I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

GREGORY LEE DUNN



5/03/2019
Today's Date

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

19 MAY 10 11:14 PM 2008

804,729

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

1. Check the Appropriate Box →

☒ Controlling Person	☒ Agent	☐ Premises Manager (complete all questions except #12)
--	---	--

Liquor License#: 64574

2. Name: STONEBREAKER RONALD SCOTT
Last First Middle Birth Date: ____/____/____ (NOT a public record)

3. Social Security #: _____ Driver License #: _____ State: ARIZONA

4. Place of birth: BREA OHIO USA Height: 5'11 Weight: 210 Eyes: BRN Hair: BRN
City State COUNTRY (not country)

5. Name of current/most recent spouse: _____ Birth Date: ____/____/____ (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 2004

7. Daytime telephone number: _____ E-mail address: _____

8. Business Name: MOTOR CITY CONEY Business Phone: 623, 230, 2229

9. Business Location Address: 1473 N DYSART ROAD AVONDALE AZ MARICOPA 85323
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
4/1997	CURRENT	OWNER	A-PLUS AUTO TRANSPORT SOLUTIONS 13133 W ORCHID LANE EL MIRAGE AZ 85335

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
01/2014	CURRENT	[REDACTED]
Jan/2014		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. ☐ Yes ☒ No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐ Yes ☒ No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210 ☐ Yes ☒ No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☒ No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Ronald Scott Stonebreaker hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [REDACTED]

Date of

Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

3 Day of May 2019

My Commission Expires on: 2-12-2020



The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: RONALD SCOTT STONEBREAKER

SIGNATURE: _____

THE CONEY ISLAND DOG

THIS IS WHY YOU ARE HERE!
KOEGLER DOG TOPPED WITH KOEGEL CHILL
TOPPED WITH MUSTARD AND ONIONS 4.35

MADE IN DETROIT SPECIAL

A SINGLE CONEY, BAG OF BETTER MADE
CHIPS, 23OZ FAYGO POP 7.75

TWIN CYLINDER TURBO COMBO

TWO DETROIT CONEY'S, FRIES AND 16OZ
FOUNTAIN POP 11.75

SINGLE CYLINDER TURBO COMBO

A SINGLE DETROIT CONEY, FRIES AND A
16OZ FOUNTAIN POP 7.95

SPECIAL CONEY DOG

OUR OWN SEASONED GROUND BEEF,
TOPPED ON A DOG, CHILL, MUSTARD AND
ONIONS 5.60

DETROIT CONEY LOOSE BURGER

OUR OWN SEASONED GROUND BEEF,
MUSTARD AND ONIONS 4.25

CLASSIC CHICAGO

KOEGLER DOG, MUSTARD, NEON RELISH,
TOMATO, PICKLE SPEAR, SPORT PEPPERS,
CELERY SALT, ONION, POPPY SEED BUN 6.55

BLT DOG

THE NAME SAYS IT ALL 5.75

ITALIAN SAUSAGE

CHARGRILLED, SAUTEED ONION, GREEN
PEPPERS, MUSTARD 6.55



19 MAY 10 11:47 AM 2008

BURGERS AND MORE

CHARGRILLED FRESH BONELESS CHICKEN BREAST

MARINATED, GRILLED BUN, LETTUCE,
TOMATO, ONIONS, MAYO 6.75

MOTOR CITY CLASSICBURGER

1/3 POUND FRESH BEEF PATTY,
LETTUCE, TOMATO, ONION, PICKLE 6.75

ADD CHEESE 0.95

ADD BACON 1.50

GRILLED BURGER SMACKERS

4 MOUTHFUL BITES OF LOVE! GRILLED
ON ONIONS AND TOPPED WITH
MUSTARD, KETCUP, PICKLE

5.75

ADD CHEESE 0.95

THE PITA CHICK

CHARGRILLED FRESH MARINATED
CHICKEN BREAST, LETTUCE, TOMATO,
ONIONS, SHREDDED AMERICAN CHEESE,
RANCH 6.75

MAKE ANY MENU ITEM A

COMBO

COMES WITH FRIES AND 16OZ
FOUNTAIN DRINK FOR ONLY

3.75

"DECORATE YOUR CHIN"

1473 N Dysart Road, Avondale
632-230-2229

Motor City Coney's

"Name Your Own Damn Dog!"

A KOEGEL DOG PLACED IN A
STEAMED BUN FOR ONE PRICE:

PICK ONE TOPPING 4.10

PICK TWO TOPPINGS 4.85

PICK THREE TOPPINGS 5.60

PICK FOUR TOPPINGS 6.35

GREEN PEPPER, JALAPENO,
SHREDDED AMERICAN CHEESE,
SHREDDED CHEDDAR, SHREDDED
SWISS, PICKLE SPEAR, TOMATO,
BACON BITS, SLICED RED BEETS,
BANANA PEPPERS, ONION, RED
ONIONS, CUCUMBER, SPORT
PEPPERS, CROUTONS

THE BUSTED KNUCKLE BURGER!

¼ POUNDER, GRILLED ONIONS,
AMERICAN CHEESE TOPPED OFF
WITH AN ONION RING!

SERVED WITH FRIES \$5.75

Consuming raw or undercooked meats, poultry, seafood,
shellfish, or eggs may increase your risk for foodborne illness,
especially if you have certain medical conditions.

SIDES

FRENCH FRIES

LARGE 2.49
SMALL 1.99

CHILI FRIES

LARGE 4.25
SMALL 3.79

WINGS

6 PER ORDER 6.95

NAKED, MILD, HOT, SALT n PEPPER
GARLIC PEPPER

ONION RINGS 3.95

CHICKEN STRIPS (3) 4.95

TATOR TOTS

SMALL 1.99
LARGE 2.49

LOADED TATOR TOTS 4.95

TOPPED WITH CHILI, SHREDDED
AMERICAN CHEESE, TOMATO, ONION,
SOUR CREAM
ADD CHEESE CURDS 1.50

CHEESE CURD CHILI FRIES 5.25

BETTER MADE CHIPS 1.50



SALADS

MOTOR CITY CONEY SALADS

CHOOSE A SMALL WITH
THREE TOPPINGS 5.95

CHOOSE A LARGE WITH
FOUR TOPPINGS 8.95

ADDITIONAL TOPPINGS
0.75 CENTS

GREEN PEPPER, JALAPENO,
SHREDDED AMERICAN CHEESE,
SHREDDED CHEDDAR, SHREDDED
SWISS, PICKLE SPEAR, TOMATO,
BACON BITS, SLICED RED BEETS,
BANANA PEPPERS, ONIONS, RED
ONIONS, CUCUMBER, SPORT
PEPPERS, CROUTONS



LITTLE MOTOR HEADS KIDS MEALS

(CHILDREN 12 AND UNDER DINE IN
ONLY)

CHOOSE ANY OF THE FOLLOWING FOR
ONE LOW PRICE OF ONLY 5.95

CHICKEN FINGERS

HOT DOG

CHEESE BURGER

ALL SERVED WITH FRIES AND A 16OZ
FOUNTAIN POP

POP AND SUCH

FAYGO 23OZ BOTTLE

VERNORS 12 CAN

DIET VERNORS 12CAN

FOUNTAIN POP

COCA-COLA

DIET COKE

DR. PEPPER

MINUTE MAID LEMONADE

POWERADE

SPRITE



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ **SERIES 12 – RESTAURANT**

ROUTING:

☒ **POLICE DEPARTMENT**

☐ **FIRE DEPARTMENT**

☐ **DEVELOPMENT SERVICES**

☐ **FINANCE DEPARTMENT**

APPLICANT'S NAME: GREGORY LEE DUNN

BUSINESS NAME: MOTOR CITY CONEY

BUSINESS ADDRESS: 1473 N DYSART ROAD

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

DEPARTMENTAL COMMENTS:

☒ **APPROVED**

☐ **DENIED**



SIGNATURE

Chief of Police

TITLE

5/21/19

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 17, 2019
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 23RD, 2019

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ SERIES 12 – RESTAURANT

ROUTING:

☐ POLICE DEPARTMENT

☒ FIRE DEPARTMENT

☐ DEVELOPMENT SERVICES

☐ FINANCE DEPARTMENT

APPLICANT'S NAME: GREGORY LEE DUNN

BUSINESS NAME: MOTOR CITY CONEY

BUSINESS ADDRESS: 1473 N DYSART ROAD

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

DEPARTMENTAL COMMENTS:

No further comments

☒ APPROVED

☐ DENIED

J Napu

SIGNATURE

Fire Marshal

TITLE

5/22/19

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 17, 2019
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 23RD, 2019



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ SERIES 12 – RESTAURANT

ROUTING:

☐ POLICE DEPARTMENT

☐ FIRE DEPARTMENT

☐ DEVELOPMENT SERVICES

☒ FINANCE DEPARTMENT

APPLICANT'S NAME: GREGORY LEE DUNN

BUSINESS NAME: MOTOR CITY CONEY

BUSINESS ADDRESS: 1473 N DYSART ROAD

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

DEPARTMENTAL COMMENTS: No concerns.

☒ APPROVED

☐ DENIED

Daniel Vazquez
SIGNATURE

Privilege Tax Auditor

TITLE

5/20/19

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 17, 2019
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 23RD, 2019



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ SERIES 12 – RESTAURANT

ROUTING:

☐ POLICE DEPARTMENT

☐ FIRE DEPARTMENT

☒ DEVELOPMENT SERVICES

☐ FINANCE DEPARTMENT

APPLICANT'S NAME: GREGORY LEE DUNN

BUSINESS NAME: MOTOR CITY CONEY

BUSINESS ADDRESS: 1473 N DYSART ROAD

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED



SIGNATURE
DIVISION LEAD PLANNER

TITLE

5-16-19

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 17, 2019
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 23RD, 2019



Development Services & Engineering Department

DATE: May 16, 2019

TO: Marcella Carrillo, City Clerk

PREPARED BY: Ken Galica, Division Lead Planner (623) 333-4019

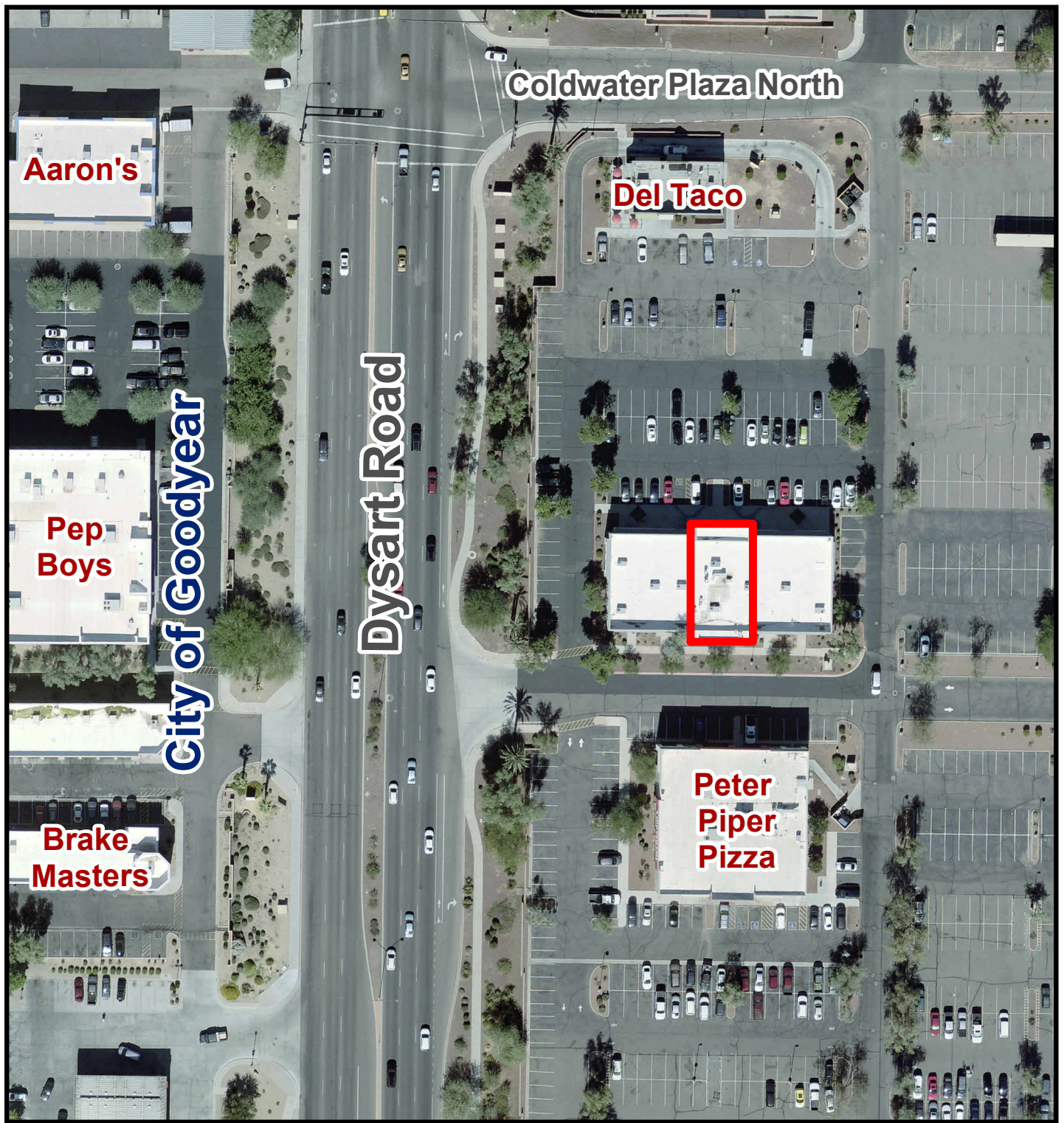
SUBJECT: Series 12 (Restaurant) Liquor License
Motor City Coney
1473 North Dysart Road, Suite 103

Motor City Coney is a quick service restaurant specializing in Detroit-style hot dogs that recently opened in the Coldwater Plaza shopping center. The shopping center is located at the northeast corner of Dysart Road and Van Buren Street; the suite occupied by Motor City Coney is located in a multi-tenant shops building adjacent to Dysart Road, immediately north of Peter Piper Pizza. The requested Series 12 (Restaurant) liquor license will allow the sale of alcoholic beverages ancillary to the sale of food on the premises.

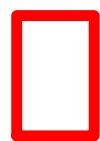
Series 12 (Restaurant) liquor licenses are exempt from state-mandated 300-foot separation requirement from churches, schools, or fenced school recreational areas.

The General Plan designates the property as Urban Commercial and the current zoning is PAD (Planned Area Development). Restaurant uses are compatible with both the General Plan designation and PAD zoning. Staff recommends approval of this request.

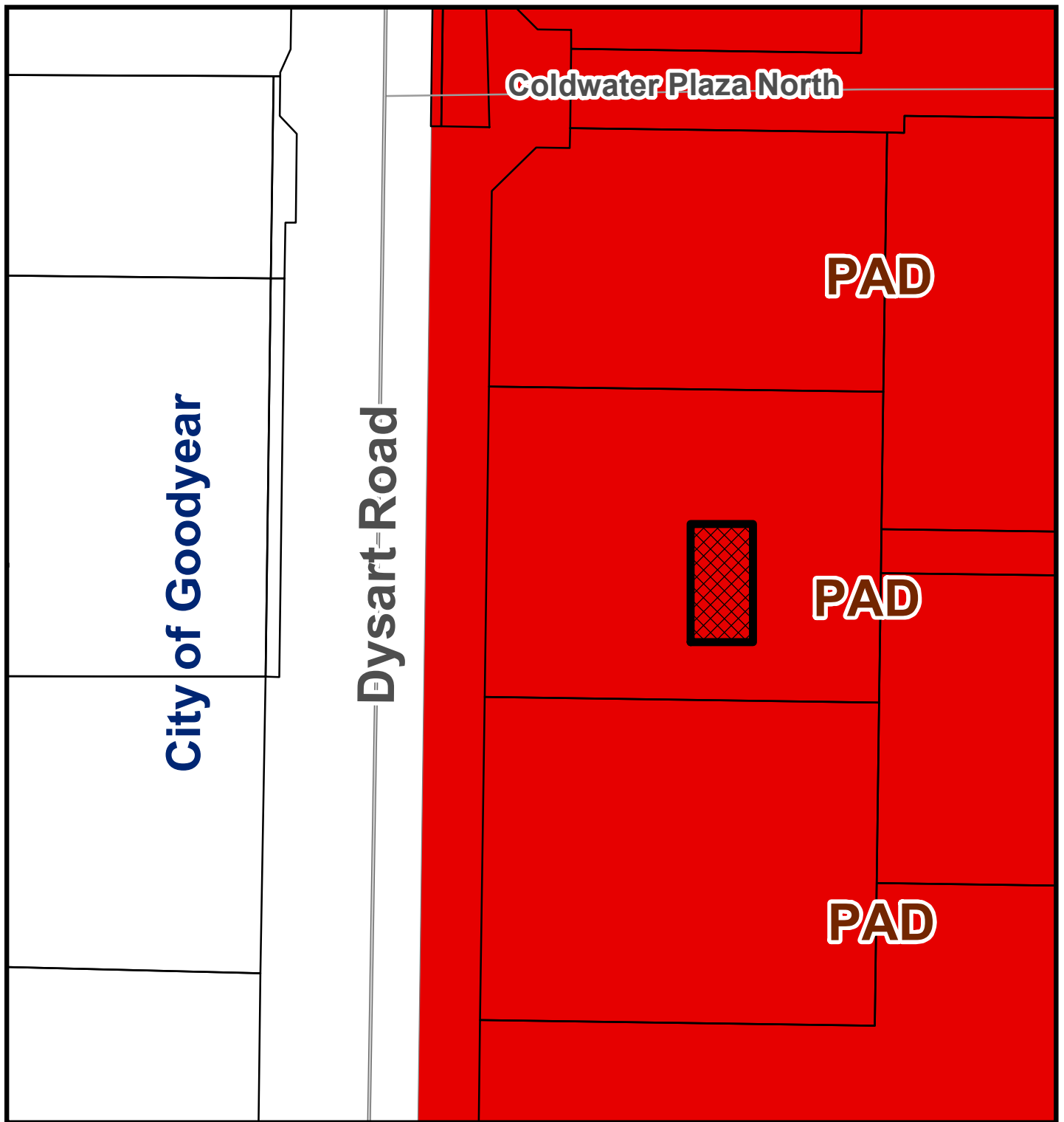
Attachment: Aerial Photograph
Zoning Vicinity Map



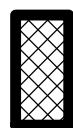
Aerial Photograph



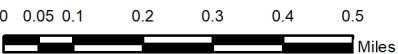
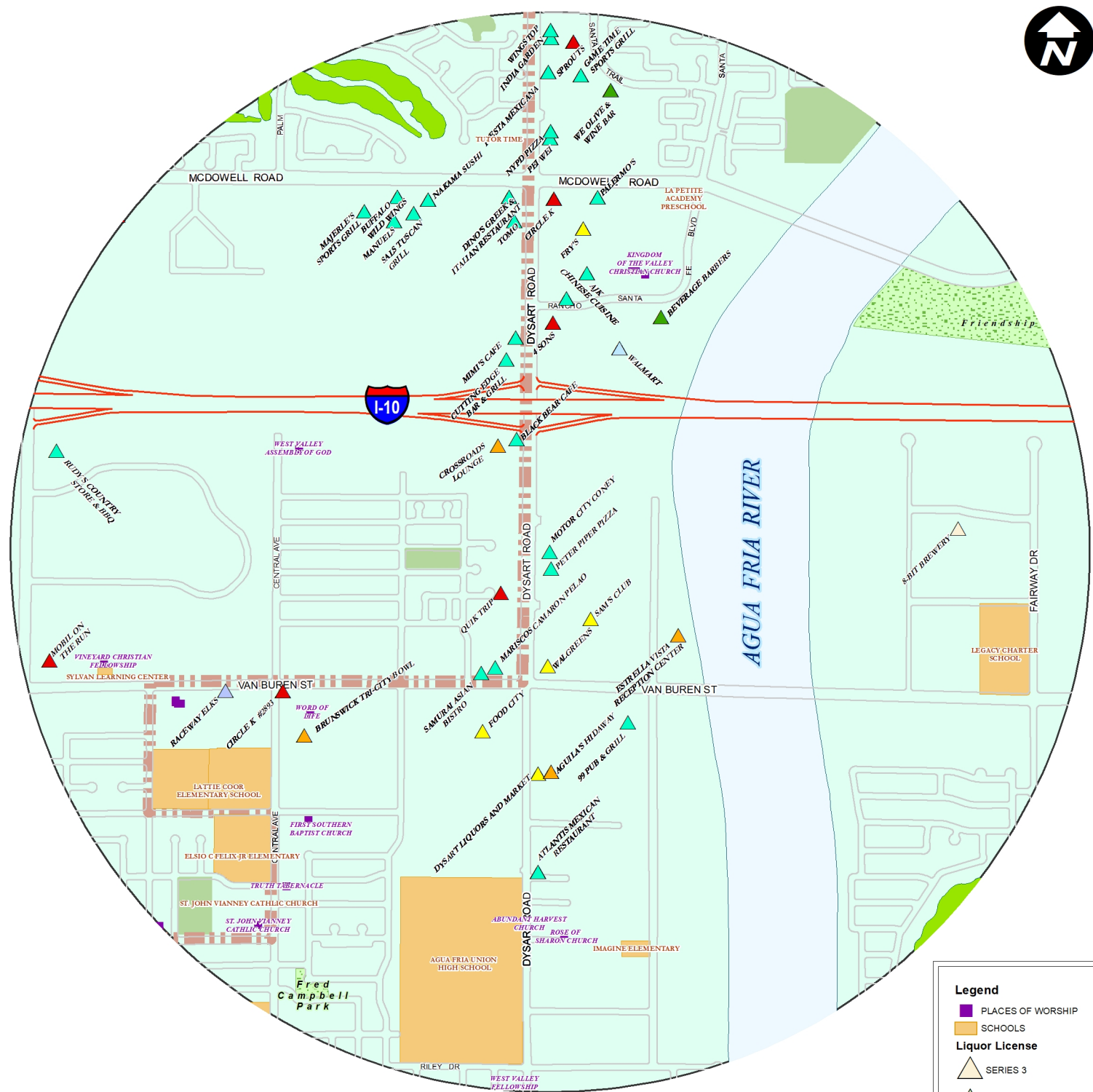
Business Location



Zoning Vicinity Map



Business Location



MOTOR CITY CONEY
1473 N DYSART RD #103
1 Mile Buffer

Legend

PLACES OF WORSHIP

SCHOOLS

Liquor License

SERIES 3

SERIES 5

SERIES 6

SERIES 7

SERIES 9

SERIES 9S

SERIES 10

SERIES 11

SERIES 12

SERIES 14

SERIES 15

SERIES 16

05.20.2019 02:31

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: MAY 20, 2019

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

LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: JUNE 17, 2019
AT 7:00 PM.

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

****SERIES 12: RESTAURANT ****

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD
WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR
BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL
GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY
WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD AT 602-442-9789
TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROTEST
DURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARING, REPLY TO:

MOTOR CITY CONEY
1473 N DYSART ROAD #103
AVONDALE, AZ 85323

THIS APPLICATION, CONTACT: STATE LIQUOR BOARD - 800 W. WASHINGTON, 6TH
FLOOR, PHOENIX, AZ 85007 STATE LIQUOR DEPT. (602) 542-9789
INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL THE
CITY CLERK AT 623-333-1200.

State of Arizona
Department of Liquor License and Control
Liquor License Application Form
Local Governing Body Report

LICENSE

License Type: ALL RESTAURANT
Applicant: MOTOR CITY CONEY
Address: 1473 N DYSART ROAD #103
City: AVONDALE, AZ 85323
County: MARICOPA
State: ARIZONA
Date of Application: 05/20/2019
Date of Decision: 06/17/2019
Date of Expiration: 06/17/2020
Date of Renewal: 06/17/2020

AGENT

Agent Name: [Redacted]
Agent Address: [Redacted]
Agent City: [Redacted]
Agent State: [Redacted]
Agent Zip: [Redacted]
Agent Phone: [Redacted]
Agent Email: [Redacted]

OWNER

Owner Name: [Redacted]
Owner Address: [Redacted]
Owner City: [Redacted]
Owner State: [Redacted]
Owner Zip: [Redacted]
Owner Phone: [Redacted]
Owner Email: [Redacted]

Page 1 of 1



Monday - Saturday
11:00am - 8:00pm

Sunday
11:00am - 6:00pm



NOTICE

REGISTRATION FOR THE 2019 ARIZONA STATE CHAMPIONSHIP
DATE: JUNE 17, 2019

LOCATION: THOMAS WEST CIVIC CENTER DRIVE
AT 7:00 PM

DATE: JUNE 17, 2019

*****SERIES 12: RESTAURANT*****

REGISTRATION IS REQUIRED TO COMPETE
FOR THE 2019 ARIZONA STATE CHAMPIONSHIP

MOTOR CITY CONEY
1415 N. CHANDLER ROAD, SUITE 100
PHOENIX, AZ 85022

05.20.2019 02:31

CITY COUNCIL REPORT

SUBJECT: Series 12 (Restaurant) Liquor License - Claim Jumper Restaurant

MEETING DATE: 6/17/2019

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk, (623) 333-1214

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve an application for a Series 12 (Restaurant) Liquor License submitted by Amy S. Nations to sell all spirituous liquors at Claim Jumper Restaurant located at 10125 W McDowell Road in Avondale and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Claim Jumper is an existing full-service restaurant in the Gateway Crossing shopping center. The shopping center is located at the southwest corner of 99th Avenue and McDowell Road; the freestanding Claim Jumper building is located near the southwest corner of the shopping center immediately west of Boot Barn. The restaurant has operated with a Series 12 (Restaurant) Liquor License since it opened in the mid-2000s. Because of a recent change in the restaurant's liquor license agent, issuance of a new Series 12 (Restaurant) liquor license is required to allow alcohol sales to continue on the premises.

Series 12 (Restaurant) liquor licenses are exempt from state-mandated 300-foot separation requirement from churches, schools, or fenced school recreational areas.

The General Plan designates the property as Freeway Commercial and the current zoning is PAD (Planned Area Development). Restaurant uses are compatible with both the General Plan designation and PAD zoning.

DISCUSSION:

Staff has received an application from Amy S. Nations for a Series 12 (Restaurant) Liquor License to sell all spirituous liquors at Claim Jumper Restaurant located at 10125 W McDowell Road in Avondale.

The fees in the amount of \$1050 have been paid in full.

As required by state law and city ordinance, the application was posted for the required period of time beginning on May 20, 2019. A notice was published in the Southwest Valley Republic on June 5th and June 7th. No comments have been received.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete. The Police, Fire, Development Services and Finance Departments have reviewed the application and are recommending approval. Their comments are attached.

BUDGET IMPACT:

No budget impact.

RECOMMENDATION:

Staff is recommending approval of a request to approve an application for a Series 12 (Restaurant) License submitted by Amy S. Nations to sell all spirituous liquors at Claim Jumper Restaurants located at 10125 W McDowell Road in Avondale.

State of Arizona
Department of Liquor Licenses and Control

Created 05/09/2019 @ 03:06:30 PM

Local Governing Body Report

LICENSE

Number: 12078685 Type: 012 RESTAURANT
Name: CLAIM JUMPER RESTAURANT
State: Pending
Issue Date: Expiration Date: 03/31/2020
Original Issue Date: 08/30/2011
Location: 10125 W MCDOWELL ROAD
AVONDALE, AZ 85323
USA
Mailing Address: [REDACTED]
USA
Phone: (623)742-9892
Alt. Phone: [REDACTED]
Email: [REDACTED]

Currently, this license has pending applications.

AGENT

Name: ~~ANDREA DAHLMAN LEWKOWITZ~~ Amy S. Nations
Gender: Female
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

OWNER

Name: CLAIM JUMPER ACQUISITION COMPANY LLC
Contact Name: AMY S NATIONS
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: R16418615 State of Incorporation: NV
Incorporation Date: [REDACTED]
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

Officers / Stockholders

Name:
KRG CLAIM JUMPER LLC

Title:
Member

% Interest:
100.00

MICHAEL R KELLY TRUST - Trustee

Name: MICHAEL RICHARD KELLY
Gender: Male
Correspondence Address:

[REDACTED]

USA

Phone:
Alt. Phone:
Email:

[REDACTED]

[REDACTED]

KRG CLAIM JUMPER LLC - MEMBER

Name: DEL MAR GROUP LLC
Contact Name: DEL MAR GROUP LLC
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address:

[REDACTED]

USA

Phone:
Alt. Phone:
Email:

[REDACTED]

[REDACTED]

DEL MAR GROUP LLC - Member, Stockholder

Name: MICHAEL R KELLY TRUST
Contact Name: AMY S NATIONS
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address:

[REDACTED]

USA

Phone:
Alt. Phone:
Email:

[REDACTED]

[REDACTED]

**CLAIM JUMPER ACQUISITION COMPANY LLC -
Member**

Name: KRG CLAIM JUMPER LLC
Contact Name: AMY S NATIONS
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

MANAGERS

Name: MATTHEW MICHAEL WANSTEN
Gender: Male
Correspondence Address: [REDACTED]
PHOENIX, AZ 85012
USA
Phone: [REDACTED]
Alt. Phone:
Email:

Name: PATTY SUE MC CAFFERY
Gender: Female
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email:

Name: CHARLES RENE TREVINO
Gender: Male
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email:

Name: RODERICK G DOBBINS
Gender: Male
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

Name: AUSTIN MATTHEW WALSH
Gender: Male
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

APPLICATION INFORMATION

Application Number: 64414
Application Type: Multi-License Acquisition of Control
Created Date: 05/08/2019

State of Arizona
Department of Liquor Licenses and Control

Created 05/09/2019 @ 03:06:06 PM

Local Governing Body Report

LICENSE

Number: 12078685 Type: 012 RESTAURANT
Name: CLAIM JUMPER RESTAURANT
State: Pending
Issue Date: Expiration Date: 03/31/2020
Original Issue Date: 08/30/2011
Location: 10125 W MCDOWELL ROAD
AVONDALE, AZ 85323
USA
Mailing Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

Currently, this license has pending applications.

AGENT

Name: AMY S NATIONS
Gender: Female
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

OWNER

Name: CLAIM JUMPER ACQUISITION COMPANY LLC
Contact Name: AMY S NATIONS
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: R16418615 State of Incorporation: NV
Incorporation Date:
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

Officers / Stockholders

Name:	Title:	% Interest:
-------	--------	-------------

MICHAEL R KELLY TRUST - Trustee

Name: MICHAEL RICHARD KELLY

Gender: Male

Correspondence Address:

USA

Phone:

Alt. Phone:

Email:

KRG CLAIM JUMPER LLC - MEMBER

Name: DEL MAR GROUP LLC

Contact Name: DEL MAR GROUP LLC

Type: LIMITED LIABILITY COMPANY

AZ CC File Number:

State of Incorporation:

Incorporation Date:

Correspondence Address:

USA

Phone:

Alt. Phone:

Email:

DEL MAR GROUP LLC - Member, Stockholder

Name: MICHAEL R KELLY TRUST

Contact Name: AMY S NATIONS

Type: TRUST

AZ CC File Number:

State of Incorporation:

Incorporation Date:

Correspondence Address:

USA

Phone:

Alt. Phone:

Email:

**CLAIM JUMPER ACQUISITION COMPANY LLC -
Member**

Name: KRG CLAIM JUMPER LLC

Contact Name: AMY S NATIONS

Type: LIMITED LIABILITY COMPANY

AZ CC File Number:

State of Incorporation:

Incorporation Date:

Correspondence Address:

USA

Phone:

Alt. Phone:

Email:

MANAGERS

Name: MATTHEW MICHAEL WANSTEN
Gender: Male
Correspondence Address: [REDACTED]
PHOENIX, AZ 85012
USA
Phone: [REDACTED]
Alt. Phone:
Email:

Name: PATTY SUE MC CAFFERY
Gender: Female
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email:

Name: CHARLES RENE TREVINO
Gender: Male
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email:

Name: RODERICK G DOBBINS
Gender: Male
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email:

Name: AUSTIN MATTHEW WALSH

Gender: Male

Correspondence Address:

[REDACTED]

USA

Phone:

[REDACTED]

Alt. Phone:

Email:

APPLICATION INFORMATION

Application Number: 64410

Application Type: Multi-License Agent Change

Created Date: 05/08/2019

100% Claim Jumper Acquisition Company, LLC Michael Kelly, Manager KRG Claim Jumper, LLC, Member	100% KRG Claim Jumper, LLC Michael Kelly, Manager Del Mar Group, LLC, Member	100% Del Mar Group, LLC Michael Kelly, Manager MRK Trust, Member	100% MRK Trust Michael Kelly, Sole Trustee
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Arizona Department of Liquor Licenses & Control
800 W. Washington, 5th floor
Phoenix, AZ 85007

April 22, 2019

RE: Claim Jumper Restaurant

To Whom it May Concern:

KRG Claim Jumper, LLC has purchased Claim Jumper Acquisition Company, LLC and Claim Jumper Restaurant (Phoenix), LLC who own and operate all Claim Jumper Restaurants in Arizona.

The Articles of Amendment application for both LLC's have been filed with the Arizona Corporation Commission removing the previous officers and/or stockholders and adding myself, Michael R. Kelly, KRG Claim Jumper, LLC and Claim Jumper Acquisition Company, LLC. I am now the manager of both LLC's and the only person authorized to sign the documents.



Michael R. Kelly
Manager



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

19 MAY 8 11:41 AM '00

FP current
7/20/18

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 12078685

1. Check the
Appropriate
Box →

☐ Controlling Person	☒ Agent	☐ Premises Manager (complete all questions except #12)
---	---	--

2. Name: Nations Amy S. Birth Date: 05/11/1985
Last First Middle (NOT a public record)

3. Social Security #: 123-45-6789 Driver License #: 123456789 State: Arizona

4. Place of birth: Morenci Arizona USA Height: 5' 7 Weight: 165 Eyes: Hazel Hair: Brown
City State COUNTRY (not county)

5. Name of current/most recent spouse: _____ Birth Date: ____/____/____
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: _____

7. Daytime telephone number: [REDACTED] E-mail address: [REDACTED]

8. Business Name: Claim Jumper Restaurant Business Phone: 623/ 742/9892

9. Business Location Address: 10125 W. McDowell Road Avondale Arizona Maricopa 85323
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
05/99	CURRENT	Member-ALIC Enterprises LLC	P.O. Box 2502 Chandler, Arizona 85244

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
05/07	CURRENT	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. ☐ Yes ☒ No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐ Yes ☒ No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210 ☐ Yes ☒ No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☒ No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☒ Yes ☐ No

**If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.**

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Amy S. Nations hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete to the best of my knowledge.

Signature: [REDACTED] Date of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this

My Commission Expires on OFFICIAL SEAL
MIRANDA BUSTAMANTE
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
MARCH 10, 2020

23rd Day of March, 2019
Day Month Year

[REDACTED] Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ SIGNATURE: _____

Question 18

I work for Arizona Liquor Industry Consultants. Because of the number of licenses we work with it is possible that some of them may have a pending action of some kind and violations.

Thank you



Amy S. Nations



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

19 MAY 8 10:41 AM '18

804,729

QUESTIONNAIRE
A.R.S. §4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 12078685

1. Check the
Appropriate
Box

☒ Controlling Person

☐ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: KELLY, MICHAEL, RICHARD

Last

First

Middle

Birth Date: ____/____/____
(NOT a public record)

3. Social Security #: _____ Driver License #: _____ State: CA

4. Place of birth: ORANGE, CA, USA Height: 6'1 Weight: 215 Eyes: HZL Hair: BRN
City State COUNTRY (not county)

5. Name of current/most recent spouse: _____ Birth Date: ____/____/____
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☒ No If yes, what is your date of residency: _____

7. Daytime telephone number: _____ E-mail address: _____

8. Business Name: CLAIM JUMPER RESTAURANT Business Phone: 623/742/9892

9. Business Location Address: 10125 W. MCDOWELL RD., AVONDALE, AZ, MARICOPA 85392
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
05/2012	CURRENT	CEO	KELLY INVESTMENT GROUP, LLC - 12730 HIGH BLUFF DRIVE, SUITE 250, SAN DIEGO, CA 92130

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
08/2009	CURRENT	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. ☐ Yes ☒ No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐ Yes ☐ No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202, 4-210 ☐ Yes ☒ No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☒ No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) **MICHAEL R. KELLY** hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____

State of _____

County of _____

The foregoing instrument was acknowledged before me this

My Commission Expires on: 1

Date

Day of

Day

Month

Year

Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: **MICHAEL R. KELLY, MANAGER** SIGNATURE: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

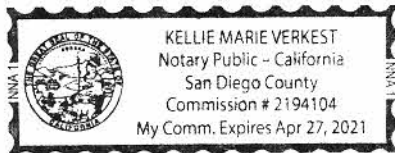
State of California

County of San Diego

On March 5, 2019 before me, Kellie M. Verkest, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael R. Kelly
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ **SERIES 12 – RESTAURANT**

ROUTING:

☒ **POLICE DEPARTMENT**

☐ **FIRE DEPARTMENT**

☐ **DEVELOPMENT SERVICES**

☐ **FINANCE DEPARTMENT**

APPLICANT'S NAME: AMY S NATIONS

BUSINESS NAME: CLAIM JUMPER RESTAURANT

BUSINESS ADDRESS: 10125 W McDOWELL ROAD

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

DEPARTMENTAL COMMENTS:

☒ **APPROVED**
☐ **DENIED**



SIGNATURE


TITLE

5/20/19
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 17TH, 2019
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 23RD, 2019

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ SERIES 12 – RESTAURANT

ROUTING:

☐ POLICE DEPARTMENT

☒ FIRE DEPARTMENT

☐ DEVELOPMENT SERVICES

☐ FINANCE DEPARTMENT

APPLICANT'S NAME: AMY S NATIONS

BUSINESS NAME: CLAIM JUMPER RESTAURANT

BUSINESS ADDRESS: 10125 W McDOWELL ROAD

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

DEPARTMENTAL COMMENTS:

No further comments

☒ APPROVED

☐ DENIED

J Napier

SIGNATURE

Fire Marshal

TITLE

5/22/19

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 17TH, 2019
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 23RD, 2019



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ SERIES 12 – RESTAURANT

ROUTING:

☐ POLICE DEPARTMENT

☐ FIRE DEPARTMENT

☐ DEVELOPMENT SERVICES

☒ FINANCE DEPARTMENT

APPLICANT'S NAME: AMY S NATIONS

BUSINESS NAME: CLAIM JUMPER RESTAURANT

BUSINESS ADDRESS: 10125 W McDOWELL ROAD

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

DEPARTMENTAL COMMENTS: No concerns.

☒ APPROVED

☐ DENIED

Daniel Vazquez

SIGNATURE

Privilege Tax Auditor

TITLE

5/20/19

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 17TH, 2019
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 23RD, 2019



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ SERIES 12 – RESTAURANT

ROUTING:

☐ POLICE DEPARTMENT

☐ FIRE DEPARTMENT

☒ DEVELOPMENT SERVICES

☐ FINANCE DEPARTMENT

APPLICANT'S NAME: AMY S NATIONS

BUSINESS NAME: CLAIM JUMPER RESTAURANT

BUSINESS ADDRESS: 10125 W McDOWELL ROAD

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED



SIGNATURE

5-16-19

DATE

DIVISION LEAD PLANNED

TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 17TH, 2019
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 23RD, 2019



Development Services & Engineering Department

DATE: May 16, 2019

TO: Marcella Carrillo, City Clerk

PREPARED BY: Ken Galica, Division Lead Planner (623) 333-4019

SUBJECT: Series 12 (Restaurant) Liquor License
Claim Jumper
10125 West McDowell Road

Claim Jumper is an existing full-service restaurant in the Gateway Crossing shopping center. The shopping center is located at the southwest corner of 99th Avenue and McDowell Road; the freestanding Claim Jumper building is located near the southwest corner of the shopping center immediately west of Boot Barn. The restaurant has operated with a Series 12 (Restaurant) Liquor License since it opened in the mid-2000s. Because of a recent change in the restaurant's liquor license agent, issuance of a new Series 12 (Restaurant) liquor license is required to allow alcohol sales to continue on the premises.

Series 12 (Restaurant) liquor licenses are exempt from state-mandated 300-foot separation requirement from churches, schools, or fenced school recreational areas.

The General Plan designates the property as Freeway Commercial and the current zoning is PAD (Planned Area Development). Restaurant uses are compatible with both the General Plan designation and PAD zoning.

Staff recommends approval of this request.

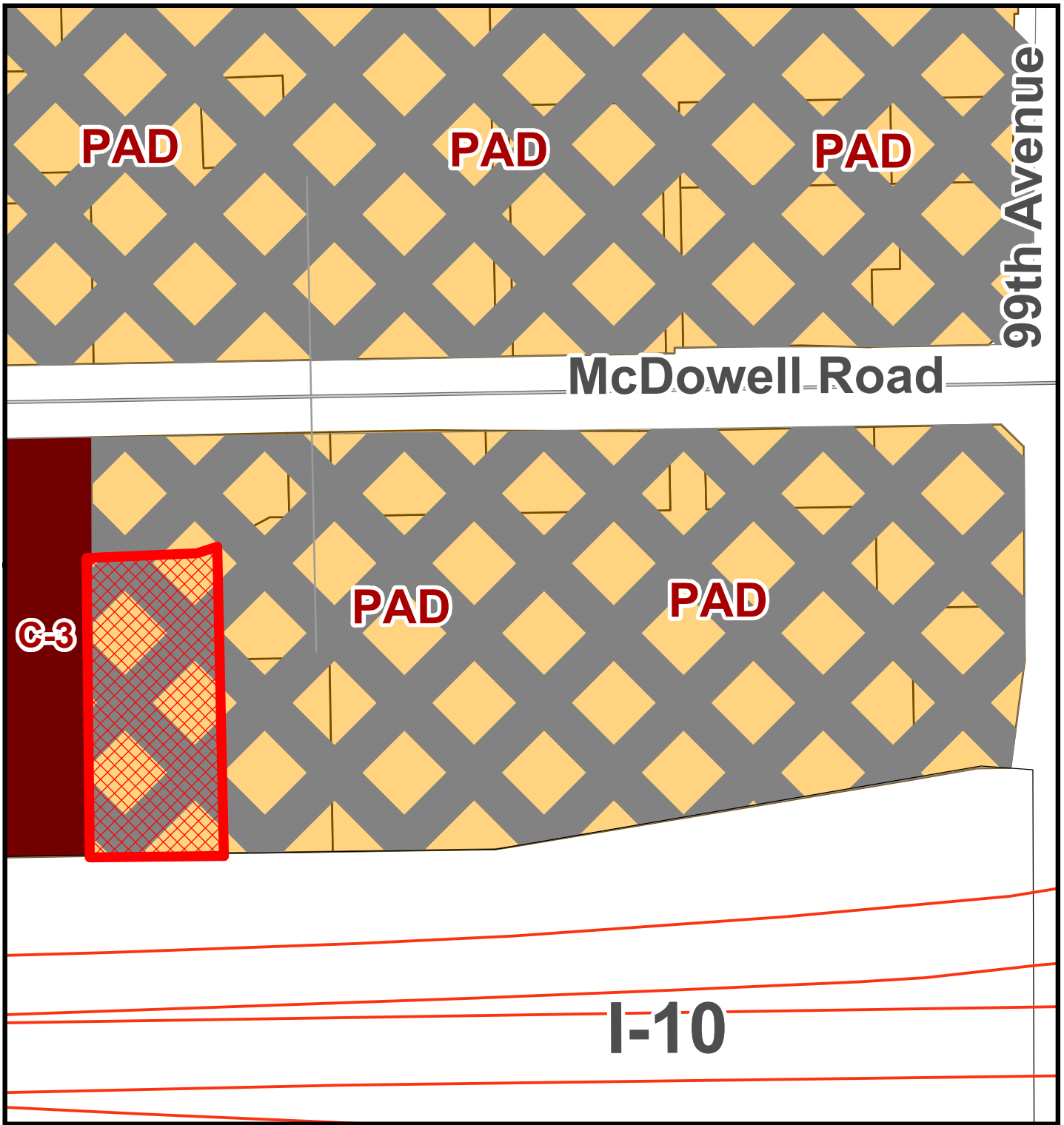
Attachment: Aerial Photograph
Zoning Vicinity Map



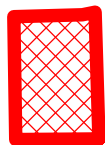
Aerial Photograph



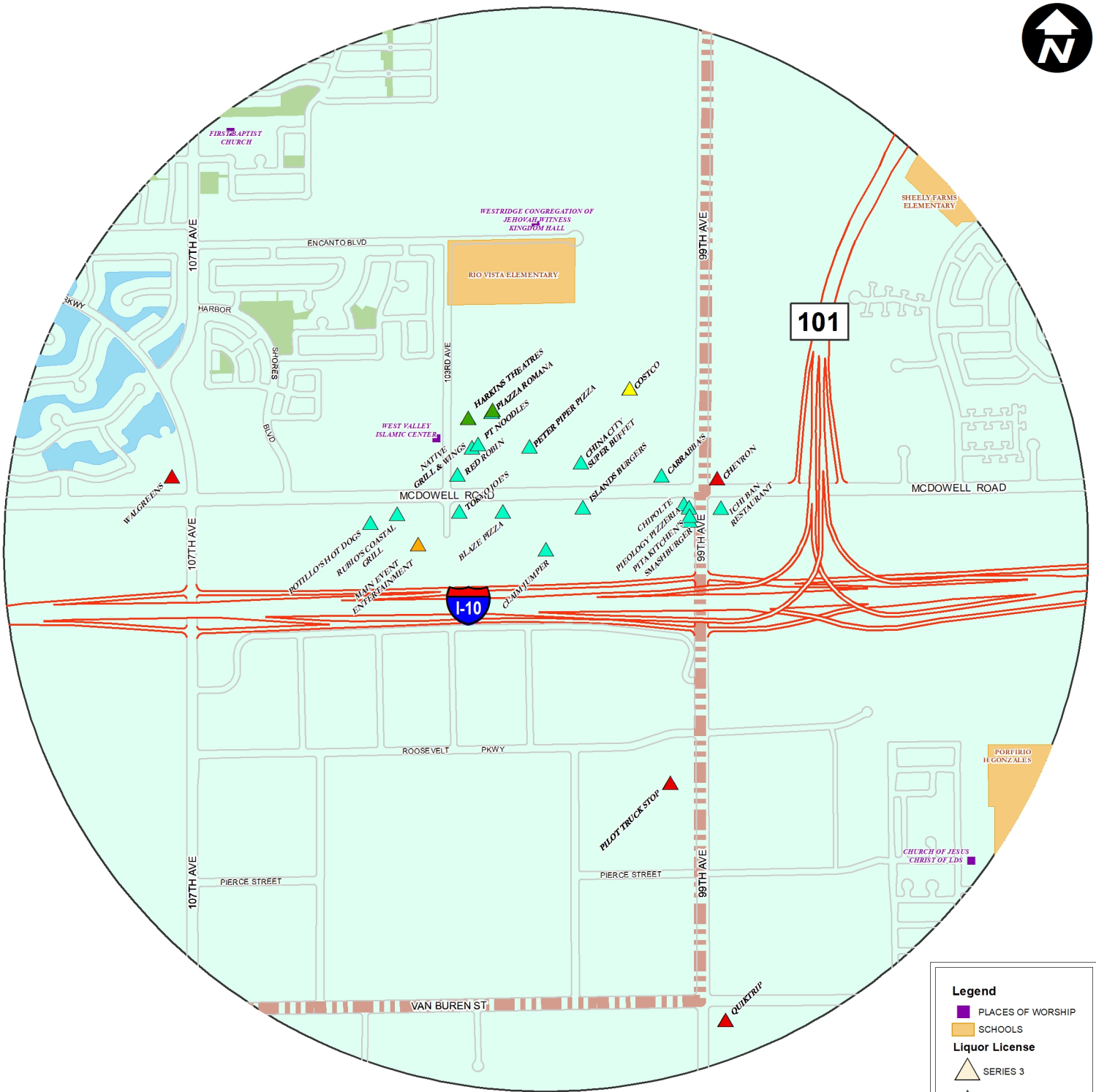
 Business Location



Zoning Vicinity Map



Business Location



CLAIM JUMPER RESTAURANT
10125 W McDOWELL RD
1 Mile Buffer



- Legend**
- PLACES OF WORSHIP
 - SCHOOLS
 - Liquor License**
 - SERIES 3
 - SERIES 5
 - SERIES 6
 - SERIES 7
 - SERIES 9
 - SERIES 9S
 - SERIES 10
 - SERIES 11
 - SERIES 12
 - SERIES 14
 - SERIES 15
 - SERIES 16

NOTICE

APPLICATION TO SELL ALCOHOLIC BEV
DATE POSTED: MAY 20, 2019

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

LOCATION: 11465 WEST CIVIC CENTER
DATE: JUNE 17, 2019
AT 7:00 PM.

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

****SERIES 12: RESTAURANT ****

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

CLAIM JUMPER RESTAURANT
10125 W MCDOWELL ROAD
AVONDALE, AZ 85323

THIS APPLICATION, CONTACT: STATE LIQUOR BOARD - 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007 STATE LIQUOR DEPT. (602) 542-6700. INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL THE CITY CLERK AT: 623-333-1200.

05.20.2019 02:10

State of Arizona Department of Liquor Licenses and Control

Created: 05/09/2019 @ 03:06:30 PM
Local Governing Body Report

LICENSE

Number: 13070661 Type: 012 RESTAURANT
Name: CLAIM JUMPER RESTAURANT
State: PHOENIX
Issue Date: 05/09/2019 Expiration Date: 05/01/2021
Original Issue Date: 05/09/2019
Location: 10125 W MCDOWELL ROAD
AVONDALE, AZ 85323
USA
Mailing Address: [REDACTED]
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]
Comments: this license has pending applications.

AGENT

Name: JESSICA GARDNER
Email: jessica.gardner@arizona.gov
Company Address: [REDACTED]
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

OWNER

Name: CLAIM JUMPER RESTAURANT COMPANY LLC
Contact Name: AMY SKATERS
Phone: [REDACTED]
13 CC 2-Registration: 81040661 State of Registration: AZ
Mailing Address: [REDACTED]
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]
Comments: [REDACTED]

Name: KRG CLAIM JUMPER LLC

MICHAEL R KOLLEN TRUST - Trustee

Name: MICHAEL R KOLLEN TRUST
Gender: Male
Correspondence Address: [REDACTED]

Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

KRG CLAIM JUMPER LLC - MICHAEL

Name: MICHAEL R KOLLEN TRUST

Contact Name: MICHAEL R KOLLEN TRUST

Type: FOL MAR GROUP

ALCC File Number: 13070661

Registration Date: 05/09/2019

Correspondence Address: [REDACTED]

Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

DEL MAR GOLF LLC - Member/Stockholder

Name: MICHAEL R KOLLEN TRUST

Contact Name: MICHAEL R KOLLEN TRUST

Type: FOL MAR GROUP

ALCC File Number: 13070661

Registration Date: 05/09/2019

Correspondence Address: [REDACTED]

Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]



CLAIM JUMPER

OPEN DAILY

05.20.2019 02:11

CITY COUNCIL REPORT

SUBJECT: Professional Services Agreement with Abacus Project Management for Professional Consulting Services for the Senior and Resource Center and the Police Expansion Projects

MEETING DATE: 6/17/2019

TO: Mayor and Council

FROM: Tracy Stevens, Development & Engineering Services Director, 623-333-4012

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve a Professional Services Agreement with Abacus Project Management for Professional Consulting Services for the Senior and Resource Center and the Police Expansion Projects in an amount not to exceed \$288,697.41, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents and amendments. The Council will take appropriate action.

BACKGROUND:

City Council provided Staff with the direction needed to proceed with the design and construction of two major vertical projects; the Resource Center and the Police Property and Evidence Room Expansion.

In November of 2018, Staff came before Council to obtain authorization to execute a cooperative purchase agreement with Abacus Project Management, Inc., a specialized consultant to help staff oversee these vertical construction projects. Council awarded the contract to Abacus Project Management in an amount not to exceed \$150,000 through July 2, 2019. The contract was only valid through July 2, 2019 because that was the expiration of the underlying 1GPA agreement that the City utilized as a cooperative to obtain the services.

DISCUSSION:

At the time Council awarded the original contract to Abacus, both Abacus and City Staff anticipated that 1GPA would let and award their next series of contracts prior to the July 2, 2019 expiration of the current contract. While 1GPA's next series of solicitations for construction management services was let, and while Abacus did submit a proposal, no awards have been issued by 1GPA at this time. As the City's contract with Abacus is nearing expiration, alternate action must be taken to establish a contract for Construction Management services.

At this stage in the projects, Abacus is intimately familiar with both vertical construction projects. The design firm for both projects, Architekton, has been selected and are at or beyond the conceptual design phase on either project. Construction Managers at Risk have just been awarded contracts for construction with the assistance of Abacus. Based on the circumstances described, staff believes it is impractical to let a solicitation for a project manager and/or to contract with a different project manager for these continued services without sacrificing the timely delivery of both projects.

In an effort to retain Abacus' services through the duration of these projects, Staff desires to award a

Professional Services Agreement to Abacus Project Management, Inc. in an amount not to exceed \$288,697.41 through June 17, 2020 with the option to renew the contract for up to four additional one-year renewal terms.

Abacus proposed a cumulative fee of \$360,006.00 for their services across both projects. The City's initial cooperative contract contemplated that an amount not to exceed \$150,000.00 would be expended toward Abacus' services before the contract's expiration on July 2, 2019. The City and Abacus have trued up that number against billings to date and the billings anticipated through July 2, 2019, and believe that only \$78,308.59 will actually be expended against the initial cooperative agreement. (These calculations are reflected in the Exhibit A of the attached agreement.) For this reason, Staff is requesting spending authority in an amount not to exceed \$288,697.41 for the new contract with Abacus to ensure they are paid in full for their services in a cumulative amount not to exceed \$360,006.00, as originally agreed.

BUDGET IMPACT:

Funding for this agreement is available within the associated capital project line items 322-1410-00-8001, Resource Center, and 308-1161-00-8200, Property and Evidence Room.

RECOMMENDATION:

Staff recommends that City Council approve a Professional Services Agreement with Abacus Project Management for Professional Consulting Services for the Senior and Resource Center and the Police Expansion Projects in an amount not to exceed \$288,697.41, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents and amendments.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ABACUS PROJECT MANAGEMENT, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of June 17, 2019, between the City of Avondale, an Arizona municipal corporation (the “City”), and Abacus Project Management, Inc., a(n) Arizona corporation (the “Consultant”).

RECITALS

A. The City desires to receive ongoing project/construction management services from the Consultant (“the Services”).

B. After a competitive procurement process, 1 Governmental Procurement Alliance (“1GPA”) entered into Contract No. 14-192P with the Consultant for the provision of project/construction management services. Pursuant to Section 24-25 of the City Code, the City is permitted to purchase services using 1GPA contracts. On November 19, 2018, the City and the Consultant entered into Cooperative Purchase Agreement number 14981C, based on 1GPA Contract No. 14-192P, for the Consultant to provide the Services for the City’s new Resource Center and the Police Property and Evidence Room expansion projects. The City’s contract and the underlying 1GPA contract expire on July 2, 2019.

C. The Consultant has successfully worked with the City to procure and negotiate contracts with the design firm and Construction Managers at Risk who will be designing and constructing the Senior Center and the Police Property and Evidence Room projects. The Consultant has successfully overseen the initial schematic design of both projects. Therefore, having unique and intimate knowledge of these projects, the City has determined that a competitive solicitation is not in the City’s best interest because the Consultant is the reasonable and practicable source to continue to provide the Services.

D. Pursuant to Section 13.2 of the City’s Procurement Policy, the City desires to enter into an Agreement with the Consultant to provide the Services, as more particularly set forth in Section 2 below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant hereby agree as follows:

1. **Term of Agreement.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 17, 2020 (the “Initial Term”), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a

“Renewal Term”) if it is deemed in the best interests of the City and subject to the availability and appropriation of funds for renewal in each subsequent year. The City shall approve each subsequent Renewal Term in writing, as evidenced by the City Manager or City Manager designee’s signature thereon. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term”. Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. City shall pay Consultant an amount not to exceed \$288,697.41 for the Services at the rates set forth in the Fee Proposal, attached hereto as a part of Exhibit A.

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

5. Safety Plan. Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Consultant’s sole determination, the Services to be provided do not require a safety plan, Consultant shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant’s performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors

any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

10. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

11. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City’s option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. 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 Consultant 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. Additional Insured. All insurance coverage, except Workers’ Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and

employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. 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 Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect.

Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. Consultant shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Section.

12.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$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 ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant’s owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers’ Compensation Insurance. If Consultant employs anyone who is required by law to be covered by workers’ compensation insurance, Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers

Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the City.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City

pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Consultant hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and in Exhibit A. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

14.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future OSHA standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

14.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior, written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 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, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Charles A. Montoya, City Manager

With copies to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Tiffany Copp, Contract Administrator

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: City Attorney

If to Consultant: Abacus Project Management, Inc.
3030 N. Central Avenue, Suite 803
Phoenix, Arizona 85012
Attn: Richard, W. Carr, Jr.

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

14.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal

immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Israel. Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any City-approved Purchase Order, or the Fee Proposal, the documents shall govern in the order listed herein.

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

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Consultant”

ABACUS PROJECT MANAGEMENT, INC.
a(n) Arizona corporation

By:_____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2019, before me personally appeared _____, the _____ of ABACUS PROJECT MANAGEMENT, INC., a(n) Arizona corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the corporation.

Notary Public

(Affix notary seal here)

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ABACUS PROJECT MANAGEMENT INC.

[Scope of Work and Fee Proposal]

See following page(s).

ABACUS

Proposal

**City of Avondale
Avondale, AZ**

**Professional Construction Project Management
Consultant Services
For
Resource Center (Task 1)
and
Police Expansion (Task 2)**

Submitted to

City of Avondale
Development and Engineering Services
Attn: Tiffany Copp
Sr. Management Analyst
Development and Engineering Services
11465 W. Civic Center Dr.
Avondale, AZ 85323

June 4, 2019 (Renewal Revision)

ABACUS

June 4, 2019 (Renewal Revision)

Tiffany Copp
Sr. Management Analyst
City of Avondale
Development and Engineering Services
11465 W Civic Center Dr.
Avondale, AZ 85323

**RE: Professional Project Management Services (Contract Renewal)
City of Avondale
Scope of Services and Fee Proposal
Police Expansion and Resource Center Projects**

Dear Tiffany:

Abacus Project Management, Inc. is pleased to begin a professional relationship with the City of Avondale by providing full service Project Management and Cost Estimating Services on the City's New Resource Center and Police Expansion, including Property and Evidence, projects. The Resource Center will provide vital neighborhood and family services to the Avondale community. The Police Expansion will provide much needed immediate and future growth space for the Avondale Police Department to serve the Avondale Community.

Abacus is a professional management company providing a comprehensive range of services within the project / construction management profession to meet the needs of owners and real estate developers nationwide and to successfully accomplish their project goals. We will provide quality PM/CM services tailored to suit your needs for the services desired. We believe that customer service is of the utmost importance and inherently strive to provide added value to our client's projects.

The City of Avondale is a vibrant community of nearly 85,000 residents located in the western portion of the Phoenix metropolitan area. Filled with family oriented neighborhoods, the New Resource Center will enhance the quality of life in Avondale by providing many key human services for citizens. As one of the area's fastest growing communities where residents can live, work, and play, Abacus is honored to have the opportunity to embrace and support this mission of the City.

The Avondale Police Department is currently located at the Avondale Civic Center. The Center's Master Plan provides additional, on-site space for the Police Department to expand. The Department's existing space has reached capacity and, based upon a recent needs assessment, a new 2-story expansion with office and Property and Evidence is required. Abacus will capitalize on our recent completion of Police projects in Maricopa and Marana to ensure the Avondale Police Department continues to enhance their mission of "Serving with Honor" for the Avondale community.

Attached is our Contract Renewal Fee Proposal for both projects which includes project background / scope, proposed duties, proposed fee (subject to increase on Police Expansion due to increase in Construction Cost Budget), and additional services / hourly rates for your review and approval.

Should you have any questions or comments on our Proposal, we would welcome the opportunity to speak with you to review and discuss in greater detail.

Thank you for the opportunity to be able to submit our Proposal for your consideration. We're looking forward to working with the City of Avondale!

ABACUS

Sincerely,
Abacus Project Management, Inc.



Richard W. Carr, Jr.
Project Director

5/31/19
Date



Adam Brill
Principal

5/31/19
Date

Accepted by

Signature For: City of Avondale

Printed Name

Title

Date

Attachments:

Fee Proposal

Scope of Services

Fee Proposal

Professional Project Management Services – City of Avondale Resource Center and Police Expansion Projects

Project Background / Scope:

Resource Center (Task 1): The City of Avondale will provide a new co-located human service facility to replace the existing Care1st Avondale Resource Center and Avondale Senior Center and Administration Offices that exceed service capacity and have reached useful lifespan. In the near term, Resource Staff anticipate a heightened need for services.

The existing Senior Center is 12,000 SF and the existing Resource Center is 9,000 SF. The new facility is expected to support all services now offered, and through intentional design and efficient use of space, meet a host of additional services needs that cannot be presently accommodated in existing facilities, with a new 2 story building size of 24,664 SF.

Resource Staff have identified gaps in service and intend to expand their offerings by partnering with new providers in the new facility.

A recent space and conceptual site study by a third-party consultant estimates the Total Project Cost to be \$11 M excluding site acquisition if needed. The City is currently seeking approval by Council for a land swap to provide a site of 2.79 acres at the SW corner of Dysart and Riley via a land swap. City currently has an estimate from February 2018 indicating Total Construction Cost for building, furniture, and sitework to be approximately \$9.7M.

The Project Delivery Method proposed by the City is Construction Manager at Risk

The Project Schedule proposed by the City is for the center to be in operation first half by FY 20-21.

The City also proposes to pursue LEED Certification for this project. The minimum goal is LEED Certified.

Scope of Services to include facilitating with Design Consultant one (1) workshop for Community Outreach and Public Input.

Police Expansion (Task 2): The City of Avondale recently completed a space needs assessment for the Avondale Police Department and have determined an immediate need for Expansion.

The Department is currently located at the Avondale Civic Center and within the Center's Master Plan space has been provided on site for the Police Department to expand. The Department has currently filled their existing space and are requiring a 2-story expansion with approximately 15,000 SF on two floors for Property and Evidence Room (which will provide 2 height volume storage for 30 years, a mezzanine, evidence processing and release to officers and public, separate locations for guns, illegal drugs, and both a large box refrigerator and freezer), Community Services, Professional Standards Bureau and approximately 6,000 of remodel of existing headquarters for Briefing, Conference Rooms, Break Room, Report Writing, Secure Front Lobby, Records, and Training.

The City has now allocated \$9.5 M for the Total Project Cost of this project. Total Construction Budget is now \$7.5M.

The Project Delivery Method proposed by the City is Construction Manager at Risk

The Project Schedule proposed by the City is for the expansion to be in operation first half by FY 20-21.

Professional Project Management Duties:

Per attached Scope of Services.

Proposed Fee – Lump Sum (see attached Cash Flow for additional details):

Services/Fees to bill through 07/02/2019 (current 1GPA Contract Expiration)

Resource Center (Task 1)

▪ Project Management & Cost Estimating Services:	\$38,598.00
▪ Reimbursable Allowance:	\$323.76

Through 07/02/2019 Sub-Total	\$38,921.76

Police Expansion (Task 2)

▪ Project Management & Cost Estimating Services:	\$32,072.90
▪ Reimbursable Allowance:	\$313.93

Through 07/02/2019 Sub-Total	\$32,386.83

Total work to bill through 07/02/2019 (Task 1 & 2)	\$71,308.59
---	--------------------

Services/Fees after 07/02/2019, Needed to finish Both Tasks

Resource Center (Task 1)

▪ Project Management & Cost Estimating Services:	\$151,798.00
▪ Reimbursable Allowance:	\$4,236.24
▪ Additional Services Allowance	\$15,000.00

After 07/02/2019 Sub-Total	\$171,034.24

Police Expansion (Task 2)

▪ Project Management & Cost Estimating Services:	\$102,937.10
▪ Reimbursable Allowance:	\$4,726.07
▪ Additional Services Allowance (Requested by City)	\$10,000.00

After 07/02/2019 Sub-Total	\$117,663.17

Total for work after 07/02/19 (Task 1 & 2)	\$288,697.41
---	---------------------

Grand Total, Task 1 & 2

Resource Center Total	\$209,956.00
Police Expansion Total	\$150,050.00

Grand Total (Task 1 & 2)	\$360,006.00

Reimbursable Expenses (included in Allowance above):

- Mileage at \$0.56 per mile

Additional Services / Hourly Rate Schedule:

Additional Services, including but not limited to:

1. Utility Management
2. Move Management
3. LEED Certification
4. Daily Reports during Construction
5. Design Phase Cost Estimating
6. Admin Support (City to provide Desk in Engineering Offices, Admin Support, Office supplies, Internet Access, Printing Capabilities, & Security Access)
7. Reproduction of drawings (Sets to be provided by City, AE, or CMAR)

Should Abacus be requested to provide Additional Services, we would bill our personnel per the following hourly rate schedule:

Position Title	Billable Rate
Principal	\$160.00
Director	\$145.00
Sr. Project Manager	\$135.00
Project Manager	\$125.00
Sr. Cost Estimator	\$135.00
Cost Estimator	\$120.00
MEP Estimator	\$120.00
Administrative Support	\$55.00

2. SCOPE OF SERVICES: The Project Management Firm shall perform project management, technical, analytical, and support service as required for the development and implementation of various projects throughout the contract term. The Project Management Firm shall prepare and execute approaches, methods, technology, and staffing, for effective and efficient completion of each project. These basic services shall include, but are not limited to:

- 2.1 Design consultant and construction contract management
- 2.2 Develop and implement quality control, cost control, schedule control, risk management, and safety management plans for each project
- 2.3 Provide pre-design, pre-construction administration
- 2.4 Provide assistance in the preparation of RFPs, IFBs and RFQs, as needed, and as permitted by the member and Arizona Procurement Code
- 2.5 Recommend design consultant services when appropriate
- 2.6 Review design documents, constructability reviews and recommendations, code compliance verification, alternative methods, to achieve a balance of quality and cost for the project at each design phase. The Firm shall familiarize themselves and understand the members' standards and ensure adherence to such at all design and construction phases
- 2.7 Reconcile vendor deliverables and invoices
- 2.8 Conduct project meetings
- ~~2.9 Provide on-site inspections~~
- 2.10 Coordinate construction site walk-throughs with ^{City}~~District~~ personnel at each project milestone or construction phase to ensure that the District's intent of the design is implemented.
- 2.11 Perform ^{periodic}~~comprehensive~~ visits and ^{to observe}~~field reports~~ stating contractor progress, ~~safety report, and construction staffing report. A copy of these reports shall be included in the project close-out documents~~
- 2.12 Attend weekly contractor meetings
- 2.13 Gather and review all close out documents for accuracy and attend final project inspections and sign-off

SCOPE OF WORK

- 2.14 Provide interactive communication system for achieving optimum coordination among the various participants in the project including members, member selected architects and engineers, and contractors.
- ~~2.15 Estimate all project related costs including, but not limited to, administrative, legal, construction, construction related consultant fees, testing, environmental, fixtures, equipment and relocation costs.~~
- 2.16 Review design documents at project milestones and provide ~~accurate cost estimates for construction,~~ analysis and comparison with design consultant's estimates.
- 2.17 Facilitate resolutions of any issues, at any time throughout each project.
- 2.18 Provide analysis of building systems, equipment and materials and/or the entire project for appropriateness, initial cost, life cycle cost, projected maintenance and operation costs, safety and risk analysis.
- 2.19 Provide analysis of claims for additional services and cost made against the member by design consultants and/or contractors as well as claims the member may have against parties involved with the projects.
- 2.20 Provide analysis of the cost of the owner controlled insurance versus the contractor's estimated cost of providing insurance to determine the most efficient and economical means of insuring these projects. Project manager shall verify that all contractors have the necessary insurance coverage.

CITY COUNCIL REPORT

SUBJECT: Fifth Amendment to the Construction Manager at Risk Agreement with PCL Construction, Inc. for a Guaranteed Maximum Price No. 3 for the Water Reclamation Facility

MEETING DATE: 6/17/2019

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director, (623) 333-4410

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve Contract Amendment No. 5 to the Construction Manager at Risk Agreement with PCL Construction, Inc., to establish the Guaranteed Maximum Price (GMP) No. 3 for the Water Reclamation Facility improvement project for \$527,679.77 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

In January 2015, the City completed a master plan for the Water Reclamation Facility (WRF). The plan identified several improvements required to ensure the facility can continue to reliably meet its permit standards and operate efficiently. A Request for Qualifications was released in March 2016 to select a Construction Manager at Risk (CMAR) for the improvement project. Through this qualification process, PCL was selected and awarded the CMAR for this project.

Accordingly, the City and PCL Construction, Inc. entered into necessary amendments as the project progressed. The Amendments are as follows:

	Date	Amount	Brief Description
#1	4/3/2017	\$ 6,641,970.00	Procurement of long lead items and first phase of construction
#2	7/10/2017	\$ 4,368,933.00	Second phase of construction
#3	12/13/2018	\$ 14,465.08	Additional rehab work identified during construction
#4	2/20/2019	\$ 28,360.51	Condition assessment for primary clarifier #1
#5	6/3/2109	\$ 527,679.77	Repairs to primary clarifier #1

DISCUSSION:

The Fifth Amendment to CMAR Agreement with PCL Construction, Inc. will fund GMP No. 3 in the amount of \$527,679.77 for improvements to the primary clarifier #1. In the past, primary clarifier #1 was the only existing

primary clarifier and could not be taken down for inspection or service. With this project adding primary clarifier #2, this work could now be performed. The results of the assessment indicated primary clarifier #1 has major deficiencies that need to be repaired to keep the unit operational. This amendment is for the identified repairs.

The contract price for this amendment (GMP No. 3) includes the following:

- Concrete Rehabilitations.
- Furnish and install the equipment.
- Surface preparations and repaint remaining clarifier mechanism that is not being replaced.
- Furnish and install replacement stem for existing gate.
- Reconnect 36" Primary Effluent line and install new bolt nut and gasket set will be installed.
- Reinstall the existing cover.
- Startup new drive mechanism.

BUDGET IMPACT:

Funding for this item is available in the Capital Improvement Program Sewer Development Fund, Line Items 513-1339-00-8620, WRF Facility Upgrades and 513-1369-00-8610, Secondary Clarifier/Sewer System Construction.

RECOMMENDATION:

Staff recommends that the City Council approve Contract Amendment No. 5 to the Construction Manager at Risk Agreement with PCL Construction, Inc., to establish the Guaranteed Maximum Price (GMP) No. 3 for the Water Reclamation Facility improvement project for \$527,679.77 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**FIFTH AMENDMENT
TO
CONSTRUCTION MANAGER AT RISK AGREEMENT
NO. 14371C
BETWEEN
CITY OF AVONDALE
AND
PCL CONSTRUCTION, INC.**

THIS FIFTH AMENDMENT TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this "Fifth Amendment") is made as of June 17, 2019, between the City of Avondale, an Arizona municipal corporation (the "City"), and PCL Construction, Inc., a Colorado corporation (the "Construction Manager").

RECITALS

A. The City and the Construction Manager entered into that certain Construction Manager At Risk Agreement, dated August 8, 2016 (the "Agreement"), for design phase review and complete construction services related to improvements to the City's Charles M. Wolf Water Reclamation Facility, located at 4800 South Dysart Road, Avondale, Arizona (the "WFR").

B. The Agreement contemplated the City would request GMP Proposals for construction of the Project. Accordingly, the City and the Construction manager entered into the First Amendment to the Construction Manager at Risk Agreement, dated April 3, 2017 (the "First Amendment"), relating to the Preliminary Process Work; the Second Amendment to Construction Manager at Risk, dated July 10, 2017 (the "Second Amendment"), relating to Project Completion Work; the Third Amendment to Construction manager at Risk Agreement dated December 13, 2019 (the "Third Amendment"), relating to the cover removal and pump; and the Fourth Agreement, dated February 20, 2019 (the "Fourth Amendment"), relating to structural and mechanical rehabilitation and concrete investigation work.

C. The City has determined it is necessary for the Construction Manager to perform additional work related to the rehabilitation of concrete, resurfacing the clarifier and other structural and mechanical rehabilitation work ("Additional Services").

D. The City and Construction Manager desire to enter into this Fifth Amendment to (i) extend the term of the Agreement, (ii) modify the scope of services to include the Additional Services and (iii) provide for the increase in compensation to the Construction Manager for Additional Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Construction Manager hereby agree as follows:

1. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until June 30, 2020, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Scope of Services. Construction Manager shall provide the Additional Services as set forth in the Change Order, attached hereto as Exhibit 1 and incorporated herein by reference.

3. Compensation. The City shall increase compensation to Construction manager \$527,679.77 for the Additional Services at the rates set forth in the Change Order, resulting in an increase of the aggregate not-to-exceed compensation from \$11,210,655.59 to \$11,738,335.36.

4. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

5. Non-Default. By executing this Fourth Amendment, the Construction Manager affirmatively asserts that (1) the City is not currently in default, nor has been in default at any time prior to this Fifth Amendment, under any of the terms or conditions of the Agreement and (ii) any and all Construction Manager claims, known and unknown, relating to the Agreement and existing on or before the date of this Fifth Amendment, are forever waived.

6. Conflict of Interest. This Fifth Amendment and the Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Construction Manager”
PCL CONSTRUCTION, INC.,
a Colorado corporation

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF _____)
 _____) ss.
 COUNTY OF _____)

On _____, 2019, before me personally appeared _____, the _____ of PCL CONSTRUCTION, INC., a Colorado corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the _____.

Notary Public

(Affix notary seal here)

EXHIBIT 1
TO
FIRST AMENDMENT
TO
CONSTRUCTION MANAGER AT RISK AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PCL CONSTRUCTION, INC.

[Scope of Services]

See following page(s).



CONSTRUCTION

April 25, 2019

Tony Woodrum
City of Avondale
399 E. Lower Buckeye Rd
Avondale, AZ 85323
623.333.4400 (P)
623.333.0440 (F)

Project: Charles M. Wolf Water Reclamation Facility Upgrades
RE: CRX0039 – PC-01 Rehab

Mr. Woodrum,

The purpose of this letter is to provide estimated costs for PC01, structural and mechanical rehabilitation on the above referenced Project.

The estimated cost of this additional work is \$527,679.77. It is assumed that amendment #5 to GMP 3 will be issued to cover this cost.

This cost INCLUDES the following:

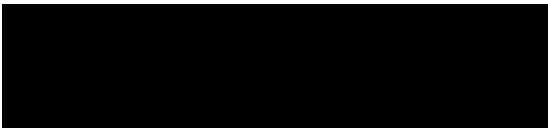
- 1) Concrete Rehabilitation as noted in the attached scope provided by Structural Group. (7 weeks)
- 2) Furnish and install the equipment as noted in the attached scope provided by Ovivo. The equipment provided by Ovivo is finish painted as described, only touch up of the new equipment will be provided. (17 Days, install - 10 weeks procurement)
- 3) Surface prep and repaint remaining clarifier mechanism that is not being replaced. Inspection of painting will be performed by RFI Consultants. (1 week)
- 4) Furnish and install replacement stem for existing gate.
- 5) PCL forces to reconnect 36" Primary Effluent line, existing fittings will be reused, a new bolt nut and gasket set will be installed. (2 Days)
- 6) PCL forces to reinstall the existing cover, no additional work to the existing cover is included. All existing components will be reused. (5 days)
- 7) Startup new drive mechanism.

This cost EXCLUDES the following:

- 1) Electrical determination and re-termination of equipment, this is assumed to be done by City.
- 2) Removal of hazardous material.
- 3) 3rd party inspections not specifically included with Structural Group or RFI Consultants.
- 4) Water to retest the system, PCL will provide hose and labor to install hose for water to test new drive.
- 5) Putting Primary Clarifier 1 into service.

Should you have any questions please do not hesitate to contact me.

Regards,



Nico Swart
Assistant Project Manager
602.319.8458
nswart@pcl.com

PCL CONSTRUCTION INC.

1711 W. Greentree Drive * Suite 201 * Tempe, AZ * 85284
Telephone: (480) 829-6333 * Fax: (480) 829-8252



PCL Construction, Inc.

CRX No.

Date: 4/25/2019

Description:

--

	UOM	QTY	Rate	Total
Project Manager	HR	20	\$ 96.03	\$ 1,920.60
Superintendent	HR	360	\$ 109.21	\$ 39,315.60
Project Engineer	HR	80	\$ 83.91	\$ 6,712.80
Field Engineer	HR	0	\$ 58.37	\$ -
Drive Removal and Reinstall				
Crane Operator	HR	136	\$ 59.07	\$ 8,033.52
Pipe Layer Lead	HR	136	\$ 51.20	\$ 6,963.20
Skilled Laborer	HR	272	\$ 35.87	\$ 9,756.64
Crane	HR	136	\$ 149.90	\$ 20,386.40
Forklift	HR	136	\$ 48.42	\$ 6,585.12
Scissor Lift	HR	136		
Drive Oil Lubricants	LS	1	\$ 500.00	\$ 500.00
Misc Tools and Material	LS	1	\$ 1,000.00	\$ 1,000.00
Cover Reinstall				
Laborer Foreman	HR	40	\$ 51.20	\$ 2,048.00
Skilled Laborer	HR	120	\$ 35.87	\$ 4,304.40
Forklift	HR	40	\$ 48.42	\$ 1,936.80
Forklift Mob In/Out	EA	2	\$ 150.00	\$ 300.00
36" Effluent Reinstall				
Operator	HR	16	\$ 45.29	\$ 724.64
Backhoe	HR	16	\$ 40.30	\$ 644.80
Backhoe Mob/Demob	EA	2	\$ 150.00	\$ 300.00
Skilled Laborer	HR	16	\$ 35.87	\$ 573.92
36" BNG and Materials	LS	1	\$ 1,000.00	\$ 1,000.00
Trash Removal	LD	5	\$ 185.00	\$ 925.00
Portable Toilets	MO	3	\$ 200.00	\$ 600.00
Generator	HR	280	\$ 14.80	\$ 4,144.00
Self-Perform				\$ 118,675.44 (1)
SUB/VENDOR COSTS				
Ovivo (see attached scope)	LS	1	\$ 68,623.00	\$ 68,623.00
Structural Group (see attached scope)	EA	1	\$ 208,950.00	\$ 208,950.00
Coating of Primary Clarifier Mechanism (Allowance)	EA	1	\$ 35,000.00	\$ 35,000.00
Replace Stem for Existing Gate (Allowance)	EA	1	\$ 5,000.00	\$ 5,000.00
Sub Total				\$ 317,573.00 (2)
Subguard			1.2%	\$ 3,810.88 (3) = (2) x %
Sub/Vendor TOTAL				\$ 321,383.88 (4) = (2)+(3)
TOTAL DIRECT COSTS				\$ 440,059.32 (5) = (1)+(4)
Indirects				
		%		Amount
Bond			0.76%	\$ 4,010.37 (6) = (11) x %
Liability Insurance			1.10%	\$ 5,804.48 (7) = (11) x %
Builders' Risk			0.47%	\$ 2,480.09 (8) = (11) x %
Sales Tax			5.40%	\$ 28,494.71 (9) = (11) x %
Subtotal				\$ 480,848.96



Overhead & Fee			10.50%	\$ 50,489.14	(10) = (5) through (9) x %
Pipe Restraining Allowance	LS	1	\$	(4,000.00)	\$ (4,000.00) (11) NOT INCLUDED IN MARKUPS
TOTAL CHANGE ORDER				\$ 527,679.77	(12) = sum of (5) through (11)

Submitted by:	Nico Swart, APM	for PCL Construction, Inc.
Signature:		
Date:		

Accepted by:	
Consultant:	
Signature:	
Date	
Owner:	
Signature:	
Date:	

[illegible]

PCL Construction - 5403099 Charles M. Wolf WRF Upgrades			Run Date Apr-25-2019	Meeting Date 27-Aug	Superintendent Chad Rowe	14-Oct	15-Oct	16-Oct	17-Oct	18-Oct	19-Oct	20-Oct	21-Oct	22-Oct	23-Oct	24-Oct	25-Oct	26-Oct	27-Oct	28-Oct	29-Oct	30-Oct	31-Oct	1-Nov	2-Nov	3-Nov	4-Nov	5-Nov	6-Nov	7-Nov	8-Nov	9-Nov	10-Nov	11-Nov	12-Nov	13-Nov	14-Nov	15-Nov	16-Nov	17-Nov	18-Nov	19-Nov	20-Nov	21-Nov	22-Nov	23-Nov	24-Nov													
	Activity	Notes	Responsible party	Anticipated Start Date	Anticipated Finish Date	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S													
						Seven Weeks Out							Eight Weeks Out							Nine Weeks Out							Ten Weeks Out							Eleven Weeks Out							Twelve Weeks Out																			
	General Conditions																																																											
1	Approval of Contract Admendment		PCL	13-May	13-May																																																							
2	Ovivo Change Order		PCL	13-May	31-May																																																							
3	Structural Group Change Order		PCL	13-May	31-May																																																							
4	Ovivo Submittal		PCL	3-Jun	21-Jun																																																							
5	Ovivo Fabrication and Delivery		PCL	21-Jun	7-Oct																																																							
6	Reterminate Electrical		COA	4-Nov	4-Nov																																																							
7	Startup Equipment		Ovivo	5-Nov	5-Nov																																																							
8	Place Clarifier into Service		COA	19-Nov	19-Nov																																																							
	Clarifier Mechanical																																																											
1	Disassembly		PCL	30-Sep	4-Oct																																																							
2	Install New Mechanism		PCL	7-Oct	18-Oct	M	T	W	TH	F																																																		
3	Install Squeegees			6-Nov	7-Nov																																																							
	Painting Clarifier																																																											
1	Finish Paint Equipment		TBD	21-Oct	25-Oct								M	T	W	TH	F																																											
2	Paint Cure			28-Oct	15-Nov															M	T	W	TH	F	S								M	T	W	TH	F	S																						
	Replace Covers/Piping																																																											
1	Replace Covers		PCL	8-Nov	14-Nov																																																							
2	Replace Piping		PCL	15-Nov	18-Nov																																																							
3																																																												
4																																																												
5																																																												
	Concrete Repairs																																																											
1	Primary Calarifier 1 Repair Work		Structural Group	9-Sep	25-Oct	M	T	W	TH	F								M	T	W	TH	F																																						
2	Concrete Rerapir Cure			28-Oct	15-Nov																						M	T	W	TH	F	S								M	T	W	TH	F	S															
3																																																												
4																																																												
5																																																												



AVONDALE WWTP AVONDALE, AZ

AREA REPRESENTATIVE

Coombs Hopkins Company
Lisa Snyders
602.339.8070
Lisa@chc.com

PREPARED BY

Karen Burns
Phone (801) 931-3027
Fax (801) 931-3080
Karen.burns@ovivowater.com

Ovivo USA, LLC
4246 Riverboat Road – Suite 300
Salt Lake City, Utah 84123-2583



PROJECT SUMMARY:

Ovivo USA, LLC (formerly EIMCO Water Technologies – EWT) is pleased to offer the following proposal to provide pricing for one (1) new complete C40HT drive unit with new center column, skimming mechanism and rake arm squeegees. These are a direct replacement for existing EIMCO 100' Ø Clarifier, Type C4, under serial number CSW0000303-01.

ITEM I: Replacement Drive Unit and Components:

- Basic C40HT drive unit, rated at 42,000 ft. lbs.
- Stainless steel main and worm gear covers
- Drive torque control unit with micro switches and actuating pin
- Motor drive package (1 HP TEFC motor, reducer, sprockets, chain and guard)
- Premium Ovivo paint scheme, two (2) coats of Tnemec Tnene-Fascure Series 161HS or Hi-Build Epoxyline Series 66HS @ 4-6mils DFT
 - o Top coated with (1) coat of Tnemec Series 73 Endura Shield urethane paint @ 2-3 mils DFT (sky blue color)
 - o Top coat is highly resistant to abrasion, wet conditions, corrosive fumes, chemical contact and weathering
- Installation fasteners & shim kit (304 SS)
- O & M manual (Drive related)
- One (1) new skimming mechanism to include the following:
 - One (1) 4' skimming device assembly, stainless steel
 - One (1) Skimmer arm and skimmer supports
 - One (1) Skimmer blade
 - U-Bolt and channel clamp
 - Assembly fasteners
- One (1) 36" O.D. influent column, prime painted steel, with assembly fasteners
- Replacement rake arm squeegees, stainless steel
- FOB ship point freight prepaid and allowed
- Engineering
- One (1) year warranty (with Ovivo startup and checkout services)
- One (1) trip of one (1) day with Ovivo field serviceman for start-up and check-out of new C40HT drive unit and to validate the one (1) year warranty

Items NOT Included

- Drive removal or installation services
- Finish or touch up painting
- Lubricants or drive unit oil
- Disposal or any old lubricants/fluids
- Overtime work hours or removal of old debris
- No components not specifically mentioned above

ITEM	SPECIFICATION SECTION	EQUIPMENT	ESTIMATED SHIP DATE*	PRICE
I	N/A	One (1) Clarifier Drive unit and Components	14-16 Weeks	\$ 68,623.00

DELIVERY

Ovivo intends to ship all Products as indicated above after receipt of approved purchase order and approved submittal drawings from Purchaser. However, the date of shipment of the Products represent Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

PRICING TERMS

All prices quoted are in US Dollars. Prices are good for 90 days from date listed on proposal. After expiration of the pricing effective period, prices will be subject to review and adjustment. Prices quoted are FOB point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

PAYMENT TERMS

Payment terms are: One hundred percent (100%) payment due within thirty (30) days after Purchaser's receipt of invoice. Invoice will be submitted after all materials have been received at the job site or they have been successfully installed by an Ovivo contractor and the field service check-out and start-up procedure is finalized. Credit is subject to acceptance by the Ovivo Credit Department.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products.

Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

If Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, Purchaser shall accept transfer of title and pay Ovivo all appropriate charges incurred up to date of such event plus Ovivo's overhead and reasonable profit. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. Full payment for all work shall be due and payable thirty (30) days from the date work is placed into storage.

TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

*****PURCHASE ORDER SUBMISSION*****

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address:

Ovivo USA, LLC
4246 Riverboat Road - Suite 300,
Salt Lake City, Utah 84123-2583
Fax #: 801-931-3080
Tel. #: 801-931-3027
karen.burns@ovivowater.com

ADDITIONAL FIELD SERVICE

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days.

Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required over and above the Field Services described above, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Contractor not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field service preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism erection. Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only. It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition. Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware,

welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

MANUALS

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Ovivo. Ovivo disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Ovivo in connection with the Project.

WARRANTY AND CONDITIONS

Ovivo standard Terms and Conditions of Sale is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

PRICE ESCALATION

The prices submitted are based upon Purchaser's acceptance within 30 days of the date stated on this proposal. If the above indicated order date is exceeded, prices and shipping dates are subject to review and adjustment. Should shipment dates be exceeded because of actions of parties other than by Ovivo, escalation of the selling prices at the rate of 1.5% per month for each month or partial month of delay will be applied. This escalation will be applied only if shipment is delayed by actions of parties other than by Ovivo.

STAINLESS STEEL AND ALUMINUM PRICE ESCALATION

Recently, we have experienced sharp increases in various metal prices. We are continuously monitoring the markets but to remain competitive, we will not attempt to cover all possible escalations from Bid Date to steel and aluminum order placement.

In addition, due to potential material cost fluctuations, the prices quoted in the proposal may be increased based on the actual material cost at the time steel fabrication begins. Steel fabrication is to begin no later than 3 weeks after submittal approval.

Example of calculation: assuming a proposal made in January for 316/316L steel fabrication purchase order placed in March. The surcharge in January, at time of proposal, was \$0.7460 and the surcharge at time of steel fabrication is \$0.9460. An additional \$0.20/lbs. will be added. Ovivo reserves the rights to make a new proposal if the difference between the surcharges was made in January 2018, and the surcharge at the time of steel placement in March of 2018 is increased. Surcharge increase ($\$0.8502 - \$0.6502 = \$0.2000$), so an additional increase of \$0.2000/lbs. will be added.

Ovivo USA – Terms & Condition of Sale

1. ACCEPTANCE. The proposal of **Ovivo USA, LLC** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all prior solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER'S best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER'S expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER'S interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER'S legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER'S rights relating to a breach or threatened breach of the payment terms by PURCHASER.

5. TAXES. Unless otherwise specifically provided in SELLER's quotation/proposal; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER'S account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from shipment. If any of SELLER'S Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER'S negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER'S prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER'S estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER'S estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER'S design, SELLER'S liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER'S quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL INFORMATION. All nonpublic information and data furnished to PURCHASER hereunder, including but not limited to price, size, type and design of the Products is the sole property of SELLER and submitted for PURCHASER'S own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER'S prior written consent.

8. PAINTING. The Products shall be painted in accordance with SELLER'S standard practice, and purchased items such as motors, controls, speed reducers, pumps, etc., will be painted in accordance with manufacturers' standard practices, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests approval of drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER'S equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products.

13. GENERAL INDEMNITY. Subject to the rights, obligations and limitations of liabilities of the parties set forth in this Agreement, PURCHASER shall protect and indemnify SELLER, its ultimate parent, its ultimate parent's subsidiaries and each of their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by any entity to the extent of PURCHASER'S negligence or willful misconduct in connection with this Agreement.

14. DEFAULT, TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

17. INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER'S facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER'S strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to, that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER'S written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, by reason of Force Majeure to carry out any of its obligations hereunder, then on SELLER'S notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER'S subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER'S action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule.

21. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

22. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

23. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

24. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of the SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

25. LIMITATION ON LIABILITY. TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE COST OF CORRECTING ANY DEFECTS, OR IN THE ABSENCE OF ANY DEFECT, IN EXCESS OF THE VALUE OF THE PRODUCTS SOLD HEREUNDER. NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

REVISION DATE – APRIL 2016

NORTH AMERICAN FIELD SERVICE RATE SHEET

Effective January 2017

Standard (Travel)	Daily Rate (8 hour day)	\$ 1,200. ⁰⁰
Hourly Rate (4 hour minimum)		\$ 150. ⁰⁰
Standard (Labor)	Daily Rate (8 hour day)	\$ 1,200. ⁰⁰
Hourly Rate (4 hour minimum)		\$ 150. ⁰⁰
Saturday	Daily Rate (8 hour day)	\$ 1,800. ⁰⁰
Hourly Rate (4 hour minimum)		\$ 225. ⁰⁰
Sundays/Holidays *	Daily Rate (8 hour day)	\$ 2,400. ⁰⁰
Hourly Rate (4 hour minimum)		\$ 300. ⁰⁰
Overtime **	Hourly Rate - Standard Day	\$ 225. ⁰⁰
Hourly Rate - Weekends & Holidays		\$ 300. ⁰⁰

* Sunday and Holidays requests will be billed at the double time rate

** For all hours worked over eight (8) hours per standard day and Saturdays

UNLESS OTHERWISE ARRANGED; EXPENSES ARE CHARGED AT ACTUAL COST PLUS 10%

Please Note:

• All of the rates provided are portal to portal. In addition, travel and living expenses will be invoiced at **actual cost** plus 10% and documentation will be provided for these expenses. Travel/Labor on Saturday and all overtime, will be billed at the overtime rate. Travel/Labor on Sundays or Holidays, will be billed at the double-time rate. ***If a fixed Per Diem rate is required, it will be charged at \$250.⁰⁰ per day (lodging and meals) with the exception of the east coast where the price will be \$300.⁰⁰.***

• Use of **Ovivo USA** Fleet vehicles for travel will be charged at the rate of \$0.54 per mile.

PROPOSAL FOR



CONSTRUCTION

AVONDALE PC01 CONCRETE REPAIRS & COATINGS

4800 S Dysart Rd, Avondale, AZ

Date: 04/03/2019	Proposal No.: 547195
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This Proposal is submitted to:

Nico Swart / Project Manager
PCL CONSTRUCTION, INC.
1711 W. Greentree Drive Ste 201
Tempe, AZ 85284
Phone: (602)-319-8458
nswart@pcl.com

Submitted By:

Shawn Shelton / Project Estimator
Cell: (714)-290-9983
sshelton@structural.net

CC: Mike Szoke, Senior Branch Director
Ethan Bluth, Business Development Manager



A STRUCTURAL TECHNOLOGIES COMPANY

AVONDALE PC01 CONCRETE REPAIRS & COATINGS



Dear Mr. Swart;

In response to PCL Construction, STRUCTURAL is pleased to submit a Proposal to provide:

Scope - Implementation of Concrete & Coating Repairs to the City of Avondale PC01 Clarifier.

STRUCTURAL is uniquely qualified, has the requisite in-house knowledge and experience to assess conditions in the field, identify failure mechanisms, support condition assessments, recommend value engineered options, consider risk and perform the necessary rehabilitation activities.

STRUCTURAL will work collaboratively with PCL and City of Avondale to identify preventative and predictive actions that mitigate challenges to the Avondale WTP, system and component integrity.

STRUCTURAL offers the following core capabilities;

☑ **Safety.** A corporate culture where safety is an overriding priority and a core value. A *Front-Line Safety Program* in which all employees strive for a safety-first focus in a SCWE by communicating safety issues because they feel comfortable and are valued for doing so.

☑ **Quality.** A corporate culture where quality is a core value implementing the *Front-Line Quality Program* that goes beyond the regulatory requirements.

☑ **Teamwork** – STRUCTURAL understands that creating a team environment will ensure success beyond expectations. When all the participants involved understand their responsibilities, accountabilities and commitments the project will be executed according to the safety, quality and performance expectations we mutually share.

☑ **Performance** - The Project Execution Plan (PEP) is the governing document that establishes the means to execute, monitor, and control a project. The PEP will be developed collaboratively to ensure the highest levels of safety, quality and performance possible.

☑ **Excellence** – The qualifications of our Project Team are second to none in the industry. STRUCTURAL has successfully performed work at Water Treatment Plants for many years and will self-perform this Project from the California Operations center. Subject Matter Experts will be in Leadership roles supporting design and field activities.

**CONCRETE REPAIRS ▪ POST TENSIONING REPAIRS ▪ CORROSION CONTROL & PROTECTION
FRP & STRENGTHENING ▪ FORCE PROTECTION ▪ MOISTURE CONTROL & WATERPROOFING**

SOLUTION STRATEGY - Work Scope

AVONDALE PC01 CONCRETE REPAIRS & COATINGS

STRUCTURAL will implement the Concrete & Coating repair requirements with qualified supervision, safety oversight and manpower to perform these installation services in support of Avondale's PC01 Clarifier. Pre/Post-Project, stage, set up, mobilization/demobilization, receipt inspection of material and execution will be as directed by the PCL Project Manager. These services shall be performed in accordance with the approved Contract Scope, Work Orders (WO), drawings, specifications, procedures and the PCL's Project Manager's work plan.

Scope of Work- Concrete Repair & Coating Items

Concrete Repairs @ Effluent Box - Estimated at *Approx. 150 SF to 6"-12" Depth*

- Saw-cut perimeter and chip out spalls.
- Drill and epoxy dowel rebar and replace existing as required.
- Build formwork and secure.
- Pump & pour repair areas and cure.
- Strip forms and dress repairs as needed.

Partial Depth Concrete Repairs @ Outer Trough Wall - Estimated at *Approx. 830 SF to 1" Depth*

- Remove deteriorated concrete to a sound surface approx. 1" depth.
- Prepare concrete surface to receive patch material.
- Patch removed portions of concrete using SikaQuik VOH and cure.

Trough Walls & Effluent Box Coating Repairs – (does not include trough floor)

Estimated at *Approx. 3000 SF*

- Remove existing coating and prepare repaired surfaces to receive coating.
- Prime surface with Dudick Primer 67C @ 3-4 mils.
- Apply first basecoat with Dudick Protecto-Coat 325 HB 25 mils.
- Apply second basecoat with Dudick Protecto-Coat 325 HB 25 mils.
- Apply Topcoat with Dudick Protecto-Coat 325 HB 20 mils.
- Clean up & demobilize.

Special Considerations

STRUCTURAL has developed the above "scope of work" in Accordance with practices and procedures developed through the American Concrete Institute (ACI) & International Concrete Repair Institute (ICRI).

WORKING CONDITIONS

Our estimate is based upon the following working conditions.

- a. Safety Trained Personnel.
- b. Daytime work hours.
- c. Five (5) day week MTWThF.
- d. Daily debris removal.
- e. Open shop labor

Responsibilities

STRUCTURAL's responsibilities include:

- ✓ Provide all supervision, labor, and safety oversight to perform the Scope defined by the work order instructions, project manager and work plan
- ✓ Supply suitably trained and skilled personnel to perform the services
- ✓ Personnel shall be trained and qualified in accordance with STRUCTURAL's training program for operation of forklifts and boom lifts/ scaffolding and elevated work platforms
- ✓ Concrete repair material will be purchased by STRUCTURAL in accordance with City of Avondale Concrete specifications provided by and directed by Engineering and in accordance with plant drawing, specifications and procedures.
- ✓ Provide specialty tools and equipment associated with the repair scope of work
- ✓ STRUCTURAL's employees must possess a valid driver's license when operating company vehicles
- ✓ Health & Safety including Job Safety Analysis (JSA), daily pre-job briefing, compliance with Site Health, Safety & Environmental Programs including:
 - Provide safety oversight of supplier personnel
 - Conformance to OSHA and City of Avondale WTP Site Requirements
 - Front line / craft workers will have 10 hr. OSHA Outreach training
 - Supervision will have OSHA 30 Outreach Training
 - Pre-job briefs are a requirement prior to start of work and are the normal safety culture at the work site
 - PCL Standards and Expectations/Safety/Human Performance Tools shall be reviewed by each of STRUCTURAL's employees prior to initial work task at the site

PCL's responsibilities include;

- ✓ Engineering
- ✓ Provide all non-Concrete Repair material & equipment.
- ✓ Disassembly of old equipment removed from plant components and debris disposal per direction of Project Manager.
- ✓ Removal and Relocation of utilities required to perform scope of work
- ✓ Lock Out, Tag Out of equipment.
- ✓ Provide the PCL Standards and Expectations/Safety/Human Performance Tools Booklet
- ✓ General Employee Training (GET)
- ✓ Site Specific Training (e.g., Confined space training, Lock-Out/Tag-Out))
- ✓ In-Processing services required for site access
- ✓ Design Basis documents (drawings, specifications, etc.)
- ✓ Preparation of Work Orders, related Design Change documents and Engineering assessments
- ✓ Allowing access to all work areas
- ✓ Site space for the temporary construction storage container.
- ✓ Timely approval of procedures and engineering design documents
- ✓ Provide onsite toilet facilities.
- ✓ Temporary power, construction water, lighting and waste disposal

AVONDALE PC01 CONCRETE REPAIRS & COATINGS

Key Personnel

- ☑ **Business Development Manager** – Ethan Bluth, Business Development Manager
ebloth@structural.net , Mobile 480-599-2124
- ☑ **Project Estimator** – Shawn Shelton, Project Estimator
sshelton@structural.net , Mobile 714-290-9983
- ☑ **STRUCTURAL Business Line Support** – Mike Szoke, Senior Branch Director
mszoke@structural.net , Mobile 310-686-5432

ESTIMATED SCHEDULE:

We propose to perform the above noted scope of work in approximately **6-7 weeks**

Please let us know if this does not work for you and we can discuss revisions.

FINANCIAL:

We propose to perform the above noted scope of services:	Lump Sum
Avondale PC10 Concrete Repairs & Coating	\$208,950

***If owner determines additional work is required outside of the above scope of services additional charges to be negotiated and approved at that time.*

STRUCTURAL appreciates the opportunity to submit this Proposal and welcomes further discussion on its content. Please do not hesitate to contact us if there are any questions, clarifications or if additional information is necessary.

Sincerely yours,



Shawn Shelton
Project Estimator



Direct: (714) 782-1527
Cell: (714) 290-9983
sshelton@structural.net

cc: Mike Szoke, Senior Branch Director
Ethan Bluth, Business Development Manager

CITY COUNCIL REPORT

SUBJECT: Third Amendment to Construction Contract with Standard Construction Company Inc. for CDBG Street and Sidewalk Improvement

MEETING DATE: 6/17/2019

TO: Mayor and Council

FROM: Tracy Stevens, Development and Engineering Services Department, (623) 333-4012

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve a Third Amendment to the CDBG Streets and Sidewalk Improvement Project construction contract with Standard Construction Company, Inc. in the amount of \$503,044.56, authorize the necessary budget transfers, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On March 2, 2015, Council approved a contract with WHPacific to begin the design phase of CDBG project (ST1162). The purpose of this project is to reconstruct streets to improve drainage, driving conditions, and the life expectancy of streets located within the project area. The project area is from Central Avenue to 4th Street, Western Avenue to Main Street.

City staff worked with RID staff to address construction conflicts with existing RID facilities. On January 16, 2018 Council approved a Cost Participation Agreement with RID for the relocation work.

On May 7, 2018, City Council approved a Construction contract with Standard Construction Company Inc. in the amount of \$2,902,674.75.

On September 4, 2018, the First Amendment to the construction Contract with Standard Construction Company Inc. was approved for the construction of a waterline construction along Pacific Drive from 3rd Street to 4th Street. This amendment was in the amount of \$90,985.00.

On January 14, 2019, the Second Amendment to the construction Contract with Standard Construction Company Inc. was approved for the construction work on Western Avenue as well as addressing underground conflicts. The amendment was in the amount of \$192,213.69.

DISCUSSION:

Amendment #3 is for final close-out of extra costs associated with additional field measured bid item quantities, change of conditions and owner requested extra work. Staff negotiated to have work done either via pre-approved prices or on a time and materials basis. This change order covers all the work for the project.

There was additional work completed in accordance with the contract bid unit prices. There were locations where plan limits were extended, resulting in an increase in quantities.

Due to the existing underground soil conditions, some additional work was required. The contractor had to install a geotextile fabric to help stabilize the existing grade. This additional work was in the interest of producing the best final product for longevity of the roadway.

During construction, the contractor encountered various unknown utility conflicts. Some of these conflicts were due to existing City water or sewer being in unknown locations, and other conflicts were with shallow or unknown Southwest gas lines. These conflicts had to be worked through in the field and took additional time and labor. This work was typically done on a time and material basis. The design consultant also did not do an adequate job of ensuring the plans gave clear direction as to how to tie the new back of sidewalk into the existing fences or driveways. This caused Staff and the contractor to have to field modify the connections and took extra time and labor. All of these instances have been grouped together into one additional work item.

The item overages include:

Fence Replacement \$5,298.82

Extra work between sidewalk and walls \$18,017.70

Subgrade issues \$20,428.77

Extra Concrete work \$24,281.48

Field measured items that differ from the original estimate \$91,356

Additional Work (Includes T&M work) \$343,661.79

Total \$503,044.56

Compensation for the additional materials and services increases the aggregate contract compensation from \$3,185,873.44 to \$3,688,918.00. This change order covers all work that was completed and will close the project out.

STRATEGIC PLAN ALIGNMENT:

Initiative

Foster Sustainable Community Development

Goal

Maintain and expand quality infrastructure and improve connectivity to City amenities

Objective

This project installed new pavement and waterlines within the project area to replace existing infrastructure that is beyond its useful life.

BUDGET IMPACT:

It is proposed that \$170,000.00 be transferred from CIP line item 304-1012-00-8520, Bridge Repairs to 304-1162-00-8420, CDBG Street/Sidewalk Improvements; \$50,000.00 to be transferred from CIP line item from 304-1362-00-8420, Dysart Rd ITS Phase II to 304-1162-00-8420.

The remaining \$283,044.56 is proposed to be transferred from Contingency Funds.

RECOMMENDATION:

City Council will consider a request to approve a Third Amendment to the CDBG Streets and Sidewalk

Improvement Project construction contract with Standard Construction Company, Inc. in the amount of \$503,044.56, authorize the necessary budget transfers, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**THIRD AMENDMENT
TO
CONTRACT NO. 14795C
BETWEEN
THE CITY OF AVONDALE
AND
STANDARD CONSTRUCTION COMPANY, INC.**

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Third Amendment") is entered into as of June 17, 2019, between the City of Avondale, an Arizona municipal corporation (the "City"), and Standard Construction Company, a(n) Arizona corporation (the "Contractor")

RECITALS

A. The City and the Contractor entered into Invitation for Bids EN18-072 (the "IFB") seeking bids from contractors to perform CDBG-funded improvements on Central Avenue to 3rd Street and Western Avenue to Southern Lane (the "Services"). The Contractor responded to the IFB and the City and Contractor entered into Contract No. 14795C, dated May 7, 2018, as amended by that First Amendment, dated August 15, 2015 and the Second Amendment, dated January 14, 2019 for the provision of the Services (the "Contract"), a copy of which is on file with the City. All capitalized terms not otherwise defined in this Third Amendment have the same meanings as defined in the Contract.

B. The City has determined that additional services are necessary in connection with the Contract and to bring the project to a close (the "Additional Services").

C. The City and the Contractor/Consultant desire to enter into this Third Amendment to (i) extend the term of the Agreement, (ii) modify the scope of work to include the Additional Services and (iii) provide for the increase in compensation to the Contractor for the Additional Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. **Term.** The term of the Agreement is hereby extended through July 31, 2019
2. **Scope of Work.** Contractor shall provide the Additional Services as set forth in the Change Order attached hereto as Exhibit 1 and incorporated herein by reference.
3. **Compensation.** The City shall increase the compensation to Contractor by \$503,044.56 for the Additional Services at the rates set forth in the Change Order, attached hereto

as Exhibit 1 and incorporated herein by reference, resulting in an increase of the aggregate not-to-exceed compensation from \$3,185,873.44 to \$3,688,918.00.

4. Effect of Amendment. The Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

5. Non-Default. By executing this Third Amendment, the Contractor affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this Third Amendment, under any of the terms or conditions of the Agreement and (ii) any and all Contractor/Consultant claims, known and unknown, relating to the Agreement and existing on or before the date of this Third Amendment are forever waived.

6. Conflict of Interest. This Third Amendment and the Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

(Affix notary seal here)

Notary Public

"Contractor/Consultant"

STANDARD CONSTRUCTION COMPANY, INC.,
a(n) Arizona corporation

By: _____

Name: STEVE SUTTON

Title: PRESIDENT

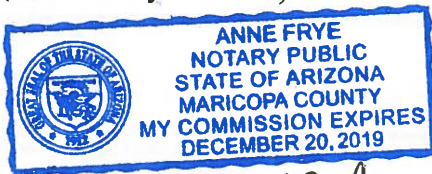
(ACKNOWLEDGMENT)

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.

On 06.06.2019, 2019, before me personally appeared STEVE SUTTON, the PRESIDENT of STANDARD CONSTRUCTION COMPANY, a(n) Arizona corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the contractor.

Notary Public _____

(Affix notary seal here)



187842 Com.#

EXHIBIT 1
TO
THIRD AMENDMENT
TO
CONTRACT NO. 14795C
BETWEEN
THE CITY OF AVONDALE
AND
STANDARD CONSTRUCTION COMPANY, INC.

[Change Order]

See following page(s).

CONSTRUCTION CONTRACT CHANGE ORDER

CITY OF AVONDALE ENGINEERING DEPARTMENT

Project Name: CDBG Street and Sidewalk Improvements
City Project No.: ST1162
Design Engineer: City of Avondale

CHANGE ORDER NO.: 3 Date: June 17, 2019
CHANGE ORDER NO.: 2 Date: January 14, 2019
CHANGE ORDER NO.: 1 Date: August 15, 2018

CONTRACTOR: Standard Construction Inc.

Original Contract Start Date: June 6, 2018
Original Contract Completion Date: December 18, 2018
Revised Contract Completion Date: July 31, 2019

CHANGE ORDER DESCRIPTION: As construction was progressing, there were various underground conflicts that were not anticipated with this project. These instances had to be resolved while the work was ongoing to prevent additional delay. However, Standard had to utilize additional resources to account for these conflicts. Final close-out of extra costs associated with additional field measured bid item quantities, change of conditions and owner requested extra work. Staff negotiated to have work done completed either via preapproved price or on time and materials basis. This change order covers all the work that was completed.

REASON FOR CHANGE ORDER: 1). Avondale staff added work that was not included in the project scope. 2) Various item quantities exceeded that which was included in plan total 3) Standard experienced delays during construction.

CONTRACT AMOUNT

Original Contract: \$ 3,185,873.44
Previous C.O.'s: \$ 283,198.69
This Change Order: \$ 503,044.56
Total All C.O.'s: \$ 786,243.25
Revised Contract: \$ 3,688,918.00

CONTRACT TIME

Original Contract: 180 days
Previous C.O.'s: 47 days
This Change Order: 14 days
Total All C.O.'s: 61 days
Revised Contract: 241 days

IT IS AGREED BY THE CONTRACTOR that this Change Order includes any and all costs associated with or resulting from the change ordered herein, including all impact, delay and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order. This document shall become an amendment to the initial contract and all stipulations and covenants of the initial contract shall apply hereto.

CITY COUNCIL REPORT

SUBJECT: First Amendment to Cooperative Purchasing Agreement with Bound Tree Medical, LLC for Medical Supplies

MEETING DATE: 6/17/2019

TO: Mayor and Council

FROM: Larry Rooney, Acting Fire Chief, (623) 333-6101

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve a Cooperative Purchasing Agreement with Bound Tree Medical, LLC valid until January 31, 2020 for the purchase of emergency medical supplies for a maximum amount not to exceed \$150,000 over the term of the agreement and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Fire and Medical Department provides advanced life support emergency medical first response involving over 11,000 calls for service annually. Partial reimbursement is received from the ambulance transport provider for supplies used in patient care on those calls where transport to a medical facility is warranted.

After a competitive procurement process the City of Phoenix entered into contract No. 137704 on or about January 24, 2014 as amended with the last of five amendments dated February 1, 2018 for Bound Tree Medical, LLC to provide emergency medical supplies. This amendment is an additional one-year extension to the term of the agreement that expires January 31, 2020. The Phoenix contract permits cooperative use by other governmental agencies including the City of Avondale.

DISCUSSION:

A wide variety of medical supplies are needed for the Fire and Medical Department to provide emergency medical first response service to the community. Most of these supplies are expendable and are procured from a variety of vendors depending on the type of material needed with Bound Tree Medical, LLC being one of the largest.

BUDGET IMPACT:

Purchases associated with this agreement are charged to the following budget line item: 101-6331-00-7240 EMT Supplies

RECOMMENDATION:

Staff recommends that the city council approve a Cooperative Purchasing Agreement with Bound Tree Medical, LLC valid until January 31, 2020 for the purchase of emergency medical supplies for a maximum amount not to exceed \$150,000 over the term of the agreement and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BOUND TREE MEDICAL, LLC**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this "First Amendment") is entered into as of June 17, 2019, between the City of Avondale, an Arizona municipal corporation (the "City"), and Bound Tree Medical, LLC, an Ohio limited liability company (the "Vendor").

RECITALS

A. After a competitive procurement process, the City of Phoenix, Arizona ("Phoenix") entered into Contract No. 137704, on or about January 24, 2014, as amended by Amendment No. 1, dated November 15, 2014, Amendment No. 2, dated September 23, 2015, Amendment No. 3, dated August 31, 2016, Amendment No. 4, dated May 2, 2017, Amendment No. 5, dated February 1, 2018, and Amendment No. 6, dated February 1, 2019, (collectively, the "Phoenix Contract"), for the Vendor to provide emergency medical supplies. A copy of the Phoenix Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. City is permitted, pursuant to Section 25-24 of the City Code, to purchase such materials under the Phoenix Contract, at its discretion and with the agreement of the awarded Vendor, and so long as the Phoenix Contract permits its cooperative use by other public entities, including the City.

C. City and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Phoenix Contract and this Agreement, (ii) establishing the terms and conditions by which the Vendor may provide the City with emergency medical supplies, as more particularly set forth in Section 2 below on an "as-required" basis (the "Materials") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of the Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until January 31, 2020, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Compensation. The City shall increase the compensation to Contractor by \$75,000, for the Additional Materials at the unit rate set forth in the Phoenix Contract which is attached hereto as Exhibit 1 and incorporated herein by reference, resulting in an increase of the aggregate not-to-exceed compensation from \$75,000 to \$150,000.

3. Effect of Amendment. The Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this First Amendment, the Contractor affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all Contractor claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

5. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

6. Conflict of Interest. This Second Amendment and the Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

BOUND TREE MEDICAL, LLC,
an Ohio limited liability company

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared _____
_____, the _____ of BOUND TREE MEDICAL,
LLC, an Ohio limited liability company, whose identity was proven to me on the basis of
satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she
signed the above document on behalf of the limited liability company.

Notary Public

(Affix notary seal here)

EXHIBIT 1
TO
FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BOUND TREE MEDICAL, LLC

[Phoenix Contract]

See following page(s).

CITY COUNCIL REPORT

SUBJECT: Cooperative Purchasing Agreement with Emergency Vehicle Group, Inc., for a Fire Service Apparatus

MEETING DATE: 6/17/2019

TO: Mayor and Council

FROM: Larry Rooney, Acting Fire Chief, (623) 333-6101

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve a Cooperative Purchasing Agreement through the Houston Galveston Area Council (HGAC) with Emergency Vehicle Group, Inc. for the purchase of a Fire Department Technical Support Vehicle and specified technical rescue equipment for a maximum amount not to exceed \$750,000 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Avondale Fire and Medical Department provides technical rescue services for the City of Avondale and other surrounding jurisdictions within the Phoenix Regional Automatic Aid Consortium. On technical rescue dispatches, a Fire Engine along with a Technical Rescue Support Truck would respond to the emergency. The Technical Support Vehicle is used to store the required specialized technical rescue equipment in a "ready state" and transport it to the emergency scene in a timely manner.

In coordination with the City of Avondale procurement process, Emergency Vehicle Group, Inc. was selected through the Houston Galveston Area Council (HGAC) cooperative purchasing agreement to build the Technical Rescue Support Vehicle. This vehicle is the replacement of the current Technical Rescue Support Truck vehicle 5172 that resides at Fire Station 173. Vehicle 5172 will have been in service for the past thirteen years and will be designated for surplus.

DISCUSSION:

Specialized technical rescue equipment is needed for the Avondale Fire and Medical Department to provide technical rescue services to the community. This equipment is needed to be deployed rapidly in order to provide needed assistance when handling difficult situations such as trench, swift water and high angle rescues just to point out a few examples. The Technical Support Truck stores and transports the required specialized technical rescue equipment to the emergency scene as needed. In addition, the Fire and Medical Department's Technical Rescue Team also serves as the City of Avondale's "Rescue team", meeting Public Works and other city department's safety plans requirements for "rescue stand-by" for things like confined space at the water treatment plant as one example.

BUDGET IMPACT:

Purchases associated with this agreement are charged to the following budget line item: 601-5200-00-8110

RECOMMENDATION:

Staff recommends that the city council approve a Cooperative Purchasing Agreement with Emergency Vehicle Group, Inc. for the purchase of a Technical Rescue Support Vehicle and required specialized equipment for a maximum amount not to exceed \$750,000 over the term of the agreement and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
EMERGENCY VEHICLE GROUP, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of June 17, 2019, between the City of Avondale, an Arizona municipal corporation (the "City"), and Emergency Vehicle Group, Inc., a Nevada corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, Houston-Galveston Area Council ("GAC") entered into Contract No. FS12-17 effective December 1, 2017, (the "H-GAC Contract") for the Contractor to provide fire service apparatus. A copy of the H-GAC Contract is attached hereto as Exhibit A and incorporated herein by reference to the extent not inconsistent with this Agreement.

B. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such materials and services under the H-GAC Contract, at its discretion and with the agreement of the awarded Contractor, and the H-GAC Contract permits its cooperative use by other public entities including the City.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship under the H-GAC Contract, (ii) establishing the terms and conditions by which the Contractor may provide the City with a fire service apparatus, as more particularly set forth in Section 2 below (the "Fire Apparatus") and (iii) setting the maximum amount to be expended pursuant to this Agreement related to the Fire Apparatus

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor/Contractor hereby agree as follows:

1. **Term of Agreement.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until November 30, 2019, unless terminated or extended as otherwise provided pursuant to the terms and conditions of this Agreement or the H-GAC Contract.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed in successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best

interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the H-GAC Contract has not expired, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor/Contractor requests, in writing, to extend this Agreement for an additional one-year term and (iv) the City approves the additional one-year term in writing (including any price adjustments approved as part of the H-GAC Contract), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor/Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor/Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By consenting to a Renewal Term, Contractor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Contractor/Contractor claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. The Contractor shall provide the City with the Fire Apparatus as set forth in the Specifications, attached hereto as Exhibit B and incorporated herein by reference and subject to any City-approved modifications pursuant to Section 3 Changes in Commercial Specifications, and Section 4 Changes in Industry Standards and Regulations, below.

3. Changes in Commercial Specifications. Manufacturer specifications, other than Contractor's, for commercial components of the Fire Apparatus are subject to change without notice. Specifications for such components will be as available at the time of manufacture of the Fire Apparatus. Contractor shall not be liable for any specification deviations from the Specifications attached hereto as Exhibit B on such components made by their original manufacturer after the date of this Agreement, provided Contractor obtains prior, written approval of the City, signed by the City Manager. City approval will not be unreasonably conditioned, delayed or denied. Modifications made without City approval are subject to rejection.

4. Changes in Industry Standards and Regulations. The Specifications, attached hereto as Exhibit B, are subject to modifications necessitated by changes in applicable government regulations (such as Federal Motor Vehicle Safety Standards or emissions regulations), industry standards (such as National Fire Protection Association standards) and replacement or discontinued models or components from vendors and manufacturers. Contractor warrants that the Specifications attached hereto as Exhibit B contain up-to-date models or components and are in compliance with the current industry standards and government regulations. Any cost increases in the price of the Fire Apparatus due to modifications required for compliance with government regulations and industry standards must have prior, written approval of the City, signed by the City Manager. City approval will not be unreasonably conditioned, delayed or denied. Modifications made without City approval are subject to rejection.

5. Compensation. The City shall pay Contractor an aggregate amount not to exceed \$749,054.34 for the Fire Apparatus at the unit rates as set forth in the H-GAC Contract and as more particularly set forth in the Fee Proposal, attached hereto as Exhibit C. and incorporated herein by reference.

6. Delivery. Timing is of the essence for this Agreement. Contractor shall deliver the Fire Apparatus to the City no later than 120 days after the Contractor's receipt of the chassis, subject to any City-approved extensions due to modifications made to the Specifications in accordance with Section 3 Changes in Commercial Specifications, and Section 4 Changes in Industry Standards and Regulations, above. Contractor shall bear the risk of loss for the Fire Apparatus until final acceptance by the City.

7. Payments. The City shall pay the Contractor upon acceptance and delivery of the Fire Apparatus and upon submission and approval of invoices. Payment shall be upon delivery and acceptance by the City of the Fire Apparatus according to Section 8 Inspection: Acceptance, below and completion of the training set forth in Section 9 Training, below.

8. Inspection: Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during the Contractor's performance. Contractor shall provide and maintain a self-inspection system that is acceptable to the City. There shall be a minimum of one pre-delivery meeting which shall take place at the manufacturing facility with two authorized City personnel attending such meeting. All transportation, lodging and meal costs of the City representatives shall be the responsibility of the Contractor.

9. Training. Within seven days after delivery of the Fire Apparatus, Contractor shall provide the City with instruction as to the proper use of the Fire Apparatus. Training shall be conducted by a trained specialist who shall be responsible for the complete instruction on the operations and maintenance of the Fire Apparatus. Contractor shall provide a minimum of one eight hour structured training course scheduled to cover the proper training of the applicable City personnel. The training session shall be held at the City of Avondale. All costs associated with the training session herein shall be the responsibility of the Contractor.

10. Warranty. Contractor warrants that the Fire Apparatus delivered will conform to the requirements of this Agreement and to the highest professional standards in the field. Contractor shall warranty the Fire Apparatus in accordance with the warranty terms set forth in the Specifications, attached hereto as Exhibit B.

11. Consequential Damages. Contractor expressly disclaims any liability for consequential or incidental damages which may be sustained by the City, including but not limited to those arising from the use, inability to use, maintenance or repair of the Fire Apparatus, whether under theories of breach of express or implied warranty, negligence, strict liability or otherwise.

12. Records and Audit Rights. To ensure that the Contractor/Contractor and its subcontractors are complying with the warranty under Section 13 E-verify., Contractor/Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement,

including the papers of any Contractor/Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor/Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor/Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 13 E-verify. To the extent necessary for the City to audit Records as set forth in this Section, Contractor/Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor/Contractor pursuant to this Agreement. Contractor/Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor/Contractor or its subcontractors reasonable advance notice of intended audits. Contractor/Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

14. Termination: Cancellation.

14.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

14.2 For Cause. If either party fails to perform any obligation pursuant to this agreement, and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (13) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of

such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

14.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Contractor in the event that the services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

14.4 Israel. Contractor/Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

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

15. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

16. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor/Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor/Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

17. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, any City-approved Work Orders, the H-GAC Contract and invoices, the documents shall govern in the order listed herein.

18. Rights and Privileges. To the extent provided under the H-GAC Contract, the City shall be afforded all of the rights and privileges afforded to H-GAC and shall be the "H-GAC" (as defined in the H-GAC Contract) for the purposes of the portions of the H-GAC Contract that are incorporated herein by reference.

19. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to H-GAC to the extent provided under the H-GAC Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Contractor/Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor/Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor/Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

20. Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

21. Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of and entry into this Agreement.

22. Force Majeure. Contractor shall not be liable for any delay, failure to make delivery or other default due to strikes or labor unrest, war, riot, federal, state or local government action, fire, flood or other disaster or acts of God and other causes or circumstances beyond the reasonable control of Contractor which prevent or hinder Contractor's manufacture or delivery of the Fire Apparatus.

23. Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

24. Federal Tax Exemption. As a political subdivision of the State of Arizona, the City is exempt from federal excise tax.

25. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly

given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Charles A. Montoya, City Manager

With copies to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Loretta Browning, Senior Buyer

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Michael Wawro, City Attorney

If to Contractor: Emergency Vehicle Group
2883 E. Coronado St.
Anaheim, CA 92806
Attn: James Weber

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

Emergency Vehicle Group, Inc.
a Nevada corporation

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2019, before me personally appeared _____
_____, the _____ of EMERGENCY VEHICLE
GROUP, INC, a Nevada corporation, whose identity was proven to me on the basis of
satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she
signed the above document on behalf of the Emergency Vehicle Group, Inc.

Notary Public

(Affix notary seal here)

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
EMERGENCY VEHICLE GROUP, INC.

[H-GAC Contract]

See following pages.

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
EMERGENCY VEHICLES, INC.
Lake Park, Florida

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Emergency Vehicles, Inc.**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 705 13th Street, Lake Park, Florida 33403-2303.

ARTICLE 1: **SCOPE OF SERVICES**

The parties have entered into a **Fire Service Apparatus (All Types)** Contract to become effective as of December 1, 2017, and to continue through November 30, 2019 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Fire Service Apparatus (All Types)** offered by the **CONTRACTOR** in states other than Texas. The **CONTRACTOR** agrees to sell **Fire Service Apparatus (All Types)** through the **H-GAC** Contract to **END USERS** in states other than Texas.

ARTICLE 2: **THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **FS12-17**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **FS12-17**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: **LEGAL AUTHORITY**

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: **APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: **INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: **END USER AGREEMENTS**

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7:**SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8:**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:**REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:**MOST FAVORED CUSTOMER CLAUSE**

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11:**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13:**LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:**LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15:**TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16:**TERMINATION FOR CONVENIENCE**

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17:**CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:**GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19:**PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20:**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21:**PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 22:**CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:**LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]**

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston**
Area Council, Houston, Texas:

Jack Steele, Executive Director

Attest for **Houston-Galveston**
Area Council, Houston, Texas:

Chuck Wemple, Chief Operations Officer

Date: 12-6, 20 17

Signed for **Emergency Vehicles, Inc.**
Lake Park, Florida:

Printed Name & Title: Ernst R. Temme, President

Date: October 25, 20 17

Attest for **Emergency Vehicles, Inc.**
Lake Park, Florida:

Printed Name & Title: Jo Anne Taliercio, Administrator

Date: October 25, 20 17

Attachment A
Emergency Vehicles, Inc.
Fire Service Apparatus (All Types)
Contract No. FS12-17

I. Emergency Vehicles, Inc. (EVI)		
D. Special Service Apparatus (Walk-In & Non-Walk In Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile		
ID01	Ford F-550 2-Door, Single Axle 10' Non-Walk-In Rescue (Aluminum)	\$ 183,329.00
ID02	Ford F-550 2-Door, Single Axle 12' Non-Walk-In Rescue (Aluminum)	\$ 193,322.00
ID03	Ford F-550 4-Door, Single Axle 12' Non-Walk-In Rescue (Aluminum)	\$ 199,117.00
ID04	Ford F-550 2-Door, Single Axle 12' Walk-In Rescue (Aluminum)	\$ 221,791.00
ID05	Freightliner M2, 2-Door, Single Axle 16' Non-Walk-In Rescue (Aluminum)	\$ 319,993.00
ID06	International 4400, 2-Door, Single Axle 16' Non-Walk-In Rescue (Aluminum)	\$ 314,552.00
ID07	Freightliner M2, 4-Door, Single Axle 16' Non-Walk-In Rescue (Aluminum)	\$ 337,671.00
ID08	Freightliner M2, 2-Door, Single Axle 16' Walk-In Rescue (Aluminum)	\$ 342,515.00
ID09	International 4400, 2-Door, Single Axle 16' Walk-In Rescue (Aluminum)	\$ 337,078.00
ID10	Freightliner M2, 4-Door, Single Axle 18' Walk-In Rescue (Aluminum)	\$ 364,198.00
ID11	International 4400, 4-Door, Single Axle 18' Walk-In Rescue (Aluminum)	\$ 362,086.00
ID12	Freightliner M2, 2-Door, Single Axle 18' Crew-Body Rescue (Aluminum)	\$ 335,932.00
ID13	Freightliner M2, 2-Door, Single Axle 18' Mobile Command Center (Aluminum)	\$ 341,971.00
ID14	Spartan, 4-Door Full Tilt, Single Axle 21' Non-Walk-In Rescue (Aluminum)	\$ 510,553.00
ID15	Spartan, 4-Door Full Tilt, Single Axle 21' Walk-In Rescue (Aluminum)	\$ 480,199.00
ID16	Freightliner M2, 4-Door, Single Axle 25' Walk-In Rescue (Aluminum)	\$ 410,615.00
ID17	International 4400, 4-Door, Single Axle 25' Walk-In Rescue (Aluminum)	\$ 407,522.00
ID18	Freightliner M2, 4-Door, Tandem Axle 25' Walk-In Rescue (Aluminum)	\$ 422,392.00
ID19	International 4400, 4-Door, Tandem Axle 25' Walk-In Rescue (Aluminum)	\$ 406,434.00
ID20	Spartan, 4-Door, Full Tilt, Tandem Axle 30' Walk-In Rescue (Aluminum)	\$ 555,262.00
ID21	Freightliner M2, 2-Door, Tandem Axle 30' Walk-In Command Center (Aluminum)	\$ 642,885.00
ID22	Ford F-550 2-Door, Single Axle 14' Crew-Body Rescue (Aluminum)	\$ 292,788.00
ID23	Ford F-550 4-Door, Single Axle 12' 1250 GPM Mini-Pumper (Aluminum)	\$ 290,295.00
ID24	Ford F-550 2-Door, Single Axle 10' Quick Attack (Aluminum)	\$ 203,994.00
ID25	Ford Expedition SUV Single Axle Command Vehicle	\$ 137,654.00
ID26	Ford F-350 4-Door Pick Up, Single Axle Command Vehicle	\$ 100,894.00
ID27	Ford F-550 2-Door, Single Axle 16' Walk-In Special Service Unit (Aluminum)	\$ 277,821.00
ID28	Ford Transit 350, Single Axle Command Unit	\$ 141,481.00
ID29	Freightliner M2 2-Door, Single Axle 32' Walk-In Command Center (Aluminum)	\$ 736,401.00
ID30	Spartan, 3-Door, Single Axle 24' Crew-Body Haz-Mat Unit (Aluminum)	\$ 865,051.00
ID31	Spartan, 3-Door, Single Axle 24' Non-Walk-In Haz-Mat Unit (Aluminum)	\$ 755,167.00
ID32	Spartan, 4-Door Tandem Axle 26' Non-Walk-In Rescue (Aluminum)	\$ 916,578.00
ID33	International 4400 2-Door, Single Axle 15' Air-Light Unit (Aluminum)	\$ 413,630.00
ID34	Ford F-550 Super Cab, Single Axle 10' ESU Unit (Aluminum)	\$ 229,036.00

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
EMERGENCY VEHICLE GROUP, INC.

[Specifications]



April 8, 2019

Battalion Chief "C" Shift Justin Ernst
Avondale Fire and Medical
1825 North 107th Avenue
Avondale, Arizona 85392

RE: Offer to Provide One (1) SVI Trucks Heavy Rescue(s) on 2020 Spartan MetroStar, 4 x 2, Diesel Powered LFD 20" Raised Roof Chassis

Attention: Battalion Chief "C" Shift Justin Ernst

On behalf of Emergency Vehicle Group, Inc., I would like to thank you for the opportunity to provide you with the following offer for the Avondale Fire and Medical to purchase One (1) SVI Trucks Heavy Rescue(s) on 2020 Spartan MetroStar, 4 x 2, Diesel Powered LFD 20" Raised Roof Chassis

Emergency Vehicle Group, Inc. (EVG) is proud to be in the business of serving those who bravely serve our communities and help ensure the safety of our families and friends. Our pledge is to offer you the same quality of service and expertise that is demanded from you. Over the years we have introduced fire departments, municipalities and private companies to the absolute best in service, sales and support for emergency vehicle products.

We proudly serve California, Arizona and Nevada and offer you premium custom products along with the best value available in the industry. EVG accomplishes this by representing Spartan Emergency Response, SMEAL Fire Apparatus, LTC, US Tanker, SVI Trucks, Wheeled Coach Ambulance, Road Rescue Ambulance, and McCoy Miller Ambulances as well as offering ambulance remount services and command vehicles built by EVG.

EVG employs EVT and ASE Certified Mechanics with decades of experience in servicing emergency vehicles, fire apparatus and ambulances. EVG recognizes the importance of these vehicles as a life saving device and take great pride in serving those that bravely serve and protect us. Our corporate office, remount and main service facility is located in Anaheim, CA.

Our mission is to develop long-term relationships and provide our customers with "honest, intelligent effort" All of us at Emergency Vehicle Group, Inc. believe in long-term relationships and we look forward to the opportunity of working with you and the Avondale Fire and Medical. I would again like to thank you for the opportunity. Each of us at EVG offer you our sincere pledge of "Honest, Intelligent Effort" in everything we do for you now, and in the future.

Sincerely,

James Weber
Inside Sales Manager



The Following is an Offer and Purchase Agreement for:

Avondale Fire and Medical To Purchase

One (1) SVI Trucks Heavy Rescue(s) on 2020 Spartan MetroStar, 4 x 2, Diesel Powered LFD 20"

Raised Roof Chassis

April 8, 2019

Description	Qty	Price Each	Extended Price
One (1) SVI Trucks Heavy Rescue(s) on 2020 Spartan MetroStar, 4 x 2, Diesel Powered LFD 20" Raised Roof Chassis	1	\$584,922.00	\$584,922.00
2020 Wells Cargo Trailer Per Spec	1	\$19,005.00	\$19,005.00
Equipment and Mounting Per Spec	1	\$85,800.00	\$85,800.00
Arizona Sales Tax (Based on Rate of 8.3%)	1	\$57,247.34	\$57,247.34
Document Fee	1	\$80.00	\$80.00
Misc Fee: (HGAC)	1	\$2,000.00	\$2,000.00
Total Purchase Price	1	\$749,054.34	\$749,054.34

This constitutes a contract for the purchase and sale of One (1) SVI Trucks Heavy Rescue(s) on 2020 Spartan MetroStar, 4 x 2, Diesel Powered LFD 20" Raised Roof chassis between Emergency Vehicle Group, Inc. (Seller) and the Avondale Fire and Medical (Buyer) in the total amount of:

Seven Hundred Forty Nine Thousand Fifty Four Dollars and Thirty Four Cents
\$749,054.34

Offer based on work order/specification reference number 01095-L0W1V4 Rev6 and any associated drawing(s) as provided. A final approval work order/specification and drawing will be provided after all Pre-Construction changes are completed (if applicable). Pre-Construction changes may incur an additional cost.

Pricing quoted is FOB City of Avondale and includes three (3) inspection conferences for three (3) City of Avondale representatives at the Manufacturer's location to inspect the apparatus and construction details prior to shipment. Emergency Vehicle Group, Inc. will provide all transportation, lodging, and meal expenses

Payment Terms: 100% payment of the contract is due at the time of delivery following a successful inspection and acceptance by the City of Avondale. Failure to pay the contract in full may result in interest accruing at an annual percentage rate of 6%. Proof of insurance and approved financing or payment will be required to execute this contract.

Delivery Time: Delivery shall be 430 days after signed offer and purchase agreement and approved work order and production drawings of the vehicle.



Liquidated Damages: If completion of the apparatus occurs after the specified delivery time (as calculated from the receipt of purchase order and any mutually agreed upon additional days for changes), SVI Trucks (the manufacturer) and Emergency Vehicle Group, Inc. agree to pay the City of Avondale liquidated damages in the amount of two-hundred dollars (\$200.00) for each calendar day after the deliver time that the apparatus is delayed. The City of Avondale may withhold any accrued late fee(s) from its final payment for the apparatus and will provide Emergency Vehicle Group, Inc. with a written notice of the delay and the City's intent to withhold the damages as soon as practicable after the delay has commenced, but in all cases prior to acceptance of and payment of the apparatus. Any changes to the apparatus design layout requested by the City of Avondale after the issuance of a purchase order may result in an extension of the delivery date of an amount of time to accommodate the design layout change as mutually agreed upon by the parties.

Signature below represents acceptance of above contract and terms:

Avondale Fire and Medical:

Signature Date

Printed Name

Title

Emergency Vehicle Group:

4/8/2019

Signature Date

James Weber

Printed Name

Inside Sales Manager

Title



AVONDALE FIRE & MEDICAL DEPARTMENT
WALK-IN HEAVY RESCUE APPARATUS
MANUFACTURERS SPECIFICATION



Reference No. 01095-L0W1V4, Rev6

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LIABILITY INSURANCE

The manufacturer shall furnish with the bid a certificate of insurance for;

Workman's Compensation and Employer's Liability Insurance covering for all employees.

General Liability (each occurrence) of \$1,000,000.00. General Aggregate coverage of \$2,000,000.00. Products Completed / Operations Aggregate coverage of \$2,000,000.00. Medical Expense coverage of \$5,000 (any one person). Personal Injury of \$1,000,000.00.

Automobile liability of \$1,000,000.00 combined single limit (each accident), including any auto, all owned autos, scheduled autos, hired autos, non-owned autos, and garage liability.

Excess Umbrella Liability coverage of \$6,000,000.00 each occurrence, Aggregate of \$6,000,000.00.
Garage Keepers Liability coverage of \$6,000,000.00 combined limit.

All insurance policies must be;

- Maintained for the life of the contract,
- Must provide ten (10) days notice before cancellation,
- Must cover all operations of the contractor, or anyone employed by them.

INTERNET IN-PROCESS SITE

The manufacturer shall post and maintain a website where the Avondale Fire and Medical will be able to view digital images of their apparatus as its being built. The digital images shall be posted once a week starting when the body begins production or when the cab/chassis arrives and shall continue until the final completion of unit.

VEHICLE STABILITY SUPPLIED WITH CAB/CHASSIS

The cab/chassis shall be equipped with a stability control system. The system shall have, at a minimum, a steering wheel position sensor, a vehicle yaw sensor, a lateral accelerometer and individual wheel brake controls.

WEIGHT DISTRIBUTION

When the fire apparatus is loaded to its estimated in-service weight, the front-to-rear weight distribution shall be within the limits set by the chassis manufacturer.

The front axle loads shall not be less than the minimum axle loads specified by the chassis manufacturer under full load and all other loading conditions.



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LOAD DISTRIBUTION

The apparatus manufacturer shall calculate the load distribution for the apparatus, and that load distribution plan shall be delivered with the fire apparatus.

The manufacturer shall engineer the fire apparatus to comply with the gross axle weight ratings (GAWR), the overall gross vehicle weight rating (GVWR), and the chassis manufacturer's load balance guidelines.

The fire apparatus, when loaded to its estimated in service weight, shall have a side-to-side tire load variation of no more than 7 percent of the total tire load for that axle.

Each tire shall be equipped with a visual indicator or monitoring system that indicates tire pressure.

FIRE APPARATUS PERFORMANCE

The fire apparatus shall meet the requirements of this standard at elevations of 2000 ft (600 m) above sea level.

The fire apparatus shall meet all the requirements of this standard while stationary on a grade of 6 percent in any direction.

The fire apparatus shall meet the requirements of this standard in ambient temperature conditions between 32°F (0°C) and 110°F (43°C).

HIGHWAY PERFORMANCE

The apparatus, when loaded to its estimated in-service weight, shall be capable of the following performance while on dry, paved roads that are in good condition:

- 1) Accelerating from 0 to 35 mph (55 km/hr) within 25 seconds on a 0 percent grade
- 2) Attaining a speed of 50 mph (80 km/hr) on a 0 percent grade
- 3) Maintaining a speed of at least 20 mph (32 km/hr) on any grade up to and including 6 percent

The maximum top speed of fire apparatus with a GVWR over 26,000 lb (11,800 kg) shall not exceed either 68 mph (109 km/hr) or the manufacturer's maximum fire service speed rating for the tires installed on the apparatus, whichever is lower.

If the combined water tank and foam agent tank capacities on the fire apparatus exceed 1250 gal (4732 L), or the GVWR of the vehicle is over 50,000 lb (22,680 kg), the maximum top speed of the apparatus shall not exceed either 60 mph (95 km/hr) or the manufacturer's maximum fire service speed rating for the tires installed on the apparatus, whichever is lower.



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SERVICEABILITY

The fire apparatus shall be designed to allow the manufacturer's recommended routine maintenance checks of lubricant and fluid levels to be performed by the operator without lifting the cab of a tilt-cab apparatus or without the need for hand tools.

Where special tools are required for routine service on any component of the apparatus, such tools shall be provided with the apparatus.

Apparatus components that interfere with repair or removal of other major components shall be attached with fasteners, such as cap screws and nuts, so that the components can be removed and installed with ordinary hand tools. These components shall not be welded or otherwise permanently secured into place.

FIRE APPARATUS DOCUMENTATION

The contractor shall supply, at the time of delivery, at least one (1) copy of the following documents:

- 1) The manufacturers record of apparatus construction details, including the following documents:
 - a) Owner's name and address
 - b) Apparatus manufacturer, model, and serial number
 - c) Chassis make, model, and serial number
 - d) GAWR of front and rear axles and GVWR
 - e) Front tire size and total rated capacity in pounds (kilograms)
 - f) Rear tire size and total rated capacity in pounds (kilograms)
 - g) Chassis weight distribution in pounds (kilograms) with water and manufacturer-mounted equipment (front and rear)
 - h) Engine make, model, serial number, rated horsepower and related speed, and governed speed; and if so equipped, engine transmission PTO(s) make, model, and gear ratio
 - i) Type of fuel and fuel tank capacity
 - j) Electrical system voltage and alternator output in amps
 - k) Battery make, model, and capacity in cold cranking amps (CCA)
 - l) Chassis transmission make, model, and serial number; and if so equipped, chassis transmission PTO(s) make, model, and gear ratio
 - m) Ratios of all driving axles
 - n) Maximum governed road speed
 - o) Pump make, model, rated capacity in gallons per minute (liters per minute where applicable), maximum discharge pressure capability rating, and serial number
 - p) Pump transmission make, model, serial number, and gear ratio
 - q) Auxiliary pump make, model, rated capacity in gallons per minute (liters per minute where applicable), and serial number
 - r) Water tank certified capacity in gallons or liters
 - s) Foam tank (if provided) certified capacity in gallons (liters)



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- t) Aerial device type, rated vertical height in feet (meters), rated horizontal reach in feet (meters), and rated capacity in pounds (kilograms)
 - u) Paint manufacturer and paint number(s)
 - v) Company name and signature of responsible company representative
 - w) Weight documents from a certified scale showing actual loading on the front axle, rear axle(s), and overall fire apparatus (with the water tank full but without personnel, equipment, and hose)
-
- 2) Certification of compliance of the optical warning system (*see 13.8.16*)
 - 3) Siren manufacturer's certification of the siren (*see 13.9.1.1*)
 - 4) Written load analysis and results of the electrical system performance tests (*see 13.14.1 and Section 13.15*)
 - 5) Certification of slip resistance of all stepping, standing, and walking surfaces (*see 15.7.4.5*)
 - 6) If the apparatus has a fire pump, the pump manufacturer's certification of suction capability (*see 16.2.4.1*)
 - 7) If the apparatus is equipped with a fire pump and special conditions are specified by the purchaser, the pump manufacturer's certification of suction capacity under the special conditions (*see 16.2.4.2*)
 - 8) If the apparatus has a fire pump, a copy of the apparatus manufacturer's approval for stationary pumping applications (*see 16.3.1*)
 - 9) If the apparatus has a fire pump, the engine manufacturer's certified brake horsepower curve for the engine furnished, showing the maximum governed speed (*see 16.3.2.2*)
 - 10) If the apparatus has a fire pump, the pump manufacturer's certification of the hydrostatic test (*see 16.5.2.2*)
 - 11) If the apparatus has a fire pump with a maximum discharge pressure capability rating that exceeds the hydrostatic test pressure of 16.5.2.1, the pump manufacturer's certification of the hydrodynamic test
 - 12) If the apparatus has a fire pump, the certification of inspection and test for the fire pump (*see 16.13.1.1.5 or 16.13.1.2.4 as applicable*)
 - 13) If the apparatus is equipped with an auxiliary pump, the apparatus manufacturer's certification of the hydrostatic test (*see Section 17.13*)
 - 14) When the apparatus is equipped with a water tank, the certification of water tank capacity (*see Section 18.6*)
 - 15) If the apparatus has an aerial device, the certification of inspection and test for the aerial device (*see Section 19.24*)
 - 16) If the apparatus has an aerial device, all the technical information required for inspections to comply with NFPA 1911
 - 17) If the apparatus has a foam proportioning system, the foam proportioning system manufacturer's certification of accuracy (*see 20.10.4.2*) and the final installer's certification the foam proportioning system meets this standard (*see 20.11.2*)
 - 18) If the system has a CAFS, the documentation of the manufacturer's pre delivery tests (*see Section 21.9*)
 - 19) If the apparatus has a line voltage power source, the certification of the test for the power source (*see 22.15.7.2*)
 - 20) If the apparatus is equipped with an air system, air tank certificates (*see 24.5.1.2*), the SCBA fill station certification (*see 24.9.6*), and the results of the testing of the air system installation (*see 24.14.5 and 24.15.4*)
 - 21) Any other required manufacturer test data or reports



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OPERATIONS AND SERVICE DOCUMENTATION

The contractor shall deliver with the fire apparatus complete operation and service documentation covering the completed apparatus as delivered and accepted.

The documentation shall address at least the inspection, service, and operations of the fire apparatus and all major components thereof.

The contractor shall also deliver with the fire apparatus the following documentation for the entire apparatus and each major operating system or major component of the apparatus:

- 1) Manufacturer's name and address
- 2) Country of manufacture
- 3) Source for service and technical information
- 4) Parts replacement information
- 5) Descriptions, specifications, and ratings of the chassis, pump (if applicable), and aerial device (if applicable)
- 6) Wiring diagrams for low voltage and line voltage systems to include the following information:
 - a) Pictorial representations of circuit logic for all electrical components and wiring
 - b) Circuit identification
 - c) Connector pin identification
 - d) Zone location of electrical components
 - e) Safety interlocks
 - f) Alternator-battery power distribution circuits
 - g) Input/output assignment sheets or equivalent circuit logic implemented in multiplexing systems
- 7) Lubrication charts
- 8) Operating instructions for the chassis, any major components such as a pump or aerial device, and any auxiliary systems
- 9) Precautions related to multiple configurations of aerial devices, if applicable
- 10) Instructions regarding the frequency and procedure for recommended maintenance
- 11) Overall apparatus operating instructions
- 12) Safety considerations
- 13) Limitations of use
- 14) Inspection procedures
- 15) Recommended service procedures
- 16) Troubleshooting guide
- 17) Apparatus body, chassis and other component manufacturer's warranties
- 18) Special data required by this standard
- 19) A material safety data sheet (MSDS) for any fluid that is specified for use on the apparatus

The contractor shall deliver with the apparatus all manufacturer's operations and service documents supplied with components and equipment that are installed or supplied by the contractor.



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NFPA REQUIRED DOCUMENTATION FORMAT - USB FLASH DRIVE

The vehicle construction details and the operations and service documentation as required per NFPA 1901 latest edition shall be provided on a USB Flash Drive. These manuals shall be divided into sections for ease of reference. There shall be two (2) USB flash drives provided with the completed vehicle.

FIRE APPARATUS SAFETY GUIDE

A Fire Apparatus Safety Guide published by Fire Apparatus manufacturer's Association shall be provided with delivered vehicle. This manual includes essential safety information for fire fighters, fire chiefs, apparatus mechanics, and fire department safety officers. The guide is applicable to municipal, wildland, and airport fire fighting apparatus manufactured on either custom or commercial chassis.

STATEMENT OF EXCEPTIONS

The final-stage manufacturer shall deliver with the fire apparatus either a certification that the apparatus fully complies with all requirements of this standard or alternatively, a Statement of Exceptions specifically describing each aspect of the completed apparatus that is not fully compliant with the requirements of this standard at the time of delivery.

The Statement of Exceptions shall contain, for each noncompliant aspect of the apparatus or missing required item, the following information:

- 1) A separate specification of the section of the applicable standard for which compliance is lacking
- 2) A description of the particular aspect of the apparatus that is not in compliance therewith or required equipment that is missing
- 3) A description of the further changes or modifications to the delivered apparatus that must be completed to achieve full compliance
- 4) Identification of the entity that will be responsible for making the necessary post delivery changes or modifications or for supplying and installing any missing required equipment to the apparatus to achieve full compliance with this standard

Prior to or at the time of delivery of the apparatus, the Statement of Exceptions shall be signed by an authorized agent of the entity responsible for final assembly of the apparatus and by an authorized agent of the purchasing entity, indicating mutual understanding and agreement between the parties regarding the substance thereof.



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CARRYING CAPACITY

The GAWR and the GCWR or GVWR of the chassis shall be adequate to carry the weight of the completed vehicle when loaded to its estimated in-service weight. The manufacturer shall establish the estimated in service weight during the design of the vehicle.

The estimated in-service weight shall include the following:

- 1) The chassis, body and tank(s)
- 2) Full fuel, lubricant, and other chassis or component fluid tanks or reservoirs
- 3) Full water and other agent tanks
- 4) *250 lb (114 kg) in each seating position
- 5) Fixed equipment such as pumps, aerial devices, generators, reels and air systems as installed
- 6) Ground ladders, suction hose, designed hose load in their hose beds and on their reels
- 7) An allowance for miscellaneous equipment that is the greatest of the following:
 - a) The values shown for items 1 - 7
 - b) A purchaser-provided list of equipment to be carried with weights
 - c) A purchaser-specified miscellaneous equipment allowance

The manufacturer shall engineer and design the fire apparatus such that the completed apparatus, when loaded to its estimated in-service weight, with all movable weights distributed as close as is practical to their intended in-service configuration, does not exceed the GVWR.

A final manufacturer's certification of the GVWR or GCWR, along with a certification of each GAWR, shall be supplied on a label affixed to the vehicle.

The fire apparatus manufacturer shall permanently affix a high-visibility label in a location visible to the driver while seated.

The label shall show the height of the completed unequipped fire apparatus in feet and inches (meters), the length of the completed fire apparatus in feet and inches (meters), and the GVWR in tons (metric tons).

Wording on the label shall indicate that the information shown was current when the apparatus was manufactured and that, if the overall height changes while the vehicle is in service, the fire department must revise that dimension on the plate.



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			Equipment Allowance	
Apparatus Type	Equip. Storage Area	Apparatus Size	lb.	kg.
Special Service Fire Apparatus	Minimum of 120 cu ft (3.4 cu mt) of enclosed compartmentation.	10,000 lb to 15,000 lb (4,500 kg to 7,000 kg) GVWR	2,000	910
		15,001 lb to 20,000 lb (7,001 kg to 9,000 kg) GVWR	2,500	1,135
		20,001 lb to 30,000 lb (9,001 kg to 14,000 kg) GVWR	3,000	1,350
		30,001 lb to 40,000 lb (14,001 kg to 18,000 kg) GVWR	4,000	1,800
		40,001 lb to 50,000 lb (18,001 kg to 23,000 kg) GVWR	6,000	2,700
		50,001 lb to 60,000 lb (23,001 kg to 27,000 kg) GVWR	8,000	3,600
		60,001 lb and up (27,001 kg) GVWR	10,000	4,500

TESTING

ROAD TEST

Each apparatus shall be tested by the manufacturer before delivery to verify that it meets the following criteria;

Tests shall be conducted at a location and in a manner that does not violate local, state or provincial, or federal traffic laws. Tests shall be conducted on a dry, level, paved surface that is free of loose material, oil, or grease. Tests shall be conducted with the water and foam tanks full (water or product).

The apparatus shall accelerate from 0 to 35 mph (55 km/hr) within 25 seconds. The apparatus shall attain a speed of 50 mph (80 km/ hr).

The auxiliary braking system, if so equipped, shall function as intended by the auxiliary braking system manufacturer.

The air service brakes shall bring the apparatus to a complete stop from a speed of 20 mph (32.2 km/hr) in a distance not exceeding 35 ft (10.7 m).



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The hydraulic service brakes shall bring the apparatus to a complete stop from a speed of 30 mph (48.2 km/hr) in a distance not exceeding 88 ft (26.8 m).

LOW VOLTAGE - ELECTRICAL SYSTEM PERFORMANCE TEST

The vehicles low voltage electrical system shall be tested and certified by the manufacturer. The certified test results shall be delivered with the completed vehicle. Tests shall be performed when the air temperature is between 0°F and 110°F (-18°C and 43°C).

TEST SEQUENCE

The following three (3) tests shall be performed in the order in which they appear below. Before each test, the batteries shall be fully charged until the voltage stabilizes at the voltage regulator set point and the lowest charge current is maintained for ten (10) minutes. Failure of any of these tests shall require a repeat of the sequence.

1. RESERVE CAPACITY TEST

The engine shall be started and kept running until the engine and engine compartment temperatures are stabilized at normal operating temperatures and the battery system is fully charged. The engine shall be shut off and the minimum continuous electrical load shall be activated for ten (10) minutes.

All electrical loads shall be turned off prior to attempting to restart the engine. The battery system shall then be capable of restarting the engine. Failure to restart the engine shall be considered a test failure of the battery system.

2. ALTERNATOR PERFORMANCE TEST

TEST AT IDLE

The minimum continuous electrical load shall be activated with the engine running at idle speed. The engine temperature shall be stabilized at normal operating temperature. The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure.

TEST AT FULL LOAD

The total continuous electrical load shall be activated with the engine running up to the engine manufacturer's governed speed. The test duration shall be a minimum of two (2) hours. Activation of the load management system shall be permitted during this test.

An alarm sounded by excessive battery discharge, as detected by the warning system required in 13.3.4, or a system voltage of less than 11.8 V dc for a 12 V nominal system, 23.6 V dc for a 24 V nominal system, or 35.4 V dc for a 42 V nominal system for more than 120 seconds shall be considered a test failure.



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3. LOW VOLTAGE ALARM TEST

The following test shall be started with the engine off and the battery voltage at or above 12 V for a 12 V nominal system, 24 V for a 24 V nominal system or 36 V for a 42 V nominal system.

With the engine shut off, the total continuous electrical load shall be activated and shall continue to be applied until the excessive battery discharge alarm activates. The battery voltage shall be measured at the battery terminals.

The test shall be considered a failure if the alarm does not sound in less than 140 seconds after the voltage drops to 11.70 V for a 12 V nominal system, 23.4 V dc for a 24 V nominal system, or 35.1 V for a 42 V nominal system.

The battery system shall then be able to restart the engine. Failure to restart the engine shall be considered a test failure.

LOW VOLTAGE - ELECTRICAL SYSTEM PERFORMANCE TEST

DOCUMENTATION

The manufacturer shall deliver the following with the fire apparatus:

- 1) Documentation of the electrical system performance tests
- 2) A written electrical load analysis, including the following:
 - a) The nameplate rating of the alternator
 - b) The alternator rating
 - c) Each of the component loads specified that make up the minimum continuous electrical load
 - d) Additional electrical loads that, when added to the minimum continuous electrical load, determine the total continuous electrical load
 - e) Each individual intermittent electrical load

DIELECTRIC VOLTAGE WITHSTAND TEST

The line voltage wiring and permanently connected devices and equipment shall be subjected to a dielectric voltage withstand test of 900 volts for one (1) minute. The testing shall be performed after all body work has been completed.

The test shall be conducted as follows:

- 1) Isolate the power source from the panel board and disconnect any solid state low voltage components
- 2) Connect one lead of the dielectric tester to all the hot and neutral buses tied together
- 3) Connect the other lead to the fire apparatus frame or body
- 4) Close any switches and circuit breakers in the circuit(s)
- 5) Apply the dielectric voltage for one (1) minute in accordance with the testing equipment manufacturer's instructions

The electrical polarity of all permanently wired equipment, cord reels and receptacles shall be tested to verify that wiring connections have been properly made.



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Electrical continuity shall be verified from the chassis or body to all line voltage electrical enclosures, light housings, motor housings, light poles, switch boxes and receptacle ground connections that are accessible to fire fighters in normal operations.

If the apparatus is equipped with a transfer switch, it shall be tested to verify operation and that all non grounded conductors are switched.

Electrical light towers, floodlights, motors, fixed appliances and portable generators shall be operated at their full rating or capacity for 30 minutes to ensure proper operation.

WARRANTY

A full statement shall be provided of the warranties for the vehicle(s) being bid. Warranties should clearly describe the terms under which the vehicle manufacturer accepts responsibility for the cost to repair defects caused by faulty design, quality of work or material and for the applicable period of time after delivery.

Cost of repairs refers to all costs related thereto including, but not limited to, the cost of materials and the cost of labor.

The Body Manufacturer shall warrant all materials and accessories used on the vehicle(s), whether fabricated by manufacturer or purchased from an outside source and will deal directly with the Avondale Fire and Medical on all warranty work.

GENERAL LIMITED WARRANTY - TWO (2) YEARS

The vehicle shall be free of defects in material and workmanship for a period of two (2) years or 36,000 miles (or 57,936 kilometers), whichever occurs first starting thirty (30) days after the original invoice date.

The Contractor must be the "single source" coordinator of all warranties on the vehicle.

LOW VOLTAGE ELECTRICAL WARRANTY - FIVE (5) YEARS

The vehicle low voltage electrical system shall be free of defects in material and workmanship for a period of five (5) years or 60,000 miles (or 96,561 kilometers), whichever occurs first, starting thirty (30) days after the original invoice date.

STRUCTURAL WARRANTY - TEN (10) YEARS

The body shall be free of structural or design failure or workmanship for a period of ten (10) years, or 100,000 miles (or 160,934 kilometers), whichever occurs first, starting thirty (30) days after the original invoice date.



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UNDERCOAT WARRANTY

The body undercoating shall have a warranty provided by the manufacturer for the lifetime of the vehicle or twenty (20) years, whichever occurs first. The warranty shall be transferable between vehicle owners. Should the undercoating material applied to the underside of the body and wheel wells of the vehicle ever flake off, peel, chip or crack due to drying out, the damaged area shall be re-sprayed without charge to the vehicle owner.

PAINT LIMITED WARRANTY - TEN (10) YEARS

The body shall be free of bubbling or peeling as a result of a defect in the method of manufacture for a period of ten (10) years or 100,000 miles (or 160,934 kilometers), whichever occurs first, starting thirty (30) days after the original invoice date. Pro-rated warranties will not be acceptable.

GRAPHICS LIMITED WARRANTY

The 3M graphics installation shall be warranted for a period of two (2) years. The 3M materials installed on completed vehicle shall be warranted for seven (7) years. The 3M Diamond grade film (if specified) shall be warranted for ten (10) years.

CONSTRUCTION PERIOD

The completed vehicle shall be delivered within four hundred and thirty (430) days after receipt of a purchase order or contract.

Contractor shall not be held liable for delays of chassis delivery due to accidents, strikes, floods or other events not subject to their control. Contractor shall provide immediate written notice to Avondale Fire and Medical as to delays and to what extent these delays have in completing vehicle within the stated construction time period.

LIQUIDATED DAMAGES

The Manufacturer hereby acknowledges that time is of the essence in the delivery of the proposed apparatus. The Manufacturer further acknowledges that in the event the apparatus is not delivered within the stated construction period, the Avondale Fire and Medical will suffer damages which are difficult to ascertain, such as, but not necessarily limited to the failure of the use of the apparatus. Because it is difficult or impractical to determine the amount of actual damages which would be incurred by the Avondale Fire and Medical, the Manufacturer shall pay liquidated damages to the Avondale Fire and Medical in the amount of \$200.00 per calendar day for each day beyond the deadline through the-date that the apparatus is shipped from the Manufacturer



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The liquidated damages are intended to compensate for the uncertain damages suffered by the Avondale Fire and Medical for failure to deliver the apparatus in a timely manner and is intended to be in addition to, and not in lieu of, any increased cost which may be incurred by the Avondale Fire and Medical in procuring substitute apparatus. The Manufacturer will not be charged with liquidated damages when the delay in delivery is beyond the control and without the fault or negligence of the Manufacturer. Should the Avondale Fire and Medical determine that liquidated damages are assessed, the Avondale Fire and Medical will provide notice to the Manufacturer, and a credit will be issued against any unpaid Manufacturer invoice(s) approximately ten (10) working days after notice is sent to the Manufacturer.

Any changes to the apparatus design layout requested by the Avondale Fire and Medical after issuance of a purchase order shall result in an extension of the delivery date of an amount of time to accommodate the design layout changes as mutually agreed upon by the parties.

OVERALL HEIGHT REQUIREMENT

There is no overall height (OAH) restriction for this vehicle.

OVERALL LENGTH REQUIREMENT

There is no overall length (OAL) restriction for this vehicle.

OVERALL WIDTH

The overall width (OAW) of the body at drip rails shall be 102" (8' - 6"), and body shall be 100" (8' - 4").

ANGLE OF APPROACH

The angle of approach for this vehicle shall not be less than eight (8) degrees when it is loaded to the estimated in-service weight as specified by the current edition of NFPA 1901.

ANGLE OF DEPARTURE

The angle of departure for this vehicle shall not be less than eight (8) degrees when it is loaded to the estimated in-service weight as specified by the current edition of NFPA 1901.

PRE-CONSTRUCTION CONFERENCE

A pre-construction conference shall be required at the Contractor's factory for three (3) personnel from the Avondale Fire and Medical to finalize all construction details prior to manufacturing.

The Contractor shall at his/her expense, provide transportation, lodging, rental car and meal expenses during the pre-construction conference. Any travel distance greater than 250 miles shall be by non-stop commercial air travel.



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PRE-PAINT CONFERENCE

A pre-paint conference shall be required at the Contractor's factory for three (3) personnel from the Avondale Fire and Medical to inspect the vehicle and construction details prior to the painting process.

The Contractor shall at his/her expense, provide transportation, lodging, rental car and meal expenses during the pre-paint conference. Any travel distance greater than 250 miles shall be by non-stop commercial air travel.

FINAL INSPECTION CONFERENCE

A final inspection conference shall be required at the Contractor's factory for three (3) personnel from the Avondale Fire and Medical to inspect the vehicle and construction details prior to shipment of the completed vehicle. This inspection shall take place after any specified striping and lettering is installed.

The Contractor shall at his/her expense, provide transportation, lodging, rental car and meal expenses during the final inspection conference. Any travel distance greater than 250 miles shall be by non-stop commercial air travel.

DELIVERY AND DEMONSTRATION

The Contractor shall be responsible for the delivery of the completed unit to the Avondale Fire and Medical's location. On initial delivery of the apparatus, the Contractor shall supply a qualified representative to demonstrate the apparatus and provide initial instruction to representatives of the Avondale Fire and Medical regarding the operation, care and maintenance of the apparatus and equipment supplied at Avondale Fire and Medical location.

The Delivery Engineer shall set delivery and instruction schedule with the person appointed by Avondale Fire and Medical.

After delivery of the apparatus, the Avondale Fire and Medical shall be responsible for ongoing training of its personnel to proficiency regarding the proper and safe use of the apparatus and associated equipment.



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CAB CHASSIS SPECIFICATION

MODEL

The chassis shall be a Metro Star model. The cab and chassis shall include design considerations for multiple emergency vehicle applications, rapid transit and maneuverability. The chassis shall be manufactured for heavy duty service with the strength and capacity to support a fully laden apparatus, one hundred (100) percent of the time.

MODEL YEAR

The chassis shall have a vehicle identification number that reflects a 2020 model year.

COUNTRY OF SERVICE

The chassis shall be put in service in the country of United States of America (USA).

The chassis will meet applicable U.S.A. federal motor vehicle safety standards per CFR Title 49 Chapter V Part 571 as clarified in the incomplete vehicle book per CFR Title 49 Chapter V Part 568 Section 4 which accompanies each chassis. Spartan Chassis is not responsible for compliance to state, regional, or local regulations. Dealers should identify those regulations and order any necessary optional equipment from Spartan Chassis or their OEM needed to be in compliance with those regulations.

CAB AND CHASSIS LABELING LANGUAGE

The cab and chassis shall include the applicable caution, warning, and safety notice labels with text to be written in English.

APPARATUS TYPE

The apparatus shall be a rescue vehicle designed for emergency service use which shall include the functions of a multipurpose vehicle which primarily provides support services at emergency scenes.

VEHICLE TYPE

The chassis shall be manufactured for use as a straight truck type vehicle and designed for the installation of a permanently mounted apparatus behind the cab. The apparatus of the vehicle shall be supplied and installed by the apparatus manufacturer.



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VEHICLE ANGLE OF APPROACH PACKAGE

The angle of approach of the apparatus shall be a minimum of 8.00 degrees.

NFPA1901 Angle of Approach definition:

"To determine the angle of approach, place a thin steel strip against the front of the tires where they touch the ground or stretch a tight string from one front tire to the other at the front where they touch the ground. Determine the lowest point (component or equipment) on the vehicle forward of the front tire that would make the smallest angle of approach. Hang a plumb bob from the lowest point and mark the point on the ground where the point of the plumb bob touches. Measure the vertical distance from the ground to the point where the plumb bob was hung (distance V). Measure the horizontal distance from the plumb bob point to the steel strip or string running from front tire to front tire (distance H). Divide the vertical distance by the horizontal distance. The ratio of V/H is the tangent of the angle of approach. If the ratio is known, the angle of approach can be determined from a table of trigonometric functions of angles or from a math calculator. The standard requires a minimum angle of approach of 8.00 degrees: since the tangent of 8.00 degrees is 0.1405, if V divided by H is 0.1405 or larger, the angle of approach is 8.00 degrees or greater."

AXLE CONFIGURATION

The chassis shall feature a 4 x 2 axle configuration consisting of a single rear drive axle with a single front steer axle.

GROSS AXLE WEIGHT RATINGS FRONT

The front gross axle weight rating (GAWR) of the chassis shall be 20,000 pounds.

This front gross axle weight rating shall be adequate to carry the weight of the completed apparatus including all equipment and personnel.

GROSS AXLE WEIGHT RATINGS REAR

The rear gross axle weight rating (GAWR) of the chassis shall be 27,000 pounds.

This rear gross axle weight rating shall be adequate to carry the weight of the completed apparatus including all equipment and personnel.

CAB STYLE

The cab shall be a custom, fully enclosed, LFD model with a 20.00 inch raised roof over the driver, officer, and crew area, designed and built specifically for use as an emergency response vehicle by a company specializing in cab and chassis design for all emergency response applications. The cab shall be designed for heavy-duty service utilizing superior strength and capacity for the application of protecting the occupants of the vehicle. This style of cab shall offer up to ten (10) seating positions.



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The cab shall incorporate a fully enclosed design with side wall roof supports, allowing for a spacious cab area with no partition between the front and rear sections of the cab. To provide a superior finish by reducing welds that fatigue cab metal; the roof, the rear wall and side wall panels shall be assembled using a combination of welds and proven industrial adhesives designed specifically for aluminum fabrication for construction.

The cab shall be constructed using multiple aluminum extrusions in conjunction with aluminum plate, which shall provide proven strength and the truest, flattest body surfaces ensuring less expensive paint repairs if needed. All aluminum welding shall be completed to the American Welding Society and ANSI D1.2-96 requirements for structural welding of aluminum.

All interior and exterior seams shall be sealed for optimum noise reduction and to provide the most favorable efficiency for heating and cooling retention.

The cab shall be constructed of 5052-H32 corrosion resistant aluminum plate. The cab shall incorporate tongue and groove fitted 6061-T6 0.13 & 0.19 inch thick aluminum extrusions for extreme duty situations. A single formed, one (1) piece extrusion shall be used for the "A" pillar, adding strength and rigidity to the cab as well as additional roll-over protection. The cab side walls and lower roof skin shall be 0.13 inch thick; the rear wall and raised roof skins shall be 0.09 inch thick; the front cab structure shall be 0.19 inch thick.

The exterior width of the cab shall be 94.00 inches wide with a minimum interior width of 88.00 inches. The overall cab length shall be 144.60 inches with 67.50 inches from the centerline of the front of the axle to the back of the cab.

The cab interior shall be designed to afford the maximum usable interior space and attention to ergonomics with hip and legroom while seated which exceeds industry standards. The crew cab floor shall be flat across the entire walking area for ease of movement inside the cab.

The cab shall offer an interior height of 57.50 inches from the front floor to the headliner and a rear floor to headliner height of 75.00 inches in the raised roof area, at a minimum. The cab shall offer an interior measurement at the floor level from the rear of the engine tunnel to the rear wall of the cab of 65.38 inches. All interior measurements shall include the area within the interior trimmed surfaces and not to any unfinished surface.

The cab shall include a driver and officer area with two (2) cab doors large enough for personnel in full firefighting gear. The front doors shall offer a clear opening of 40.25 inches wide X 53.50 inches high, from the cab floor to the top of the door opening. The cab shall also include a crew area with up to two (2) cab doors, also large enough for personnel in full firefighting gear. The rear doors shall offer a clear opening of 32.25 inches wide X 71.00 inches high, from the cab floor to the top of the door opening.

The cab shall incorporate a progressive two (2) step configuration from the ground to the cab floor at each door opening. The progressive steps are vertically staggered and extend the full width of each step well allowing personnel in full firefighting gear to enter and exit the cab easily and safely.

The first step for the driver and officer area shall measure approximately 11.50 inches deep X 31.13 inches wide. The intermediate step shall measure approximately 8.50 inches deep X 32.50 inches wide. The height from the first step to the intermediate step and the intermediate step to the cab floor shall not exceed 11.00 inches.



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The first step for the crew area shall measure approximately 11.50 inches deep X 20.44 inches wide. The intermediate step shall measure approximately 10.25 inches deep X 22.75 inches wide. The height from the first step to the intermediate step and the intermediate step to the cab floor shall not exceed 12.80 inches.

CAB FRONT FASCIA

The front cab fascia shall be constructed of 5052-H32 Marine Grade, 0.13 of an inch thick aluminum plate which shall be an integral part of the cab.

The cab fascia will encompass the entire front of the aluminum cab structure from the bottom of the windshield to the bottom of the cab and shall be the "Classic" design.

The front cab fascia shall include two (2) molded plastic modules on each side accommodating a total of up to four (4) Hi/Low beam headlights and two (2) turn signal lights or up to four (4) warning lights. A chrome plated molded plastic bezel shall be provided on each side around each set of four lamps.

FRONT GRILLE

The front fascia shall include a box style, 304 stainless steel front grille 44.45 inches wide X 33.50 inches high X 1.50 inches deep. The grille shall include a minimum free air intake of 732.00 square inches. The upper portion of the grille shall be hinged to provide service access behind the grille.

CAB UNDERCOAT

There shall be a rubberized undercoating applied to the underside of the cab that provides abrasion protection, sound deadening and corrosion protection.

CAB SIDE DRIP RAIL

There shall be a drip rail along the top radius of each cab side. The drip rails shall help prevent water from the cab roof running down the cab side.

CAB PAINT EXTERIOR

The cab shall be painted prior to the installation of glass accessories and all other cab trim to ensure complete paint coverage and the maximum in corrosion protection of all metal surfaces.

All metal surfaces on the entire cab shall be ground by disc to remove any surface oxidation or surface debris which may hinder the paint adhesion. Once the surface is machine ground a high quality acid etching of base primer shall be applied. Upon the application of body fillers and their preparation, the cab shall be primed with a coating designed for corrosion resistance and surface paint adhesion. The maximum thickness of the primer coat shall be 2.00 mils.



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The entire cab shall then be coated with an intermediate solid or epoxy surfacing agent that is designed to fill any minor surface defects, provide an adhesive bond between the primer and the paint and improve the color and gloss retention of the color. The finish to this procedure shall be a sanding of the cab with 360 grit paper followed by sealing the seams with SEM brand seam sealer.

The cab shall then be painted the specific color designated by the customer with an acrylic urethane type system designed to retain color and resist acid rain and most atmospheric chemicals found on the fire ground or emergency scene. The paint shall have a minimum thickness of 2.00 mils, followed by a clear top coat not to exceed 2.00 mils. The entire cab shall then be baked at 180 degrees for one (1) hour to speed the curing process of the coatings.

CAB PAINT MANUFACTURER

The cab shall be painted with PPG Industries paint.

CAB PAINT PRIMARY/LOWER COLOR

The primary/lower paint color shall be PPG FBCH 77723 red.

CAB PAINT SECONDARY/UPPER COLOR

The secondary/upper paint color shall be PPG FBCH 911645 white.

CAB PAINT EXTERIOR BREAKLINE

The upper and lower paint shall meet at a breakline on the cab which shall be located approximately 1.00 inch below the door windows on each side of the cab. The breakline shall curve down at the front cab corners to approximately 5.00 inches below the windshields on the front of the cab.

CAB PAINT PINSTRIPE

A 0.50 inch wide gold reflective tape with black borders shall be applied on the break line between the two different colored surfaces.

CAB PAINT WARRANTY

The cab and chassis shall be covered by a limited manufacturer paint warranty which shall be in effect for ten (10) years from the first owner's date of purchase or in service or the first 100,000 actual miles, whichever occurs first.

CAB PAINT INTERIOR

The visible interior cab structure surfaces shall be painted with a multi-tone onyx black texture finish.



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CAB ENTRY DOORS

The cab shall include four (4) entry doors, two (2) front doors and two (2) crew doors designed for ease of entering and egress when outfitted with an SCBA. The doors shall be constructed of extruded aluminum with a nominal thickness of 0.13 inch. The exterior skins shall be constructed of 0.13 inch aluminum plate.

The doors shall include a double rolled style automotive rubber seal around the perimeter of each door frame and door edge which ensures a weather tight fit.

All door hinges shall be hidden within flush mounted cab doors for a pleasing smooth appearance and perfect fit along each side of the cab. Each door hinge shall be piano style with a 0.38 inch pin and shall be constructed of stainless steel.

CAB ENTRY DOOR TYPE

All cab entry doors shall be barrier clear design resulting in exposed lower cab steps. The doors shall provide approximately 32.00 inches of clearance from the ground to the bottom of the door so cab doors may be opened unhindered by most obstacles encountered, such as guard rails along interstate highways.

Entry doors shall include Pollak mechanical plunger style switches for electrical component activation.

CAB INSULATION

The cab ceiling and walls shall include 1.00 inch thick foam insulation. The insulation shall act as a barrier absorbing noise as well as assisting in sustaining the desired climate within the cab interior.

LH EXTERIOR REAR COMPARTMENT

The cab shall offer an exterior compartment on the left side of the cab behind the rear door. The compartment opening shall be 10.00 inches wide X 21.19 inches high. The compartment size shall be 11.34 inches wide X 21.19 inches high X 21.19 inches deep. The compartment shall have a 10.63 inch wide, 32.00 inch high and 1.50 inch thick hinged box pan style flush mount door with a bright aluminum tread plate inner panel and a bent D-ring slam latch. There shall be a switch to activate a light inside the compartment and the open compartment warning light in the cab in the event the door is left ajar.

LEFT HAND EXTERIOR REAR COMPARTMENT LIGHTING

There shall be one (1) On-Scene brand Access LED strip light installed to illuminate the exterior rear compartment on the left side of the cab. The strip light shall be 10.00 inches long.

LH EXTERIOR COMPARTMENT INTERIOR FINISH

The interior of the left hand exterior compartment shall have a multi-tone onyx black texture finish.



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RH EXTERIOR REAR COMPARTMENT

The cab shall offer an exterior compartment on the right side of the cab behind the rear door. The compartment opening shall be 10.00 inches wide X 21.19 inches high. The compartment size shall be 11.34 inches wide X 21.19 inches high X 21.19 inches deep. The compartment shall have a 10.63 inch wide, 32.00 inch high and 1.50 inch thick hinged box pan style flush mount door with a bright aluminum tread plate inner panel and a bent D-ring slam latch. There shall be a switch to activate a light inside the compartment and the open compartment warning light in the cab in the event the door is left ajar.

RIGHT HAND EXTERIOR REAR COMPARTMENT LIGHTING

There shall be one (1) On-Scene brand Access LED strip light installed to illuminate the exterior rear compartment on the right side of the cab. The strip light shall be 10.00 inches in length.

RH EXTERIOR COMPARTMENT INTERIOR FINISH

The interior of the right hand exterior compartment shall have a multi-tone onyx black texture finish.

CAB STRUCTURAL WARRANTY

Summary of Warranty Terms:

THE FOLLOWING IS SUMMARY OF WARRANTY TERMS FOR INFORMATION ONLY. THE ACTUAL LIMITED WARRANTY DOCUMENT, WHICH IS ATTACHED TO THIS OPTION, CONTAINS THE COMPLETE STATEMENT OF THE SPARTAN MOTORS USA LIMITED WARRANTY. SPARTAN'S RESPONSIBILITY IS TO BE ACCORDING TO THE TERMS OF THE COMPLETE LIMITED WARRANTY DOCUMENT.

The cab structure shall be warranted for a period of ten (10) years or one hundred thousand (100,000) miles which ever may occur first. The warranty period shall commence on the date the vehicle is delivered to the first end user.

CAB TEST INFORMATION

The cab shall have successfully completed the preload side impact, static roof load application and frontal impact without encroachment to the occupant survival space when tested in accordance with Section 4 of SAE J2420 COE Frontal Strength Evaluation Dynamic Loading Heavy Trucks, Section 5 of SAE J2422 Cab Roof Strength Evaluation Quasi-Static Loading Heavy Trucks and ECE R29 Uniform Provisions Concerning the Approval of Vehicles with regard to the Protection of the Occupants of the Cab of a Commercial Vehicles Annex 3 Paragraph 5.

The above tests have been witnessed by and attested to by an independent third party. The test results were recorded using cameras, high speed imagers, accelerometers and strain gauges. Documentation of the testing shall be provided upon request.



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ELECTRICAL SYSTEM

The chassis shall include a single starting electrical system which shall include a 12 volt direct current multiplexing system, suppressed per SAE J551. The wiring shall be appropriate gauge cross link with 311 degree Fahrenheit insulation. All SAE wires in the chassis shall be color coded and shall include the circuit number and function where possible. The wiring shall be protected by 275 degree Fahrenheit minimum high temperature flame retardant loom. All nodes and sealed Deutsch connectors shall be waterproof.

MULTIPLEX DISPLAY

The multiplex electrical system shall include two (2) Weldon Vista IV Touchscreen displays which shall be located one (1) on the left side dash in the switch panel and one (1) on the right side of the dash in the switch panel. The Touchscreen displays shall feature full color LCD display screens. The display shall include a message bar displaying the time of day, and important messages requiring acknowledgement by the user. There shall be virtual controls for the on-board diagnostics. The display screens shall be video ready for back- up cameras, thermal cameras, and DVD. A DIN type input connector ready for GPS interfacing shall be incorporated into the back of the display.

The Touchscreen displays shall measure approximately 6.25 inches wide x 3.38 inches in height. The displays shall offer varying fonts and background colors. The display shall be fully programmable to the needs of the customer and shall offer virtually infinite flexibility for screen configuration options.

LOAD MANAGEMENT SYSTEM

The apparatus load management shall be performed by the included multiplex system. The multiplex system shall also feature the priority of sequences and shall shed electrical loads based on the priority list specifically programmed.

DATA RECORDING SYSTEM

The chassis shall have a Weldon Vehicle Data Recorder (VDR) system installed. The system shall be designed to meet NFPA 1901 and shall be integrated with the Weldon Multiplex electrical system. The following information shall be recorded:

- Vehicle Speed
- Acceleration
- Deceleration
- Engine Speed
- Engine Throttle Position
- ABS Event
- Seat Occupied Status
- Seat Belt Status
- Master Optical Warning Device Switch Position
- Time
- Date



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Each portion of the data shall be recorded at the specified intervals and stored for the specified length of time to meet NFPA 1901 guidelines and shall be retrievable by connecting a laptop computer to the VDR system.

ACCESSORY POWER

The electrical distribution panel shall include two (2) power studs. The studs shall be size #10 and each of the power studs shall be circuit protected with a fuse of the specified amperage. One (1) power stud shall be capable of carrying up to a 40 amp battery direct load. One (1) power stud shall be capable of carrying up to a 15 amp ignition switched load. The two (2) power studs shall share one (1) #10 ground stud. A 225 amp battery direct power and ground stud shall be provided and installed on the chassis near the left hand battery box for OEM body connections.

EXTERIOR ELECTRICAL TERMINAL COATING

All terminals exposed to the elements will be sprayed with a high visibility protective rubberized coating to prevent corrosion.

ENGINE

The chassis engine shall be a Cummins L9 engine. The L9 engine shall be an in-line six (6) cylinder, four cycle diesel powered engine. The engine shall offer a rating of 450 horse power at 2100 RPM and shall be governed at 2200 RPM. The torque rating shall feature 1250 foot pounds of torque at 1400 RPM with 543 cubic inches (8.9 liters) of displacement.

The L9 engine shall feature a VGT™ Turbocharger, a high pressure common rail fuel system, fully integrated electronic controls with an electronic governor, and shall be EPA certified to meet the 2017 emissions standards using cooled exhaust gas recirculation and selective catalytic reduction technology.

The engine shall include an engine mounted combination full flow/by-pass oil filter with replaceable spin on cartridge for use with the engine lubrication system. The engine shall include Citgo brand Citgard 500, or equivalent 15W40 CK-4 low ash engine oil which shall be utilized for proper engine lubrication.

A wiring harness shall be supplied ending at the back of the cab. The harness shall include a connector which shall allow an optional harness for the pump panel. The included circuits shall be provided for a tachometer, oil pressure, engine temperature, hand throttle, high idle and a PSG system. A circuit for J1939 data link shall also be provided at the back of the cab.

CAB ENGINE TUNNEL

The cab interior shall include an integrated engine tunnel constructed of 5052-H32 Marine Grade, 0.19 of an inch thick aluminum. The tunnel shall be a maximum of 41.50 inches wide X 25.50 inches high.



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DIESEL PARTICULATE FILTER CONTROLS

There shall be two (2) controls for the diesel particulate filter. One (1) control shall be for regeneration and one (1) control shall be for regeneration inhibit.

ENGINE PROGRAMMING HIGH IDLE SPEED

The engine high idle control shall maintain the engine idle at approximately 1250 RPM when engaged.

ENGINE HIGH IDLE CONTROL

The vehicle shall be equipped with an automatic high-idle speed control. It shall be pre-set so when activated, it will operate the engine at the appropriate RPM to increase alternator output. This device shall operate only when the master switch is activated and the transmission is in neutral with the parking brake set. The device shall disengage when the operator depresses the brake pedal, or the transmission is placed in gear, and shall be available to manually or automatically re-engage when the brake is released, or when the transmission is placed in neutral. There shall be an indicator on the Vista display and control screen for the high idle speed control.

ENGINE PROGRAMMING ROAD SPEED GOVERNOR

The engine shall include programming which will govern the top speed of the vehicle.

AUXILIARY ENGINE BRAKE

The engine shall utilize a variable geometry turbo (VGT). The VGT auxiliary engine brake shall be an integral part of the turbo and shall offer a variable rate of exhaust flow, which when activated shall slow the engine and in turn slow the vehicle.

The VGT shall actuate the vehicle's brake lights when engaged as an auxiliary brake. A cutout relay shall be installed to disable the VGT when in pump mode or when an ABS event occurs. The VGT engine brake shall activate at a 0% accelerator throttle position when in operation mode.

AUXILIARY ENGINE BRAKE CONTROL

An engine variable geometry turbo brake control device shall be included. The electronic control device shall monitor various conditions and shall activate the engine brake only if all of the following conditions are simultaneously detected:

- A valid gear ratio is detected.
- The driver has requested or enabled engine compression brake operation.
- The throttle is at a minimum engine speed position.
- The electronic controller is not presently attempting to execute an electronically controlled final drive gear shift.



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The variable geometry turbo brake shall be controlled via a virtual button on the Vista display and control screen. The multiplex system shall default to on when the vehicle is shut off and re-started.

ELECTRONIC ENGINE OIL LEVEL INDICATOR

The engine oil shall be monitored electronically and shall send a signal to activate a warning in the instrument panel when levels fall below normal. The warning shall activate in a low oil situation upon turning on the master battery and ignition switches without the engine running.

FLUID FILLS

The front of the chassis shall accommodate fluid fill for the engine oil through the grille. This area shall also accommodate a check for the engine oil. The transmission, power steering, and coolant fluid fills and checks shall be under the cab. The windshield washer fill shall be accessible through the front left side mid step.

ENGINE DRAIN PLUG

The engine shall include an original equipment manufacturer installed oil drain plug.

ENGINE WARRANTY

The Cummins engine shall be warranted for a period of five (5) years or 100,000 miles, whichever occurs first.

ENGINE PROGRAMMING REMOTE THROTTLE

The engine ECM (Electronic Control Module) discreet wire remote throttle circuit shall be turned off for use with a J1939 based pump controller or when the discreet wire remote throttle controls are not required.

ENGINE PROGRAMMING IDLE SPEED

The engine low idle speed will be programmed at 700 rpm.

ENGINE FAN DRIVE

The engine cooling system fan shall incorporate a thermostatically controlled, Horton clutched type fan drive.

When the clutched fan is disengaged it shall facilitate improved vehicle performance, cab heating in cold climates, and fuel economy. The fan clutch design shall be fail safe so that if the clutch drive fails the fan shall engage to prevent engine overheating due to the fan clutch failure.



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ENGINE COOLING SYSTEM

There shall be a heavy-duty aluminum cooling system designed to meet the demands of the emergency response industry. The cooling system shall have the capacity to keep the engine properly cooled under all conditions of road and pumping operations. The cooling system shall be designed and tested to meet or exceed the requirements specified by the engine and transmission manufacturer and all EPA requirements. The complete cooling system shall be mounted to isolate the entire system from vibration or stress. The individual cores of the cooling system shall be mounted in a manner to allow expansion and contraction at various rates without inducing stress into the adjoining cores.

The cooling system shall utilize a charge air cooler to radiator serial flow package that provides the maximum cooling capacity for the specified engine as well as serviceability. The main components shall include a surge tank, an air to air charge air cooler bolted to the front of the radiator, recirculation shields, a shroud, a fan, and required tubing.

The radiator shall be a down-flow design constructed with aluminum cores, plastic end tanks, and a steel frame. The radiator shall be equipped with a drain cock to drain the coolant for serviceability.

The cooling system shall include a one piece injection molded polymer fan with a three (3) piece fiberglass fan shroud.

The cooling system shall be equipped with a surge tank that is capable of removing entrained air from the system. The surge tank shall be equipped with a low coolant probe and rearward oriented sight glass to monitor the level of the coolant. The surge tank shall have a dual seal cap that meets the engine manufacturer's pressure requirements, and allows for expansion and recovery of coolant into a separate integral expansion chamber.

All radiator tubes shall be formed from aluminized steel tubing. Recirculation shields shall be installed where required to prevent heated air from reentering the cooling package and affecting performance.

The charge air cooler shall be a cross-flow design constructed completely of aluminum with cast tanks. All charge air cooler tubes shall be formed from aluminized steel tubing and installed with silicone hump hoses and stainless steel "constant torque" style clamps meeting the engine manufacturer's requirements.

The radiator and charge air cooler shall be removable through the bottom of the chassis.

ENGINE COOLING SYSTEM PROTECTION

The engine cooling system shall include a recirculation shield designed to act as a light duty skid plate below the radiator to provide additional protection for the engine cooling system from light impacts, stones, and road debris. The skid plate shall be painted to match the frame components.

ENGINE COOLANT

The cooling package shall include Extended Life Coolant (ELC). The use of ELC provides longer intervals between coolant changes over standard coolants providing improved performance. The coolant shall contain a 50/50 mix of ethylene glycol and de-ionized water to keep the coolant from freezing to a temperature of -34 degrees Fahrenheit.



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ENGINE COOLANT FILTER

An engine coolant filter with a shut-off valve for the inlet and outlet shall be installed on the chassis. The location of the filter shall allow for easy maintenance.

Proposals offering engines equipped with coolant filters shall be supplied with standard non-chemical type particulate filters.

ELECTRONIC COOLANT LEVEL INDICATOR

The instrument panel shall feature a low engine coolant indicator light which shall be located in the center of the instrument panel. An audible tone alarm shall also be provided to warn of a low coolant incident.

ENGINE PUMP HEAT EXCHANGER

A single bundle type coolant to water heat exchanger shall be installed between the engine and the radiator. The heat exchanger shall be designed to prohibit water from the pump from coming in contact with the engine coolant. This shall allow the use of water from the discharge side of the pump to assist in cooling the engine.

COOLANT HOSES

The cooling systems coolant hoses shall be silicone heater hose and shall include silicone hoses for all radiator coolant plumbing including the surge tank hoses. The radiator coolant hoses shall be formed silicone with formed aluminized steel tubing. All radiator silicone coolant hose and tubing, heater hose, and surge tank plumbing shall be secured with stainless steel constant torque band clamps.

ENGINE COOLANT OVERFLOW BOTTLE

A remote engine coolant overflow bottle shall be provided in the case of over filling the coolant system. The overflow bottle shall capture the expansion fluid or overfill rather than allow the fluid to drain on the ground. The overflow bottle provided on the cooling system shall only be a catch bottle and shall not return excess coolant back into the surge tank.

ENGINE AIR INTAKE

The engine air intake system shall include an ember separator air intake filter which shall be located behind the right hand side headlamp. This filter ember separator shall be designed to protect the downstream air filter from embers, using a combination of unique flat and crimped metal screens packaged in a corrosion resistant heavy duty galvanized steel frame. This multilayered screen shall be design traps embers and allows them to burn out before passing through the pack.



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The engine air intake system shall also include a stainless steel air cleaner mounted to the frame and located beneath the cab on the right side of the vehicle. The air cleaner shall utilize a replaceable filter element designed to prevent dust and debris from being ingested into the engine. The air cleaner housing and connections in the air intake system shall be designed to mitigate water intrusion into the system during severe weather conditions.

The air intake system shall also include a restriction indicator light in the warning light cluster on the instrument panel, which shall activate when the air cleaner element requires replacement.

AIR INTAKE PROTECTION

A light duty skid plate shall be supplied for the engine air intake system below the right front side of the cab. The skid plate shall provide protection for the air intake system from light impacts, stones, and road debris. The skid plate shall be painted to match the frame components.

ENGINE EXHAUST SYSTEM

The exhaust system shall include an end-in end-out horizontally mounted single module after treatment device, downpipe from the charge air cooled turbo. The single module shall include four temperature sensors, diesel particulate filter (DPF), urea dosing module (UL2), and a selective catalytic reduction (SCR) catalyst to meet current EPA standards. The selective catalytic reduction catalyst utilizes a diesel exhaust fluid solution consisting of urea and purified water to convert NOx into nitrogen, water, and trace amounts of carbon dioxide. The solution shall be mixed and injected into the system through the between the DPF and SCR.

The system shall utilize 0.07 inch thick stainless steel exhaust tubing between the engine turbo and the DPF. Zero leak clamps seal all system joints between the turbo and DPF.

The single module after treatment through the end of the tailpipe shall be connected with zero leak clamps. The discharge shall terminate horizontally on the right side of the vehicle ahead of the rear tires.

The exhaust system after treatment module shall be mounted below the frame in the outboard position.

DIESEL EXHAUST FLUID TANK

The exhaust system shall include a molded cross linked polyethylene tank for Diesel Exhaust Fluid (DEF). The tank shall have a capacity of six (6) usable gallons and shall be mounted on the left hand side of the chassis frame behind the batteries below the frame.

The DEF tank shall be designed with capacity for expansion in case of fluid freezing. Engine coolant, which shall be thermostatically controlled, shall be run through lines in the tank to help prevent the DEF from freezing and to provide a means of thawing the fluid if it should become frozen.

The tank fill tube shall be routed under the rear of the cab with the fill neck and splash guard accessible in the top rear step.



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ENGINE EXHAUST ACCESSORIES

Two (2) exhaust temperature mitigation devices shall be shipped loose for installation by the body manufacturer on the vehicle. The temperature mitigation devices shall lower the temperature of the exhaust by combining ambient air with the exhaust gasses at the exhaust outlet.

ENGINE EXHAUST WRAP

The exhaust tubing between the engine turbo and the diesel particulate filter (DPF) shall be wrapped with a thermal cover in order to retain the necessary heat for DPF regeneration. The exhaust wrap shall also help protect surrounding components from radiant heat which can be transferred from the exhaust.

TRANSMISSION

The drive train shall include an Allison model EVS 3000 torque converting, automatic transmission which shall include electronic controls. The transmission shall feature two (2) 10-bolt PTO pads located on the converter housing.

The transmission shall include two (2) internal oil filters and Castrol TranSynd™ synthetic TES 295 transmission fluid which shall be utilized in the lubrication of the EVS transmission. An electronic oil level sensor shall be included with the readout located in the shift selector.

The transmission gear ratios shall be:

1st	3.49:1
2nd	1.86:1
3rd	1.41:1
4th	1.00:1
5th	0.75:1
6th	0.65:1 (if applicable)
Rev	5.03:1

TRANSMISSION MODE PROGRAMMING

The transmission, upon start-up, will select the fifth speed operation without the need to press the mode button.

TRANSMISSION FEATURE PROGRAMMING

The Allison Gen V-E transmission EVS group package number 127 shall contain the 227 vocational package in consideration of the duty of this apparatus for rescue. This package shall incorporate an automatic neutral with selector override. This feature commands the transmission to neutral when the park brake is applied, regardless of drive range requested on the shift selector. This requires re-selecting drive range to shift out of neutral for the override.

A transmission interface connector shall be provided in the cab. This package shall contain the following input/output circuits to the transmission control module. The Gen V-E transmission shall include prognostic diagnostic capabilities.



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These capabilities shall include the monitoring of the fluid life, filter change indication, and transmission clutch maintenance.

<u>Function ID</u>	<u>Description</u>	<u>Wire assignment</u>
Inputs		
C	PTO Request	143
F	Aux. Function Range Inhibit (Special)	101/142
Outputs		
G	PTO Enable Output (See Input Function C)	130
S	Neutral Indicator for PTO	145
	Signal Return	103

TRANSMISSION SHIFT SELECTOR

An Allison pressure sensitive range selector touch pad shall be provided and located to the right of the driver within clear view and easy reach. The shift selector shall have a graphical Vacuum Florescent Display (VFD) capable of displaying two lines of text. The shift selector shall provide mode indication and a prognostic indicator (wrench symbol) on the digital display. The prognostics monitor various operating parameters and shall alert you when a specific maintenance function is required.

ELECTRONIC TRANSMISSION OIL LEVEL INDICATOR

The transmission fluid shall be monitored electronically and shall send a signal to activate a warning in the instrument panel when levels fall below normal.

TRANSMISSION PRE-SELECT WITH AUXILIARY BRAKE

When the auxiliary brake is engaged, the transmission shall automatically shift to second gear to decrease the rate of speed assisting the secondary braking system and slowing the vehicle.

TRANSMISSION COOLING SYSTEM

The transmission shall include a water to oil cooler system located in the cooling loop between the radiator and the engine. The transmission cooling system shall meet all transmission manufacturer requirements. The transmission cooling system shall feature continuous flow of engine bypass water to maintain uninterrupted transmission cooling.

TRANSMISSION DRAIN PLUG

The transmission shall include an original equipment manufacturer installed magnetic transmission fluid drain plug.

TRANSMISSION WARRANTY

The Allison EVS series transmission shall be warranted for a period of five (5) years with unlimited mileage. Parts and labor shall be included in the warranty.



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LH PTO

A PTO shall be installed on the transmission by the OEM.

LH PTO MODEL

A ten (10) bolt Chelsea model 280-GBFJP-B5RK heavy duty transmission driven PTO shall be installed. The clutched shifted PTO is designed specifically for the Allison world transmission and provides an intermittent and continuous torque rating of 300 lb. ft.

PTO LOCATION

The transmission shall have two (2) power take off (PTO) mounting locations, one (1) in the 8:00 o'clock position and one (1) in the 4:00 o'clock position.

DRIVELINE

All drivelines shall be heavy duty metal tube and equipped with Spicer 1710 series universal joints. The shafts shall be dynamically balanced prior to installation to alleviate future vibration. In areas of the driveline where a slip shaft is required, the splined slip joint shall be coated with Glide Coat[®].

DRIVELINE RETARDER

A Telma electromagnetic driveline retarder shall be focal mounted on the rear axle to act as an auxiliary braking system.

MIDSHIP RETARDER CONTROL

There shall be four (4) stages of activation for the driveline retarder. The first stage shall be 25% activation, the second stage shall be 50% activation, the third stage shall be 75% activation and the fourth stage shall be 100% activation. The first stage shall be applied at zero throttle. The remaining three stages shall work off pressure applied to the service brake. The second stage shall activate with 5 PSI of pressure. The third stage shall activate with 7 PSI of pressure. The fourth stage shall activate with 10 PSI of pressure. The driveline retarder shall be controlled by an On/Off switch located on the dash. There shall be an indicator light mounted on the instrument panel. The indicator light shall indicate the four (4) stages of activation.

The driveline retarder shall disengage in pump mode or during an ABS event. A positive activation of the driveline retarder shall activate the brake lights.



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FUEL FILTER/WATER SEPARATOR

The fuel system shall have a Fleetguard FS1098 fuel filter/water separator as a primary filter. The fuel filter shall have a drain valve.

A water in fuel sensor shall be provided and wired to an instrument panel lamp and audible alarm to indicate when water is present in the fuel/water separator.

A secondary fuel filter shall be included as approved by the engine manufacturer.

FUEL LINES

The fuel system supply and return lines installed from the fuel tank to the engine shall be reinforced nylon tubing rated for diesel fuel. The fuel lines shall be brown in color and connected with brass fittings.

FUEL SHUTOFF VALVE

A fuel shutoff valve shall be installed in the fuel draw line, near the fuel tank to allow maintenance to be performed with minimal loss of fuel.

ELECTRIC FUEL PRIMER

Integral to the engine assembly is an electric lift pump that serves the purpose of pre-filter fuel priming.

FUEL COOLER

An aluminum cross flow air to fuel cooler shall be provided to lower fuel temperature allowing the vehicle to operate at higher ambient temperatures. The fuel cooler shall be located above the fuel tank.

FUEL TANK

The fuel tank shall have a capacity of sixty-eight (68) gallons and shall measure 35.00 inches in width X 17.00 inches in height X 29.00 inches in length.

The baffled tank shall have a vent port to facilitate venting to the top of the fill neck for rapid filling without "blow-back" and a roll over ball check vent for temperature related fuel expansion and draw.

The tank is designed with dual draw tubes and sender flanges. The tank shall have 2.00 inch NPT fill ports for right or left hand fill. A 0.50 inch NPT drain plug shall be centered in the bottom of the tank.

The fuel tank shall be mounted below the frame, behind the rear axle. Two (2) three-piece strap hanger assemblies with "U" straps bolted midway on the fuel tank front and rear shall be utilized to allow the tank to be easily lowered and removed for service purposes. Rubber isolating pads shall be provided between the tank and the upper tank mounting brackets. Strap mounting studs through the rail, hidden behind the body shall not be acceptable.



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FUEL TANK MATERIAL AND FINISH

The fuel tank shall be constructed of 12 gauge aluminized steel. The exterior of the tank shall be powder coated black and then painted to match the frame components.

All powder coatings, primers and paint shall be compatible with all metals, pretreatments and primers used. The cross hatch adhesion test per ASTM D3359 Method B, results to be 5B minimum. The pencil hardness test per ASTM D3363 shall have a final post-cured pencil hardness of H-2H. The direct impact resistance test per ASTM D2794, results to be 5B minimum.

Any proposals offering painted fuel tanks with variations from the above process shall not be accepted. The film thickness of vendor supplied parts shall also be sufficient to meet the performance standards as stated above.

FUEL TANK STRAP MATERIAL

The fuel tank straps shall be constructed of ASTM A-36 steel. The fuel tank straps shall be powder coated black and then painted to match the frame components if possible.

FUEL TANK FILL PORT

The fuel tank fill ports shall be provided with two (2) left fill ports located one (1) in the forward position and one (1) in the middle position and the right fill port located in the middle position of the fuel tank.

FUEL TANK SERVICEABILITY PROVISIONS

The chassis fuel lines shall have additional length provided so the tank can be easily lowered and removed for service purposes. The additional 8.00 feet of length shall be located above the fuel tank and shall be coiled and secured. The fuel line fittings shall be pointed towards the right side (curbside) of the chassis.

FUEL TANK DRAIN PLUG

A 0.5 inch NPT magnetic drain plug shall be centered in the bottom of the fuel tank.

FRONT AXLE

The front axle shall be a Meritor Easy Steer Non drive front axle, model number MFS-20. The axle shall include a 3.74 inch drop and a 71.00 inch king pin intersection (KPI). The axle shall include a conventional style hub with a standard knuckle.

FRONT AXLE WARRANTY

The front axle shall be warranted by Meritor for two (2) years with unlimited miles under the general service application. Details of the Meritor warranty are provided on the PDF document attached to this option.



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FRONT WHEEL BEARING LUBRICATION

The front axle wheel bearings shall be lubricated with oil. The oil level can be visually checked via clear inspection windows in the front axle hubs.

FRONT SHOCK ABSORBERS

Two (2) Bilstein inert, nitrogen gas filled shock absorbers shall be provided and installed as part of the front suspension system. The shocks shall be a monotubular design and fabricated using a special extrusion method, utilizing a single blank of steel without a welded seam, achieving an extremely tight peak-to-valley tolerance and maintains consistent wall thickness. The monotubular design shall provide superior strength while maximizing heat dissipation and shock life.

The ride afforded through the use of a gas shock is more consistent and shall not deteriorate with heat, the same way a conventional oil filled hydraulic shock would.

The Bilstein front shocks shall include a digressive working piston assembly allowing independent tuning of the compression and rebound damping forces to provide optimum ride and comfort without compromise. The working piston design shall feature fewer parts than most conventional twin tube and "road sensing" shock designs and shall contribute to the durability and long life of the Bilstein shock absorbers.

Proposals offering the use of conventional twin tube or "road sensing" designed shocks shall not be considered.

FRONT SUSPENSION

The front suspension shall include a ten (10) leaf spring pack in which the longest leaf measures 54.00 inch long and 4.00 inches wide and shall include a military double wrapped front eye. Both spring eyes shall have a case hardened threaded bushing installed with lubrication counter bore and lubrication land off cross bore with grease fitting. The spring capacity shall be rated at 21,500 pounds.

STEERING COLUMN/ WHEEL

The cab shall include a Douglas Autotech steering column which shall include a seven (7) position tilt, a 2.25 inch telescopic adjustment, and an 18.00 inch, four (4) spoke steering wheel located at the driver's position. The steering wheel shall be covered with black polyurethane foam padding.

The steering column shall contain a horn button, self-canceling turn signal switch, four-way hazard switch and headlamp dimmer switch.

ELECTRONIC POWER STEERING FLUID LEVEL INDICATOR

The power steering fluid shall be monitored electronically and shall send a signal to activate an audible alarm and visual warning in the instrument panel when fluid level falls below normal.



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POWER STEERING PUMP

The hydraulic power steering pump shall be a TRW PS and shall be gear driven from the engine. The pump shall be a balanced, positive displacement, sliding vane type. The power steering system shall include an oil to air passive cooler.

FRONT AXLE CRAMP ANGLE

The chassis shall have a front axle cramp angle of 48-degrees to the left and 44-degrees to the right.

POWER STEERING GEAR

The power steering gear shall be a TRW model TAS 65 with an assist cylinder.

CHASSIS ALIGNMENT

The chassis frame rails shall be measured to insure the length is correct and cross checked to make sure they run parallel and are square to each other. The front and rear axles shall be laser aligned. The front tires and wheels shall be aligned and toe-in set on the front tires by the chassis manufacturer.

REAR AXLE

The rear axle shall be a Meritor model RS-26-185 single drive axle. The axle shall include precision forged, single reduction differential gearing, and shall have a fire service rated capacity of 27,000 pounds.

The axle shall be built of superior construction and quality components to provide the rugged dependability needed to stand up to the fire industry's demands. The axle shall include rectangular shaped, hot-formed housing with a standard wall thickness of 0.56 of an inch for extra strength and rigidity and a rigid differential case for high axle strength and reduced maintenance.

The axle shall have heavy-duty Hypoid gearing for longer life, greater strength and quieter operation. Industry-standard wheel ends for compatibility with both disc and drum brakes, and unitized oil seal technology to keep lubricant in and help prevent contaminant damage will be used.

REAR AXLE DIFFERENTIAL LUBRICATION

The rear axle differential shall be lubricated with oil.

REAR AXLE WARRANTY

The rear axle shall be warranted by Meritor for two (2) years with unlimited miles under the general service application. Details of the Meritor warranty are provided on the PDF document attached to this option.



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REAR WHEEL BEARING LUBRICATION

The rear axle wheel bearings shall be lubricated with oil.

VEHICLE TOP SPEED

The top speed of the vehicle shall be approximately 68 MPH +/-2 MPH at governed engine RPM.

REAR SUSPENSION

The single rear axle suspension shall feature a Neway ADZ-127 air suspension. The suspension shall include optimized air springs mounted to cast structural trailing arms, transverse cross beams for increased roll stability and four heavy duty shock absorbers. Dual air height control valves shall be installed to ensure equal frame height on both sides of the vehicle regardless of the load. Axle alignment is maintained using EZ-ALIGN® pivot connections for fast and easy axle alignment.

The rear suspension capacity shall be rated to 27,000 pounds.

REAR SHOCK ABSORBERS

Shock absorbers shall be supplied by the suspension manufacturer and installed on the rear axle suspension.

FRONT TIRE

The front tires shall be Michelin 365/70R-22.5 20PR "L" tubeless radial XZA highway tread.

The front tire stamped load capacity shall be 21,000 pounds per axle with a speed rating of 75 miles per hour when properly inflated to 125 pounds per square inch.

REAR TIRE

The rear tires shall be Michelin 12R-22.5 16PR "H" tubeless radial XDN2 all-weather tread.

The rear tire stamped load capacity shall be 27,120 pounds per axle with a nominal speed rating of 75 miles per hour when properly inflated to 120 pounds per square inch.

The Michelin Intermittent Service Rating maximum load capacity shall be 29,020 pounds per axle with a maximum speed of 75 miles per hour when properly inflated to 120 pounds per square inch.

The Michelin Intermittent Service Rating maximum speed capacity shall match the nominal speed rating.

The Michelin Intermittent Service Rating limits the operation of the emergency vehicle to no more than fifty (50) miles of continuous operation under maximum recommended payload, or without stopping for at least twenty (20) minutes. The emergency vehicle must reduce its speed to no more than 50 MPH after the first fifty (50) miles of travel.



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REAR AXLE RATIO

The rear axle ratio shall be 5.13:1.

TIRE PRESSURE INDICATOR

There shall be a PressurePro™ electronic tire pressure indication transmitter at each valve stem on the vehicle that shall transmit a signal to an easy read monitor mounted on the left side sun visor with a Velcro® hook and loop mount. The monitor shall display real time tire pressure and temperature readings. The monitor shall have six (6) customizable alerts that can be adjusted by the end user, two (2) low pressure alerts, a high pressure alert, high temperature alert, across axle deviation % alert, and leak detection alert.

The monitor shall come programed with two low pressure alert levels, the first at 15.6% and the second at 25% drop in pressure, additionally the high pressure alert level shall be preset at 25% increase in pressure. The high pressure alert shall be set to 200 degrees Fahrenheit. The across axle deviation % alert shall be set to 20% deviation. The leak detection alert shall be set to OFF.

The monitor shall have self-tests for signal strength and sensor packet counts along with datalogging capabilities.

FRONT WHEEL

The front wheels shall be Alcoa hub piloted, 22.50 inch X 10.50 inch polished aluminum wheels. The hub piloted mounting system shall provide easy installation and shall include two-piece flange nuts. The wheels shall feature one-piece forged strength and shall include Alcoa's Dura-Bright® finish with XBR technology as an integral part of the wheel surface. Alcoa Dura-Bright® wheels keep their shine without polishing. Brake dust, grime and road debris are easily removed by simply cleaning the wheels with soap and water.

REAR WHEEL

The outer rear wheels shall be Alcoa hub piloted, 22.50 inch X 8.25 inch LvL One™ aluminum wheels with a polished outer surface and Alcoa Dura-Bright® wheel treatment with XBR® technology as an integral part of the wheel. The inner rear wheels shall be Alcoa hub piloted, 22.50 inch X 8.25 inch aluminum wheels with a LvL One™ bright machine finish. The hub piloted mounting system shall provide easy installation and shall include two-piece flange nuts.

BALANCE WHEELS AND TIRES

All of the wheels and tires, including any spare wheels and tire assemblies, shall be dynamically balanced.



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BRAKE SYSTEM

A rapid build-up air brake system shall be provided. The air brakes shall include a two (2) air tank, three (3) reservoir system with a total of 4152 cubic inch of air capacity. A floor mounted treadle valve shall be mounted inside the cab for graduated control of applying and releasing the brakes. An inversion valve shall be installed to provide a service brake application in the unlikely event of primary air supply loss. All air reservoirs provided on the chassis shall be labeled for identification.

The rear axle spring brakes shall automatically apply in any situation when the air pressure falls below 25 PSI and shall include a mechanical means for releasing the spring brakes when necessary. An audible alarm shall designate when the system air pressure is below 60 PSI.

A four (4) sensor, four (4) modulator Anti-lock Braking System (ABS) shall be installed on the front and rear axles in order to prevent the brakes from locking or skidding while braking during hard stops or on icy or wet surfaces. This in turn shall allow the driver to maintain steering control under heavy braking and in most instances, shorten the braking distance. The electronic monitoring system shall incorporate diagonal circuitry which shall monitor wheel speed during braking through a sensor and tone ring on each wheel. A dash mounted ABS lamp shall be provided to notify the driver of a system malfunction. The ABS system shall automatically disengage the auxiliary braking system device when required. The speedometer screen shall be capable of reporting all active defaults using PID/SID and FMI standards.

Additional safety shall be accommodated through Automatic Traction Control (ATC) which shall be installed on the single rear axle. The ATC system shall apply the ABS when the drive wheels loose traction. The system shall scale the electronic engine throttle back to prevent wheel spin while accelerating on ice or wet surfaces.

A virtual style switch shall be provided and properly labeled "mud/snow". When the switch is pressed once, the system shall allow a momentary wheel slip to obtain traction under extreme mud and snow conditions. During this condition the ATC light shall blink continuously notifying the driver of activation. Pressing the switch again shall deactivate the mud/snow feature.

The Electronic Stability Control (ESC) unit is a functional extension of the electronic braking system. It is able to detect any skidding of the vehicle about its vertical axis as well as any rollover tendency. The control unit comprises an angular-speed sensor that measures the vehicle's motion about the vertical axis, caused, for instance, by cornering or by skidding on a slippery road surface. An acceleration sensor measures the vehicle's lateral acceleration. The Controller Area Network (CAN) bus provides information on the steering angle. On the basis of lateral acceleration and steering angle, an integrated microcontroller calculates a theoretical angular speed for the stable vehicle condition.

FRONT BRAKES

The front brakes shall be Meritor EX225 Disc Plus disc brakes with 17.00 inch vented rotors.

REAR BRAKES

The rear brakes shall be Meritor EX225 Disc Plus disc brakes with 17.00 inch vented rotors.



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PARK BRAKE

Upon application of the push-pull valve in the cab, the rear brakes will engage via mechanical spring force. This is accomplished by dual chamber rear brakes, satisfying the FMVSS parking brake requirements.

SUPPLEMENTAL BRAKE

A supplemental brake engagement shall be supplied that can only be engaged while the rear spring brakes are engaged. In addition to the mechanical rear brake engagement, the front service brakes shall also be engaged via air pressure, providing additional braking capability. Front service brake activation shall be accomplished with activation of the rear mechanical park brake valve.

PARK BRAKE CONTROL

A Meritor-Wabco manual hand control push-pull style valve shall operate the parking brake system. The control shall be yellow in color.

The parking brake actuation valve shall be mounted in the center switch panel.

AIR DRYER

The brake system shall include a Wabco System Saver 1200 air dryer with an integral heater with a Metri-Pack sealed connector. The air dryer incorporates an internal turbo cutoff valve that closes the path between the air compressor and air dryer purge valve during the compressor "unload" cycle. The turbo cutoff valve allows purging of moisture and contaminants without the loss of turbo boost pressure. The air dryer shall be mounted behind the battery box on the left hand side.

FRONT BRAKE CHAMBERS

The front brakes shall be provided with MGM type 24 long stroke brake chambers.

REAR BRAKE CHAMBERS

The rear axle shall include TSE 24/30 H.O.T. (High Output Technology) brake chambers shall convert the energy of compressed air into mechanical force and motion. This shall actuate the brake camshaft, which in turn shall operate the foundational brake mechanism forcing the brake pads against the brake rotor.

AIR COMPRESSOR

The air compressor provided for the engine shall be a Wabco® SS318 single cylinder pass-through drive type compressor which shall be capable of producing 18.7 CFM at 1200 engine RPMs. The air compressor shall feature a higher delivery efficiency translating to more air delivery per horsepower absorbed. The compressor shall include an aluminum cylinder head which shall improve cooling, reduce weight and decrease carbon formation. Superior piston and bore finishing technology shall reduce oil consumption and significantly increasing the system component life.



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AIR GOVERNOR

An air governor shall be provided to control the cut-in and cut-out pressures of the engine mounted air compressor. The governor shall be calibrated to meet FMVSS requirements. The air governor shall be located on the air dryer bracket on the left frame rail behind the battery box.

MOISTURE EJECTORS

Automatic moisture ejectors with a manual pet-cock type drain provision shall be installed on all reservoirs of the air supply system.

AIR SUPPLY LINES

The air system on the chassis shall be plumbed with color coded reinforced nylon tubing air lines. The primary (rear) brake line shall be green, the secondary (front) brake line red, the parking brake line orange and the auxiliary (outlet) will be blue.

Brass compression type fittings shall be used on the nylon tubing. All drop hoses shall include fiber reinforced neoprene covered hoses.

AIR INLET CONNECTION

An air connection for the shoreline air inlet shall be supplied.

AIR INLET LOCATION

The air inlet shall be installed on the left hand side of the cab ahead of the driver's door.

AIR INLET/ OUTLET FITTING TYPE

The air connector supplied shall be a 0.25 inch size Tru-Flate Interchange style manual connection which is compatible with Milton 'T' style, Myers 0.25 inch Automotive style and Parker 0.25 inch 10 Series connectors.

AIR TANK SPACERS

There shall be spacers included with the air tank mounting. The spacers shall move the air tanks 1.50 inches inward towards the center of the chassis. This shall provide clearance between the air tanks and the frame for body U-bolt clearance.

WHEELBASE

The chassis wheelbase shall be 218.00 inches.



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REAR OVERHANG

The chassis rear overhang shall be 80.50 inches.

FRAME

The frame shall consist of double rails running parallel to each other with cross members forming a ladder style frame. The frame rails shall be formed in the shape of a "C" channel, with the outer rail measuring 10.25 inches high X 3.50 inches deep upper and lower flanges X 0.38 inches thick with an inner channel of 9.44 inches high X 3.13 inches deep and 0.38 inches thick. Each rail shall be constructed of 110,000 psi minimum yield high strength low alloy steel. Each double rail section shall be rated by a Resistance Bending Moment (RBM) minimum of 3,213,100 inch pounds and have a minimum section modulus of 29.21 cubic inches. The frame shall measure 35.00 inches in width.

Proposals calculating the frame strength using the "box method" shall not be considered.

Proposals including heat treated rails shall not be considered. Heat treating frame rails produces rails that are not uniform in their mechanical properties throughout the length of the rail. Rails made of high strength, low alloy steel are already at the required yield strength prior to forming the rail.

A minimum of seven (7) fully gusseted 0.25 inch thick cross members shall be installed. The inclusion of the body mounting, or bumper mounting shall not be considered as a cross member. The cross members shall be attached using zinc coated grade 8 fasteners. The bolt heads shall be flanged type, held in place by distorted thread flanged lock nuts. Each cross member shall be mounted to the frame rails utilizing a minimum of 0.25 inch thick gusset reinforcement plates at all corners balancing the area of force throughout the entire frame.

Any proposals not including additional reinforcement for each cross member shall not be considered.

All relief areas shall be cut in with a minimum 2.00 inch radius at intersection points with the edges ground to a smooth finish to prevent a stress concentration point.

The frame and cross members shall carry a lifetime warranty to the original purchaser. A copy of the frame warranty shall be made available upon request.

Proposals offering warranties for frames not including cross members shall not be considered.

FRAME WARRANTY

Summary of Warranty Terms:

THE FOLLOWING IS SUMMARY OF WARRANTY TERMS FOR INFORMATION ONLY. THE ACTUAL LIMITED WARRANTY DOCUMENT, WHICH IS ATTACHED TO THIS OPTION, CONTAINS THE COMPLETE STATEMENT OF THE SPARTAN MOTORS USA LIMITED WARRANTY. SPARTAN'S RESPONSIBILITY IS TO BE ACCORDING TO THE TERMS OF THE COMPLETE LIMITED WARRANTY DOCUMENT.



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The frame and cross members shall carry a limited lifetime warranty to the original purchaser. The warranty period shall commence on the date the vehicle is delivered to the first end user.

FRAME CLEAR AREA

The chassis frame shall be left clear of chassis mounted components inside and outside the frame rails within the first 40.00 inches behind the cab to allow space for OEM installed components. Cross members may be installed in the clear area if required for proper frame or driveline configuration.

FRAME PAINT

The frame rails shall be hot dip galvanized prior to assembly and attachment of any components. The components that shall be galvanized shall include:

- Main frame "C" channel or channels

The frame parts which are not galvanized shall be powder coated prior to any attachment of components. Parts which shall be powder coated shall include but are not limited to:

- Steering gear bracket
- Front splayed rails and fish plates
- Bumper extensions
- Cross members
- Cross member gussets
- Fuel tank mounting brackets
- Fuel tank straps (unless material/finish is specified in 3130 subcat)
- Air tanks (unless color coded tanks are specified in 3205 subcat)
- Air tank mounting brackets
- Exhaust mounting brackets
- Air cleaner skid plate
- Radiator skid plate
- Battery supports, battery trays and battery covers

Other non-galvanized under carriage components which are received from the suppliers with coatings already applied shall include but are not limited to:

- Suspension components
- Front and rear axles

All powder coatings, primers and paint used on the non-galvanized components shall be compatible with all metals, pretreatments and primers used. The cross hatch adhesion test per ASTM D3359 shall not have a fail of more than ten (10) squares. The pencil hardness test per ASTM D3363 shall have a final post-cured pencil hardness of H-2H. The direct impact resistance test per ASTM D2794 shall have an impact resistance of 120.00 inches per pound at 2 mils.



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FRONT BUMPER

A one piece, two (2) rib wrap-around style, polished stainless steel front bumper shall be provided. The material shall be 10 gauge 304 stainless steel, 12.00 inches high and 99.00 inches wide.

FRONT BUMPER EXTENSION LENGTH

The front bumper shall be extended approximately 28.00 inches ahead of the cab.

MECHANICAL SIREN

A Federal Q2B™ siren shall be provided and installed by the customer.

AIR HORN

The front bumper shall include two (2) Hadley brand E-Tone air horns which shall measure 21.00 inches long with a 6.00 inch round flare. The air horns shall be trumpet style with a chrome finish on the exterior and a painted finish deep inside the trumpet.

AIR HORN LOCATION

The air horns shall be recess mounted in the front bumper face, one (1) on the right side of the bumper in the inboard position relative to the right hand frame rail and one (1) on the left side of the bumper in the inboard position relative to the left hand frame rail.

AIR HORN RESERVOIR

One (1) air reservoir, with a 2084 cubic inch capacity, shall be installed on the chassis to act as a supply tank for operating air horns. The reservoir shall be isolated with a 90 PSI pressure protection valve on the reservoir supply side to prevent depletion of the air to the air brake system.

ELECTRONIC SIREN SPEAKER

There shall be two (2) Cast Products Inc. model SA4301, 100 watt speakers provided. Each speaker shall measure 6.20 inches tall X 7.36 inches wide X 3.06 inches deep. Each speaker shall include a flat mounting flange which shall be polished aluminum.

ELECTRONIC SIREN SPEAKER LOCATION

The two (2) electronic siren speakers shall be located on the front bumper face outboard of the frame rails with one (1) on the right side and one (1) on the left side in the outboard positions.



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FIRE BELL

A prewire for a customer installed electric fire bell shall be provided behind front bumper.

FIRE BELL LOCATION

A fire bell shall be shipped loose for mounting to the bumper extension by the body builder.

FRONT BUMPER TOW HOOKS

Two (2) heavy duty tow hooks, painted to match the frame components, shall be installed in the rearward position out of the approach angle area, bolted directly to the side of each chassis frame rail with grade 8 bolts.

CAB TILT SYSTEM

The entire cab shall be capable of tilting approximately 45-degrees to allow for easy maintenance of the engine and transmission. The cab tilt pump assembly shall be located on the right side of the chassis above the battery box.

The electric-over-hydraulic lift system shall include an ignition interlock and red cab lock down indicator lamp on the tilt control which shall illuminate when holding the "Down" button to indicate safe road operation.

It shall be necessary to activate the master battery switch and set the parking brake in order to tilt the cab. As a third precaution the ignition switch must be turned off to complete the cab tilt interlock safety circuit.

Two (2) spring-loaded hydraulic hold down hooks located outboard of the frame shall be installed to hold the cab securely to the frame. Once the hold-down hooks are set in place, it shall take the application of pressure from the hydraulic cab tilt lift pump to release the hooks.

Two (2) cab tilt cylinders shall be provided with velocity fuses in each cylinder port. The cab tilt pivots shall be 1.90 inch ball and be anchored to frame brackets with 1.25 inch diameter studs.

A steel safety channel assembly, painted safety yellow shall be installed on the right side cab lift cylinder to prevent accidental cab lowering. The safety channel assembly shall fall over the lift cylinder when the cab is in the fully tilted position. A cable release system shall also be provided to retract the safety channel assembly from the lift cylinder to allow the lowering of the cab.

CAB TILT LIMIT SWITCH

A cab tilt limit switch shall be installed. The switch will effectively limit the travel of the cab when being tilted. The limit adjustment of the switch shall be preset by the chassis manufacturer to prevent damage to the cab or any bumper mounted option mounted in the cab tilt arc. Further adjustment to the limit by the apparatus manufacturer shall be available to accommodate additional equipment.



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CAB TILT CONTROL RECEPTACLE

A six (6) pin Deutsch receptacle that includes a cap shall be installed in the right hand side middle front step in the forward position to provide a place to plug in the cab tilt remote control pendant.

The remote control pendant shall include 20.00 feet of cable with a mating Deutsch connector. The remote control pendant shall be shipped loose with the chassis.

CAB TILT LOCK DOWN INDICATOR

The cab dash shall include a message located within the dual air pressure gauge which shall alert the driver when the cab is unlocked and ajar. The alert message shall cease to be displayed when the cab is in the fully lowered position and the hold down hooks are secured and locked to the cab mounts.

In addition to the alert message an audible alarm shall sound when the cab is unlocked and ajar with the parking brake released.

CAB WINDSHIELD

The cab windshield shall have a surface area of 2825.00 square inches and be of a two (2) piece wraparound design for maximum visibility.

The glass utilized for the windshield shall include standard automotive tint. The left and right windshield shall be fully interchangeable thereby minimizing stocking and replacement costs.

Each windshield shall be installed using black self locking window rubber.

GLASS FRONT DOOR

The front cab doors shall include a window which is 27.00 inches in width X 26.00 inches in height. These windows shall have the capability to roll down completely into the door housing. This shall be accomplished using electric actuation. The left and right front door windows shall be controlled using a switch on each respective side inner door panel. The driver's door shall include a switch for each powered door window in the cab.

There shall be an irregular shaped fixed window which shall measure 2.50 inches wide at the top, 8.00 inches wide at the bottom X 26.00 inches in height, more commonly known as "cozy glass" ahead of the front door roll down windows.

The windows shall be mounted within the frame of the front doors trimmed with a black anodized ring on the exterior.

GLASS TINT FRONT DOOR

The windows located in the left and right front doors shall include a dark gray automotive tint which shall allow forty-five percent (45%) light transmittance. The dark tint shall aid in cab cooling and help protect passengers from radiant solar energy.



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GLASS REAR DOOR RH

The rear right hand side crew door shall include a window which is 27.00 inches in width X 26.00 inches in height. The window shall be a powered type and shall be controlled by a switch on the inner door panel and on the driver's control panel.

GLASS TINT REAR DOOR RIGHT HAND

The window located in the right hand side rear window shall include a dark gray automotive tint which shall allow forty-five percent (45%) light transmittance. The dark tint shall aid in cab cooling and help protect passengers from radiant solar energy.

GLASS REAR DOOR LH

The rear left hand side crew door shall include a window which is 27.00 inches in width X 26.00 inches in height. The window shall be a powered type and shall be controlled by a switch on the inner door panel and on the driver's control panel.

GLASS TINT REAR DOOR LEFT HAND

The window located in the left hand side rear door shall include a dark gray automotive tint which shall allow forty-five percent (45%) light transmittance. The dark tint shall aid in cab cooling and help protect passengers from radiant solar energy.

GLASS SIDE MID RH

The cab shall include a window on the right side behind the front and ahead of the crew door which shall measure 16.00 inches wide X 26.00 inches high. This window shall be fixed within this space and shall be rectangular in shape. The window shall be mounted using self locking window rubber. The glass utilized for this window shall include a green automotive tint unless otherwise noted.

GLASS TINT SIDE MID RIGHT HAND

The window located on the right hand side of the cab between the front and rear doors shall include a dark gray automotive tint which shall allow forty-five percent (45%) light transmittance. The dark tint shall aid in cab cooling and help protect passengers from radiant solar energy.

GLASS SIDE MID LH

The cab shall include a window on the left side behind the front door and ahead of the crew door and above the wheel well which shall measure 16.00 inches wide X 26.00 inches high. This window shall be fixed within this space and shall be rectangular in shape. The window shall be mounted using self locking window rubber. The glass utilized for this window shall include a green automotive tint unless otherwise noted.



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GLASS TINT SIDE MID LEFT HAND

The window located on the left hand side of the cab between the front and rear doors shall include a dark gray automotive tint which shall allow forty-five percent (45%) light transmittance. The dark tint shall aid in cab cooling and help protect passengers from radiant solar energy.

CLIMATE CONTROL

A ceiling mounted combination defroster and cabin heating and air conditioning system shall be located above the engine tunnel area. The system covers and plenums shall be of severe duty design made of aluminum which shall be coated with a customer specified interior paint. The design of the system's covers shall provide quick access to washable air intake filters as well as easy access to other serviceable items.

Six (6) adjustable louvers shall provide comfort for the front seat occupants and ten (10) adjustable louvers shall provide comfort for the rear crew occupants. The plenum shall be shortened to terminate in the mid crew area on cabs with 10.00 inch raised roofs and greater. This shortened plenum shall allow for the customer to utilize the upper rear center wall for compartmentation, equipment, or apparatus operations.

Separate front and rear blower motors shall be of brushless design and shall be controlled independently. It shall be capable of reducing the interior cabin air temperature from 122° F (+/- 3° F) to 80° F in thirty minutes with 50% relative humidity and full solar load as described in SAE J2646.

The system shall also provide heater pull up performance which meets or exceeds the performance requirements of SAE J1612 as well as defrost performance that meets or exceeds the performance requirements of SAE J381.

A gravity drain system shall be provided that is capable of evacuating condensate from the vehicle while on a slope of up to a 13% grade in any direction.

The air conditioning system plumbing shall be a mixture of custom bent zinc coated steel fittings and Aeroquip flexible hose with Aeroquip EZ-Clip fittings.

The overhead heater/defroster plumbing shall include an electronic flow control valve that re-directs hot coolant away from the evaporator, via a bypass loop, as the temperature control is moved toward the cold position.

Any component which needs to be accessed to perform system troubleshooting shall be accessible by one person using basic hand tools. Regularly serviced items shall be replaceable by one person using basic hand tools.

***Spartan Motors Inc. recommends that the overall climate system performance be based off third-party testing in accordance to Society of Automotive Engineering standards as a complete system.*

Individual component level BTU ratings is not an accurate indicator of the performance capability of the completed system. System individual component BTU ratings:



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- Air conditioning evaporator total BTU/HR: 82,000
- Air conditioning condenser total BTU/HR: 59,000
- Heater coil total BTU/HR: 98,000

Performance data specified is based on testing performed by an independent third-party test facility using a medium four-door 10" Raised roof Gladiator chassis equipped with an ISL engine.

CLIMATE CONTROL DRAIN

The climate control system shall include a gravity drain for water management. The gravity drain shall remove condensation from the air conditioning system without additional mechanical assistance.

CLIMATE CONTROL ACTIVATION

The heating, defrosting and air conditioning controls shall be on the dash next to driver panel, in a position which is easily accessible to the driver. The climate control shall be activated by a rotary switch.

HVAC OVERHEAD COVER PAINT

The overhead HVAC cover shall be painted with a multi-tone onyx black texture finish.

AUXILIARY A/C CAB CEILING/ROOF

A 110 volt Dometic Penguin II low profile high capacity air conditioning system shall be provided to cool the crew area of the cab. The system shall consist of one (1) 110 volt air conditioning roof mounted unit which shall be located above the crew area and offset left of center on the cab roof above the crew area. The cover of the air conditioning unit shall be painted the upper cab color. The manual reset breaker shall be located in the same junction box as the other cab supplied 110 volt components. There shall be a drain line from the condensation pan routed to the rear cab wall.

A/C CONDENSER LOCATION

A roof mounted A/C condenser shall be installed centered on the cab forward of the raised roof against the slope rise.

A/C COMPRESSOR

The air-conditioning compressor shall be a belt driven, engine mounted compressor. The compressor shall be compatible with R134-a refrigerant.

***Spartan Motors Inc. recommends that the overall climate system performance be based off third-party testing in accordance to Society of Automotive Engineering standards as a complete system.*

Individual component level ratings are not an accurate indicator of the performance capability of the completed system.

Refrigerant Compressor displacement: 19.1 cubic inches per revolution.



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UNDER CAB INSULATION

The underside of the cab tunnel surrounding the engine and the underside of the entire cab floor shall be lined with multi-layer insulation, engineered for application inside diesel engine compartments. In addition the insulation shall have an expanded aluminum overlay installed to assist in retaining the insulation tight against the engine tunnel surfaces and the underside of the cab floor.

The insulation shall act as a noise barrier, absorbing noise thus keeping the decibel level in the cab well within NFPA recommendations. As an additional benefit, the insulation shall assist in sustaining the desired temperature within the cab interior.

The engine tunnel insulation shall measure approximately 0.75 inch thick including a vertically lapped polyester fiber layer, a 1.0 lb/ft² PVC barrier layer, an open cell foam layer, and a moisture and heat reflective foil facing reinforced with a woven fiberglass layer. The foil surface acts as protection against moisture and other contaminants. The insulation shall meet or exceed FMVSS 302 flammability test.

The cab floor insulation shall measure 0.56 inch thick including a 1.0#/sf PVC barrier and a moisture and heat reflective foil facing, reinforced with fiberglass strands. The foil surface acts as protection against moisture and other contaminants. The insulation shall meet or exceed FMVSS 302 flammability test.

The insulation shall be cut precisely to fit each section and sealed for additional heat and sound deflection. The insulation shall be held in place by 3 mils of acrylic pressure sensitive adhesive and aluminum pins with hard hat, hold in place fastening heads.

INTERIOR TRIM FLOOR

The floor of the cab shall be covered with a multi-layer mat consisting of 0.25 inch thick sound absorbing closed cell foam with a 0.06 inch thick non-slip vinyl surface with a pebble grain finish. The covering shall be held in place by a pressure sensitive adhesive and aluminum trim molding. All exposed seams shall be sealed with silicone caulk matching the color of the floor mat to reduce the chance of moisture and debris retention.

INTERIOR TRIM

The cab interior shall include trim on the front ceiling, rear crew ceiling, and the cab walls. It shall be easily removable to assist in maintenance. The trim shall be constructed of insulated vinyl over a hard board backing.

REAR WALL INTERIOR TRIM

The rear wall of the cab shall be trimmed with vinyl.

HEADER TRIM

The cab interior shall feature header trim over the driver and officer dash constructed of 5052-H32 Marine Grade, 0.13 inch thick aluminum.



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TRIM CENTER DASH

The main center dash area shall be constructed of 5052-H32 Marine Grade, 0.13 inch thick aluminum plate. There shall be four (4) holes located on the top of the dash near each outer edge of the electrical access cover for ventilation. The center dash electrical access cover shall include a gas cylinder stay which shall hold the cover open during maintenance.

TRIM LH DASH

The left hand dash shall be constructed of 5052-H32 Marine Grade, 0.13 inch thick aluminum plate for a perfect fit around the instrument panel. For increased occupant protection the extreme duty left hand dash utilizes patent pending break away technology to reduce rigidity in the event of a frontal crash. The left hand dash shall offer lower vertical surface area to the left and right of the steering column to accommodate control panels.

TRIM RH DASH

The right hand dash shall be constructed of 5052-H32 Marine Grade, 0.13 of an inch thick aluminum plate and shall include a glove compartment with a hinged door and a Mobile Data Terminal (MDT) provision. The glove compartment size will measure 14.00 inches wide X 6.38 inches high X 5.88 inches deep. The MDT provision shall be provided above the glove compartment.

ENGINE TUNNEL TRIM

The cab engine tunnel shall be covered with a multi-layer mat consisting of 0.25 inch closed cell foam with a 0.06 inch thick non-slip vinyl surface with a pebble grain finish. The mat shall be held in place by pressure sensitive adhesive. The engine tunnel mat shall be trimmed with anodized aluminum stair nosing trim for an aesthetically pleasing appearance.

POWER POINT DASH MOUNT

The cab shall include two (2) 12 volt cigarette lighter type receptacles in the cab dash to provide a power source for 12 volt electrical equipment. The cab shall also include two (2) universal serial bus (USB) charging receptacles in the cab dash to provide a power source for USB chargeable electrical equipment. Each USB port shall be capable of a 12 watt, 2.4 amp fast charge output. The receptacles shall be wired battery direct.

AUXILIARY POWER POINT ENGINE TUNNEL

The cab interior shall include two (2) 12 volt cigarette lighter type receptacles to provide power sources for 12 volt electrical equipment. The receptacles shall be connected directly to the batteries. The receptacles shall be located on the rear of the engine tunnel near the top, one (1) near the left corner and one (1) near the right corner.



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STEP TRIM

Each cab entry door shall include a three step entry. The first step closest to the ground shall be constructed of polished 5052 H32 aluminum Grip Strut® grating with angled outer corners. The grating shall allow water and other debris to flow through rather than becoming trapped within the stepping surface. The lower step shall be mounted to a frame which is integral with the construction of the cab for rigidity and strength. The middle step shall be integral with the cab construction and shall be trimmed in 0.08 inch thick 3003-H22 embossed aluminum tread plate.

UNDER CAB ACCESS DOOR

The cab shall include an aluminum access door in the left crew step riser painted to match the cab interior paint with a push and turn latch. The under cab access door shall provide access to the diesel exhaust fluid fill.

INTERIOR DOOR TRIM

The interior trim on the doors of the cab shall consist of an aluminum panel constructed of Marine Grade 5052-H32 0.13 of an inch thick aluminum plate. The door panels shall include a painted finish.

DOOR TRIM KICKPLATE

The inner door panels shall include an aluminum embossed tread kick plate which shall be fastened to the lower portion of the door panels.

DOOR TRIM CUSTOMER NAMEPLATE

The interior door trim on the front doors shall include a customer nameplate which states the vehicle was custom built for their Department.

CAB DOOR TRIM REFLECTIVE

The interior of each door shall include high visibility reflective tape. A white reflective tape shall be provided vertically along the rear outer edge of the door. The lowest portion of each door skin shall include a reflective tape chevron with red and white stripes and a Spartan logo. The chevron tape shall measure 6.00 inches in height.

INTERIOR GRAB HANDLE "A" PILLAR

There shall be a rubber covered 11.00 inch grab handle installed inside the cab, on the "A" post at the right side door opening. The handle shall be located 2.88 inches above the bottom of the door window opening. The handle shall assist personnel in entering and exiting the cab.



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INTERIOR GRAB HANDLE FRONT DOOR

Each front door shall include one (1) ergonomically contoured 9.00 inch cast aluminum horizontal grab handle which shall be located at the upper-most center of the door panel, and one (1) 9.00 inch vertical grab handle which shall be located forward of the paddle latch at the upper most part of the door. Each handle shall feature a textured, black powder coated finish and shall be used to assist personnel entering and exiting the cab.

INTERIOR GRAB HANDLE REAR DOOR

A black powder coated cast aluminum assist handle shall be provided on the inside of each rear crew door. A 30.00 inch long handle shall extend horizontally the width of the window just above the window sill. The handle shall assist personnel in exiting and entering the cab.

ADDITIONAL INTERIOR GRAB HANDLE REAR DOOR

Each interior rear door shall include an additional grab handle. The handle shall be an ergonomically contoured 9.00 inch long cast aluminum grab handle. Each handle shall be mounted horizontally on the upper interior door trim panel. Each handle shall be textured and feature a black powder coat finish and shall assist personnel entering and exiting the cab.

INTERIOR SOFT TRIM COLOR

The cab interior soft trim surfaces shall be black in color.

INTERIOR TRIM SUNVISOR

The header shall include two (2) sun visors, one each side forward of the driver and officer seating positions above the windshield. Each sun visor shall be constructed of Masonite and covered with padded vinyl trim.

INTERIOR FLOOR MAT COLOR

The cab interior floor mat shall be black in color.

CAB PAINT INTERIOR DOOR TRIM

The inner door panel surfaces shall be painted with multi-tone onyx black texture finish.

HEADER TRIM INTERIOR PAINT

The metal surfaces in the header area shall be coated with multi-tone onyx black texture finish.



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TRIM CENTER DASH INTERIOR PAINT

The entire center dash shall be coated with multi-tone onyx black texture finish. Any accessory pods attached to the dash shall also be painted this color.

TRIM LH DASH INTERIOR PAINT

The left hand dash shall be painted with a multi-tone onyx black texture finish.

TRIM RIGHT HAND DASH INTERIOR PAINT

The right hand dash shall be painted with multi-tone onyx black texture finish.

DASH PANEL GROUP

The main center dash area shall include three (3) aluminum removable panels located one (1) to the right of the driver position, one (1) in the center of the dash and one (1) to the left of the officer position. The panels shall be coated with a black texture finish. The center panel shall be within comfortable reach of both the driver and officer.

SWITCHES CENTER PANEL

The center dash panel shall include one (1) rocker switch position in the panel.

A rocker switch with a blank legend installed directly above shall be provided for any position without a switch and legend designated by a specific option. The non-specified switches shall be two-position, black switches with a green indicator light. Each blank switch legend can be custom engraved by the body manufacturer. All switch legends shall have backlighting provided.

SWITCHES LEFT PANEL

The left dash panel shall include one (1) windshield wiper/washer control switch located in the left hand side of the panel. The switch shall have backlighting provided.

SWITCHES RIGHT PANEL

The right dash panel shall include no rocker switches or legends.

SEAT BELT WARNING

A Weldon seat belt warning system, integrated with the Vehicle Data Recorder system, shall be installed for each seat within the cab. The system shall provide a visual warning indicator in the Vista display and control screen(s), an indicator light in the instrument panel, and an audible alarm.



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The warning system shall activate when any seat is occupied with a minimum of 60 pounds, the corresponding seat belt remains unfastened, and the park brake is released. The warning system shall also activate when any seat is occupied, the corresponding seat belt was fastened in an incorrect sequence, and the park brake is released. Once activated, the visual indicators and audible alarm shall remain active until all occupied seats have the seat belts fastened.

SEAT MATERIAL

The Seats Inc. 911 Battalion and universal seats shall be covered with Turnout Tuff™ rugged material. Turnout Tuff material is rip-stop weave nylon laminated with a polyurethane backing and is water repellent to 75 PSI to protect seats from being saturated or contaminated by fluids. The material meets FMVSS 302 flammability requirements.

SEAT COLOR

All seats supplied with the chassis shall be black in color. All seats shall include red seat belts.

SEAT BACK LOGO

The seat backs shall include the logo for the OEM body manufacturer. The logo shall be centered on the standard headrest of the seat back and on the left side of a split headrest.

SEAT DRIVER

The driver's seat shall be a Seats Inc. 911 Battalion series. The four-way seat shall be self-leveling and feature a 3.00 inches vertical travel air suspension and manual fore and aft adjustment. The suspension control shall be located on the seat below the cushion. The seat shall also feature integral springs to isolate shock.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt and automatic retractor as an integral part of the seat assembly. The buckle portion of the seat belt shall extend from the seat base towards the driver position within easy reach of the occupant.

The minimum vertical dimension from the seat H-point to the ceiling for this belted seating position shall be 37.00 inches measured with the seat suspension height adjusted to the upper limit of its travel.

This model of seat shall have successfully completed the static load tests set forth by FMVSS 207/210. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity. This model of seat installed in the cab model, as specified, shall have successfully completed the dynamic sled testing using FMVSS 208 as a guide with the following accommodations. In order to reflect the larger size outfitted firefighters, the test dummy used shall be a 95th percentile hybrid III male weighing 225 pounds rather than the 50th percentile male dummy weighing 165 pounds as referenced in FMVSS 208.

The materials used in construction of the seat shall also have successfully completed testing with regard to the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which dictates the allowable burning rate of materials in the occupant compartments of motor vehicles.



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SEAT BACK DRIVER

The driver's seat shall include a standard seat back incorporating the all belts to seat feature (ABTS). The seat back shall feature a contoured head rest.

SEAT MOUNTING DRIVER

The driver's seat shall be installed in an ergonomic position in relation to the cab dash.

SEAT OFFICER

The officer's seat shall be a Seats Inc. 911 Battalion series. The four-way seat shall be self-leveling and feature a 3.00 inches vertical travel air suspension and manual fore and aft adjustment with 5.00 inches of travel. The suspension control shall be located on the seat below the cushion. The seat shall also feature integral springs to isolate shock.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt and automatic retractor as an integral part of the seat assembly. The buckle portion of the seat belt shall extend from the seat base towards the driver position within easy reach of the occupant.

The minimum vertical dimension from the seat H-point to the ceiling for this belted seating position shall be 37.00 inches measured with the seat suspension height adjusted to the upper limit of its travel.

This model of seat shall have successfully completed the static load tests by FMVSS 207/210. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity. This model of seat installed in the cab model, as specified, shall have successfully completed the dynamic sled testing using FMVSS 208 as a guide with the following accommodations. In order to reflect the larger size outfitted firefighters, the test dummy used shall be a 95th percentile hybrid III male weighing 225 pounds rather than the 50th percentile male dummy weighing 165 pounds as referenced in FMVSS 208. The model of seats shall also have successfully completed the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which decides the burning rate of materials in the occupant compartments of motor vehicles.

SEAT BACK OFFICER

The officer's seat shall include a standard seat back incorporating the all belts to seat feature (ABTS). The seat back shall feature a contoured head rest.

SEAT MOUNTING OFFICER

The officer's seat shall be installed in an ergonomic position in relation to the cab dash.



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SEAT BELT ORIENTATION CREW

The crew position seat belts shall follow the standard orientation which extends from the outboard shoulder extending to the inboard hip.

SEAT REAR FACING OUTER LOCATION

The crew area shall include two (2) rear facing crew seats, which include one (1) located directly behind the left side front seat and one (1) located directly behind the right side front seat.

SEAT CREW REAR FACING OUTER

The crew area shall include a seat in the rear facing outboard position which shall be a Seats Inc. Battalion series. The seat shall feature a tapered and padded seat, and cushion. The seat and cushion shall be hinged and compact in design for additional room and shall remain in the stored position until occupied.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt and automatic retractor as an integral part of the seat assembly. The buckle portion of the seat belt shall extend from the seat base towards the driver position within easy reach of the occupant.

The minimum vertical dimension from the seat H-point to the ceiling for each belted seating position shall be 35.00 inches.

This model of seat shall have successfully completed the static load tests by FMVSS 207/210. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity. This model of seat installed in the cab model, as specified, shall have successfully completed the dynamic sled testing using FMVSS 208 as a guide with the following accommodations. In order to reflect the larger size outfitted firefighters, the test dummy used shall be a 95th percentile hybrid III male weighing 225 pounds rather than the 50th percentile male dummy weighing 165 pounds as referenced in FMVSS 208. The model of seats shall also have successfully completed the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which decides the burning rate of materials in the occupant compartments of motor vehicles.

SEAT BACK REAR FACING OUTER

The rear facing outer seat(s) shall include a standard seat back incorporating the all belts to seat feature (ABTS). The seat back shall feature a contoured head rest.

SEAT MOUNTING REAR FACING OUTER

The rear facing outer seats shall offer special mounting positions which shall be 2.00 inches towards the rear wall offering additional space between the front seats and the outer rear facing seats.



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SEAT FORWARD FACING CENTER LOCATION

The crew area shall include two (2) forward facing center crew seats with both located at the center of the rear wall.

SEAT CREW FORWARD FACING CENTER

The crew area shall include a seat in the forward facing center position which shall be a Seats Inc. 911 Battalion series. The four-way seat shall be self-leveling and feature a 3.00 inches vertical travel air suspension and manual fore and aft adjustment with 5.00 inches of travel. The suspension control shall be located on the seat below the cushion. The seat shall also feature integral springs to isolate shock.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt and automatic retractor as an integral part of the seat assembly. The buckle portion of the seat belt shall extend from the seat base towards the driver position within easy reach of the occupant.

The minimum vertical dimension from the seat H-point to the ceiling for each belted seating position shall be 35.00 inches.

This model of seat shall have successfully completed the static load tests by FMVSS 207/210. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity. This model of seat installed in the cab model, as specified, shall have successfully completed the dynamic sled testing using FMVSS 208 as a guide with the following accommodations. In order to reflect the larger size outfitted firefighters, the test dummy used shall be a 95th percentile hybrid III male weighing 225 pounds rather than the 50th percentile male dummy weighing 165 pounds as referenced in FMVSS 208. The model of seats shall also have successfully completed the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which decides the burning rate of materials in the occupant compartments of motor vehicles

ARMREST FOWARD FACING CENTER

All forward facing center crew seat positions shall include armrests on the inboard and outboard side of each seat. Each armrest shall be covered with black urethane material and shall be an integral part of the seat.

SEAT FRAME FORWARD FACING

The forward facing seating position shall include two (2) channel type risers for each seat. The risers shall be constructed of 0.19 inch thick steel with 1.50 inch flanges. The risers shall be painted black.

SEAT MOUNTING FORWARD FACING CENTER

The forward facing center seats shall offer a special mounting. Each seat shall be installed approximately 17.00 inches outboard from the center line of the cab, as measure to the center of each seat.



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CAB FRONT UNDERSEAT STORAGE ACCESS

The left and right under seat storage areas shall have a solid aluminum hinged door with non-locking latch.

SEAT COMPARTMENT DOOR FINISH

All underseat storage compartment access doors shall have a multi-tone onyx black texture finish.

WINDSHIELD WIPER SYSTEM

The cab shall include a dual arm wiper system which shall clear the windshield of water, ice and debris. There shall be two (2) windshield wipers; each shall be affixed to a radial arm. The wiper motor shall be activated by an intermittent wiper control located within easy reach of the driver's position.

ELECTRONIC WINDSHIELD FLUID LEVEL INDICATOR

The windshield washer fluid level shall be monitored electronically. When the washer fluid level becomes low the yellow "Check Message Center" indicator light on the instrument panel shall illuminate and the message center in the dual air pressure gauge shall display a "Check Washer Fluid Level" message.

CAB DOOR HARDWARE

The cab entry doors shall be equipped with exterior pull handles, suitable for use while wearing firefighter gloves. The handles shall be made of aluminum with a chrome plated finish.

The interior exit door handles shall be flush paddle type with a black finish, which are incorporated into the upper door panel.

All cab entry doors shall include locks which are keyed alike. The door locks shall be designed to prevent accidental lockout.

The exterior pull handles shall include a scuff plate behind the handle constructed of polished stainless steel to help protect the cab finish.

DOOR LOCKS

The cab entry doors shall include a Controller Area Network (CAN) based electronic door lock system which shall include two (2) external keypads, one (1) located on the left side next to the front grab handle and one (1) on the right side next to the front grab handle. There shall be one (1) red rocker switch provided on the inside of each front cab entry door to actuate the cab door locks. Each door lock may also be manually actuated from the inside of the cab by means of a red knob located on the paddle handle of the respective door. The electronic door lock system shall include four (4) key fobs for actuation with buttons for cab entry door locks and for compartment door locks.



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When the doors are unlocked using the external keypad or the key fobs the interior dome lights shall illuminate and remain on for a period of twenty (20) seconds. Interior dome safety feature shall require the interior lighting power to be battery direct only for the duration of the twenty (20) seconds.

Wiring shall also be provided for up to four (4) exterior cab compartments and up to four (4) body compartments.

DOOR LOCK LH REAR CAB COMPARTMENT

The left hand side rear compartment shall feature a power door lock actuator.

DOOR LOCK RH REAR CAB COMPARTMENT

The right hand side rear compartment shall feature a power door lock actuator.

GRAB HANDLES

The cab shall include one (1) 24.00 inch knurled, anti-slip, one-piece exterior assist handle behind each cab door. The grab handle shall be made of SAE 304 stainless steel and be 1.25 inch diameter to enable non-slip assistance with a gloved hand.

POWER DOOR LOCK COMPARTMENT ACTIVATION

The power door lock feature shall include activation for exterior compartment door locks through the key fob, keypads and through a virtual switch on the multiplex display.

REARVIEW MIRRORS

Ramco model CRM-310-1350-PCHR bus style mirrors shall be provided. The mirror heads shall be injection molded chrome plated ABS plastic and shall measure 9.75 inches wide X 13.50 inches high. The mirrors shall be mounted one (1) on each the driver and officer doors of the cab with polished die-cast aluminum arms.

The mirrors shall feature an upper heated remote controlled flat glass and a lower heated remote controlled convex glass. The mirror control switches shall be located within easy reach of the driver. The mirrors shall be manufactured using the finest quality non-glare glass and shall feature a rigid mounting thereby reducing vibration. The mirrors shall be corrosion free under all weather conditions.

REARVIEW MIRROR HEAT SWITCH

The heat for the rearview mirrors shall be controlled through a virtual button on the Vista display and control screen.

EXTERIOR TRIM REAR CORNER

There shall be mirror finish stainless steel scuff plates on the outside corners at the back of the cab. The stainless steel plate shall be affixed to the cab using two sided adhesive tape.



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CAB FENDER

Full width wheel well liners shall be installed on the extruded cab to limit road splash and enable easier cleaning. Each two-piece liner shall consist of an inner liner 16.00 inches wide made of vacuum formed ABS composite and an outer fenderette 5.00 inches wide made of polished aluminum.

MUD FLAPS FRONT

The front wheel wells shall have mud flaps installed on them.

CAB EXTERIOR FRONT & SIDE EMBLEMS

The cab shall include three (3) Spartan emblems. There shall be one (1) installed on the front air intake grille and one (1) emblem on each of the cab sides.

IGNITION

A master battery system with a keyless start ignition system shall be provided. Each system shall be controlled by a one-quarter turn Cole Hersee switch, both of which shall be mounted to the left of the steering wheel on the dash. A chrome push type starter button shall be provided adjacent to the master battery and ignition switches.

Each switch shall illuminate a green LED indicator light on the dash when the respective switch is placed in the "ON" position.

The starter button shall only operate when both the master battery and ignition switches are in the "ON" position.

BATTERY

The single start electrical system shall include six (6) Deka 9A31 925 CCA absorbed glass mat batteries with a 190 minute reserve capacity and 4/0 welding type dual path starter cables per SAE J541.

BATTERY TRAY

The batteries shall be installed within two (2) steel battery trays located on the left side and right side of the chassis, securely bolted to the frame rails. The battery trays shall be coated with the same material as the frame.

The battery trays shall include drain holes in the bottom for sufficient drainage of water. A durable, non-conducting, interlocking mat made by Dri-Dek shall be installed in the bottom of the trays to allow for air flow and help prevent moisture build up. The batteries shall be held in place by non-conducting phenolic resin hold down boards.



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BATTERY BOX COVER

Each battery box shall include a steel cover which protects the top of the batteries. Each cover shall be coated the same as the frame and shall include flush latches which shall keep the cover secure as well as a black powder coated handle for convenience when opening.

BATTERY CABLE

The starting system shall include cables which shall be protected by 275 degree F. minimum high temperature flame retardant loom, sealed at the ends with heat shrink and sealant.

BATTERY JUMPER STUD

The starting system shall include battery jumper studs. These studs shall be located on the rear face of the left hand battery tray. The studs shall allow the vehicle to be jump started, charged, or the cab to be raised in an emergency in the event of battery failure.

ALTERNATOR

The charging system shall include a 320 amp Leece-Neville 12 volt alternator. The alternator shall include a self-exciting integral regulator.

STARTER MOTOR

The single start electrical system shall include a Delco brand starter motor.

BATTERY CONDITIONER

A Kussmaul Auto Charge 40 LPC battery conditioner shall be supplied. The battery conditioner shall provide a 40 amp output for the chassis batteries and a 15 amp output circuit for accessory loads. The battery conditioner shall be mounted in the cab in the LH rear facing outer seating position.

BATTERY CONDITIONER DISPLAY

A Kussmaul battery conditioner display shall be supplied. The battery conditioner display shall be mounted in the cab, viewable through the cab mid side window behind the left front door.

AUXILIARY AIR COMPRESSOR

A Kussmaul Pump 12V air compressor shall be supplied. The air compressor shall be installed behind the officer's seat. The air compressor shall be plumbed to the air brake system to maintain air pressure.



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ELECTRICAL INLET LOCATION

An electrical inlet shall be installed on the left hand side of cab over the wheel well in the rearward position.

ELECTRICAL INLET

A Kussmaul 30 amp super auto-eject electrical receptacle shall be supplied. It shall automatically eject the plug when the starter button is depressed.

A single item or an addition of multiple items must not exceed the rating of the electric inlet that it's connected to.

Amp Draw Reference List:

Kussmaul 1000 Charger - 3.5 Amps

Kussmaul 1200 Charger - 10 Amps

Kussmaul 35/10 Charger - 10 Amps

1000W Engine Heater - 8.33 Amps

1500W Engine Heater - 12.5 Amps

120V Air Compressor - 4.2 Amps

ELECTRICAL INLET CONNECTION

The electrical inlet shall be connected to the battery conditioner and the 110V A/C unit.

ELECTRICAL INLET COLOR

The electrical inlet connection shall include a red cover.

HEADLIGHTS

The cab front shall include four (4) rectangular LED headlamps with separate high and low beams mounted in bright chrome bezels.

FRONT TURN SIGNALS

The front fascia shall include two (2) Whelen model 600 4.00 inches X 6.00 inches programmable amber LED turn signals which shall be installed in an outboard position within the front fascia chrome bezel.

HEADLIGHT LOCATION

The headlights shall be located on the front fascia of the cab directly below the front warning lights.



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SIDE TURN/MARKER LIGHTS

The sides of the cab shall include two (2) LED round side marker lights which shall be provided just behind the front cab radius corners.

MARKER AND ICC LIGHTS

In accordance with FMVSS, there shall be five (5) LED cab marker lamps designating identification, center and clearance provided. These lights shall be installed on the face of the cab within full view of other vehicles from ground level.

HEADLIGHT AND MARKER LIGHT ACTIVATION

The headlights and marker lights shall be controlled via a virtual button on the Vista display. The headlights and daytime running lights shall turn off when the park brake is engaged. There shall be a virtual dimmer control on the Vista display to adjust the brightness of the dash lights. The headlamps shall be equipped with the "Daytime Running" light feature, which shall illuminate the headlights to 80% brilliance when the battery master switch is in the "On" position and the parking brake is released.

GROUND LIGHTS

Each door shall include one (1) On-Scene brand Night Axe LED strip model ground light mounted to the underside of the cab step below each door. The ground light shall be mounted in a polished aluminum bezel. The ground lighting shall be activated by the opening of the respective side door, respective side turn signal, when the parking brake is set, as well as being activated through a virtual button on the Vista display and control screen.

LOWER CAB STEP LIGHTS

The middle step located at each door shall include a recess mounted 4.00 inch round LED light which shall activate with the opening of the respective door.

INTERMEDIATE STEP LIGHTS

The intermediate step well area at each door shall include an LED light within a chrome housing. The Egress step lights shall provide visibility to the step well area for the first step exiting the vehicle. The Egress step lights shall activate with Entry step lighting.

ENGINE COMPARTMENT LIGHT

There shall be a LED NFPA compliant light mounted under the engine tunnel for area work lighting on the engine. The light shall include a polycarbonate lens, a housing which is vibration welded and a bulb which shall be shock mounted for extended life. The light shall activate automatically when the cab is tilted.



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SIDE SCENE LIGHTS

The side of the cab shall include two (2) Whelen 900 series 9SC0ENZR model scene lights, one (1) each side which shall be surface mounted with a chrome bezel. The Whelen lights shall offer LED lighting at a gradient 32-degree angle.

SIDE SCENE LIGHT LOCATION

The scene lighting located on the left and right sides of the cab shall be mounted rearward of the cab "B" pillar in the 10.00 inch raised roof portion of the cab between the front and rear crew doors.

SIDE SCENE ACTIVATION

The scene lights shall be activated by two (2) virtual buttons on the Vista display and control screen(s), one (1) for each light, and by opening the respective side cab doors.

INTERIOR OVERHEAD LIGHTS

The cab shall include a two-section, red and clear Weldon LED dome lamp located over each door. The dome lamps shall be rectangular in shape and shall measure approximately 7.00 inches in length X 3.00 inches in width with a black colored bezel. The clear portion of each lamp shall be activated by opening the respective door. Both the red and clear portion can be activated by individual push lenses on each lamp.

An additional two-section, red and clear Weldon LED dome lamp shall be provided over the engine tunnel which can be activated by individual switches on the lamp.

MAP LIGHTS

A Sunnex SL9 LED swivel map light shall be provided. The light shall have a clear lens and a control switch on the base. The light shall be mounted on the overhead HVAC cover on the right hand side.

DO NOT MOVE APPARATUS LIGHT

The front headliner of the cab shall include a flashing red Whelen 500 Series TIR6™ Super-LED® light clearly labeled "Do Not Move Apparatus". In addition to the flashing red light, an audible alarm shall be included which shall sound while the light is activated.

The flashing red light shall be 5.40 inches long X 1.70 inches wide X 0.90 inches high and shall be located centered left to right for greatest visibility.

The light and alarm shall be interlocked for activation when either a cab door is not firmly closed or an apparatus compartment door is not closed, and the parking brake is released.



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MASTER WARNING SWITCH

A master switch shall be included, as a virtual button on the Vista display and control screen which shall be labeled "E Master" for identification. The button shall feature control over all devices wired through it. Any warning device switches left in the "ON" position when the master switch is activated shall automatically power up.

HEADLIGHT FLASHER

An alternating high beam headlight flashing system shall be installed into the high beam headlight circuit which shall allow the high beams to flash alternately from left to right.

Deliberate operator selection of high beams will override the flashing function until low beams are again selected. Per NFPA, these clear flashing lights will also be disabled "On Scene" when the park brake is applied.

HEADLIGHT FLASHER SWITCH

The flashing headlights shall be activated through a virtual button on the Vista display and control screen.

INBOARD FRONT WARNING LIGHTS

The cab front fascia shall include two (2) Whelen 600 series Super LED front warning lights in the left and right inboard positions. The lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors. The lights shall be mounted to the front fascia of the cab within a chrome bezel.

INBOARD FRONT WARNING LIGHTS COLOR

The warning lights mounted on the cab front fascia in the inboard positions shall be blue on the left and red on the right side.

FRONT WARNING SWITCH

The front warning lights shall be controlled through a virtual control on the Vista display and control screen. This switch shall be clearly labeled for identification.

INTERSECTION WARNING LIGHTS

The chassis shall include two (2) Whelen 600 series Super LED intersection warning lights, one (1) each side. The lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors.

INTERSECTION WARNING LIGHTS COLOR

The intersection lights shall be red/blue vertical split with a clear lens. The intersection lights located on the left side shall be red forward and the intersection lights on the right side shall be blue forward.



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INTERSECTION WARNING LIGHTS LOCATION

The intersection lights shall be mounted on the side of the bumper in the rearward position.

SIDE WARNING LIGHTS

The cab sides shall include two (2) Whelen 900 series Super LED warning lights, one (1) on each side. The lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors. The lights shall be mounted to the sides of the cab within a chrome bezel.

SIDE WARNING LIGHTS COLOR

The warning lights located on the side of the cab shall be red/red on the left side and blue/blue on the right side.

SIDE WARNING LIGHTS LOCATION

The warning lights on the side of the cab shall be mounted above the "B" pillar in the highest available position.

AUXILIARY SIDE WARNING LIGHTS

The cab side shall include an auxiliary set of Whelen 600 series 4.00 inch tall X 6.00 inch wide Super LED warning lights, one (1) each side, which shall feature fourteen (14) flash patterns plus a steady burn for solid colors and twenty (20) flash patterns plus a steady burn for split colors. The lights shall be surface mounted within a chrome bezel.

AUXILIARY SIDE WARNING LIGHTS COLOR

The auxiliary warning lights located on the left hand side of the cab shall be red and the auxiliary warning lights located on the right hand side of the cab shall be blue.

AUXILIARY SIDE WARNING LIGHTS LOCATION

The auxiliary warning lights on the side of the cab shall be mounted over the wheel well. The center line of the warning lights shall be 12.00 inches above the wheel well apex.

SIDE AND INTERSECTION WARNING SWITCH

The side warning lights shall be controlled through a virtual button on the Vista display and control screen. This button shall be clearly labeled for identification.



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SIREN CONTROL HEAD

A Federal PA300 series electronic siren control head shall be provided. The siren head shall be a model 690010 and shall feature 200-watt output, high-low tone, and a built-in noise cancelling microphone. The siren shall to be mounted to protrude through the center panel of the cab dash in the lower center section of the panel with a slight left hand offset. The siren shall default to "ON" when the master warning switch is activated.

HORN BUTTON SELECTOR SWITCH

A virtual button on the Vista display and control screen shall be provided to allow control of either the electric horn or the air horn from the steering wheel horn button. The electric horn shall sound by default when the selector switch is in either position to meet FMCSA requirements.

AIR HORN ACTIVATION

The air horn activation shall be accomplished by the steering wheel horn button and a left hand side Linemaster model SP491-S81 foot switch for the driver and a black momentary push button on the switch panel. An air horn activation circuit shall be provided to the chassis harness pump panel harness connector.

MECHANICAL SIREN ACTIVATION

The mechanical siren shall be actuated by a black push button in the switch panel on the dash. A black push button siren brake control shall be provided in the switch panel on the dash.

The siren shall only be active when master warning switch is on to prevent accidental engagement.

ELECTRONIC SIREN AUXILIARY ACTIVATION

The electronic siren shall include pre-wiring for activation by a left hand side foot switch.

FIRE BELL ACTIVATION

There shall be a virtual button located on the Vista display and control screen which shall actuate the fire bell. The button shall be clearly labeled for identification.

BACK-UP ALARM

A Preco-Matic model 270 backup alarm shall be installed at the rear of the chassis with an output level of 107 dB. The alarm shall automatically activate when the transmission is placed in reverse.



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INSTRUMENTATION

An ergonomically designed instrument panel shall be provided. Each gauge shall be backlit with LED lamps. Stepper motor movements shall drive all gauges. The instrumentation system shall be multiplexed and shall receive ABS, engine, and transmission information over the J1939 data bus to reduce redundant sensors and wiring.

A twenty eight (28) icon lightbar message center with integral LCD odometer/trip odometer shall be included. The odometer shall display up to 999,999.9 miles. The trip odometer shall display 9,999.9 miles. The LCD message center screen shall be capable of custom configuration by the users for displaying certain vehicle status and diagnostic functions.

The instrument panel shall contain the following gauges:

One (1) three-movement gauge displaying vehicle speed, fuel level, and Diesel Exhaust Fluid (DEF) level. The primary scale on the speedometer shall read from 0 to 100 MPH, and the secondary scale on the speedometer shall read from 0 to 160 KM/H. The scale on the fuel and DEF level gauges shall read from empty to full as a fraction of full tank capacity. Red indicator lights in the gauge and an audible alarm shall indicate low fuel or low DEF at 1/8th tank level.

One (1) three-movement gauge displaying engine RPM, and primary and secondary air system pressures shall be included. The scale on the tachometer shall read from 0 to 3000 RPM. The scale on the air pressure gauges shall read from 0 to 150 pounds per square inch (PSI) with a red line zone indicating critical levels of air pressure. Red indicator lights in the gauge and an audible alarm shall indicate low air pressure.

One (1) four-movement gauge displaying engine oil pressure, coolant temperature, voltmeter, and transmission temperature shall be included. The scale on the engine oil pressure gauge shall read from 0 to 100 pounds PSI with a red line zone indicating critical levels of oil pressure. A red indicator light in the gauge and audible alarm shall indicate low engine oil pressure. The scale on the coolant temperature gauge shall read from 100 to 250 degrees Fahrenheit (°F) with a red line zone indicating critical coolant temperatures. A red indicator light in the gauge and audible alarm shall indicate high coolant temperature. The scale on the voltmeter shall read from 9 to 18 volts with a red line zone indicating critical levels of battery voltage. A red indicator light in the gauge and an audible alarm shall indicate high or low system voltage. The low voltage alarm shall indicate when the system voltage has dropped below 11.8 volts for more than 120 seconds in accordance with the requirements of NFPA 1901. The scale on the transmission temperature gauge shall read from 100 to 300 degrees °F with a red line zone indicating critical temperatures. A red indicator light in the gauge and an audible alarm shall indicate a high transmission temperature.

The light bar portion of the message center shall include twenty-eight (28) LED backlit indicators. The lightbar shall be split with fourteen (14) indicators on each side of the LCD message screen. The lightbar shall contain the following indicators and produce the following audible alarms when supplied in conjunction with applicable configurations:



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RED INDICATORS

Stop Engine - indicates critical engine fault

Air Filter Restricted - indicates excessive engine air intake restriction

Park Brake - indicates parking brake is set

Seat Belt - indicates a seat is occupied and corresponding seat belt remains unfastened

Low Coolant - indicates critically low engine coolant

Cab Tilt Lock - indicates the cab tilt system locks are not engaged.

AMBER INDICATORS

Malfunction Indicator Lamp (MIL) - indicates an engine emission control system fault

Check Engine - indicates engine fault

Check Transmission - indicates transmission fault

Anti-Lock Brake System (ABS) - indicates anti-lock brake system fault

High exhaust system temperature – indicates elevated exhaust temperatures

Water in Fuel - indicates presence of water in fuel filter

Wait to Start - indicates active engine air preheat cycle

Windshield Washer Fluid – indicates washer fluid is low

DPF restriction - indicates a restriction of the diesel particulate filter

Regen Inhibit-indicates regeneration of the DPF has been inhibited by the operator

Range Inhibit - indicates a transmission operation is prevented and requested shift request may not occur.

SRS - indicates a problem in the supplemental restraint system

Check Message - indicates a vehicle status or diagnostic message on the LCD display requiring attention.

GREEN INDICATORS

Left and Right turn signal indicators

ATC - indicates low wheel traction for automatic traction control equipped vehicles, also indicates mud/snow mode is active for ATC system

High Idle - indicates engine high idle is active.

Cruise Control - indicates cruise control is enabled

OK to Pump - indicates the pump is engaged and conditions have been met for pump operations

Pump Engaged - indicates the pump transmission is currently in pump gear

Auxiliary Brake - indicates secondary braking device is active

BLUE INDICATORS

High Beam indicator

AUDIBLE ALARMS

Air Filter Restriction

Cab Tilt Lock

Check Engine

Check Transmission

Open Door/Compartment

High Coolant Temperature

High or Low System Voltage



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High Transmission Temperature
Low Air Pressure
Low Coolant Level
Low DEF Level
Low Engine Oil Pressure
Low Fuel
Seatbelt Indicator
Stop Engine
Water in Fuel
Extended Left/Right Turn Signal On
ABS System Fault

BACKLIGHTING COLOR

The instrumentation gauges and the switch panel legends shall be backlit using red LED backlighting.

RADIO

A Jensen radio with weather band, AM/FM stereo receiver, compact disc (CD) player, and four (4) speakers shall be installed in the cab. The radio shall include rear RCA input pigtail connector, satellite radio capability, and a covered front auxiliary mini stereo input with iPod ready USB jack. The CD player shall be compatible with CD-R, CD-RW and MP3 format discs. The radio shall be installed in the right hand overhead position. The speakers shall be installed inside the cab with two (2) speakers recessed within the headliner of the front of the cab just behind the windshield and two (2) speakers on the upper rear wall of the cab.

AM/FM ANTENNA

A small antenna shall be located on the right hand side of the cab roof for AM/FM and weather band reception.

CAMERA

An Audiovox Voyager heavy duty rearview camera system shall be supplied. One (1) box shaped camera shall be shipped loose for OEM installation in the body to afford a clear view of the rear of the vehicle and two (2) cameras with a teardrop shaped chrome plated housings shall be mounted on the left and right side of the cab below the windshield ahead of the front door at approximately the same level as the cab door handle. The side cameras shall afford a clear view of the area each side of the vehicle.

The cameras shall be wired to dual Weldon Vista displays which shall be located on the left and right sides of the dash. The rear camera shall activate when the transmission is placed in reverse and the side cameras shall activate with the respective side turn signal. Each camera shall also be activated by a button on the Vista displays.



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CAB EXTERIOR PROTECTION

The cab face shall have a removable plastic film installed over the painted surfaces to protect the paint finish during transport to the body manufacturer. The rear wall shall also include a removable plastic film installed on the exterior surface of the cab to protect the finish during transport.

FIRE EXTINGUISHER

A 2.50 pound D.O.T approved fire extinguisher with BC rating shall be shipped loose with the cab.

ROAD SAFETY KIT

The cab and chassis shall include one (1) emergency road safety triangle kit.

DOOR KEYS

The cab and chassis shall include a total of four (4) door keys for the manual door locks.

WARRANTY

Summary of Warranty Terms:

THE FOLLOWING IS SUMMARY OF WARRANTY TERMS FOR INFORMATION ONLY. THE ACTUAL LIMITED WARRANTY DOCUMENT, WHICH IS ATTACHED TO THIS OPTION, CONTAINS THE COMPLETE STATEMENT OF THE SPARTAN MOTORS USA LIMITED WARRANTY. SPARTAN'S RESPONSIBILITY IS TO BE ACCORDING TO THE TERMS OF THE COMPLETE LIMITED WARRANTY DOCUMENT.

The chassis manufacturer shall provide a limited parts and labor warranty to the original purchaser of the custom built cab and chassis for a period of twenty-four (24) months, or the first 36,000 miles, whichever occurs first. The warranty period shall commence on the date the vehicle is delivered to the first end user.

CHASSIS OPERATION MANUAL

There shall be two (2) digital copies of the chassis operation manual provided with the chassis. The digital data shall include a parts list specific to the chassis model.

ENGINE AND TRANSMISSION OPERATION MANUALS

The following manuals specific to the engine and transmission models ordered will be included with the chassis in the ship loose items:

- (1) Hard copy of the Engine Operation and Maintenance manual with digital copy
- (1) Digital copy of the Transmission Operator's manual
- (1) Digital copy of the Engine Owner's manual



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CAB/CHASSIS AS BUILT WIRING DIAGRAMS

The cab and chassis shall include two (2) digital copies of wiring schematics and option wiring diagrams.

PAINT CONFIRMATION

There shall be a paint confirmation letter sent to the body manufacturer with paint spray outs to confirm the cab primary paint color or primary and secondary paint color as specified by the paint options.

CAB TO AXLE DIMENSION

Cab to axle will be 150.5".

CHASSIS MODIFICATIONS

LUBRICATION AND TIRE DATA PLATE

A permanent label in the driving compartment shall specify the quantity and type of the following fluids used in the vehicle and tire information:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Pump transmission lubrication fluid . . (if applicable)
- Pump priming system fluid, if applicable . . (if applicable)
- Drive axle(s) lubrication fluid
- Air conditioning refrigerant . . (if applicable)
- Air conditioning lubrication oil . . (if applicable)
- Power steering fluid
- Cab tilt mechanism fluid . . (if applicable)
- Transfer case fluid . . (if applicable)
- Equipment rack fluid (if applicable)
- CAFS air compressor system lubricant . . (if applicable)
- Generator system lubricant . . (if applicable)
- Front tire cold pressure
- Rear tire cold pressure
- Maximum tire speed ratings



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VEHICLE DATA PLATE

A permanent label in the driving compartment which indicates the following:

- Filter part numbers for the;
 - Engine
 - Transmission
 - Air
 - Fuel
- Serial numbers for the;
 - Engine
 - Transmission
- Delivered Weights of the Front and Rear Axles
- Paint Brand and Code(s)
- Sales Order Number

OVERALL HEIGHT, LENGTH DATA PLATE (US)

The fire apparatus manufacturer shall permanently affix a high-visibility label in a location visible to the driver while seated.

The label shall show the height of the completed unequipped vehicle in feet and inches (meters), the length of the completed vehicle in feet and inches (meters to nearest 1/10th), and the GVWR in tons (metric tons).

Wording on the label shall indicate that; "The information shown was current when the apparatus was manufactured. If the overall height changes while the vehicle is in service, the fire department must revise that dimension on the plate".

PERSONNEL CAPACITY

A label that states the number of personnel the vehicle is designed to carry shall be located in an area visible to the driver.

SEAT BELT WARNING - FAMA06/07

A safety sign FAMA06 shall be visible from each seat that is not equipped with occupant restraint and therefore not intended to be occupied while the vehicle is in motion.

A safety sign FAMA07, which warns of the importance of seat belt use, shall be visible from each seat that is intended to be occupied while the vehicle is in motion.

EQUIPMENT MOUNTING FAMA10

A safety sign FAMA10, which warns of the need to secure items in the cab, shall be visible inside the cab.



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FIRE SERVICE TIRES - FAMA12

A safety sign FAMA12, which warns of the special requirements for fire service-rated tires, shall be visible to the driver entering the cab of any apparatus so equipped.

HELMET WARNING - FAMA15

A safety sign FAMA15, which warns not to wear helmets while the vehicle is in motion, shall be visible from each seat that is intended to be occupied while the vehicle is in motion.

CLIMBING METHOD - FAMA23

A safety sign FAMA23, which warns of the proper climbing method, shall be visible to personnel entering the cab and at each designated climbing location on the body.

REAR STEP CROSSWALK WARNING - FAMA24

A safety sign FAMA24, which warns personnel not to ride on the vehicle, shall be located at the rear step areas and at any cross walkways.

FINAL STAGE MANUFACTURER VEHICLE CERTIFICATION

A final stage manufacturer vehicle certification label shall be provided and installed in the driver cab door jamb area.

FRONT BUMPER

The front bumper shall be as provided by the cab/chassis manufacturer. No other alteration or modifications are required to extension length.

BUMPER GRAVEL SHIELD

The front bumper extension shall have a 3/16" NFPA compliant aluminum tread plate gravel shield. The gravel shield shall cover the full width of the front bumper to the front of the cab and the full height of the bumper on each end.

RESCUE BUMPER COMPARTMENT

The front bumper shall have a minimum 28" extension with a full width equipment storage compartment.

A 6.5" high single lid shall be fabricated from 1/8" NFPA compliant aluminum tread plate with stainless steel hinges, chrome lift handle, two (2) rubber "T-handle" type latches, and two (2) gas shock type hold open devices, one (1) at each end. A "Not a Step" label shall be provided on outer lid surface.



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Bumper compartment shall have two (2) OnScene 36" Access LED lights mounted to light inside the compartment area to provide a minimum of 2 fc (20 lx) at any location on the floor of the compartment without any equipment in the compartment. Light shall be automatically activated when door is opened. A flashing warning light signal shall be provided indicating when parking brake is released that a compartment door is not in a closed position as required by NFPA 1901.

The following shall be located in the bumper:

GROUND LIGHTS

There shall be two (2) OnScene 8" Access LED lights installed below bumper capable of providing illumination at a minimum level of 2 fc (20 lx) on ground areas within 30 in. (800 mm) of the edge of the vehicle in areas designed for personnel to climb onto or descend from the vehicle to the ground level.

Lighting shall be switchable but activated automatically when the vehicle park brake is set.

MOTOR DRIVEN SIREN

There shall be a Federal model Q2BP motor driven streamlined rotary siren with chrome plated grill and housing, pedestal mounted on extended front bumper. The siren shall be wired through the master warning light switch, and properly wired with heavy copper cable for minimum voltage drop.

The siren shall be located on the streetside of the front bumper.

The siren brake shall be installed by the cab/chassis manufacturer.

SIREN ACTIVATION

The siren activation shall be provided by cab/chassis manufacturer.

CHROME BELL

A chrome plated bell shall be supplied and mounted on the curbside of the front bumper extension with a pull cord in the cab.

FRONT TOW PROVISIONS

The front tow provisions shall be supplied and installed by the cab/chassis manufacturer.

AIR INTAKE SYSTEM

An air filter shall be provided in the engine's air intake system by the customer cab/chassis manufacturer.

Air inlet restrictions shall not exceed the engine manufacturer's recommendations.



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The air inlet shall be equipped with a means of separating water and burning embers from the air intake system.

This requirement shall be permitted to be achieved by either of the following methods:

- 1) Provision of a device such that burning particulate matter larger than 0.039 in. (1.0 mm) in diameter cannot reach the air filter element.
- 2) Provision of a multi screen ember separator capable of meeting the test requirements defined in the Parker Hannafin, Racor Division, publication LF 1093-90, *Ember Separation Test Procedure*, or an equivalent test.

EXHAUST

The exhaust system shall be as provided by cab/chassis manufacturer. The tailpipe may require some modifications for proper ground clearances and fit with body.

The exhaust piping and discharge outlet shall be located or shielded so as not to expose any portion of the vehicle or equipment to excessive heating.

Exhaust pipe discharge shall be directed away from any operator's position or entry doors on body.

Where parts of the exhaust system are exposed so that they are likely to cause injury to operating personnel, protective guards shall be provided.

DOCKING STATION(S)

There shall be one (1) Havis model LPS-101 laptop charger provided and installed on rear of the engine tunnel. The charger shall be installed per manufacturer's requirements and wired battery direct for proper 12 volt power and ground.

12 VDC FUSE BLOCK

There shall be two (2) Blue Sea Systems 100 amp ST Series blade type fuse block with screw type terminals for both positive and negative buss with cover provided for distribution of up to six (6) 30 amp, 12 VDC circuits. Fuse block shall be located per required circuits and be protected from damage.

The terminal blocks shall be located on the rear edge of the engine tunnel under the mounting platform and under the rear forward facing seat box located in such a manner that is it easy to access.



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FIVE (5) POSITION ANTENNA RAIL

Two (2) radio antenna rail(s) shall be provided and installed on roof of vehicle. Each rail be constructed of aluminum, forming a two piece box design. The top section shall be removable for easy access to the individual antenna wiring. Five (5) antenna bases shall be provided and installed in each rail. Each antenna base shall include enough cable to reach radio location plus a service loop of at least 10' of LMR195 flexible communications cable. The antenna wiring shall enter the vehicle roof at a single point under the end of the rail. The end of each radio antenna shall be routed to radio mounting locations, or as determined by the Avondale Fire and Medical.

Due to the various configurations of antenna whips, the contractor shall provide the antenna base only, and Avondale Fire and Medical shall provide the antenna whip.

Locations as follows;

Drivers side Rail #1

- #1. EPCR antenna (to be routed down streetside "B" pillar and connected to the D/S rear EPCR docking station)
- #2. Mobile 150 antenna (to be connected to the dual band mobile radio behind the officers seat).
- #3. Mobile 800 (to be terminated at the center cab dash)
- #4. SPARE #4 (to be routed down the streetside "B" pillar and terminate in the center of cab dash/console).
- #5. SPARE #5, (to be routed down the streetside "B" pillar and terminate in the center of cab dash/console).

Passenger side Rail #2

- #6. AVL-Antenna (to be routed down curb-side "B" pillar to behind officer's seat)
- #7. AVL Puck (to be routed down curb-side "B" pillar to behind officer's seat) *F.D. to provide the two (2) AVL Puck Antennas.
- #8. Mobile 150 (to be terminated at the center cab dash) .
- #9. To be determined.
- #10. To be determined.

PAINT ANTENNA RAIL

Antenna rail shall be provided with a powder coat paint finish, white color.

SEAT BELT COLOR

Section 14.1.3.3 of the NFPA 1901 Standards, requires all seat belt webbing in cab to be bright red or bright orange in color, and the buckle portion of the seat belt shall be mounted on a rigid or semi rigid stalk such that the buckle remains positioned in an accessible location.



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SEAT BELT WEB LENGTH - CUSTOM CAB

Sections 14.1.3.2 and 14.1.3.3 of the NFPA 1901 standards, require the effective seat belt web length for a Type 1 lap belt for pelvic restraint to be a minimum of 60", and a Type 2 pelvic and upper torso restraint-style seat belt assembly to be a minimum of 110".

The chassis seat belt web length as supplied by the custom chassis manufacturer shall be compliant to NFPA Standards 14.1.3.2 and 14.1.3.3.

SEAT BELT / VDR SYSTEM - CUSTOM CAB

The seat belt warning and vehicle data recorder systems shall be provided by the cab/chassis manufacturer.

ENGINE TUNNEL ACCESSORY PLATFORM

There will be a 3/16" smooth aluminum deck painted gray with a hammer tone finish located on top of the engine tunnel. The platform will extend from the bottom edge of the center switch panel to the map box of the engine tunnel. The platform will be mounted to that it provides a level surface for Avondale Fire and Medical supplied items.

The platform will feature two (2) cup holders, one each side within easy reach of the of the front seats and match the last fire engine.

MAP BOX

There shall be an open top map box provided in the cab. The map box shall be securely fastened to the cab interior per NFPA 1901 standards. The map box shall be fabricated of 1/8" smooth aluminum and painted with a gray textured powder coat paint finish for durability and finished appearance and be made as deep as possible based on the interior configuration.

The map box shall include two (2) cup holders, one (1) each side with a small storage bin between the cup holders.

There shall be two (2) glove boxes attached to the map box, one (1) each side with a hinged lift up cover.

- There shall be one (1) OnScene Solutions cargo straps provided to secure the stored equipment.

CUP HOLDERS

There shall be two (2) cup holders located one (1) at each rear cab corners approximately 18" from the floor for the forward facing crew seats, within easy reach of forward facing crew positions while seated.

There shall be one (1) additional cup holder located on the officers side of the dash adjacent to the A-pillar.



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CREW STORAGE BINS

There shall be two (2) storage bins located on the back wall of the cab, one (1) on each side of the rear forward facing seats. The bottom of the bins shall be even with the bottom of the rear wall vinyl cover.

The bins shall be approximately 4" x 8" x 4". Each bin shall be equally divided into two sections.

The bins shall be fabricated from smooth aluminum with a gray textured powder coat paint finish for durability and finished appearance.

TRASH CAN HOLDER

There shall be a trash can holder provided and installed behind the drivers seat. The trash can holder shall be fabricated from smooth aluminum with a gray textured powder coat paint finish for durability and finished appearance.

EMS MASK HOLDER

There shall be an EMS mask holder provided and installed between the forward facing crew seats. The EMS mask holder shall be fabricated from smooth aluminum with a gray textured powder coat paint finish for durability and finished appearance.

VEST HOLDERS/GEAR HOOKS

Vest holders shall be provided on front cab doors and total of ten (10) gear hooks shall be provided inside cab. Exact mounting locations and arrangement shall be determined at the Pre-Construction meeting.

TIRE PRESSURE VISUAL INDICATORS

The tire pressure visual indicators shall be supplied by the cab and chassis manufacturer.

HELMET STORAGE, DRIVING AREA

Two (2) OnScene Solutions Talon model helmet storage bracket(s) shall be provided and installed in the cab driving area. The helmet mounting will comply with the 9G NFPA requirements. If cab is specified with air bags, the helmet bracket(s) will be mounted clear of the deployment area.

- Two (2) helmet bracket(s) shall be mounted overhead on the driver and officer sides of the raised roof slope of the cab.



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HELMET STORAGE, CREW AREA

Two (2) OnScene Solutions Talon model helmet storage bracket(s) shall be provided and installed in the rear crew area. The helmet mounting will comply with the 9G NFPA requirements. If cab is specified with air bags, the helmet bracket(s) will be mounted clear of the deployment area.

- Two (2) helmet bracket(s) shall be mounted on the rear wall area adjacent to seating. Mounting shall not interfere with air bag systems, if specified.

CAB CRASH TEST CERTIFICATION

A cab crash test certification from the fire apparatus manufacturer shall be provided with the equipment. A copy of this certification shall be included with the bid.

NOTE: There shall be no exception to any portion of the cab integrity certification requirements. Nonconformance shall lead to immediate rejection of bid.

The certification shall state that the cab does meet or exceed the requirements below:

- 1) European Occupant Protection Standard ECE Regulation No. 29.
- 2) SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks.

CAB MIRRORS, DRIVER ADJUSTABLE

Section 14.3.5 of the NFPA 1901 Standards, 2009 edition, requires all primary rear view mirrors used by the driver to be adjustable from the driver's position.

TOE KICK TRIM PROTECTION

A total of six (6) brushed stainless steel toe kick protection panels shall be provided in the following locations:

- One (1) on the face of the rear cab forward facing seat box
- One (1) on all the surface area below and to the right of the officer's glove box
- Four (4) panels and a 1" x 1" angle on the top of the glove box
- Two (2) panels installed to the underside of the seat cushion on the flip up seats.

HUB AND NUT COVERS

Front and rear wheels shall be provided with stainless steel hub caps and wheel nut covers.

MUDFLAPS

There shall be 1/4" rubber mudflaps provided and installed behind each set of tires to prevent throwing road debris and lower road spray.



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AIR BRAKE SYSTEM QUICK BUILD-UP

The air brake quick build-up system shall be supplied from the cab/chassis manufacturer.

The quick buildup system shall provide sufficient air pressure so that the apparatus has no brake drag and is able to stop under the intended operating conditions following the 60-second buildup time.

ROAD EMERGENCY SAFETY KIT

The DOT required reflective triangles, warning flares, and fire extinguisher shall be provided by cab and chassis supplier.

CAB INTERIOR CABINET - CURBSIDE OVERHEAD

There shall be one (1) overhead cabinet(s) provided on interior. Cabinet(s) shall be constructed of 1/8" smooth finish aluminum, and painted with a dark gray hammer tone powder coat paint finish for a hard durable surface. Each cabinet shall be approximately 14" high x 14" deep, length to best fit the designated area. If cab is specified with air bags, the interior cabinet(s) will be mounted clear of the deployment area.

- Cargo netting of 2" nylon webbing shall be provided over cabinet opening with easy release dowel style securement at top.

CAB INTERIOR CABINET - STREETSIDE OVERHEAD

There shall be one (1) overhead cabinet(s) provided on interior. Cabinet(s) shall be constructed of 1/8" smooth finish aluminum, and painted with a dark gray hammer tone powder coat paint finish for a hard durable surface. Each cabinet shall be approximately 14" high x 14" deep, length to best fit the designated area. If cab is specified with air bags, the interior cabinet(s) will be mounted clear of the deployment area.

- Cargo netting of 2" nylon webbing shall be provided over cabinet opening with easy release dowel style securement at top.

FUEL FILL

There shall be one (1) fuel fill door located in the streetside exterior wheel well panel, behind the rear axle. The fill door shall be fabricated from brushed stainless steel. There shall be a permanent label with the text "DIESEL FUEL ONLY" located adjacent to the fuel fill access.

BODY DESIGN

The importance of public safety associated with emergency vehicles requires that the construction of this vehicle meet the following specifications. These specifications are written to establish the minimum level of quality and design. All Bidders shall be required to meet these minimum requirements.



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It is the intent of these specifications to fully describe the requirements for a custom built emergency type vehicle. In order to extend the expected service life of this vehicle, the body module shall be removable from the chassis frame and be capable of being installed on a new chassis.

The sheet metal material requirements, including alloy and material thickness, throughout the specifications are considered to be a minimum. Since such materials are available to all Manufacturers, the material specifications shall be strictly adhered to.

The fabrication of the body shall be formed sheet metal. Formed components shall allow the Avondale Fire and Medical to have the body repaired locally in the case where any object has struck the body and caused damage. The use of proprietary extrusions will prevent the Avondale Fire and Medical from such repair and shall NOT be used. All fabricated body components to be cut by a laser or water-jet for superior cut edge quality.

Following construction of the subframe, which supports the apparatus body, the sheet metal portion of the body shall be built directly on the subframe. The joining of the subframe and body shall be of a welded integral construction.

The sheet metal fabrication of the body shall be performed using inert gas continuous feed welders only. The entire body shall be welded construction. The use of pop rivets in any portion of structural construction may allow premature failure of the body structure. Therefore, pop rivets shall NOT be used in the construction of the structural portions of the body. This includes side body sheets, inner panels of compartment doors, and any other structural portions of the body.

EXTERIOR ALUMINUM BODY

The fabrication of the body shall be constructed from aluminum 3003H-14 alloy smooth plate. This shall include compartment front panel, vertical side sheets, side upper rollover panels, rear panels and compartment door frames.

The body compartment floors and exterior panels shall be constructed with not less than 3/16" (.187) aluminum 3003H-14 smooth plate. Interior compartment dividing walls shall be constructed with not less than 1/8" (.125) aluminum 3003H-14 smooth plate. Lighter gauge sheet metal will not be acceptable in these areas, No Exceptions.

The front and rear corners of body shall be formed as part of the front or rear body panels. This provides a stronger body corner and finished appearance. The use of extruded corners, or caps will not be acceptable, No Exceptions.

The door side frame openings shall be formed "C" channel design. An electrical wiring conduit raceway running the full length of exterior compartments shall be provided. This raceway shall contain all 12 volt wiring running to the rear of the apparatus, permitting easy accessibility to wiring.

Individual compartment modules, with dead air space voids between compartments, will not be an acceptable method of compartment construction.

The compartments shall be an integral part of the body construction. Compartment floors from front of body to ahead of rear axle, also from rear axle to rear of body shall be single one-piece sections. Compartment floors shall be preformed, then positioned in body and welded into final position.



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Compartment floors shall have a "sweep-out" design with door opening threshold positioned lower than compartment floor, permitting easy cleaning of compartments. Angles, lips, or door moldings are not acceptable in the base of compartment door opening. One-way rubber drain valves shall be provided in compartment floors so that a water hose may be used to flush-out compartment area.

All exterior seams in sheet metal below frame, and around the rear wheel well area shall be welded and caulked to prevent moisture from entering the compartments. All other interior seams and corners shall be sealed with silicone based caulk prior to painting.

Only stainless steel bolts, nuts, and sheet metal screws shall be used in mounting exterior trim, hardware and equipment.

Exterior compartments shall have louvers in lower back wall of compartment for ventilation.

DRIP RAILS

The body shall have drip rails over the side full height compartments. The drip rails shall be formed into the upper body panels providing a ridged lower panel and a flat upper body panel surface. The use of mechanically fastened, taped or glued on drip rails will not be acceptable, No Exceptions.

ROOF CONSTRUCTION

The roof shall be integral with the body and shall be all welded construction. The roof of the body shall not be less than 3/16" aluminum 3003H-14 alloy NFPA nonskid compliant tread plate, fully and continuously welded. The roof shall be reinforced with 2" x 2" x 1/4" aluminum tubing running the full width of the body. A 2" rounded radius shall be provided along the body sides.

BODY SUBFRAME

The chassis frame rails shall be fitted with 1/4" custom extruded UHMW polyethylene rail cap to isolate the body frame members from direct contact with chassis frame rails.

The body subframe shall be constructed from 6061T6 aluminum alloy tubing. Subframe shall consist of two (2) 2" x 6" x 1/4" aluminum tubes, the same width as the chassis frame rails, NO EXCEPTION. Welded to this tubing shall be cross members of 2" x 6" x 1/4" aluminum. These cross members shall extend the full width of the body to support the compartments. Cross members shall be located at front and rear of the body, below compartment divider walls, and in front and rear of wheel well opening. Additional aluminum cross members shall be located on 16" centers, or as necessary to support walkway or heavy equipment.

To form the frame, the tubing shall be beveled and welded at each joint using 5356 aluminum alloy welding wire.



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BODY MOUNTING

The body subframe shall be fastened to the chassis frame with a minimum of six (6) spring loaded body mounts. Each mount shall be configured using a two-piece encapsulated slide bracket. The two (2) brackets shall be fabricated of heavy duty 1/4" thick steel and shall have a powder coat finish to prevent any corrosion. Each mounting assembly shall utilizing two (2) 3/4" diameter x 6" long grade 8 bolts and two (2) heavy duty springs. The assembly design shall allow the body and subframe to act as one (1) component, separate from the chassis. As the chassis frame twists under driving conditions, the spring mounting system shall eliminate any stress from being transferred into the body. The spring loaded body mounts shall also prevent frame side rail or body damage caused by unevenly distributed stress and strains due to load and chassis movement.

Body mountings that do not allow relief from chassis movement will not be acceptable.

10" REAR STEP BUMPER

The full width rear bumper shall be constructed from 2" x 2" x 1/4" aluminum tubing frame and covered with 3/16" NFPA compliant aluminum tread plate. The bumper shall extend from the rear vertical body panel 10" and provide a rear step with a minimum of 1/2" space at body for water drainage.

REAR TOW EYES

There shall be two (2) heavy duty rear mounted tow eyes securely attached to the body subframe, below body. The tow eyes shall be fabricated from 3/4" thick steel plate with a 3" diameter opening. Tow eyes shall have a black powder coat finish.

GROUND LIGHTS

There shall be two (2) OnScene 8" Access LED lights installed below bumper capable of providing illumination at a minimum level of 2 fc (20 lx) on ground areas within 30 in. (800 mm) of the edge of the vehicle in areas designed for personnel to climb onto or descend from the vehicle to the ground level.

Lighting shall be switchable but activated automatically when the vehicle park brake is set.

WHEEL WELL EXTERIOR PANEL

The exterior panel of the body wheel well enclosure shall be constructed from 3/16" smooth aluminum panels.

STAINLESS STEEL BODY FENDERS

The body wheel well openings shall be provided with round radius, polished stainless steel fenderettes. The fenderettes shall be bolted and easily replaceable if damaged. The fenderettes shall be installed using a rubber gasket to reduce buildup of moisture and/or debris.



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WHEEL WELL LINERS

The wheel wells shall be provided with an easily removable polymer, circular inner fender liner. The inner liner shall be bolted to the wheel well with stainless steel bolts and spaced away from the wheel well so the liner will not accumulate dirt or water.

SCBA CYLINDER COMPARTMENTS

There shall be three (3) SCBA cylinder storage compartments located, two (2) on the curbside, and one (1) on the streetside of rear wheel well area. Each compartment shall be capable of storing two (2) SCBA (60 min.) cylinders. Each compartment shall have a vertical hinged stainless steel aluminum door with a positive catch latch and painted primary lower body color. Each compartment shall allow the storage of an SCBA cylinder or a fire extinguisher up to 7-3/4" in diameter x 24" deep. The door shall activate the "Hazard Warning Light" in the cab when not in the closed position.

BODY PAINT SPECIFICATIONS

BODY PAINT PREPARATION

After the body and components have been fabricated they shall be disassembled so when vehicle is complete there shall be finish paint beneath the removable components. The body shall be removed from chassis during the paint process to insure proper paint coverage. The body and components shall be metal finished as follows to provide a superior substrate for painting.

The exterior (and interior, if painted) body shall undergo a thorough cleaning process starting with a biodegradable phosphoric acid solution to begin the etching process followed by a complete clear water rinse. The next step shall consist of a chemical conversion coating applied to seal the metal substrate and become part of the metal surface for greater film adhesion.

All bright metal fittings, if unavailable in stainless steel or polished aluminum, shall be chrome plated. Iron fittings shall be copper under plated prior to chrome plating.

PAINT PROCESS

The paint process shall follow the strict standards set forth by PPG Industries guidelines. Painters applying PPG products will be PPG Certified Commercial Technicians, and re-certified every two (2) years. The body shall go through the following paint process;

- 1) Clean bare metal with a wax and grease remover using low lint rags.
- 2) Inspect, straighten, and hammer high points, grind all seams, sharp edges, and welds. DA sand entire paintable surfaces using 24-180 grit dry paper. Plastic fill all low spots and DA sand fill areas using 36-180 grit dry paper. Apply pinhole filler and DA sand areas using 80-180 grit dry paper.
- 3) Re-clean bare metal using a wax and grease remover and low lint rags.



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- 4) Within 24 hours, a PPG Delfleet® epoxy color primer with proper hardener for corrosion resistance using a pressure pot spray gun and applying 2-5 full wet coats or 1.5-8.0 dry mils max. achieving full hiding and allow to air dry 60 minutes @ 70°F or bake for 45 minutes @ 140°F degree.
- 5) Inspect, putty fill, and dry guild coat entire body surface and DA sand using 180-400 grit dry paper.
- 6) Re-clean bare metal using a wax and grease remover using low lint rags.
- 7) A PPG Delfleet® primer sealer with proper hardener and thinner shall be sprayed using a pressure pot spray gun and applying 1 full wet coat or 1.0-2.0 dry mils achieving full hiding and allow to flash off in spray booth for minimum of 60 minutes @ 70°F.
- 8) A PPG Delfleet® FBCH basecoat (color) with proper hardener and dry additive shall then be sprayed using a pressure pot set @ 45-60 PSI and achieving full hiding or 1.5-2.0 wet mils and allow to flash off in spray booth 45-60 minutes before applying clearcoat.
- 9) A PPG Delfleet® clearcoat with proper hardener and thinner shall be sprayed using a pressure pot spray gun and applying 2-3 full wet coats or 5.0 wet mils for a uniform gloss and allow to flash off in spray booth 10 minutes and bake for 120-140 minutes @ 125°F (surface temp.).
- 10) After cooling, DA sand heavy orange peel or runs using 1000 grit dry sand paper and final DA sand using 1500-2000 grit dry sand paper. Wipe off all surfaces to remove dust and debris. Buff unit as needed using 3M rubbing compound and a white wool pad and inspect until all sand scratches are removed.
- 11) Polish as needed using 3M Perfect-It-Polish and a black foam pad, repeat as necessary and inspect until all sand scratches are removed.

PAINT - ENVIRONMENTAL IMPACT

The contractor shall meet or exceed all current State (his) regulations concerning paint operations. Pollution control shall include measures to protect the atmosphere, water and soil. PPG Delfleet® Evolution paint shall be free of all heavy metal (lead & chromate) components. Paint emissions from sanding and painting shall be filtered and collected. All paint wastes shall be disposed of in an environmentally safe manner. Solvents used in cleanup operations shall be collected, sent off-site for distillation and returned for reuse.

FASTENERS

Prior to the assembly and reinstallation of exterior components; i.e. warning and DOT lights, handrails, steps, door hardware, and miscellaneous items, a Mylar isolation tape, or gasket shall be used to prevent damage to the finish painted surface. These components shall be fastened to body using either a plastic insert into body metal with stainless steel screws or zinc coated nut-surts into body surface using stainless steel bolts to prevent corrosion from dissimilar metals.

ELECTROLYSIS CORROSION CONTROL

The vehicle shall be assembled using ECK brand or similar corrosion control compound on all high corrosion potential areas.

ECK protects aluminum and stainless steel against electrolytic reaction, isolates dissimilar metals and gives bedding protection for hardware and fasteners. ECK contains anti-seizing lubricant for threads. ECK is dielectric and perfect for use with electrical connectors.



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PAINT FINISH - SINGLE COLOR

The body shall be painted with a single color of PPG Delfleet® Evolution per Avondale Fire and Medical approved paint spray out provided.

A small touch-up bottle of paint shall be provided with completed vehicle.

- Paint Color: Match cab/chassis supplied paint color.

BODY UNDERCOATING

The entire underside of body shall be sprayed with black automotive undercoating. Undercoating shall cover all areas underside of body and wheel well area to help prevent corrosion under the vehicle.

UNDERCOAT WARRANTY

The body undercoating shall have a warranty provided by the manufacturer for the lifetime of the vehicle or twenty (20) years, whichever occurs first. The warranty shall be transferable between vehicle owners. Should the undercoating material applied to the underside of the body and wheel wells of the vehicle ever flake off, peel, chip or crack due to drying out, the damaged area shall be re-sprayed without charge to the vehicle owner.

PAINT WARRANTY

The vehicle shall be provided with a ten (10) year non-prorated warranty to the original owner. Warranty is provided by PPG Inc. A warranty sheet with all conditions and maintenance procedures shall be provided with the delivered vehicle. Pro-rated warranties will not be acceptable.

COMPARTMENT INTERIOR FINISH

The interior of all exterior body compartments shall be a "Maintenance Free" smooth unpainted finish. All body seams shall be finished with a caulk sealant for both appearance and moisture protection.

REFLECTIVE STRIPE REQUIREMENTS

Material

All retroreflective materials shall conform to the requirements of ASTM D4956, *Standard Specification for Retroreflective Sheeting for Traffic Control*, Section 6.1.1 for Type I Sheeting.

All retroreflective materials used that are colors not listed in ASTM D4956, Section 6.1.1, shall have a minimum coefficient of retro-reflection of 10 with observation angle of 0.2 degrees and entrance angle of -4 degrees.



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Any printed or processed retroreflective film construction used shall conform to the standards required of an integral colored film as specified in ASTM D4956, Section 6.1.1.

Minimum Requirements

A retroreflective stripe(s) shall be affixed to at least 50 percent of the cab and body length on each side, excluding the pump panel areas, and at least 25 percent of the width of the front of the vehicle, not including mirrors or other protrusions.

The stripe or combination of stripes shall be a minimum of 4 in. (100 mm) in total width.

The 4 in. (100 mm) wide stripe or combination of stripes shall be permitted to be interrupted by objects (i.e., receptacles, cracks between slats in roll up doors) provided the full stripe is seen as conspicuous when approaching the apparatus.

A graphic design shall be permitted to replace all or part of the required striping material if the design or combination thereof covers at least the same perimeter length(s).

GRAPHICS PROOF

A color graphics proof of the reflective striping layout shall be provided for approval by Avondale Fire and Medical prior to installation. The graphics proof shall be submitted to Avondale Fire and Medical on 8.5" x 11" sheets with front, sides, rear and plan views, each on one (1) sheet. In addition if there is any special art work an additional sheet shall be provided showing all details.

REFLECTIVE STRIPE - CAB SIDE

The reflective stripe material shall be 6" wide, 3M Scotchlite 680 series graphic film.

- This reflective stripe shall be white in color.

There shall be a 1" Scotchlite reflective stripe located 1" above and a second 1" Scotchlite reflective stripe located 1" below the main stripe.

- This reflective stripe shall be gold in color.

REFLECTIVE STRIPE - CAB FRONT

The reflective stripe material shall be 6" wide, 3M Scotchlite 680 series graphic film.

- This reflective stripe shall be white in color.



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There shall be a 1" Scotchlite reflective stripe located 1" above and a second 1" Scotchlite reflective stripe located 1" below the main stripe.

- This reflective stripe shall be gold in color.

REFLECTIVE STRIPE - BODY SIDES

The reflective stripe material shall be 6" wide, 3M Scotchlite 680 series graphic film.

- This reflective stripe shall be white in color.

There shall be a 1" Scotchlite reflective stripe located 1" above and a second 1" Scotchlite reflective stripe located 1" below the main stripe.

- This reflective stripe shall be gold in color.

The stripe shall extend straight from front of cab, then ahead of the rear wheels, it shall form a "Z" shape and extend straight back to the rear of the body.

CHEVRON REFLECTIVE STRIPE - REAR SIDES PANELS

At least 50 percent of the rear-facing vertical surfaces, visible from the rear of the apparatus, excluding any pump panel areas not covered by a door, shall be equipped with retroreflective striping in a chevron pattern sloping downward and away from the centerline of the vehicle at an angle of 45 degrees. Each stripe shall be 6" width.

The rear side panels of the body on each side of a rear stairway or compartment shall have a chevron style reflective stripe, extending from bumper to full body height. Each chevron panel shall be a full sheet and shall have a 3M UV over laminate to protect from UV rays, scene damage, and everyday use. Chevron panel shall have a minimum 10 year warranty for material failure, and colorfastness.

The stripe material shall be 3M Scotchlite 680 series graphic film.

This reflective chevron stripe shall alternate red and yellow in color.

LETTERING

GRAPHICS PROOF

A color graphics proof of the lettering layout shall be provided for approval by Avondale Fire and Medical prior to installation. The graphics proof shall be submitted to Avondale Fire and Medical on 8.5" x 11" sheets with front, sides, rear and plan views, each on one (1) sheet. In addition if there is any special art work an additional sheet shall be provided showing all details.



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The following lettering shall be provided and installed on the completed unit as follows;

SIDE CAB DOOR LETTERING

There shall be sixteen (16) 6" high reflective letters furnished and installed on the vehicle.

- This reflective lettering shall be gold in color.

There shall be twenty four (24) 3" high reflective letters furnished and installed on the vehicle.

- This reflective lettering shall be gold in color.

There shall be eight (8) 11" high reflective letters furnished and installed on the vehicle.

- This reflective lettering shall be gold in color.

UPPER BODY SIDE LETTERING

There shall be thirty two (32) 11" high reflective letters furnished and installed on the vehicle.

- This reflective lettering shall be gold in color.

REAR BODY LETTERING

There shall be twenty (20) 3" high reflective letters furnished and installed on the vehicle.

- This reflective lettering shall be gold in color.

There shall be four (4) 11" high reflective letters furnished and installed on the vehicle.

- This reflective lettering shall be gold in color.

FRONT OF CAB LETTERING

There shall be twenty (20) 3" high reflective letters furnished and installed on the vehicle.

- This reflective lettering shall be gold in color.



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CAB ROOF LETTERING

There shall be thirteen (13) 11" high reflective letters furnished and installed on the vehicle. The lettering shall state:

"AVONDALE"

"XXXXX" (5 digit unit number TBD)

- This reflective lettering shall be white in color.

SUPPLIED DECALS

The bidder shall install four (4) Avondale Fire and Medical supplied decal(s) on the vehicle, located .

EXTERIOR COMPARTMENT DOORS

ROLL-UP DOOR CONSTRUCTION - ROBINSON (ROM)

The vehicle shall be equipped with R•O•M Series IV roll-up exterior compartment doors. The R•O•M roll-up doors shall be complete with the following features;

Each shutter slat, track, bottom rail, and drip rail shall be constructed from anodized 6063 T6 aluminum. Shutter slats shall feature a double wall extrusion 0.315" thick with a concave interior surface to minimize loose equipment jamming the shutter door closed. Shutter slats shall feature an interlocking end shoe to prevent side to side binding of the shutter door during operation. Slat must have interlocking joints with an inverted locking flange. Slat inner seal shall be a one piece PVC extrusion; seal design will be such to prevent metal to metal contact while minimizing dirt and water from entering the compartment.

Shutter door track shall be one piece design with integral overlapping flange to provide a clean finished look without the need of caulk. Door track shall feature an extruded Santoprene rubber double lip low profile side seal with a silicone co-extruded back to reduce friction during shutter operation.

Shutter bottom rail shall be a one piece double wall extrusion with integrated finger pull. Finger pull shall be curved upward with a linear striated surface to improve operator grip while operating the shutter door. Bottom rail shall have a smooth contoured interior surface to prevent loose equipment from jamming the shutter door. Bottom rail seal shall be made from Santoprene; it will be a double "V" seal to prevent water and debris from entering compartment. Bottom rail lift bar shall be a one piece "D" shaped aluminum extrusion with linear striations to improve operator grip during operation. Lift bar shall have a wall thickness of 0.125". Lift bar shall be supported by no less than two pivot blocks; pivot blocks shall be constructed from Type 66 Glass filled reinforced nylon for superior strength. Bottom rail end blocks shall have incorporated drain holes which will allow any moisture that collects inside the extrusion to drain out.

Shutter door shall have an enclosed counter balance system. Counter balance system shall be 4" in diameter and held in place by two (2) heavy duty 18 gauge zinc plated plates. Counter balance system shall have two (2) over-molded rubber guide wheels to provide a smooth transition from vertical track to counter balance system; no foam material of any kind shall be permitted or used in this area.



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ROM DOOR BOTTOM RAIL

All exterior compartment doors shall have the standard 3.0" tall bottom rail extrusion for easy one (1) hand opening and closing.

The specified retroreflective stripe material shall be applied on the roll-up compartment doors. The stripe shall be precision machine cut for each door slat of the roll-up doors. Under no circumstance will the stripe material be cut on roll-up door surface.

BODY HEIGHT MEASUREMENTS

The vertical body dimensions shall be as follows:

AHEAD OF REAR AXLE

	<u>Description</u>	<u>Dimension</u>
A	Bottom of Subframe to Top of Body	88.7"
B	Bottom of Subframe to Bottom of Body	22.5"
C	Total Body Height	111.2"
D	Compartment Height Above Frame	48.0"
E	Compartment Height Below Frame	25.0"
F	Vertical Door Opening - (Full Height Compartment):	
	-with roll-up door	65.0"
	-with hinged door	68.5"
G	Vertical Door Opening (Below Frame Compartment):	
	-with hinged door	19.0"

ABOVE REAR AXLE

	<u>Description</u>	<u>Dimension</u>
H	Vertical Door Opening - Above Rear Wheel	
	-with roll-up door	34.0"
	-with hinged door	37.5"

BEHIND REAR AXLE

	<u>Description</u>	<u>Dimension</u>
I	Bottom of Subframe to Bottom of Body	20.0"
J	Compartment Height Above Frame	48.0"
K	Compartment Height Below Frame	22.5"
L	Vertical Door Opening - (Full Height Compartment):	
	-with roll-up door	62.0"
	-with hinged door	65.5"
M	Vertical Door Opening - (Below Frame Compartment):	
N	-with hinged door	16.5"



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GENERAL

	<u>Description</u>	<u>Dimension</u>
O	Bottom of Drip Rail to Top of Body	38.5"
P	Walk-in Interior Height	78.0" (min.)

(Dimensions are approximate and subject to change during construction or design process.)

BODY WIDTH DIMENSIONS

The walk thru body shall be 100.0" wide, and 102.0" wide at drip rails. Interior compartment depth dimensions shall be approximately:

<u>Area Description</u>	<u>Dimension</u>
Transverse above subframe	95.0" (If specified.)
Compartment depth above subframe	31.0" (To walkway wall.)
Compartment depth below subframe	24.5"
Walkway width	34"



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STREETSIDE COMPARTMENT - FRONT (S1)

The interior useable compartment width shall be approximately 56.5" wide.

The compartment door opening shall be approximately 49.2" wide.

This compartment shall have a R•O•M series IV roll-up door.

- The roll-up door slats and the door track components shall be painted to match the single tone exterior color.
- The door shall be equipped with a CPI harsh environment mechanical type door ajar switch located inside compartment interior lower door track.
- The roll-up doors shall be equipped with an electric power lock system. All doors shall be locked or unlocked with activation from a single switch located in the cab.
- One (1) 1" wide elastic nylon strap shall be provided to assist in closing the compartment door. The strap shall be fastened to the lower left inside door sill with a nickel plated Footman loop secured to back of door. The strap shall extend from door to a nickel plated Footman loop secured to wall or vertical slot of Shelf-Trac on left side of the door opening.
- One (1) aluminum drip pan/door guard shall be provided below door roll area. Drip pan/door guard shall have thumb nuts making it easily removable without tools with a maintenance-free, un-painted finish. A plastic drain line shall be provided on each end of the drip pan to lower door threshold.
- A compartment threshold protection plate shall be installed on the bottom edge of the compartment door opening. The threshold protection shall be fabricated from an aluminum extrusion with an anodized exterior finish.

COMPARTMENT LAYOUT

- There shall be vertically mounted aluminum Shelf-Trac welded to compartment walls for specified component installation. Shelf-Trac extrusion shall have side extruded channels for use in mounting or securing special ancillary items, without need for drilling into body.
- There shall be one (1) bolt-in vertical compartment partition(s) provided dividing the compartment into left and right sides. The vertical partition(s) shall be 3/16" (.188) 3003H-14 alloy smooth aluminum sheet.
 - The above component(s) shall have a smooth un-painted finish.



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- There shall be one (1) transverse module fabricated from 3/16" (.188) 3003H-14 aluminum alloy smooth sheet. The module will be designed for the following long tools and equipment:
 - The list of items to be stored in the transverse module shall be determined at the pre-construction meeting.
 - One (1) Avondale Fire and Medical supplied stokes basket(s). Manufacturer, model number and dimensions of the stokes basket(s) shall be provided during the pre-construction meeting.
- There shall be one (1) OnScene Solutions Velcro cargo straps provided to secure the stored equipment.
- The floor of the compartment above the frame rails shall be extended to the interior edge of the door. The floor shall have a 2" vertical lip and a 1" return to increase strength.
- Two (2) OnScene Access LED, full height compartment lights, vertically mounted.
- The 12 volt electrical distribution panel shall be located in the front lower compartment.



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STREETSIDE COMPARTMENT - AHEAD OF REAR WHEELS (S2)

The interior useable compartment width shall be approximately 56.5" wide.

The compartment door opening shall be approximately 49.2" wide.

This compartment shall have a R•O•M series IV roll-up door.

- The roll-up door slats and the door track components shall be painted to match the single tone exterior color.
- The door shall be equipped with a CPI harsh environment mechanical type door ajar switch located inside compartment interior lower door track.
- The roll-up doors shall be equipped with an electric power lock system. All doors shall be locked or unlocked with activation from a single switch located in the cab.
- One (1) 1" wide elastic nylon strap shall be provided to assist in closing the compartment door. The strap shall be fastened to the lower left inside door sill with a nickel plated Footman loop secured to back of door. The strap shall extend from door to a nickel plated Footman loop secured to wall or vertical slot of Shelf-Trac on left side of the door opening.
- One (1) aluminum drip pan/door guard shall be provided below door roll area. Drip pan/door guard shall have thumb nuts making it easily removable without tools with a maintenance-free, un-painted finish. A plastic drain line shall be provided on each end of the drip pan to lower door threshold.
- A compartment threshold protection plate shall be installed on the bottom edge of the compartment door opening. The threshold protection shall be fabricated from an aluminum extrusion with an anodized exterior finish.

COMPARTMENT LAYOUT

- There shall be vertically mounted aluminum Shelf-Trac welded to compartment walls for specified component installation. Shelf-Trac extrusion shall have side extruded channels for use in mounting or securing special ancillary items, without need for drilling into body.
- There shall be two (2) adjustable shelf/shelves approximately 30" deep. Each shelf shall be fabricated from 3/16" 3003 aluminum sheet with a 2" vertical flange along the front and rear edges.
 - The above component(s) shall have a smooth un-painted finish.



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- There shall be one (1) OnScene Solutions 81 series aluminum tray base with 100% extension, and rating of 1,000 lbs. Slide-out tray(s) base shall be approximately 24" deep and as wide as the compartment layout or door opening permits located below the level of the chassis frame rails. Each slide base shall have a cable operated, spring loaded latch complimented by a large hand opening and red pull handle (Pull to Release) which will lock the tray in the closed and full extension positions. Each tray shall be fabricated from 3/16" 3003 aluminum sheet and shall have welded corners to form a box type tray surface with an internal depth of approximately 3 ½".
 - The above component(s) shall have a smooth un-painted finish.
- The floor of the compartment above the frame rails shall cover the area directly above the frame rails ONLY (non-extended floor).
- Two (2) OnScene Access LED, full height compartment lights, vertically mounted.
- Two (2) 3-1/2" x 3-1/2" black plastic louvered vents shall be provided in the lower compartment.



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STREETSIDE COMPARTMENT - ABOVE REAR WHEELS (S3)

The interior useable compartment width shall be approximately 59.5" wide.

The compartment door opening shall be approximately 52.2" wide.

- This compartment shall have a flush fitting horizontally hinged, drop-down style compartment door. The door exterior shall be painted job color.
- The interior door panel shall have a smooth un-painted aluminum panel.
- The door shall be equipped with a CPI harsh environment mechanical type door ajar switch located inside compartment interior lower door track.
- The hinged door(s) shall have a stainless steel 6" offset bent D-ring handle. A manual key lock and electric lock shall be provided. A gasket shall be placed between handle and door. Door latches shall be a two-point rotary slam, double-catch latch, recessed inside the double panel door with striker plate.
- The hinged door(s) shall have a pair of tailgate style mechanisms to stop the door at 90 degrees. Each door shall be capable of being closed without unlatching.
- A compartment threshold protection plate shall be installed on the bottom edge of the compartment door opening. The threshold protection shall be fabricated from an aluminum extrusion with an anodized exterior finish.

COMPARTMENT LAYOUT

- One (1) OnScene Access LED, full width compartment light mounted at the top of the compartment toward the door opening.



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STREETSIDE COMPARTMENT - REAR (S4)

The interior useable compartment width shall be approximately 64.5" wide.

The compartment door opening shall be approximately 57.2" wide.

This compartment shall have a R•O•M series IV roll-up door.

- The roll-up door slats and the door track components shall be painted to match the single tone exterior color.
- The door shall be equipped with a CPI harsh environment mechanical type door ajar switch located inside compartment interior lower door track.
- The roll-up doors shall be equipped with an electric power lock system. All doors shall be locked or unlocked with activation from a single switch located in the cab.
- One (1) 1" wide elastic nylon strap shall be provided to assist in closing the compartment door. The strap shall be fastened to the lower left inside door sill with a nickel plated Footman loop secured to back of door. The strap shall extend from door to a nickel plated Footman loop secured to wall or vertical slot of Shelf-Trac on left side of the door opening.
- One (1) aluminum drip pan/door guard shall be provided below door roll area. Drip pan/door guard shall have thumb nuts making it easily removable without tools with a maintenance-free, un-painted finish. A plastic drain line shall be provided on each end of the drip pan to lower door threshold.
- A compartment threshold protection plate shall be installed on the bottom edge of the compartment door opening. The threshold protection shall be fabricated from an aluminum extrusion with an anodized exterior finish.

COMPARTMENT LAYOUT

- There shall be vertically mounted aluminum Shelf-Trac welded to compartment walls for specified component installation. Shelf-Trac extrusion shall have side extruded channels for use in mounting or securing special ancillary items, without need for drilling into body.



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- There shall be four (4) slide-out smooth aluminum vertical tool board(s) approximately 30" deep. Each tool board(s) vertical exterior edge shall have a double 90 degree formed edge to provide an easy grip handle. The top and bottom of tool board(s) shall be provided with 24" deep Accuride 9300 series slide tracks. Each board shall be rated for a maximum 200 lbs. evenly distributed load. Each tool board shall utilize a pneumatic cylinder to hold the tool board in both the opened and closed positions.
 - The vertical tool board material shall be 3/16" (.188) 3003H-14 aluminum alloy sheet.
 - The above component(s) shall have a smooth un-painted finish.
 - Each tool board shall be horizontally adjustable; mounted on aluminum shelf Trac on compartment floor.
- There shall be five (5) Zico 1000 series KD-UH walkaway type SCBA air pack bracket(s) with high cycle coated spring clips and angled foot plate (no CRS strap inc.).
- The floor of the compartment above the frame rails shall cover the area directly above the frame rails ONLY (non-extended floor).
- Two (2) OnScene Access LED, full height compartment lights, vertically mounted.
- Two (2) 3-1/2" x 3-1/2" black plastic louvered vents shall be provided in the lower compartment.



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CURBSIDE COMPARTMENT - FRONT (C1)

The interior useable compartment width shall be approximately 56.5" wide.

The compartment door opening shall be approximately 49.2" wide.

This compartment shall have a R•O•M series IV roll-up door.

- The roll-up door slats and the door track components shall be painted to match the single tone exterior color.
- The door shall be equipped with a CPI harsh environment mechanical type door ajar switch located inside compartment interior lower door track.
- The roll-up doors shall be equipped with an electric power lock system. All doors shall be locked or unlocked with activation from a single switch located in the cab.
- One (1) 1" wide elastic nylon strap shall be provided to assist in closing the compartment door. The strap shall be fastened to the lower left inside door sill with a nickel plated Footman loop secured to back of door. The strap shall extend from door to a nickel plated Footman loop secured to wall or vertical slot of Shelf-Trac on left side of the door opening.
- One (1) aluminum drip pan/door guard shall be provided below door roll area. Drip pan/door guard shall have thumb nuts making it easily removable without tools with a maintenance-free, un-painted finish. A plastic drain line shall be provided on each end of the drip pan to lower door threshold.
- A compartment threshold protection plate shall be installed on the bottom edge of the compartment door opening. The threshold protection shall be fabricated from an aluminum extrusion with an anodized exterior finish.

COMPARTMENT LAYOUT

- There shall be vertically mounted aluminum Shelf-Trac welded to compartment walls for specified component installation. Shelf-Trac extrusion shall have side extruded channels for use in mounting or securing special ancillary items, without need for drilling into body.
- There shall be one (1) OnScene Solutions 81 series aluminum tray base with 100% extension, and rating of 1,000 lbs. Slide-out tray(s) base shall be approximately 24" deep and as wide as the compartment layout or door opening permits located below the level of the chassis frame rails. Each slide base shall have a cable operated, spring loaded latch complimented by a large hand opening and red pull handle (Pull to Release) which will lock the tray in the closed and full extension positions. Each tray shall be fabricated from 3/16" 3003 aluminum sheet and shall have welded corners to form a box type tray surface with an internal depth of approximately 3 ½".
 - The above component(s) shall have a smooth un-painted finish.



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- There shall be one (1) bolt-in vertical compartment partition(s) provided dividing the compartment into left and right sides. The vertical partition(s) shall be 3/16" (.188) 3003H-14 alloy smooth aluminum sheet.

The partition shall be located at the rear of the transverse area of the compartment and include vertically mounted aluminum Shelf-Trac on the rearward side.

– The above component(s) shall have a smooth un-painted finish.

- There shall be a transverse storage module which extends from the opposite side of the body (specified in opposite side compartment).
- There shall be two (2) OnScene Solutions Velcro cargo straps provided to secure the stored equipment.
- The floor of the compartment above the frame rails shall cover the area directly above the frame rails ONLY (non-extended floor).
- Two (2) OnScene Access LED, full height compartment lights, vertically mounted.
- The cab tilt control pendant.



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CURBSIDE COMPARTMENT - AHEAD OF REAR WHEEL (C2)

The interior useable compartment width shall be approximately 56.5" wide.

The compartment door opening shall be approximately 49.2" wide.

This compartment shall have a R•O•M series IV roll-up door.

- The roll-up door slats and the door track components shall be painted to match the single tone exterior color.
- The door shall be equipped with a CPI harsh environment mechanical type door ajar switch located inside compartment interior lower door track.
- The roll-up doors shall be equipped with an electric power lock system. All doors shall be locked or unlocked with activation from a single switch located in the cab.
- One (1) 1" wide elastic nylon strap shall be provided to assist in closing the compartment door. The strap shall be fastened to the lower left inside door sill with a nickel plated Footman loop secured to back of door. The strap shall extend from door to a nickel plated Footman loop secured to wall or vertical slot of Shelf-Trac on left side of the door opening.
- One (1) aluminum drip pan/door guard shall be provided below door roll area. Drip pan/door guard shall have thumb nuts making it easily removable without tools with a maintenance-free, un-painted finish. A plastic drain line shall be provided on each end of the drip pan to lower door threshold.
- A compartment threshold protection plate shall be installed on the bottom edge of the compartment door opening. The threshold protection shall be fabricated from an aluminum extrusion with an anodized exterior finish.

COMPARTMENT LAYOUT

- There shall be vertically mounted aluminum Shelf-Trac welded to compartment walls for specified component installation. Shelf-Trac extrusion shall have side extruded channels for use in mounting or securing special ancillary items, without need for drilling into body.
- There shall be one (1) adjustable shelf/shelves approximately 30" deep. Each shelf shall be fabricated from 3/16" 3003 aluminum sheet with a 2" vertical flange along the front and rear edges.
 - The above component(s) shall have a smooth un-painted finish.
- There shall be one (1) MediRedi model 2000-C 6399 drug cooler with WiFi-300 series with 3000 user capability provided and installed in the lower area of the compartment. The cooler shall include a 5 year warranty, be wired battery direct, and include an external power switch with label located high in the compartment.



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- The floor of the compartment above the frame rails shall cover the area directly above the frame rails ONLY (non-extended floor).
- Two (2) OnScene Access LED, full height compartment lights, vertically mounted.
- Two (2) 3-1/2" x 3-1/2" black plastic louvered vents shall be provided in the lower compartment.



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CURBSIDE COMPARTMENT - ABOVE REAR WHEEL (C3)

The interior useable compartment width shall be approximately 59.5" wide.

The compartment door opening shall be approximately 52.2" wide.

- This compartment shall have a flush fitting horizontally hinged, drop-down style compartment door. The door exterior shall be painted job color.
- The interior door panel shall have a smooth un-painted aluminum panel.
- The door shall be equipped with a CPI harsh environment mechanical type door ajar switch located inside compartment interior lower door track.
- The hinged door(s) shall have a stainless steel 6" offset bent D-ring handle. A manual key lock and electric lock shall be provided. A gasket shall be placed between handle and door. Door latches shall be a two-point rotary slam, double-catch latch, recessed inside the double panel door with striker plate.
- The hinged door(s) shall have a pair of tailgate style mechanisms to stop the door at 90 degrees. Each door shall be capable of being closed without unlatching.
- A compartment threshold protection plate shall be installed on the bottom edge of the compartment door opening. The threshold protection shall be fabricated from an aluminum extrusion with an anodized exterior finish.

COMPARTMENT LAYOUT

- One (1) OnScene Access LED, full width compartment light mounted at the top of the compartment toward the door opening.



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CURBSIDE COMPARTMENT - REAR (C4)

The interior useable compartment width shall be approximately 64.5" wide.

The compartment door opening shall be approximately 57.2" wide.

This compartment shall have a R•O•M series IV roll-up door.

- The roll-up door slats and the door track components shall be painted to match the single tone exterior color.
- The door shall be equipped with a CPI harsh environment mechanical type door ajar switch located inside compartment interior lower door track.
- The roll-up doors shall be equipped with an electric power lock system. All doors shall be locked or unlocked with activation from a single switch located in the cab.
- One (1) 1" wide elastic nylon strap shall be provided to assist in closing the compartment door. The strap shall be fastened to the lower left inside door sill with a nickel plated Footman loop secured to back of door. The strap shall extend from door to a nickel plated Footman loop secured to wall or vertical slot of Shelf-Trac on left side of the door opening.
- One (1) aluminum drip pan/door guard shall be provided below door roll area. Drip pan/door guard shall have thumb nuts making it easily removable without tools with a maintenance-free, un-painted finish. A plastic drain line shall be provided on each end of the drip pan to lower door threshold.
- A compartment threshold protection plate shall be installed on the bottom edge of the compartment door opening. The threshold protection shall be fabricated from an aluminum extrusion with an anodized exterior finish.

COMPARTMENT LAYOUT

- There shall be vertically mounted aluminum Shelf-Trac welded to compartment walls for specified component installation. Shelf-Trac extrusion shall have side extruded channels for use in mounting or securing special ancillary items, without need for drilling into body.
- There shall be two (2) adjustable shelf/shelves approximately 30" deep. Each shelf shall be fabricated from 3/16" 3003 aluminum sheet with a 2" vertical flange along the front and rear edges.
 - The above component(s) shall have a smooth un-painted finish.



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- There shall be one (1) 400 lbs. slide-out tray(s) approximately 24" deep and as wide as the compartment layout or door opening permits. The tray top shall be fabricated from 3/16" 3003 aluminum sheet with a 3" vertical lip and welded corners to form a box type tray surface. The sliding tracks shall extend 100% of the slide length. The tray assembly shall utilize a pneumatic cylinder mounted on underside to hold the tray in both the extended and closed positions.
 - The above component(s) shall have a smooth un-painted finish.
- The floor of the compartment above the frame rails shall cover the area directly above the frame rails ONLY (non-extended floor).
- Two (2) OnScene Access LED, full height compartment lights, vertically mounted.
- Two (2) 3-1/2" x 3-1/2" black plastic louvered vents shall be provided in the lower compartment.



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REAR ENTRY DOORS

Access shall be provided to the interior through double doors with a clear door opening width of approximately 28" (without interior door handles) x full height.

Construction of the rear entry doors shall be with 1/8" aluminum exterior smooth plate, the interior door pan shall be constructed from 1/8" aluminum treadplate.

The door shall be hung on full height 14 gauge stainless steel hinge, with a 1/4" stainless steel pin. The hinge shall be bolted to the door and body with stainless steel machine screws at offset 5" centers. The hinge shall be slotted horizontally and vertically for ease of adjustment. A polyester barrier film gasket shall be placed between the stainless steel hinge and door.

Full width padded foam cushion head bumper shall be provided above door opening. The head bumper shall be covered with matching interior vinyl and bolted to interior of door way.

The active latching door shall overlap the non-latching door. The latch mechanism shall include a stainless steel paddle handle on the inside. A polyester barrier film gasket shall be placed between the stainless steel handles and the aluminum door panels. The door latch shall be a double catch two-point safety slam latch recessed inside the double panel door with strike plate mounted top and bottom of door frame complying with FMVSS requirements.

- The hinged door(s) shall have a stainless steel 6" offset bent D-ring handle. A manual key lock and electric lock shall be provided. A gasket shall be placed between handle and door. Door latches shall be a two-point rotary slam, double-catch latch, recessed inside the double panel door with striker plate.

STEP COMPARTMENT(S) - LOWER

There shall be one (1) compartment(s) located in the roof access stairway area below frame level. Each compartment shall have a horizontally hinged brushed stainless steel door with a D-ring handle. Each compartment shall be manufactured to prevent road debris, dirt and moisture from entering the enclosure. Each compartment(s) shall be 33" wide x 12" high x maximum depth based on chassis mounted components and requirements for structural integrity of the body.

Each compartment shall have an OnScene LED light that shall automatically activate when the door is opened and wired to the NFPA required hazard warning light provided in the cab.

- The hinged door(s) shall have a stainless steel 6" offset bent D-ring locking handle. A gasket shall be placed between handle and door. Door latch shall be a single point latch flush mounted to exterior door panel.



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ENTRY HANDRAILS

There shall be four (4) handrails provided at entry door; two (2) 24" vertical on exterior of body, and two (2) 24" on inside of door. The interior handrails shall be angled for optimum use when entering or exiting the body interior area.

Handrails shall be NFPA compliant 1-1/4" knurled 304 stainless steel with welded end stanchions.

WINDOW(S)

There shall be two (2) 12" wide x 22" high non-sliding window(s) installed. Each window shall have tinted automotive type safety glass mounted in an extruded aluminum frame. The frame shall have a black anodized finish.

UPPER BODY COMPARTMENT - STREETSIDE

Above the exterior and below the interior streetside compartments shall be an upper body compartment for storage of long equipment. The compartment shall be integral with the body construction, and will not be bolted or added on modules. The outside walls of compartment will be double walled to prevent equipment from denting the outside painted surface.

Access to the compartment shall be from a rear facing lift-up compartment door. Door shall be fabricated from 3/16" smooth aluminum with full length 14 gauge stainless steel hinge, with 1/4" stainless steel pin, 6" non-locking stainless steel "D" ring handle, and a gas cylinder door holder. A polyester barrier film gasket shall be placed between stainless steel hinge and any dissimilar metals as necessary to prevent corrosion. Door shall overlap body surface to prevent entry of moisture and sealed with automotive type rubber molding to provide a weather resistant seal.

Compartment shall have a flush mounted light near door opening that will be automatically activated when door is opened and wired to compartment door ajar warning light provided in cab.

Devices to secure equipment, compartment dividers, or UHMW plastic angles, or sheeting will be used for storage of specified equipment as required to prevent damage to equipment.

The compartment will be designed to store the following equipment:

- One (1) 24' 2-section ladder(s). Manufacturer, model number of the ladder shall be provided in equipment section of specification, or at pre-construction meeting when provided by Avondale Fire and Medical.
- One (1) 14' roof ladder(s). Manufacturer, model number of the ladder shall be provided in equipment section of specification, or at pre-construction meeting when provided by Avondale Fire and Medical.
- One (1) 10' roof ladder(s). Manufacturer, model number of the ladder shall be provided in equipment section of specification, or at pre-construction meeting when provided by Avondale Fire and Medical.
- Two (2) pike pole(s). Manufacturer, model number of the pike pole shall be provided in equipment section of specification, or at pre-construction meeting when provided by Avondale Fire and Medical.



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PLASTIC FLOOR AND SHELF TILE

All compartment floors, shelves, and trays shall be covered with Dri-Dek plastic interlocking grating.

- The plastic floor tile shall be black.
- The plastic edge trim shall be black.

ROPE ANCHOR OR PORTABLE WINCH RECEIVERS

The completed unit shall have an integrated receiver or anchor system for use with removable rope anchor point and/or a portable electric winch, when specified.

Receivers or anchors installed at any location on the apparatus for use as removable winch anchors shall be designed and affixed to provide at least a 2.0 to 1 straight line pull no-yield safety factor over the load rating of the removable winch.

Receivers or anchors installed at any location on the apparatus for use with rope operations shall be designed and affixed to the apparatus to provide at least a 9,000 lbf (40,000 N) no-yield condition with a straight line pull.

A safety sign FAMA28 shall be located on or near each receiver or anchor stating the maximum straight line pull rating.

Side receiver(s) (if specified) shall have the following load rating:

	<u>STRAIGHT PULL</u>	<u>SAFETY FACTOR</u>
Rope Tie Off:	600 Lbs.	15:1
Winch:	5,000 Lbs.	2:1

Front and/or rear receiver(s) (if specified) shall have the following load rating:

	<u>STRAIGHT PULL</u>	<u>SAFETY FACTOR</u>
Rope Tie Off:	600 Lbs.	15:1
Winch:	Winch Load Rating (9,000 Lbs. Max)	2:1

The following items shall be provided to accomplish rope rescue and/or portable winch operation;



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ACCESSORIES

- Two (2) removable rope anchor(s) shall be provided with completed vehicle. Each rope anchor shall be fabricated from 3/4" steel, 2" high x 11.5" long with a 3" OD/2" ID eyelet. Eyelet end shall have radiused edge to prevent damage to rope or carabineer. Each rope anchor shall have a black powder coat paint finish.
- A steel 5/8" x 3" hitch pin shall lock the rope anchor into the receiver tube.
- An aluminum mounting bracket shall be provided to store rope anchor(s) inside a body compartment as close to receiver location as possible.

FRONT BUMPER

- There shall be one (1) 2" x 2" x 1/4" wall steel receiver tube(s) with a black hammertone powder coat paint finish located at the front bumper for use with removable rope anchor point and/or a portable electric winch (if specified).
 - There shall be one (1) 12 VDC plug(s) with quick connect provided to power a Warn portable winch. All 12 VDC cables to be sized according to Warn and installation for intended use.
 - The receiver(s) shall have one (1) rubber cover(s) provided.

STREETSIDE WHEEL WELL

- There shall be one (1) 2" x 2" x 1/4" wall steel receiver tube(s) with black hammertone powder coat paint finish located on the streetside of the body in the forward wheel well panel area for use with removable rope anchor and/or a portable electric winch (when specified).
 - There shall be one (1) 12 VDC plug(s) with quick connect provided to power a Warn portable winch. All 12 VDC cables to be sized according to Warn and installation for intended use.
 - One (1) 12" x 2" M x 2" F winch mounting adapter(s) shall be provided. Winch adapter will extend the specified portable winch 6" from receiver. An aluminum mounting bracket shall be provided to store winch adapter(s) inside a body compartment as close to receiver location as possible.
 - The receiver(s) shall have one (1) rubber cover(s) provided.



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CURBSIDE WHEEL WELL

- There shall be one (1) 2" x 2" x 1/4" wall steel receiver tube(s) with black hammertone powder coat paint finish located on the curbside of the body in the forward wheel well panel area for use with removable rope anchor and/or a portable electric winch (when specified).
 - There shall be one (1) 12 VDC plug(s) with quick connect provided to power a Warn portable winch. All 12 VDC cables to be sized according to Warn and installation for intended use.
 - One (1) 12" x 2" M x 2" F winch mounting adapter(s) shall be provided. Winch adapter will extend the specified portable winch 6" from receiver. An aluminum mounting bracket shall be provided to store winch adapter(s) inside a body compartment as close to receiver location as possible.
 - The receiver(s) shall have one (1) rubber cover(s) provided.

REAR BUMPER

- There shall be one (1) 2" x 2" x 1/4" wall steel receiver tube(s) with black hammertone powder coat paint finish located at the rear bumper for use with removable rope anchor point and/or a portable electric winch (when specified).
 - There shall be one (1) 12 VDC plug(s) with quick connect provided to power a Warn portable winch. All 12 VDC cables to be sized according to Warn and installation for intended use.
 - The receiver(s) shall have one (1) rubber cover(s) provided.

LOWER SIDE BODY PROTECTION - RUB RAIL

OnScene Solutions rub rails shall be provided below the compartment door openings on both the streetside and curbside.

The rub rail shall be fabricated from 6063 extruded aluminum, measuring approximately 2-3/4" high x 1-3/8" thick with tapered aluminum end caps. The rub rail shall be bolted to the body using stainless steel bolts and 1-1/2" diameter x 5/8" thick rubber mount isolators to prevent damage to the body.

The rails shall incorporate LED clearance marker lighting recessed into the rail fascia to avoid damage to the light in case of impact. The rub rail shall have an accessory mounting track integrated into the backside of the rail to allow mounting of accessories such as ground lighting.

3M™ Diamond Grade™ Conspicuity striping shall be provided in the rub rail. The striping shall be red in color.



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FRONT GRAVEL GUARDS

Gravel guards shall be provided on front lower body corners. Guards shall be 12" high, extend from behind cab or step and wrap around to the front compartment door opening fabricated from 20 gauge brushed stainless steel.

ROOF HATCH WITH SKYLIGHT

The roof of body shall be reinforced for the installation of a roof hatch with skylight. Per NFPA 1901, any interior area to be occupied by personnel shall have a minimum of two means of escape. The opening shall be a minimum of 24" x 24" in size, suitable for use as an escape hatch, for ventilation, and supplemental light in the interior. The roof hatch shall have tinted glass, two (2) compression type door checks to hold door in open position, and a nylon strap to assist in closing hatch. Roof hatch shall be connected to the cab hazard warning light in cab to indicate when open.

INTERIOR SPECIFICATIONS

INTERIOR INSULATION

Following the sheet metal fabrication the roof area, upper exterior walls and the entry door of the apparatus body shall be insulated with Dow Thermax, or equal 1-1/2" glass-fiber reinforced polyisocyanurate foam core laminated between 1.0 mil smooth, reflective aluminum foil facers on both sides, with an R9.8 value. The reinforcement, along with chemical modifications, contributes to fire resistance and dimensional stability. This insulation shall be the type that will not absorb moisture, move once in place or deteriorate. Mat type fiberglass or spray in foam insulation is not acceptable.

INTERIOR FINISH

The interior of the apparatus body shall have a fully maintenance free and durable finish. The interior finish shall be installed on the ceiling, front wall, and interior side walls from top of exterior compartments to ceiling height.

The interior panels shall be installed with sheet metal screws with gray plastic plugs covering the screws. The seams between FRP panels, interior corners, and exterior corners shall be trimmed with gray plastic molding.

The interior finish shall be pearl gray pebble grain FRP.

INTERIOR WALKWAY SIDE WALLS

Walkway side walls from floor level to top of exterior compartments shall be aluminum tread plate panels.

INTERIOR WALKWAY FLOOR

The NFPA compliant 3/16" aluminum tread plate walkway floor shall be installed above the barrier, with a 2" high vertical break on each side of the floor panel to form a watertight splash and kickboard along the walkway sides.

The walkway floor area continuously welded at all cross seams to provide a watertight finish, so that a water hose may be used to flush-out walkway area.



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INTERIOR SUB-FLOOR

Above the body subframe shall be an isolation sheet that shall prevent outside elements from permeating the full length sound and thermal barrier of 3/4" thick air core plastic. The sheet shall be fabricated from the same type of material as is used in the subframe. The isolation sheet shall be flanged on both sides with a 1" high vertical break.

AIR CONDITIONER - HEATER

One (1) Dometic Penguin II low profile, 120 VAC, 60 cycle, single phase air conditioner(s) shall be provided and installed on the cab roof. The unit shall be a roof top contemporary contoured integral evaporator/condenser type with built-in heating elements.

Each unit shall be rated at minimum of 13,500 BTU cooling capacity with a heating element rated at 5,600 BTU. A three-speed fan shall supply a maximum/minimum of 320/250 cfm air flow capacity. Air conditioner(s) shall be controlled by a wall mounted Comfort Control II LCD thermostat.

The roof mounted air conditioner shall be approximately 9.5" high x 29" wide x 40" long and weigh approximately 99 lbs.



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FRONT INTERIOR AREA (IF1)

- There shall be one (1) cabinet(s) provided on interior above the interior deck surface formed by exterior compartment ceilings. Cabinet(s) shall be framed in from the top of the interior deck surface to the ceiling of the walk-in area. Each cabinet shall be approximately 92" wide with center 30" opening.
- One (1) OnScene Access LED, full height compartment light, vertically mounted.
- Cargo netting of 2" nylon webbing shall be provided over cabinet opening with easy release dowel style securement at top.



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STREETSIDE INTERIOR AREA (IS1)

- There shall be one (1) cabinet(s) provided on interior above the interior deck surface formed by exterior compartment ceilings. Cabinet(s) shall be framed in from the top of the interior deck surface to the ceiling of the walk-in area. Each cabinet shall be approximately (insert actual dimensions).
- Cabinet(s) shall be provided with vertically mounted shallow aluminum Shelf-Trac for specified component installation.
- One (1) OnScene Access LED, full height compartment light, vertically mounted.
- Cargo netting of 2" nylon webbing shall be provided over cabinet opening with easy release dowel style securement at top.
- There shall be one (1) vertically adjustable shelf in each of the above cabinets. It shall have a 1.25" lip to contain items while minimizing space used.
- There shall be one (1) Blue Sea Systems 100 amp ST Series blade type fuse block with screw type terminals for both positive and negative buss with cover provided for distribution of up to six (6) 30 amp, 12 VDC circuits. Fuse block shall be located per required circuits and be protected from damage.
- There shall be two (2) 120 VAC outlet(s) located in compartment on the forward wall.
 - The outlet receptacle(s) shall be 20 amp, straight-blade (NEMA 5-20R).
 - Outlet(s) shall be powered through the on board shore power system.



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STREETSIDE INTERIOR AREA (IS2)

- There shall be one (1) cabinet(s) provided on interior above the interior deck surface formed by exterior compartment ceilings. Cabinet(s) shall be framed in from the top of the interior deck surface to the ceiling of the walk-in area. Each cabinet shall be approximately (insert actual dimensions).
- Cabinet(s) shall be provided with vertically mounted shallow aluminum Shelf-Trac for specified component installation.
- One (1) OnScene Access LED, full height compartment light, vertically mounted.
- Cargo netting of 2" nylon webbing shall be provided over cabinet opening with easy release dowel style securement at top.
- There shall be one (1) vertically adjustable shelf in each of the above cabinets. It shall have a 1.25" lip to contain items while minimizing space used.



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STREETSIDE INTERIOR AREA (IS3)

- There shall be one (1) cabinet(s) provided on interior above the interior deck surface formed by exterior compartment ceilings. Cabinet(s) shall be framed in from the top of the interior deck surface to the ceiling of the walk-in area. Each cabinet shall be approximately (insert actual dimensions).
- Cabinet(s) shall be provided with vertically mounted shallow aluminum Shelf-Trac for specified component installation.
- One (1) OnScene Access LED, full height compartment light, vertically mounted.
- Cargo netting of 2" nylon webbing shall be provided over cabinet opening with easy release dowel style securement at top.
- There shall be one (1) vertically adjustable shelf in each of the above cabinets. It shall have a 1.25" lip to contain items while minimizing space used.



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STREETSIDE INTERIOR AREA (IS4)

- There shall be one (1) cabinet(s) provided on interior above the interior deck surface formed by exterior compartment ceilings. Cabinet(s) shall be framed in from the top of the interior deck surface to the ceiling of the walk-in area. Each cabinet shall be approximately (insert actual dimensions).
- Cabinet(s) shall be provided with vertically mounted shallow aluminum Shelf-Trac for specified component installation.
- One (1) OnScene Access LED, full height compartment light, vertically mounted.
- Cargo netting of 2" nylon webbing shall be provided over cabinet opening with easy release dowel style securement at top.
- There shall be one (1) vertically adjustable shelf in each of the above cabinets. It shall have a 1.25" lip to contain items while minimizing space used.



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CURBSIDE INTERIOR AREA (IC1)

- There shall be one (1) cabinet(s) provided on interior above the interior deck surface formed by exterior compartment ceilings. Cabinet(s) shall be framed in from the top of the interior deck surface to the ceiling of the walk-in area. Each cabinet shall be approximately (insert actual dimensions).
- Cabinet(s) shall be provided with vertically mounted shallow aluminum Shelf-Trac for specified component installation.
- One (1) OnScene Access LED, full height compartment light, vertically mounted.
- Cargo netting of 2" nylon webbing shall be provided over cabinet opening with easy release dowel style securement at top.
- There shall be one (1) vertically adjustable shelf in each of the above cabinets. It shall have a 1.25" lip to contain items while minimizing space used.
- There shall be one (1) Blue Sea Systems 100 amp ST Series blade type fuse block with screw type terminals for both positive and negative buss with cover provided for distribution of up to six (6) 30 amp, 12 VDC circuits. Fuse block shall be located per required circuits and be protected from damage.
- There shall be two (2) 120 VAC outlet(s) located in compartment on the forward wall.
 - The outlet receptacle(s) shall be 20 amp, straight-blade (NEMA 5-20R).
 - Outlet(s) shall be powered through the on-board shore power system.



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CURBSIDE INTERIOR AREA (IC2)

- There shall be one (1) cabinet(s) provided on interior above the interior deck surface formed by exterior compartment ceilings. Cabinet(s) shall be framed in from the top of the interior deck surface to the ceiling of the walk-in area. Each cabinet shall be approximately (insert actual dimensions).
- Cabinet(s) shall be provided with vertically mounted shallow aluminum Shelf-Trac for specified component installation.
- One (1) OnScene Access LED, full height compartment light, vertically mounted.
- Cargo netting of 2" nylon webbing shall be provided over cabinet opening with easy release dowel style securement at top.
- There shall be one (1) vertically adjustable shelf in each of the above cabinets. It shall have a 1.25" lip to contain items while minimizing space used.



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CURBSIDE INTERIOR AREA (IC3)

- There shall be one (1) cabinet(s) provided on interior above the interior deck surface formed by exterior compartment ceilings. Cabinet(s) shall be framed in from the top of the interior deck surface to the ceiling of the walk-in area. Each cabinet shall be approximately (insert actual dimensions).
- Cabinet(s) shall be provided with vertically mounted shallow aluminum Shelf-Trac for specified component installation.
- One (1) OnScene Access LED, full height compartment light, vertically mounted.
- Cargo netting of 2" nylon webbing shall be provided over cabinet opening with easy release dowel style securement at top.
- There shall be one (1) vertically adjustable shelf in each of the above cabinets. It shall have a 1.25" lip to contain items while minimizing space used.



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CURBSIDE INTERIOR AREA (IC4)

- There shall be one (1) cabinet(s) provided on interior above the interior deck surface formed by exterior compartment ceilings. Cabinet(s) shall be framed in from the top of the interior deck surface to the ceiling of the walk-in area. Each cabinet shall be approximately (insert actual dimensions).
- Cabinet(s) shall be provided with vertically mounted shallow aluminum Shelf-Trac for specified component installation.
- One (1) OnScene Access LED, full height compartment light, vertically mounted.
- Cargo netting of 2" nylon webbing shall be provided over cabinet opening with easy release dowel style securement at top.
- There shall be one (1) vertically adjustable shelf in each of the above cabinets. It shall have a 1.25" lip to contain items while minimizing space used.



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LOW VOLTAGE ELECTRICAL SYSTEM- 12 VDC

General

Any low voltage electrical systems or warning devices installed on the fire apparatus shall be appropriate for the mounting location and intended electrical load.

Where wire passes through sheet metal, grommets shall be used to protect wire and wire looms. Electrical connections shall be with double crimp water-tight heat shrink connectors.

All 12 VDC wiring running from front to back of vehicle body shall be run in full length electrical wiring raceway down each side of body.

Wiring

All electrical circuit feeder wiring supplied and installed by the fire apparatus manufacturer shall meet the requirements of NFPA Chapter 13.

The circuit feeder wire shall be stranded copper or copper alloy conductors of a gauge rated to carry 125% of the maximum current for which the circuit is protected. Voltage drops in all wiring from the power source to the using device shall not exceed 10%. The use of star washers for circuit ground connections shall not be permitted.

All circuits shall otherwise be wired in conformance with SAE J1292, *Automobile, Truck, Truck-Tractor, Trailer, and Motor Coach Wiring*.

Wiring and Wire Harness Construction

All insulated wire and cable shall conform to SAE J1127, *Low Voltage Battery Cable*, or SAE J1128, *Low Voltage Primary Cable*, type SXL, GXL, or TXL.

All conductors shall be constructed in accordance with SAE J1127 or SAE J1128, except where good engineering practice dictates special strand construction. Conductor materials and stranding, other than copper, shall be permitted if all applicable requirements for physical, electrical, and environmental conditions are met as dictated by the end application. Physical and dimensional values of conductor insulation shall be in conformance with the requirements of SAE J1127 or SAE J1128, except where good engineering practice dictates special conductor insulation. The overall covering of conductors shall be moisture-resistant loom or braid that has a minimum continuous rating of 194°F (90°C) except where good engineering practice dictates special consideration for loom installations exposed to higher temperatures. The overall covering of jacketed cables shall be moisture resistant and have a minimum continuous temperature rating of 194°F (90°C), except where good engineering practice dictates special consideration for cable installations exposed to higher temperatures.



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All wiring connections and terminations shall use a method that provides a positive mechanical and electrical connection. The wiring connections and terminations shall be installed in accordance with the device manufacturer's instructions. All ungrounded electrical terminals shall have protective covers or be in enclosures. Wire nut, insulation displacement, and insulation piercing connections shall not be used.

Wiring shall be restrained to prevent damage caused by chafing or ice buildup and protected against heat, liquid contaminants, or other environmental factors.

Wiring shall be uniquely identified at least every 2 ft (0.6 m) by color coding or permanent marking with a circuit function code. The identification shall reference a wiring diagram.

Circuits shall be provided with properly rated low voltage over-current protective devices. Such devices shall be readily accessible and protected against heat in excess of the over-current device's design range, mechanical damage, and water spray. Circuit protection shall be accomplished by utilizing fuses, circuit breakers, fusible links, or solid state equivalent devices.

If a mechanical-type device is used, it shall conform to one of the following SAE standards:

- 1) SAE J156, *Fusible Links*
- 2) SAE J553, *Circuit Breakers*
- 3) SAE J554, *Electric Fuses (Cartridge Type)*
- 4) SAE J1888, *High Current Time Lag Electric Fuses*
- 5) SAE J2077, *Miniature Blade Type Electrical Fuses*

Switches, relays, terminals, and connectors shall have a direct current (dc) rating of 125% of maximum current for which the circuit is protected.

Power Supply

A 12 V or greater electrical alternator shall be provided. The alternator shall have a minimum output at idle to meet the minimum continuous electrical load of the vehicle, at 200°F (93°C) ambient temperature within the engine compartment, and shall be provided with full automatic regulation.



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Minimum Continuous Electrical Load

The minimum continuous electrical load shall consist of the total amperage required to simultaneously operate the following in a stationary mode during emergency operations:

- 1) The propulsion engine and transmission
- 2) All legally required clearance and marker lights, headlights, and other electrical devices except windshield wipers and four-way hazard flashers
- 3) The radio(s) at a duty cycle of 10 percent transmit and 90% receive (for calculation and testing purposes, a default value of 5 A continuous)
- 4) The lighting necessary to produce 2 fc (20 lx) of illumination on all walking surfaces on the apparatus and on the ground at all egress points onto and off the apparatus, 5 fc (50 lx) of illumination on all control and instrument panels, and 50 percent of the total compartment lighting loads
- 5) The minimum optical warning system, where the apparatus is blocking the right-of way
- 6) The continuous electrical current required to simultaneously operate any fire pumps, aerial devices, and hydraulic pumps
- 7) Other warning devices and electrical loads defined by the purchaser as critical to the mission of the apparatus

If the apparatus is equipped to tow a trailer, an additional 45 A shall be added to the minimum continuous electrical load to provide electrical power for the federally required clearance and marker lighting and the optical warning devices mounted on the trailer.

The condition of the low voltage electrical system shall be monitored by a warning system that provides both an audible and a visual signal to persons on, in, or near the apparatus of an impending electrical system failure caused by the excessive discharge of the battery set.

The charge status of the battery shall be determined either by direct measurement of the battery charge or indirectly by monitoring the electrical system voltage.

If electrical system voltage is monitored, the alarm shall sound if the system voltage at the battery or at the master load disconnect switch drops below 11.8 V for 12 V nominal systems, 23.6 V for 24 V nominal systems, or 35.4 V for 42 V nominal systems for more than 120 seconds.

A voltmeter shall be mounted on the driver's instrument panel to allow direct observation of the system voltage.

Electromagnetic Interference

Electromagnetic interference suppression shall be provided, as required, to satisfy the radiation limits specified in SAE J551/1, *Performance Levels and Methods of Measurement of Electromagnetic Compatibility of Vehicles, Boats (up to 15 m), and Machines (16.6 Hz to 18 GHz)*.



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Wiring Diagram

A complete electrical wiring schematic of actual system shall be provided with finished apparatus. Similar or generic type electrical schematics shall NOT BE ACCEPTABLE.

Low Voltage Electrical System Performance Test

A low voltage electrical system test certification shall be provided with delivered apparatus.

12 VOLT MULTIPLEX CONTROL CENTER

The apparatus shall be equipped with a Weldon V-MUX multiplexed 12 volt electrical system that will provide complete diagnostic capability, No Exception. The system shall have the capability of delivering multiple signals via a CAN bus, utilizing specifications set forth by SAE J1939. The system shall be node based to maximize stability so that failure of one node does not affect the operation of the other nodes. The system shall use shielded twisted-pair wire for transmission of system function signals. The shielded wire shall provide protection against EMI and RFI noise interruptions.

The multiplex system shall be responsible for providing power management functions as well as load shedding. The warning light system shall be controlled by the multiplex system. The system shall be capable of displaying text and/or graphic messages on a display module. The system shall be based on solid-state technology and shall include self-contained diagnostic indicators.

WELDON CERTIFICATION

A letter shall be provided with bid submittal that the Contractor has successfully completed the Weldon training requirements for Level 1 of the V-MUX Certified Supplier Program and is authorized to design, build, and service V-MUX electrical systems.



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MULTIPLEX SYSTEM INTERFACE DISPLAY

The Weldon V-MUX Vista IV multiplex system interface display(s) shall be provided by the cab/chassis manufacturer. The full-color Vista interface display allows the user to control warning and scene lighting, HVAC controls (when specified), and view on-board diagnostics including service information. This display has a wide operating temperature range, automatic screen switching in response to current conditions, and a sleep mode option to eliminate night glare. The following features shall be included;

- 800 x 480 resolution
- Four video ports
- Flash updates with USB memory stick
- Display inside and outside temperature (when specified)
- Automatic climate control (when specified)
- 100% Configurable (OEM Level)
- Field re-programmable
- Peer to peer network
- On-board diagnostics / service information
- Colors change to indicate button status
- Video Ready for: Backup camera, Thermal camera, DVD, GPS...

BATTERY SYSTEM

The battery connectors shall be heavy duty type with cables terminating in heat shrink loom. Heavy duty battery cables shall provide maximum power to the electrical system. Where required, the cables shall be shielded from exhaust tubing and the muffler. Large rubber grommets shall be provided where cables enter the battery compartment.

Batteries shall be of the high-cycle type. With the engine off, the battery system shall be able to provide the minimum continuous electrical load for 10 minutes without discharging more than 50 percent of the reserve capacity and then to restart the engine. The battery system cold cranking amps (CCA) rating shall meet or exceed the minimum CCA recommendations of the engine manufacturer. The batteries shall be mounted to prevent movement during fire apparatus operation and shall be protected against accumulations of road spray, snow, and road debris. The batteries shall be readily accessible for examination, testing, and maintenance.

A means shall be provided for jump-starting the engine if the batteries are not accessible without lifting the cab of a tilt-cab apparatus.

Where an enclosed battery compartment is provided, it shall be ventilated to the exterior to prevent the buildup of heat and explosive fumes. The batteries shall be protected against vibration and temperatures that exceed the battery manufacturer's recommendation.

An onboard battery conditioner or charger or a polarized inlet shall be provided for charging all batteries. Where an onboard conditioner or charger is supplied, the associated line voltage electrical power system shall be installed in accordance with Chapter 22.



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One of the following master disconnect switches shall be provided:

- 1) A master body disconnect switch that disconnects all electrical loads not provided by the chassis manufacturer
- 2) A master load disconnect switch that disconnects all electrical loads on the apparatus except the starter

Electronic control systems and similar devices shall be permitted to be otherwise connected if so specified by their manufacturer.

The alternator shall be wired directly to the batteries through the ammeter shunt(s), if one is provided, and not through the master load disconnect switch.

A green "battery disconnect on" indicator light that is visible from the driver's position shall be provided.

Rechargeable hand lights, radios, and other similar devices shall be permitted to be connected to the electrical system ahead of the master disconnect switch.

A sequential switching device shall be permitted to energize the optical warning devices and other high current devices required in minimum continuous electrical load, provided the switching device shall first energize the electrical devices required in minimum continuous electrical load within 5 seconds.

BATTERY SWITCH

One (1) "battery disconnect on" switch in cab located within easy reach of Driver with green indicator light that is visible from the driver's position shall be provided. The switch and indicator light shall be supplied and installed by the cab/chassis manufacturer.

BATTERY SOLENOID

Battery switch shall consist of a minimum 200 ampere, constant duty solenoid to feed from positive side of battery.

BATTERY CONDITIONER

The battery conditioner shall be supplied and installed by the cab chassis manufacturer.

ENGINE COMPARTMENT LIGHT

Engine compartment light(s) shall be supplied and installed by the cab chassis manufacturer.



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CAB SPOTLIGHT

There shall be one (1) GoLight LED 20204 motorized, white, 12 VDC, 3 Amp, spotlight(s) that operates via a wired dash mount controller with joystick and on/off button. The joystick controls the motorized 135 degree tilt of the spotlight and the motorized rotation of the light a full 370 degrees. The light continues to move while the joystick is pressed. Once any button is released, the spotlight remains locked in that position until the joystick is moved again. The dash controller also turns the light on and off, so no additional switches are required. The dash mounted remote control allows for fingertip operation and is hard wired to the searchlight.

The GoLight is mounted to the surface of vehicle using (4) stainless steel screws and a rubber gasket for a quick, safe and secure attachment. Light shall have a 3 year limited warranty.

CAB HAZARD WARNING LIGHT

A red flashing or rotating light, located in the driving compartment. The light shall be furnished by the cab/chassis manufacturer. The light shall be illuminated automatically whenever the vehicles parking brake is not fully engaged and any of the following conditions exist:

- Any passenger or equipment compartment door is not closed.
- Any ladder or equipment rack is not in the stowed position.
- Stabilizer system is not in its stowed position.
- Powered light tower is not stowed.
- Any other device permanently attached to the apparatus is open, extended, or deployed in a manner that is likely to cause damage to the apparatus if the apparatus is moved.

Compartments and equipment meeting all of the following conditions shall be permitted to be exempt from being wired to the hazard light:

- The volume is less than or equal to 4 ft³ (0.1 m³).
- The compartment has an opening less than or equal to 144 in.² (92,900 mm²).
- The open door does not extend sideways beyond the mirrors or up above the top of the fire apparatus.
- All equipment in the compartment is restrained so that nothing can fall out if the door is open while the apparatus is moving.
- Manually raised pole lights with an extension of less than 5 ft (1.5 m).

The hazard light shall be labeled "DO NOT MOVE APPARATUS WHEN FLASHING".

BACK-UP ALARM

An electronic back-up alarm shall be supplied and installed by the cab/chassis manufacturer. The back-up alarm shall actuate automatically when the transmission gear selector is placed in reverse.



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REAR VIEW CAMERA

The cab chassis provided rear view camera shall be installed on the rear of the body.

INTERIOR LED LIGHTS

Three (3) OnScene Solution model #70156, 10" x 10" x 7/8", 10-30 VDC, surface mount dual red and white LED light(s) with clear lens shall be provided throughout the vehicle. The light(s) shall be switched with high/low intensity setting at the entry door(s). In addition light(s) will be capable of a five (5) second delay after switching off.

TAIL LIGHTS

Rear body tail lights shall be vertically mounted and located per Federal Motor Vehicle Safety Standards, FMVSS and Canadian Motor Vehicle Safety Standards CMVSS. The following lights shall be provided;

- Two (2) Whelen C6T amber LED sequential arrow turn signal lights, amber lens
- Two (2) Whelen C6BTT red LED brake and tail lights, red lens
- Two (2) Whelen C6LCC white LED back-up lights, clear lens

Each of the lights above shall be mounted in a C6FC, chrome finish bezels.

MIDSHIP MARKER/TURN SIGNAL

Two (2) Whelen model T0A00MAR 2" round amber LED midship body clearance marker/turn signal lights shall be provided and installed, one (1) light on each side of the body, in forward wheel well of rear axle. Midship marker/turn lights shall be wired to the headlight circuit of the chassis.

MARKER LIGHTS

The body shall be equipped with all necessary side and rear clearance lights and reflectors in accordance with Federal Motor Vehicle Safety Standards (FMVSS) and Canadian Motor Vehicle Safety Standards (CMVSS). Clearance lights shall be Truck-Lite model 18 series, 3 diode LED, reflectorized type to reduce the need for maintenance and lower the amp draw. Clearance lights on body shall be connected to the clearance light circuit of the chassis.

REAR BUMPER MARKER LIGHTS

Two (2) Britax style dual face flexible mounted rear bumper markers shall be located, one (1) each side lower rear corner of body visible from driver mirrors.



AVONDALE FIRE & MEDICAL DEPARTMENT
WALK-IN HEAVY RESCUE APPARATUS
MANUFACTURERS SPECIFICATION



Reference No. 01095-L0W1V4, Rev6

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CAB STEP LIGHTS / GROUND LIGHTS

The step lights and/or ground lights shall be supplied and installed by the cab/chassis manufacturer. Light(s) shall be capable of providing illumination at a minimum level of 2 fc (20 lx) on ground areas within 30 in. (800 mm) of the edge of the vehicle in areas designed for personnel to climb onto or descend from the vehicle to the ground level.

Lighting designed to provide illumination on areas under the driver and crew riding area exits shall be switchable but activated automatically when the exit doors are opened.

BUMPER SURFACE LIGHTS

There shall be two (2) OnScene Solutions Rough-Service 9" LED lights provided to illuminate the rear entry door stepwell. The lights shall be activated when the parking brake is set.

Each light shall be mounted in an extruded aluminum housing to protect against damage from personnel or equipment.

Lighting shall provide illumination at a minimum level of 2 fc (20 lx) on all work surfaces, steps, and walkways. Lighting shall be switchable but activated automatically when the vehicle park brake is set.

LICENSE PLATE MOUNTING BRACKET

There shall be one (1) Cast Products aluminum license plate mounting with chrome shielded license plate light mounted on the rear of the body.

ELECTRONIC SIREN

The siren control head shall be supplied and installed by the cab/chassis manufacturer, if required by Avondale Fire and Medical. Siren power shall be wired through the master warning light switch.

SIREN SPEAKER

The siren speaker(s) shall be supplied and installed by the cab/chassis manufacturer, if required by Avondale Fire and Medical.



AVONDALE FIRE & MEDICAL DEPARTMENT
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SIDE SCENE LIGHTS

There shall be four (4) Whelen 900 Series Super-LED® model C9SL, 9" x 7" surface mounted scene lights shall be provided on the upper body. Light quantity shall be divided equally per side. The 900 configuration shall consist of 36 white Super-LEDs and a clear non optic polycarbonate lens with metalized SurfaceMax reflector with integrated optic collimators for maximum output. The 900 series light shall have 6,500 useable lumens each. Each light shall have a chrome flange. The scene light is covered by a five year factory warranty.

Two (2) switches shall be provided, one (1) for the streetside scene lights, and one (1) for the curbside scene lights.

The lights shall be controlled at the multiplex display(s) in the cab.

REAR LED SCENE LIGHTS

Two (2) Whelen 900 Series Super-LED® model C9SL, 9" x 7" surface mounted scene lights shall be provided on the upper rear body to light the work area immediately behind the vehicle. The 900 configuration shall consist of 36 white Super-LEDs and a clear non optic polycarbonate lens with metalized SurfaceMax reflector with integrated optic collimators for maximum output. The 900 series light shall have 6,500 useable lumens each. Each light shall have a chrome flange. The scene light is covered by a five year factory warranty.

The above scene lights shall light to a level of at least 3 fc (30 lx), measured at 25 equally spaced points on a 2.5 ft (750 mm) grid with in a 10 ft x 10 ft (3 m x 3m) square to the rear of vehicle.

The lights shall be controlled at the multiplex display(s) in the cab.

The rear scene lights shall also be activated when the apparatus is in reverse.

TRAFFIC DIRECTIONAL LIGHT

One (1) Whelen TAL85, 47" eight (8) LED light, traffic directional warning device with 30' control cable shall be located on upper rear body. The control head shall be located in the cab within easy reach of Driver.

The traffic directional light shall be recess mounted into the upper rear body fabricated from 1/8" aluminum treadplate.



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DAVID CLARK INTERCOM SYSTEM

The following David Clark intercom system shall be provided and installed to improve the safety of firefighters and rescue professionals through enhanced communication and hearing protection. System shall have the following major components as minimum;

- One (1) U3800 - Mater station
- Two (2) U3815 - Radio interface/headset station
- One (1) U3806 - Dual headset intercom station
- One (1) U3801 - Remote Headset Station
- One (1) U3805 - Radio cord junction module
- Three (3) C3812 - Jumper cord 12'
- Two (2) C3821 - Radio interface cord 21'
- One (1) C3820 - Power cord 20'
- Six (6) H3442 - Headsets Behind-the-Head style
- Two (2) 18352G-07 - MS Connector - 5 pin for remote PTT
- Two (2) 18352G-17 - MS connector 6 socket for radio cords

INTERCOM SYSTEM INSTALLATION

The above listed intercom system shall be installed in the cab locations as follows;

Front of Cab

- Driver's – Mounted above the inboard shoulder position on the AC cover.
- Officer's – Mounted above the inboard shoulder position on the AC cover.

Rear Crew Area

- Driver's side rear facing – Above the right shoulder on the wall.
- Officer's side rear facing – Above the left shoulder on the wall.
- Forward facing center – Above the inboard shoulder on the front center face of the Bus Air AC housing.

Rear Outside Area

- Streetside side rear facing body panel – Adjacent to warning light.
- Curbside rear facing body panel – Adjacent to warning light.



AVONDALE FIRE & MEDICAL DEPARTMENT
WALK-IN HEAVY RESCUE APPARATUS
MANUFACTURERS SPECIFICATION



Reference No. 01095-L0W1V4, Rev6

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WARNING LIGHT PACKAGE

Each apparatus shall have a system of optical warning devices that meets or exceeds the requirements of this section.

The optical warning system shall consist of an upper and a lower warning level. The requirements for each level shall be met by the warning devices in that particular level without consideration of the warning devices in the other level.

For the purposes of defining and measuring the required optical performance, the upper and lower warning levels shall be divided into four (4) warning zones. The four zones shall be determined by lines drawn through the geometric center of the apparatus at 45 degrees to a line drawn lengthwise through the geometric center of the apparatus. The four (4) zones shall be designated A, B, C, and D in a clockwise direction, with zone A to the front of the apparatus.

Each optical warning device shall be installed on the apparatus and connected to the apparatus's electrical system in accordance with the requirements of this standard and the requirements of the manufacturer of the device.

A master optical warning system switch that energizes all the optical warning devices shall be provided.

The optical warning system on the fire apparatus shall be capable of two (2) separate signaling modes during emergency operations. One (1) mode shall signal to drivers and pedestrians that the apparatus is responding to an emergency and is calling for the right-of-way. One (1) mode shall signal that the apparatus is stopped and is blocking the right-of-way. The use of some or all of the same warning lights shall be permitted for both modes provided the other requirements of this chapter are met.

A switching system shall be provided that senses the position of the parking brake or the park position of an automatic transmission. When the master optical warning system switch is closed and the parking brake is released or the automatic transmission is not in park, the warning devices signaling the call for the right-of-way shall be energized. When the master optical warning system switch is closed and the parking brake is on or the automatic transmission is in park, the warning devices signaling the blockage of the right-of-way shall be energized. The system shall be permitted to have a method of modifying the two (2) signaling modes.

The optical warning devices shall be constructed or arranged so as to avoid the projection of light, either directly or through mirrors, into any driving or crew compartment(s). The front optical warning devices shall be placed so as to maintain the maximum possible separation from the headlights.

Steadily burning, non flashing optical sources shall be permitted to be used.



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UPPER LEVEL OPTICAL WARNING DEVICES

The upper-level optical warning devices shall be mounted as high and as close to the corner points of the apparatus as is practical to define the clearance lines of the apparatus. The upper-level optical warning devices shall not be mounted above the maximum height, specified by the device manufacturer.

ZONE A - FRONT WARNING LIGHTS

There shall be one (1) Whelen Freedom F4N7QLED LED 72" lightbar permanently mounted to the cab roof.

The lightbar configuration (streetside to curbside) shall be:

<u>SECTION</u>	<u>INTERNAL COMPONENTS</u>	<u>LENS COLOR</u>
1	Red Linear Side Facing LED	Clear
2	Red Front Corner LED	Clear
3	Blue Linear LED	Clear
4	Red Linear LED	Clear
5	Blue Linear LED	Clear
6	Red Linear LED	Clear
7	Tomar IR Emitter	Clear
8	Tomar IR Emitter	Clear
9	Blue Linear LED	Clear
10	Red Linear LED	Clear
11	Blue Linear LED	Clear
12	Red Linear LED	Clear
13	Blue Front Corner LED	Clear
14	Blue Linear Side Facing LED	Clear

All clear lights shall shut down when the parking brake is set to comply with "Blocking" mode requirements as outlined in NFPA 1901.

The lightbar(s) shall be separately controlled at multiplex display in the cab.

TOMAR PRE-EMPTION LIGHT

A Tomar 7 x 3 strobe light shall be provided and installed in center section of light bar for pre-emption system. A EMIT3-CABLE control cable, and power supply shall also be provided and installed to complete pre-emption system.



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The pre-emption light shall be activated with light bar and de-activated when the park brake is set and the vehicle is in blocking mode.

ZONES B AND D - SIDE WARNING LIGHTS

UPPER REAR CORNER WARNING LIGHTS

There shall be two (2) Whelen C9 SurfaceMax series (9" x 7") red Linear Super-LED with full-fill optic lights provided, one (1) each side. The self-contained flashing light shall have 75 Scan-Lock™ flash patterns including steady burn with hi/low power and covered by a five year factory warranty. Each light shall have a red lens and chrome flange.

The lights shall be controlled at the multiplex display(s) in the cab.

UPPER FORWARD CORNER WARNING LIGHTS

There shall be two (2) Whelen C9 SurfaceMax series (9" x 7") red Linear Super-LED with full-fill optic lights provided, one (1) each side. The self-contained flashing light shall have 75 Scan-Lock™ flash patterns including steady burn with hi/low power and covered by a five year factory warranty. Each light shall have a red lens and chrome flange.

The lights shall be controlled at the multiplex display(s) in the cab.

ZONE C - REAR WARNING LIGHTS

There shall be four (4) Whelen C6 SurfaceMax series (6" x 4") red Linear Super-LED with full-fill optic lights provided, two (2) each side. The self-contained flashing light shall have 75 Scan-Lock™ flash patterns including steady burn with hi/low power and covered by a five year factory warranty. Each light shall have a red lens and chrome flange.

The lights shall be controlled at the multiplex display(s) in the cab.

There shall be two (2) Whelen C9 SurfaceMax series (9" x 7") red Linear Super-LED with full-fill optic lights provided, one (1) each side. The self-contained flashing light shall have 75 Scan-Lock™ flash patterns including steady burn with hi/low power and covered by a five year factory warranty. Each light shall have a red lens and chrome flange.

The lights shall be controlled at the multiplex display(s) in the cab.



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WALK-IN HEAVY RESCUE APPARATUS
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LOWER LEVEL OPTICAL WARNING DEVICES

To define the clearance lines of the apparatus, the optical center of the lower-level optical warning devices in the front of the vehicle shall be mounted on or forward of the front axle centerline and as close to the front corner points of the apparatus as is practical.

The optical center of the lower-level optical warning devices at the rear of the vehicle shall be mounted on or behind the rear axle centerline and as close to the rear corners of the apparatus as is practical. The optical center of any lower-level device shall be between 18 in. and 62 in. (460 mm and 1600 mm) above level ground for large apparatus, and 18 in. and 48 in. (460 mm and 1600 mm) above level ground.

A midship optical warning device shall be mounted right and the left sides of the apparatus if the distance between the front and rear lower-level optical devices exceeds 25 ft (7.6 m) at the optical center. Additional midship optical warning devices shall be required, where necessary, to maintain a horizontal distance between the centers of adjacent lower-level optical warning devices of 25 ft (7.6 m) or less. The optical center of any midship mounted optical warning device shall be between 18 in. and 62 in. (460 mm and 1600 mm) above level ground.

ZONE A - FRONT WARNING LIGHTS

The warning lights shall be supplied and installed by the cab/chassis manufacturer. They shall be Whelen lights to complete an NFPA compliant lower level warning light system.

The lights shall be controlled at the multiplex display(s) in the cab.

ZONES B AND D - CAB INTERSECTOR LIGHT (CAB FRONT CORNERS)

The warning lights shall be supplied and installed by the cab/chassis manufacturer. They shall be Whelen lights to complete an NFPA compliant lower level warning light system.

The lights shall be controlled at the multiplex display(s) in the cab.

ZONES B AND D - BODY LIGHT (BODY WHEELWELL AREA)

There shall be two (2) Whelen 500 series (5" x 2") red Linear Super-LED lights (50R02ZRR) provided, one (1) each side. Each light shall have a red lens and chrome flange.

The lights shall be controlled at the multiplex display(s) in the cab.

ZONES B AND D - BODY INTERSECTOR LIGHT (BODY REAR CORNERS)

There shall be two (2) Whelen C6 SurfaceMax series (6" x 4") red Linear Super-LED with full-fill optic lights provided, one (1) each side. The self-contained flashing light shall have 75 Scan-Lock™ flash patterns including steady burn with hi/low power and covered by a five year factory warranty. Each light shall have a red lens and chrome flange.



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The lights shall be controlled at the multiplex display(s) in the cab.

ZONE C - REAR WARNING LIGHTS (LOWER REAR CORNERS)

There shall be two (2) Whelen C6 SurfaceMax series (6" x 4") red Linear Super-LED with full-fill optic lights provided, one (1) each side. The self-contained flashing light shall have 75 Scan-Lock™ flash patterns including steady burn with hi/low power and covered by a five year factory warranty. Each light shall have a red lens and chrome flange.

The lights shall be controlled at the multiplex display(s) in the cab.

EQUIPMENT PAYLOAD WEIGHT ALLOWANCE

In compliance with NFPA 1901 standards, the special service vehicle shall be designed for an equipment loading allowance of 6,000 lbs. of Avondale Fire and Medical provided equipment based on a 40,001 - 50,000 pound gross vehicle weight rating.

EQUIPMENT

The following equipment shall be furnished with the completed special service vehicle;

- One (1) container of assorted stainless steel nuts, bolts, screws and washers used in the construction of the apparatus shall be provided with the completed apparatus.
- There shall be two (2) Zico SAC-44-E NFPA approved folding aluminum wheel chocks provided for 44" diameter tires that together will hold the vehicle when loaded to its GVWR or GCWR, on a hard surface with a 20 % grade, with the transmission in neutral, and the parking brake released.
 - The wheel chock(s) shall be mounted behind rear wheels, below body on streetside.
- One (1) Duo-Safety 900-A series 24' 2-section extension ladder(s) shall be provided with the completed unit.
 - The ladder(s) shall be located in specified ladder compartment.
- One (1) Duo-Safety 775A series 14' aluminum roof ladder(s) shall be provided with the completed unit.
 - The ladder(s) shall be located in specified ladder compartment.
- One (1) Duo-Safety 775A series 10' aluminum roof ladder(s) shall be provided with the completed unit.
 - The ladder(s) shall be located in specified ladder compartment.



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- Two (2) Streamlight Survivor, C4 LED flashlight(s) shall be provided with 140 lumens, and 3.5/14 hour run time. Each flashlight shall be orange in color and have a 12 volt DC charger and vehicle mount kit. Each flashlight shall have an LED spotlight style bulbs and reflectors. The flashlight(s) shall be wired to battery direct unless otherwise specified by Avondale Fire and Medical.
 - The flashlight(s) shall be mounted on the completed unit in the lower area of compartment S1.

REMAINING NFPA MINOR EQUIPMENT BY PURCHASER

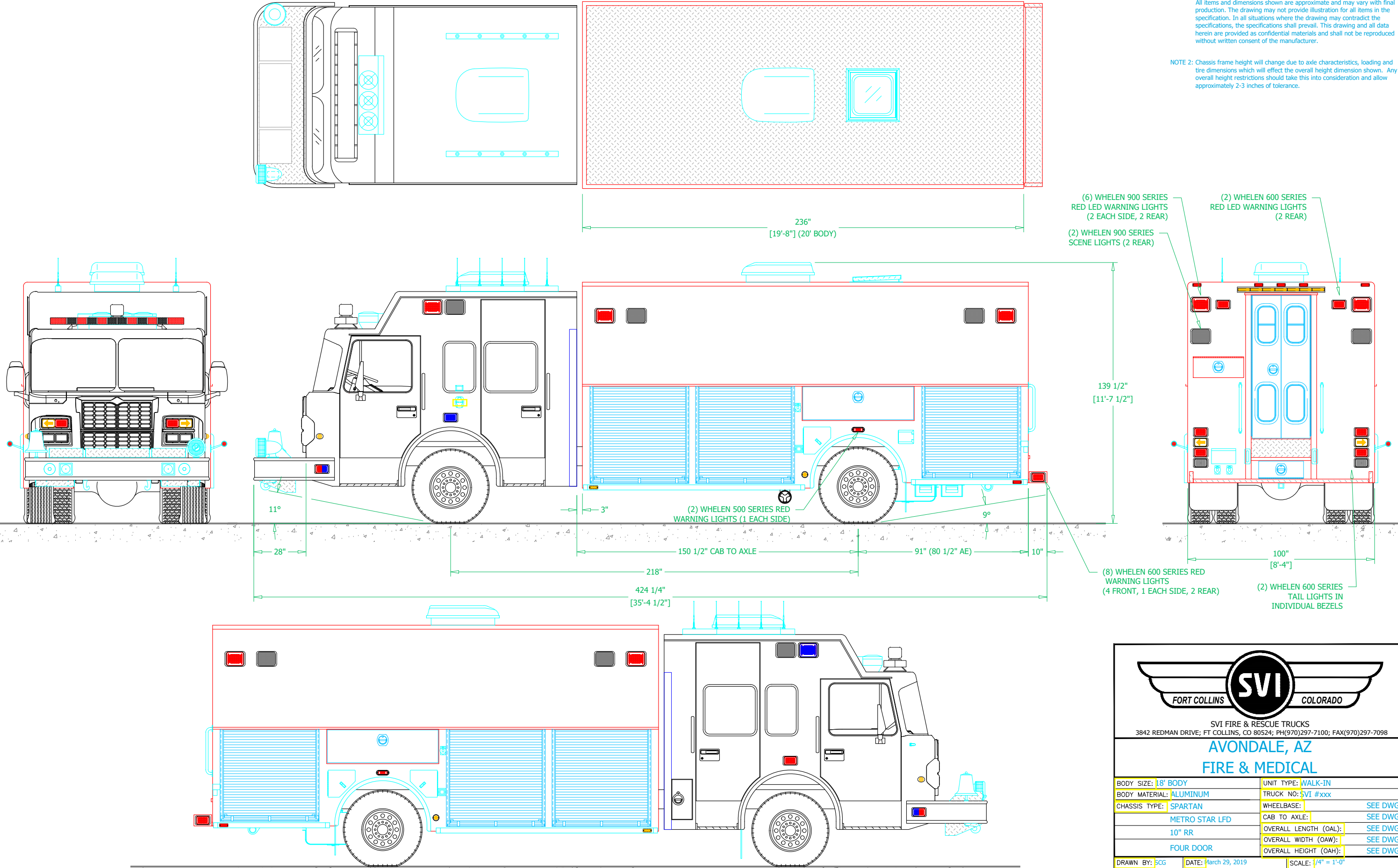
All other minor equipment not specified above, but required by NFPA 1901 for special service vehicles, section 10.9.3 shall be supplied and mounted by Avondale Fire and Medical before the unit is placed in emergency service.

PRELIMINARY DRAWING - FOR LAYOUT PURPOSES ONLY

REVISIONS			
REV	DESCRIPTION	DATE	BY

NOTE 1: Do not scale drawing. This drawing is for general truck configuration only. All items and dimensions shown are approximate and may vary with final production. The drawing may not provide illustration for all items in the specification. In all situations where the drawing may contradict the specifications, the specifications shall prevail. This drawing and all data herein are provided as confidential materials and shall not be reproduced without written consent of the manufacturer.

NOTE 2: Chassis frame height will change due to axle characteristics, loading and tire dimensions which will effect the overall height dimension shown. Any overall height restrictions should take this into consideration and allow approximately 2-3 inches of tolerance.





SVI
FORT COLLINS COLORADO

SVI FIRE & RESCUE TRUCKS
3842 REDMAN DRIVE; FT COLLINS, CO 80524; PH(970)297-7100; FAX(970)297-7098

AVONDALE, AZ
FIRE & MEDICAL

BODY SIZE: 18' BODY	UNIT TYPE: WALK-IN
BODY MATERIAL: ALUMINUM	TRUCK NO: SVI #xxx
CHASSIS TYPE: SPARTAN	WHEELBASE: SEE DWG
METRO STAR LFD	CAB TO AXLE: SEE DWG
10" RR	OVERALL LENGTH (OAL): SEE DWG
FOUR DOOR	OVERALL WIDTH (OAW): SEE DWG
	OVERALL HEIGHT (OAH): SEE DWG

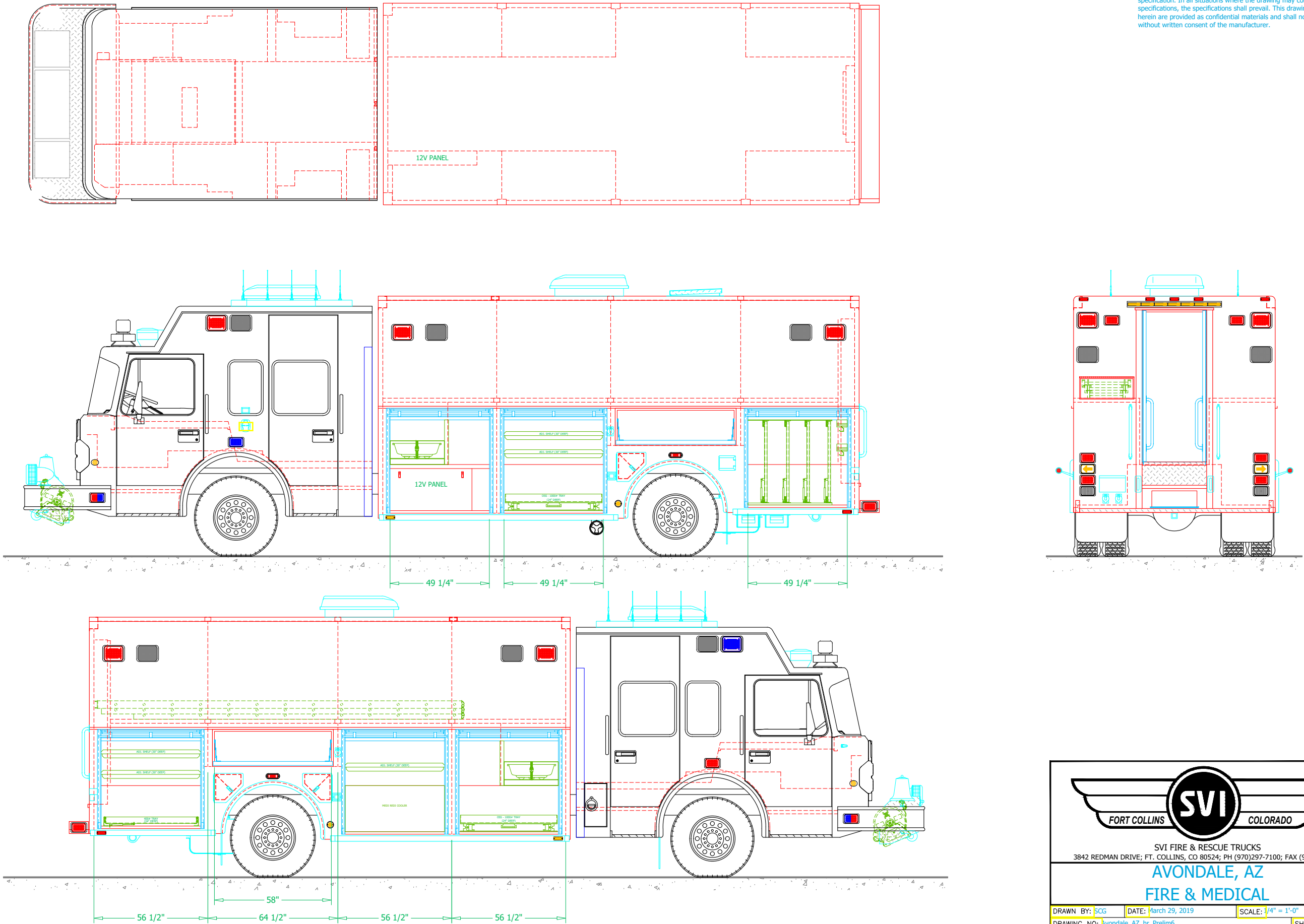
DRAWN BY: SCG DATE: March 29, 2019 SCALE: 1/4" = 1'-0"

DRAWING NO: Avondale_AZ_hr_Prelim6 SHEET 1 OF 3

PRELIMINARY DRAWING - FOR LAYOUT PURPOSES ONLY

REVISIONS			
REV	DESCRIPTION	DATE	BY

NOTE 1: Do not scale drawing. This drawing is for general truck configuration only. All items and dimensions shown are approximate and may vary with final production. The drawing may not provide illustration for all items in the specification. In all situations where the drawing may contradict the specifications, the specifications shall prevail. This drawing and all data herein are provided as confidential materials and shall not be reproduced without written consent of the manufacturer.





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AVONDALE, AZ
FIRE & MEDICAL

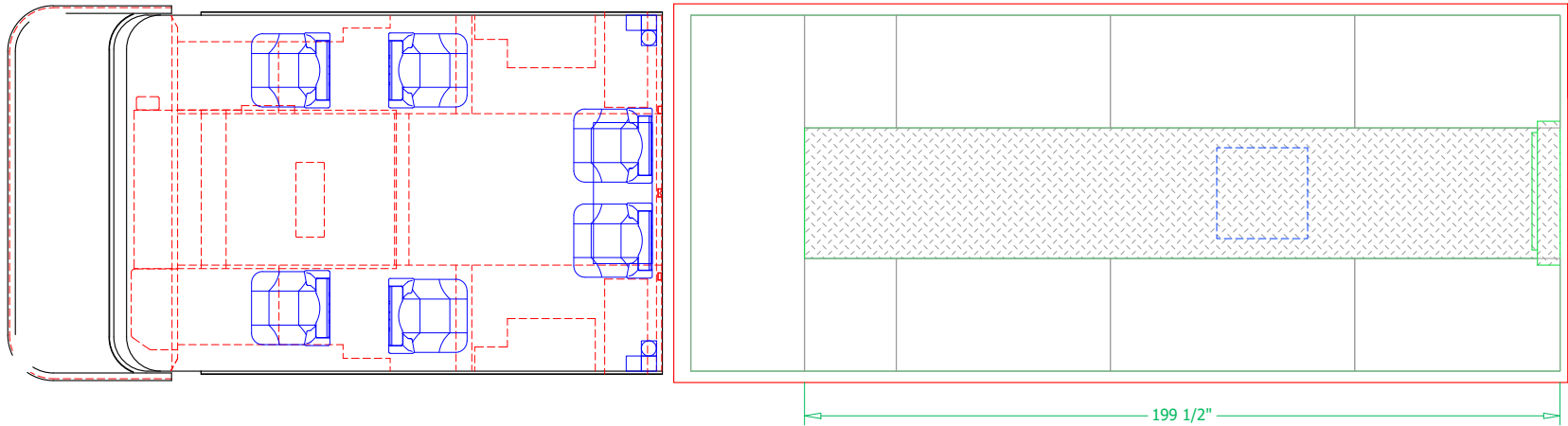
DRAWN BY: SCG	DATE: March 29, 2019	SCALE: 1/4" = 1'-0"
DRAWING NO: Avondale_AZ_hr_Prelim6	SHEET 2 OF 3	

PRELIMINARY DRAWING - FOR LAYOUT PURPOSES ONLY

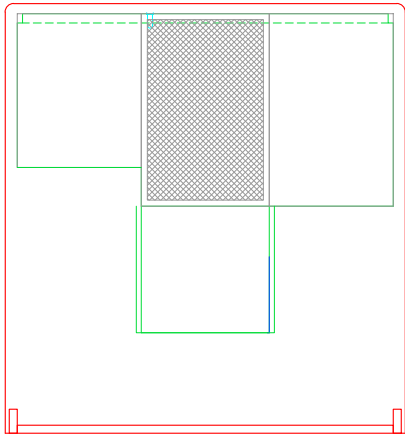
REVISIONS			
REV	DESCRIPTION	DATE	BY

NOTE 1: Do not scale drawing. This drawing is for general truck configuration only. All items and dimensions shown are approximate and may vary with final production. The drawing may not provide illustration for all items in the specification. In all situations where the drawing may contradict the specifications, the specifications shall prevail. This drawing and all data herein are provided as confidential materials and shall not be reproduced without written consent of the manufacturer.

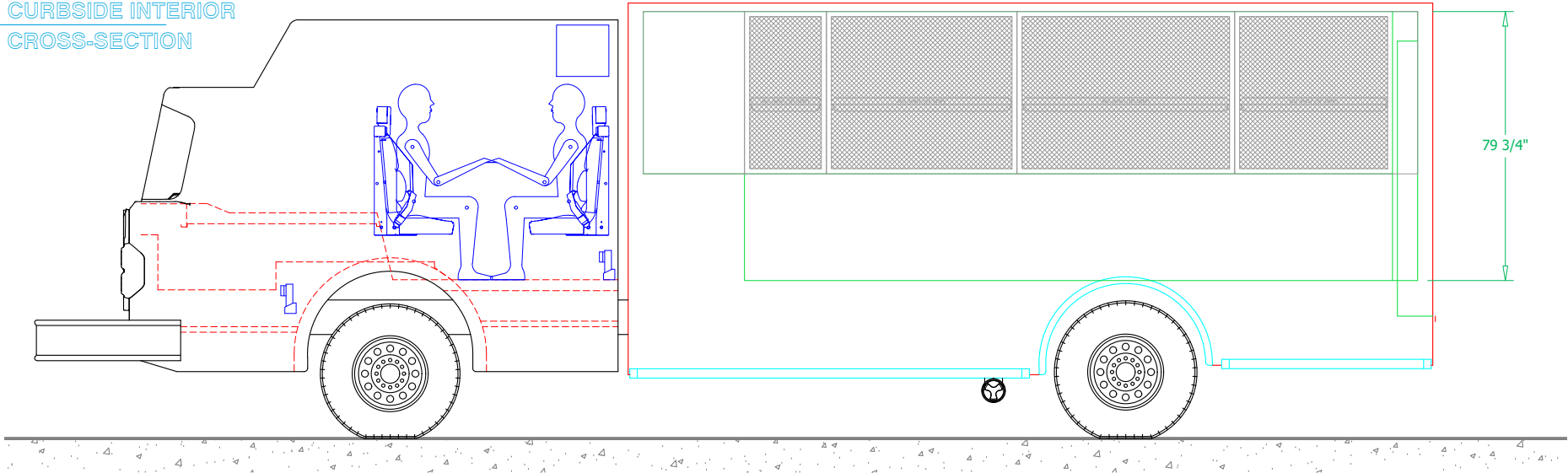
PLAN VIEW
CROSS-SECTION



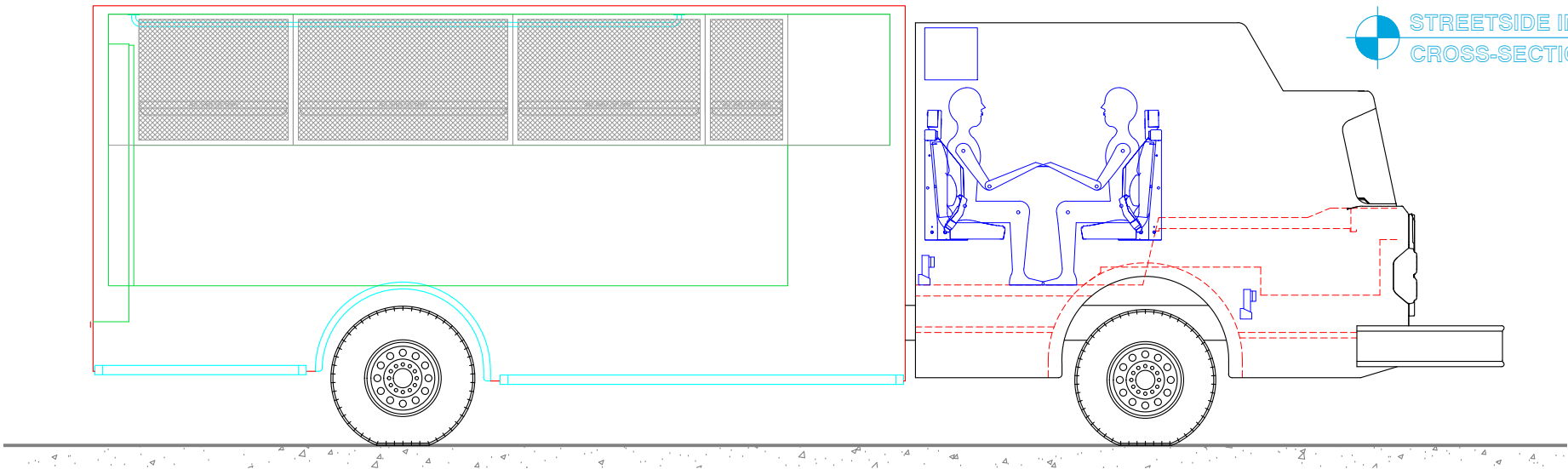
REAR VIEW
CROSS-SECTION



CURBSIDE INTERIOR
CROSS-SECTION



STREETSIDE INTERIOR
CROSS-SECTION



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AVONDALE, AZ
FIRE & MEDICAL

DRAWN BY: SCG	DATE: March 29, 2019	SCALE: 1/4" = 1'-0"
DRAWING NO: Avondale_AZ_hr_Prelim6	SHEET 3	OF 3

EXHIBIT C
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
EMERGENCY VEHICLE GROUP, INC.

[Fee Proposal]



Contract Pricing Worksheets

Rev 02-27-17

NOTE: Purchase Orders are not valid unless a copy of the completed worksheet and the customer's order are faxed to HGACBuy at:
713-993-4548

This Workbook contains three versions of HGACBuy's Contract Pricing Worksheet. One is for Standard Equipment / Services, one is for Catalog or Price Sheet type purchases, and the third is for Motor Vehicles only. See tabs at bottom to select appropriate Worksheet.

Please contact H-GAC staff about use of the worksheets if you have any questions.

FORM E - PUBLISHED OPTIONS - Procurement No.: FS12-17

Offeror Name: **Emergency Vehicle Goup, Inc.**

Buying Agency: **Avondale Fire & Medical**

Product Code: **CCD05 - Walk-Through Rescue, Custom**



Code or Part No.	Option Description	Qty.	Offered Price	Option Total
6	LFD Cab Length	1	\$10,895.00	\$10,895.00
11	Change cab to 20" raised roof	1	\$6,208.00	\$6,208.00
13	Change Custom Cab Paint to Two-Tone	1	\$4,900.00	\$4,900.00
19	Change cab entry doors to barrier clear	1	\$754.00	\$754.00
25	Add Multiplex Control Screen	1	\$1,800.00	\$1,800.00
29	Add Blue Sea Fuse Panel	1	\$562.00	\$562.00
32	Upgrade Engine to 450 HP	1	\$9,900.00	\$9,900.00
37	Add Engine Brake	1	\$2,900.00	\$2,900.00
50	Chassis Supplied PTO	1	\$3,912.00	\$3,912.00
54	Fuel Cooler	1	\$620.00	\$620.00
55	Upgrade Fuel Tank to 68 Gallon	1	\$420.00	\$420.00
62	Upgrade Rear Tires, Wheels Suspension up to 27,000#	1	\$5,762.00	\$5,762.00
69	Upgrade to Rear Air Suspension up to 33,500#	1	\$7,465.00	\$7,465.00
72	Change front wheels to aluminum	1	\$802.00	\$802.00
73	Change rear wheels to aluminum (per axle)	1	\$1,756.00	\$1,756.00
76	Hub and Lug Nut Covers - Single	1	\$340.00	\$340.00
82	Disc Brakes w/ Single Rear Axle	1	\$1,529.00	\$1,529.00
86	Add Air Inlet or Outlet	1	\$475.00	\$475.00
93	Extend Bumper to 28"	1	\$2,842.00	\$2,842.00
104	Q2 Siren	1	\$2,598.00	\$2,598.00
106	Fire Bell	1	\$3,654.00	\$3,654.00
111	Power Windows	1	\$2,619.00	\$2,619.00
112	Change HVAC to Overhead	1	\$10,596.00	\$10,596.00
114	HVAC 120 V	1	\$6,780.00	\$6,780.00
117	Upgraded Cab Floor Insulation	1	\$4,689.00	\$4,689.00
123	Upgrade Cab Interior to Metal	1	\$3,780.00	\$3,780.00
130	Step Trim Kickplate - Basic	1	\$531.00	\$531.00
138	Change Seat to Air Ride	1	\$783.00	\$783.00
146	Exterior Door Handles to Chrome	1	\$996.00	\$996.00
148	Upgrade Door Locks to Electric	1	\$1,502.00	\$1,502.00
149	Upgrade Cab Mirrors	1	\$1,679.00	\$1,679.00
153	Cab Rear Corner Trim	1	\$650.00	\$650.00
164	Upgrade Alternator to 320 A	1	\$896.00	\$896.00
173	Auto Eject Inlet - 30 A	1	\$890.00	\$890.00
174	Upgrade Headlights to LED	1	\$1,560.00	\$1,560.00
181	Map Light - LED	1	\$590.00	\$590.00
182	Upgrade Ground/Step Lights to OnScene LED	1	\$1,596.00	\$1,596.00
189	Cab Roof LED Spotlight	1	\$1,296.00	\$1,296.00

FORM E - PUBLISHED OPTIONS - Procurement No.: FS12-17

Offeror Name: **Emergency Vehicle Goup, Inc.**

Buying Agency: **Avondale Fire & Medical**

Product Code: **CCD05 - Walk-Through Rescue, Custom**



Code or Part No.	Option Description	Qty.	Offered Price	Option Total
200	Custom Air Horn Activations	1	\$175.00	\$175.00
201	Custom Siren Activations	1	\$175.00	\$175.00
202	Back-Up Camera System	1	\$1,200.00	\$1,200.00
203	Add Side Camera to Back-Up Camera System	1	\$400.00	\$400.00
207	Weatherband Radio	1	\$975.00	\$975.00
Body Options				
364	Body Undercoating	1	\$1,904.00	\$1,904.00
382	Pan Style Compartment Doors IPO Roll-Up (each)	1	\$389.00	\$389.00
386	Paint Roll-Up Door	1	\$620.00	\$620.00
387	Add Keyed Lock to Roll-Up Door	1	\$95.00	\$95.00
388	Roll-Up Door Guard	1	\$210.00	\$210.00
389	Roll-Up Door Strap	1	\$85.00	\$85.00
391	Single SCBA cylinders in wheel wells (each)	1	\$436.00	\$436.00
392	Dual SCBA Storage Compartment (each)	1	\$599.00	\$599.00
400	Ladder Storage, Inside Body, Aluminum Door	1	\$5,838.00	\$5,838.00
444	Half Depth Shelf	1	\$385.00	\$385.00
448	Roll-Out Tray - Heavy Duty	1	\$2,400.00	\$2,400.00
452	Pull-Out Toolboard - Medium Duty	1	\$940.00	\$940.00
457	Compartment Floor, Shelf, Tray Decking (Per Compt)	1	\$395.00	\$395.00
Special Service Options				
539	Receiver Hitch - Front/Rear	1	\$820.00	\$820.00
540	Receiver Hitch - Side	1	\$690.00	\$690.00
542	Rope Anchor for Receiver	1	\$295.00	\$295.00
543	Winch Power at Receiver Location (each)	1	\$425.00	\$425.00
546	Lower Body Rub Rail to be OnScene	1	\$1,590.00	\$1,590.00
549	Antenna Rail Mount System - Five (5)	1	\$1,690.00	\$1,690.00
558	Overhead Cabinets with Dry Erase Door	1	\$1,998.00	\$1,998.00
593	Transverse Storage Module	1	\$2,490.00	\$2,490.00
120 V Power Options				
664	Outlet - Generator or Shoreline	1	\$325.00	\$325.00
Light Options				
682	Side Cab/Body Surface Scene Lights - LED	1	\$1,650.00	\$1,650.00

UN - PUBLISHED OPTIONS - Procurement No.: FS12-17

Offeror Name: **Emergency Vehicle Goup, Inc.**

Buying Agency: **Avondale Fire & Medical**

Product Code: **CCD05 - Walk-Through Rescue, Custom**



Code or Part No.	Option Description	Qty.	Offered Price	Option Total
UO-1	Engine Tunnel Mounting Platform	1	\$199.00	\$199.00
UO-2	Map Box w/Open Top with Glove Boxes Outside	1	\$1,023.00	\$1,023.00
UO-3	Cup Holders in Cab & Crewcab	1	\$220.00	\$220.00
UO-4	Storage Bins	1	\$236.00	\$236.00
UO-5	Trash Can	1	\$220.00	\$220.00
UO-6	EMS Mask Holder	1	\$220.00	\$220.00
UO-7	Vest Holders/Gear Hooks	1	\$381.00	\$381.00
UO-8	Helmet Storage: OnScene Talon, Driving Area	2	\$194.00	\$388.00
UO-9	Helmet Storage: OnScene Talon, Crew Area	2	\$194.00	\$388.00
UO-10	Cab Stainless Toe Kick Protection	1	\$908.00	\$908.00
UO-11	Change Cab Overhead cabinets to netting covered ILO dry erase	2	(\$656.00)	(\$1,312.00)
UO-12	Graphics	1	\$2,949.00	\$2,949.00
UO-13	MediRedi Drug Box	1	\$9,858.00	\$9,858.00
UO-14	Delete Cab/Body Walk-Thru Opening: Custom Cab	1	(\$3,389.00)	(\$3,389.00)
UO-15	Cargo Net Over Opening - Each	8	\$152.00	\$1,216.00
UO-16	Traffic Advisor: Whelen, TAL85 LED 8-Lamp, 48"	1	\$2,167.00	\$2,167.00
UO-17	2020 Wells Cargo Trailer Per Spec	1	\$19,005.00	\$19,005.00
UO-18	Equipment and Mounting Per Spec	1	\$85,800.00	\$85,800.00
UO-19	Honda EU3000IS1A 3,000 Watt Generator/Inverter	1	\$2,393.00	\$2,393.00

CITY COUNCIL REPORT

SUBJECT: Cooperative Purchasing Agreement with A to Z Equipment Rentals for Heavy Equipment and Tool Rental

MEETING DATE: 6/17/2019

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director, (623) 333-4410

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve a Cooperative Purchasing Agreement with A to Z Equipment Rental & Sales to provide heavy equipment rental in a maximum annual amount not to exceed \$45,000 and a maximum aggregate amount not to exceed \$225,000 over the five year contract term and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

After a competitive procurement process, the State of Arizona entered into Contract No. ADSPO19-213363, dated September 3, 2018, for A to Z Equipment Rental & Sales to provide heavy equipment rental. The State of Arizona contract permits cooperative use by other governmental agencies including the City of Avondale.

DISCUSSION:

In order to properly maintain City facilities and grounds, streets, water, wastewater and water reclamation facilities, staff needs to purchase and rent specialized vehicles, trailers, equipment and tools from qualified vendors. Many large equipment and tool rental needs by their nature require local access, in order to be time and cost effective.

A to Z Equipment has four valley locations including one in Avondale. A to Z Equipment has successfully supplied the City with the rental and purchase of specialty items for over 19 years. This is an indefinite quantity and indefinite delivery agreement for products. The City does not guarantee that any minimum or maximum number of purchases will be made under this agreement.

BUDGET IMPACT:

Purchases associated with this Agreement are typically charged to the following budget line items and are subject to annual budget authority:

Water Production: 501-9122-00-6610

Streets: 201-6600-00-6610

Water Reclamation Facility: 503-9230-00-6610

Wastewater/Sewer: 503-9200-00-6610

Water Distribution: 501-9100-00-6610

Building Maintenance: 101-5420-00-6650

Grounds Maintenance: 101-5220-00-6650

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Purchasing Agreement with A to Z Equipment Rental & Sales to provide heavy equipment rental in a maximum annual amount not to exceed \$45,000 and a maximum aggregate amount not to exceed \$225,000 over the five year contract term and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
EFFEM CORPORATION D/B/A A TO Z EQUIPMENT RENTAL & SALES**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of June 17, 2019, between the City of Avondale, an Arizona municipal corporation (the “City”), and Effem Corporation d/b/a A to Z Equipment Rental & Sales, an Arizona corporation (the “Vendor”).

RECITALS

A. After a competitive procurement process, the State of Arizona (“State”) entered into Contract No. ADSPO19-213363, dated September 3, 2018, (the “State Contract”), for the Contractor to provide heavy equipment rental non-operated. A copy of the State Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such services under the State Contract, at its discretion and with the agreement of the awarded Contractor.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the State Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the City with services, as more particularly set forth in Section 2 below on an “as-required” basis (the “Services”) and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. **Term of Agreement.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until September 2, 2019 (the “Initial Term”), unless terminated as otherwise provided in this Agreement or the State Contract.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a “Renewal Term”) if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for

renewal in each subsequent year, (ii) the term of the State Contract has not expired, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term and (iv) the City approves the additional one-year term in writing (including any price adjustments approved as part of the State Contract), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Contractor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Contractor claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Services under the terms and conditions of the State Contract. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the Services to the City in such quantities and configurations agreed upon between the parties, in a written invoice, quote, work order or other form of written agreement describing the work to be completed (each, a "Work Order"). Each Work Order shall (i) contain a reference to this Agreement and the State Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the State Contract will be subject to rejection. Contractor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the State Contract shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

2.1 Inspection; Acceptance. All Services are subject to final inspection and acceptance by the City. Materials failing to conform to the requirements of this Agreement and/or the State Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the City may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii)

bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The City reserves the right to cancel Work Orders within a reasonable period of time after issuance. Should a Work Order be canceled, the City agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The City will not reimburse the Contractor for any costs incurred after receipt of City notice of cancellation, or for lost profits, shipment of product prior to issuance of Work Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual amount not to exceed \$45,000.00 for Services at the unit rates set forth in the State Contract. The maximum aggregate amount for this Agreement, including all Renewal Terms, shall not exceed \$225,000.00.

4. Payments. The City shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the State Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of Materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the State Contract will be subject to rejection and may be returned.

5. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration, American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration

of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

8. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

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

10. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

11. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, any City-approved Work Orders, the State Contract and invoices, the documents shall govern in the order listed herein.

13. Rights and Privileges. To the extent provided under the State Contract, the City shall be afforded all of the rights and privileges afforded to State and shall be the “State” (as defined in the State Contract) for the purposes of the portions of the State Contract that are incorporated herein by reference.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to State to the extent provided under the State Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Contractor’s obligation to provide the indemnification and insurance

15. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Charles A. Montoya, City Manager

With copies to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Marsha Chavez, Senior Buyer

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Michael Wawro, City Attorney

If to Contractor: EFFEM d/b/a A to Z Equipment Rental & Sales
1313 E. Baseline Road
Gilbert, Arizona 85233
Attn: Doug Dickerson
ddickerson@atozequipment.com

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party’s counsel or other recipient, the provisions above

governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

EFFEM Corporation d/b/a A to Z Equipment Rental & Sales
an Arizona corporation

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2019, before me personally appeared _____
_____, the _____ of EFFEM CORPORATION
D/B/A A TO Z EQUIPMENT RENTAL & SALES, an Arizona corporation, whose identity was
proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and
acknowledged that he/she signed the above document on behalf of the corporation.

Notary Public

(Affix notary seal here)

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
EFFEM CORPORATION D/B/A/ A TO Z EQUIPMENT RENTAL & SALES

[State Contract]

See following pages.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
EFFEM CORPORATION D/B/A/ A TO Z EQUIPMENT RENTAL & SALES

[Work Orders]

See following pages (to be attached subsequent to execution).

CITY COUNCIL REPORT

SUBJECT: Cooperative Purchasing Agreement with Bank of America for Purchasing Card (P-Card) program

MEETING DATE: 6/17/2019

TO: Mayor and Council

FROM: Lindsey Duncan, Director, (623) 333-2011

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve a Cooperative Purchasing Agreement (CPA) with Bank of America to provide purchasing card services and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

BACKGROUND:

After a competitive procurement process, the City of Tucson entered into contract No. 171574, dated January 31, 2017, with Bank of America to provide purchasing card services. The initial term of the agreement expires January 31, 2022 and allows for up to five (5) one-year renewal terms at the option of the city.

DISCUSSION:

The Finance Department has utilized Bank of America to provide purchase card services to the city since July 2004. Given the number of Arizona Public Sector Agencies that utilize Bank of America for purchasing card services, Bank of America has structured the rebate schedule for a consortium, referred to as the Arizona Public Sector Group. This new rebate structure allows aggregating spend volume with other members to achieve a higher rebate that can be achieved with standalone programs. It is anticipated that the rebate basis points used to calculate the City's rebate will increase from 20 basis points to over 120 basis points by entering into a cooperative purchasing agreement.

BUDGET IMPACT:

There is no budget impact to the City.

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Purchasing Agreement with Bank of America to provide purchasing card services and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BANK OF AMERICA, N.A.**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of June 17, 2019, between the City of Avondale, an Arizona municipal corporation (the “City”), and Bank of America, N.A., a North Carolina national association.

RECITALS

A. After a competitive procurement process, the City of Tucson (“Tucson”) entered into Contract No. 171574-01, dated January 31, 2017, (the “Tucson Contract”), for the Consultant to provide purchasing card program and virtual card payment services. A copy of the Tucson Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such services under the Tucson Contract, at its discretion and with the agreement of the awarded Consultant.

C. The City and the Consultant desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Tucson Contract and this Agreement and (ii) establishing the terms and conditions by which the Consultant may provide the City with purchasing card program and virtual card payment services (the “Services”).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Item B.1. of the Request for Proposal No. 171574 – Purchasing Card Program and Virtual Payment Solutions Negotiation Confirmation Letter Item 1. is hereby deleted in its entirety and replaced with a new Item 1. To read as follows:

B. Post Contract Award Deliverables:

1. Finalize the details of the Purchasing Card and Virtual Payables Implementation Plans to include a mutually agreeable start date (for City of Avondale is July 1, 2019) to begin calculation of the rebate and incentive fee.

2. Term of Agreement.

2.1. Initial Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until January 31, 2022, (the

“Initial Term”), unless terminated as otherwise provided in this Agreement or the Tucson Contract.

2.2. Renewal Terms. This Agreement may be renewed for up to five (5) successive one-year terms (each, a “Renewal Term”) if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the Tucson Contract has not expired, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term and (iv) the City approves the additional one-year term in writing (including any price adjustments approved as part of the Tucson Contract), as evidenced by the City authorized signature thereon, which approval may be withheld by the City for any reason. The Contractor’s failure to seek a renewal of this Agreement following any then-current term other than the Initial Term shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2.3. Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Contractor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, as applicable, under any of the terms or conditions of the Agreement and (ii) any and all Consultant claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

3. Scope of Work. The scope of work shall be as defined in the Tucson Contract.

4. Compensation. The City shall compensate or be compensated by, Consultant in accordance with the pricing structure as detailed in the Tucson Contract, including any fees or related incentives. The Exhibit A. of this Agreement (attached hereto) is the basis for pricing and compensation throughout the term of the Agreement.

5. Records and Audit Rights. To ensure that the Contractor/Consultant and its subcontractors are complying with the warranty under Section 6 below, Contractor/Consultant’s and its subcontractors’ books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor/Consultant and its subcontractors’ employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as “Records”), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor/Consultant’s and its subcontractors’ actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor/Consultant’s and its subcontractors’ compliance with the Arizona employer sanctions

laws referenced in Section 6 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor/Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor/Consultant pursuant to this Agreement. Contractor/Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor/Consultant or its subcontractors reasonable advance notice of intended audits. Contractor/Consultant shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

7. Israel. Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

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

9. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

10. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor/Consultant informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor/Consultant hereby waives any and all rights to

bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, any City-approved Work Orders, the Tucson Contract and invoices, the documents shall govern in the order listed in the Tucson Contract.

12. Rights and Privileges. To the extent provided under the Tucson Contract, the City shall be afforded all of the rights and privileges afforded to Tucson and shall be the "City" (as defined in the Tucson Contract) for the purposes of the portions of the Tucson Contract that are incorporated herein by reference.

13. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 12 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to Tucson to the extent provided under the Tucson Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Consultant's obligation to provide the indemnification and insurance.

14. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: Charles A. Montoya, City Manager

With copies to: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: Loretta Browning, Senior Buyer

 City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: Michael Wawro, City Attorney

If to Consultant: Bank of America, N.A.
 201 E. Washington Street
 Phoenix, Arizona 85004
 Attn: Larry D. Glandon, Sr. Vice President – Market Leader
 Larry.d.glandon@baml.com

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Consultant”

BANK OF AMERICA, N.A.,
a North Carolina national association

By:_____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2019, before me personally appeared _____, the _____ of BANK OF AMERICA, N.A., a North Carolina national association, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the association.

Notary Public

(Affix notary seal here)

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BANK OF AMERICA, N.A.

[Tucson RFP/Contract]

See following pages.

CONTRACT #171574

PURCHASING CARD PROGRAM AND VIRTUAL PAYMENTS SOLUTIONS

TABLE OF CONTENTS

1. NEGOTIATIONS
2. REQUEST FOR CLARIFICATION AND
ADDITIONAL INFORMATION
3. INTERVIEW AND DEMONSTRATION
4. BANK OF AMERICA PROPOSAL
5. CITY OF TUCSON REQUEST FOR PROPOSAL
6. BANK OF AMERICA CORPORATE CARD
SERVICE AGREEMENT

NEGOTIATIONS

NEGOTIATED CONFIRMATION LETTER DATED
JANUARY 18, 2017.

- * ARIZONA PUBLIC SECTOR GENERAL
PRODUCT FEE SCHEDULE JANUARY 2017
- * RFP 171574 - EXCEPTIONS AND
CLARIFICATIONS – FINAL
- * CITY OF TUCSON PURCHASING CARD
LINKING AUTHORIZATION – FINAL
- * BANK OF AMERICA CORPORATE CARD
SERVICE AGREEMENT - FINAL

BANK OF AMERICA RESPONSE TO THE NOTICE
OF INTENT TO NEGOTIATE DATED DECEMBER
12, 2016.

CITY OF TUCSON'S NOTICE OF INTENT TO
NEGOTIATE LETTER DATED DECEMBER 5,
2016.



**CITY OF
TUCSON**
DEPARTMENT
OF
PROCUREMENT

January 18, 2017

Sent via electronic mail, this day

Larry D. Glandon
Senior Vice President – Market Leader
Bank of America, N.A.
201 E. Washington Street
Phoenix, AZ 85004

Email: larry.d.glandon@baml.com

**Subject: Request for Proposal No. 171574 – Purchasing Card Program and
Virtual Payment Solutions
Negotiation Confirmation Letter**

Dear Mr. Glandon,

Based on previous discussions and negotiations, this letter serves as a request for confirmation that the statements below represent your firm's best and final offer to the City of Tucson regarding the subject solicitation. Specifically, you are asked to provide written confirmation by signing the concurrence line below. Points of agreement not identified below are not included in the offer. In the event there is any disagreement with this document or if there is other information that must be included in this document, Bank of America must specify such in a written response to this request.

The following agreement has been made between the City of Tucson and Bank of America with regard to Request for Proposal No. 171574.

A. Order of Precedence

The following documents comprise the order of precedence of the executed contract.

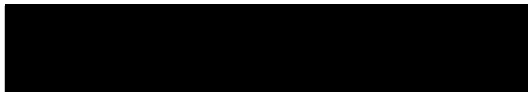
1. City of Tucson's Negotiation Confirmation letter dated January 18, 2017 including attachments.
2. Bank of America's Response to the Notice of Intent to Negotiate dated December 12, 2016.
3. City of Tucson's Notice of Intent to Negotiate letter dated December 5, 2016.
4. Bank of America Response to Request for Clarifications/Additional Information letter dated November 14, 2016.
5. City of Tucson's Request for Clarifications/Additional Information letter dated November 10, 2016.

6. Bank of America Response to Request for Interview/Demonstration dated November 7, 2016.
7. City of Tucson's Request for Interview/Demonstration letter dated October 31, 2016.
8. Bank of America Response to Request for Proposal dated September 29, 2016.
9. City of Tucson's Request for Proposal including any and all amendments issued that modify the RFP.
10. Bank of America Corporate Card Service Agreement - Final

B. Post Contract Award Deliverables:

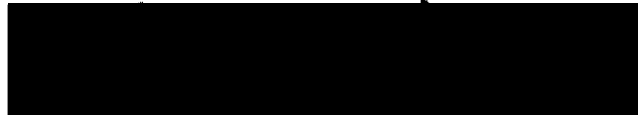
1. Finalize the details of the Purchasing Card and Virtual Payables Implementation Plans to include a mutually agreeable start date (City preference is July 1, 2017) to begin calculation of the rebate and incentive fee.
2. Bank of America agrees to review and analyze the current rebate structure in the competitive marketplace and discuss the results with the City to include a determination if the rebate schedule is still competitive or requires modification.
3. Discuss the potential addition of new agency spend tiers to the rebate schedule.
4. Discuss and agree to a detailed onsite training program for City staff.

Sincerely,



Lloyd B. Windle II, C.P.M., CPPB
Principal Contract Officer

Concurrence,



Larry Glandon
Senior Vice President – Market Leader

Cc: RFP #171574 – Purchasing Card Program and Virtual Payment Solutions

Attachments:

1. Arizona Public Sector General Product Fee Schedule January 2017
2. RFP 171574 - Exceptions and Clarifications – Final
3. City of Tucson Purchasing Card Linking Authorization – Final
4. Bank of America Corporate Card Service Agreement - Final

Program Overview:

Date: _____

The Arizona Public Sector Group is an association of Bank of America's Purchase Card, Travel Card, Corporate Card and ePayables public sector clients. The purpose of the Arizona Public Sector Group is to help state and local government agencies, public schools and municipalities to grow their card programs and earn additional rebate basis points on their individual annual Transaction Volume.

SCHEDULE I - GENERAL PRODUCT FEE SCHEDULE

Payment Method and applicable fee:	Electronic Payment – No Fee
Annual Card Fee (Per Card):	Fee Waived
Late Fee: Assessed if full payment is not received by Payment Due Date. <u>Central Bill Accounts:</u> Minimum \$250.00, Maximum \$3,500.00 <u>Individual Bill Accounts:</u>	2.5% of the total balance due \$29.00 per occurrence
Periodic Finance Charge:	Prime Rate + 1.00%
Cash Advance Fee: Minimum \$5.00, no maximum	2.00% of transaction amount
Over limit Fee: <u>Central Bill Accounts:</u> Assessed when Aggregate Charge Limit is exceeded. <u>Individual Bill Accounts:</u> Assessed when any Card Limit is exceeded.	Fee Waived NA
Returned Payment Fee:	\$29.00 per occurrence
Copy Fee:	\$3.00 per copy
Logo Fee:	Logo Card Fee Waived
Unique Card Design Fee:	TBD
International Transaction Fee:	1% of the U.S. Dollar amount

SELECTION OF SETTLEMENT PERIOD

Indicate the Settlement Period or number of days after the statement closing date within which payment is due.	3, 7, 14, 20 or 25 day settlement period
--	--

SCHEDULE II - ELECTRONIC PRODUCT FEE SCHEDULE

Internet Application Options:	
Works Solution <i>*\$1,000,000 Annual Spend Threshold</i>	Fee Waived
Visa VIM with Workflow	Fee Waived
MasterCard Smart Data Online	Fee Waived
Visa Information Management Solution (VIM) Reporting – (for 1099 reporting if needed)	Fee Waived
MasterCard Enhanced Merchant Reporting (EMR) – (for 1099 reporting if needed)	Fee Waived
Custom Interface: (*With Works Ad Hoc Reporting – Never had client need this)	
Interface warranty period of 1 year	
Development	\$150.00 per hour
Maintenance	\$150.00 per hour
Standard Electronic File Delivery Options:	
EDI 811	Delivery Fee Waived
Statement Billing File	Delivery Fee Waived
File Express (MasterCard Only)	File Express Not Selected

SCHEDULE III - SCHEDULE OF REBATES

Rebate Definitions:

"*Calculation Period*" means, initially, the twelve (12) month period commencing February 1, 2017, and thereafter, each subsequent (12) month period.

Comment [LW1]: This date to be agreed to by both parties after program implementation. This date will not coincide with date on Offer & Acceptance Page.

"*Cycle Days*" means the number of days from the start of the billing period to the statement date.

"*Grace Days*" means the number of days from the statement date that payment is due.

"*Large-Ticket Interchange Transactions*" means certain transactions which, based upon the type of merchant and/or transaction dollar amount, are subject to a Visa or MasterCard large ticket interchange program, as determined by and amended by Visa and MasterCard from time to time.

"*Rebate Multiplier*" means the multiplier corresponding to the Transaction Volume and Cycle and Grace Days as set forth in the Standard Rebate Multiplier Table and the multiplier corresponding to the Average Large Ticket Transaction Size and Cycle and Grace Days set forth in the Large Ticket Interchange Transactions Table below.

"*Standard Transactions*" means the Transaction Volume not meeting the criteria for Large-Ticket Interchange Transactions.

"*Average Large Ticket Transaction Size*" means the arithmetic mean of all Large Ticket Interchange Transactions billed during a Calculation Period.

"*Total Credit Losses*" means, for any Calculation Period, the sum of (i) Bank of America's credit losses on the Card Accounts for the Calculation Period and (ii) Bank of America's credit losses on the Card Accounts for any previous Calculation Period which have not been applied against any rebate payable pursuant to this Rebate Schedule.

"*Transaction Volume*" means, for any Calculation Period, the total dollar amount of purchase transactions made with the Cards during the Calculation Period, less the total dollar amount of: returned purchases, credit adjustments, Transactions resulting from Unauthorized Use, and disputed charges. Cash advances and Convenience Checks are not included in Transaction Volume.

Rebate Conditions:

The program must meet the following conditions in order to qualify for a rebate:

- (i) During the Calculation Period, Client and participating affiliates pay Bank of America the total amount of the new balance shown as due on each billing statement on or before the payment due date;
- (ii) Neither Client nor participating affiliates has breached any obligation, covenant, representation or warranty contained in the Agreement;
- (iii) For the Calculation Period, and Transaction Volume is at least **\$350,000**.

Comment [LW2]: Should this be the minimum number attainable for a rebate?

Rebate Calculation and Payment:

In the event that all of the above Rebate Conditions are met with respect to the Calculation Period, Bank of America will pay a rebate to Company, which shall be calculated at the end of the Calculation Period. The Rebate Multiplier will be determined based on (1) The combined Standard Transaction Volume from all participating institutions, and (2) The Standard Transaction Volume from the individual institution and (3) the cycle and grace period for the individual institution.

The rebate calculation period for any 12 month period starts on the first day of January and ends the last day of December the same year. The basis points aligned to the total aggregate Transaction Volume will be used to calculate a rebate for each **Arizona Public Sector Group** member based on their individual program Transaction Volume and Grace Days. The Rebate Multiplier basis points aligned to the aggregate Transaction Volume for Purchase Cards, Travel Cards and/or ePayables Dollar Volume Tier will be used to calculate rebates for individual group members, in accordance with the respective Multiplier Tables for Standard and Large Ticket Interchange Transactions and using the following equation:

$$\text{(Transaction Volume for Standard Transactions x Rebate Multiplier)} + \text{(Transaction Volume for Large Ticket Interchange Transactions x Rebate Multiplier)} - \text{Total Credit Losses}$$

Payment of any rebate will be made by ACH credit or other means determined by Bank of America, within ninety (90) days following the end of the Calculation Period. No rebate will be paid to any participating affiliates.

Should one or more of the above rebate conditions not be met, Bank of America will be under no obligation to pay any rebate, although Bank of America may, in its sole discretion, determine to pay a rebate in an amount determined by Bank of America. Bank of America's payment of a rebate in such circumstance will in no way obligate Bank of America to pay a rebate with respect to any subsequent Calculation Period if the rebate conditions have not been met.

STANDARD MULTIPLIER TABLE

30 cycle days; 25 grace days

AZPSG Annual Transaction Volume Tier Excludes Large Ticket Transactions (1) All Institutions		Entity Annual Volume (2)							
		350,000	1,000,001	2,500,001	5,000,001	10,000,001	15,000,001	20,000,001	50,000,001
		1,000,000	2,500,000	5,000,000	10,000,000	15,000,000	20,000,000	50,000,000	+
		Rebate Basis Points							
\$0	\$4,999,999	84	89	94					
\$5,000,000	\$9,999,999	89	94	99	109				
\$10,000,000	\$19,999,999	94	99	104	114	119	121	120	
\$20,000,000	\$29,999,999	97	102	107	117	122	124	123	
\$30,000,000	\$39,999,999	100	105	110	120	125	127	126	
\$40,000,000	\$49,999,999	103	108	113	123	128	130	129	
\$50,000,000	\$59,999,999	106	111	116	126	131	133	132	142
\$60,000,000	\$69,999,999	109	114	119	129	134	136	135	145
\$70,000,000	\$79,999,999	112	117	122	132	137	139	138	148
\$80,000,000	\$99,999,999	114	119	124	134	139	141	141	151
\$100,000,000	\$124,999,999	120	125	130	140	140	142	144	154
\$125,000,000	\$149,999,999	120	126	131	140	145	147	155	165
\$150,000,000	\$174,999,999	120	127	132	141	146	148	156	166
\$175,000,000	\$199,999,999	120	128	133	142	147	149	157	167
\$200,000,000	\$224,999,999	120	129	134	143	148	150	158	168
\$225,000,000	\$249,999,999	120	130	135	144	149	151	159	169
\$250,000,000	+	120	131	136	145	150	152	160	170

(1 BPS = .01% or 60 BPS = .60% or .006)

Increase Standard Transaction Rebate Multiplier based on Cycle and Grace Days (3)	Cycle Days	7	14	14	30	30	30	30	30
	Grace Days	3	3	7	3	7	14	20	25
	Rebate BPS Increase	23	21	18	15	13	8	4	0

LARGE TICKET MULTIPLIER TABLE

Large Ticket Interchange Qualified Transactions Annual Volume	Cycle days Grace days	7	14	14	30	30	30	30	30	
		3	3	7	3	7	14	20	25	
		REBATE BASIS POINTS								
\$0	+		100	96	91	86	82	73	66	60

Transaction Volume Growth Incentive

Bank of America wishes to further incent the use of Card (Purchase Card and ePayables) by the Local Public Bodies.

Bank will pay each participating Local Public Body an incremental Card Transaction Volume Growth incentive, as follows

\$5mm incremental growth = 10 BPS

\$10mm incremental growth = 20 BPS

\$20mm incremental growth = 30 BPS

If the Local Public Body's Card Standard Transaction Volume growth exceeds Five Million Dollars during an annual Calculation Period, then Bank will pay ten basis points (0.10%) on the Card Standard Transaction Volume that is growth over the previous highest annual Calculation Period Standard Transaction Card Volume.

If the Local Public Body's Card Standard Transaction Volume growth exceeds Ten Million Dollars during an annual Calculation Period, then Bank will pay twenty basis points (0.20%) on the Card Standard Transaction Volume that is growth over the previous highest annual Calculation Period Standard Transaction Card Volume.

If the Local Public Body's Card Standard Transaction Volume growth exceeds Twenty Million Dollars during an annual Calculation Period, then Bank will pay thirty basis points (0.30%) on the Card Standard Transaction Volume that is growth over the previous highest annual Calculation Period Standard Transaction Card Volume.

By way of example,

- 1) If the Local Public Body had year 1 ePayables volume of \$5mm, then the year 1 Card growth incentive would be \$5mm times 0.10%, which would be Five Thousand Dollars (\$5,000.00).
- 2) If the Local Public Body had year 2 ePayables volume of \$15mm, then the year 2 Card growth incentive would be \$10mm times 0.20%, which would be Twenty Thousand Dollars (\$20,000.00).
- 3) If the Local Public Body had year 3 ePayables volume of \$50mm, then the year 3 Card growth incentive would be \$35mm times 0.30%, which would be One-Hundred Five Thousand Dollars (\$105,000.00).

Payment of any growth incentive will be made by ACH credit or other means determined by Bank of America, within ninety (90) days following the end of the applicable annual Calculation Period.

Nothing in this Schedule of Fees and Charges is intended to state a term for the Agreement. For the avoidance of doubt, any period of time set forth in the Schedule of Fees and Charges applies solely to pricing terms, but only to the extent the Agreement has not been terminated as set forth in the Agreement.

Notwithstanding anything to the contrary in the Agreement or this Schedule of Fees and Charges, all fees and charges are subject to change upon 30 days prior written notice to you if an event external to Bank of America increases the cost or decreases the revenue to Bank of America (e.g., decreases to interchange revenue paid to Bank of America by a card association, increases to funding costs due to interest rate changes or deterioration in your financial condition) in connection with providing this card program to you.

END OF PRICING SCHEDULES

BONUS INCENTIVE

Bank will pay Company a bonus incentive as set out below, within ninety (90) days of the date of the first live (non-test) transaction of the Card program. This bonus incentive is in addition to the rebates noted above. This bonus incentive is contingent on achievement of both Year 1 and Cumulative US Standard Transaction Volume requirements as set out below. If the program fails to achieve either of the US Standard Transaction Volume targets, then Company will pay back to Bank a proportional amount of the bonus incentive less any previous adjustments. For example, if the Year 1 Transaction Volume is 10% below the Year 1 target Transaction Volume, then 10% of the bonus incentive will be repaid to Bank at the end of the first annual Calculation Period.

Signing Bonus Incentive	Year 1 Volume Requirement	Five Year Cumulative Volume Requirement
Two Hundred Thousand Dollars (\$200,000)	Forty-Five Million Dollars (\$45mm)	Three Hundred Twenty Five Million Dollars (\$325mm)

If, after Bank of America pays Company a bonus incentive, Company terminates the Agreement for convenience in accordance with the Agreement, or Bank of America terminates the Agreement for cause in accordance with the Agreement within five (5) years from the effective date of the Agreement, Company agrees that it will reimburse Bank of America a pro rata portion of the bonus incentive in accordance with the following calculation: Company may retain one-fifth of the bonus incentive for each completed year of the Agreement and will re-pay the remainder to Bank of America less any previous adjustments to the bonus incentive.

Nothing in these Schedule of Fees and Charges is intended to state a term for the Agreement. For the avoidance of doubt, any period of time set forth in the Schedule of Fees and Charges applies solely to pricing terms, but only to the extent the Agreement has not been terminated as set forth in the Agreement.

Acknowledgement

By signature of an authorized representative(s), you agree to the terms and conditions of this Schedule of Fees and Charges presented herein. This form must be signed in ink by an authorized representative(s) and submitted with the original signature to your Bank representative.

CLIENT(S)

Bank of America N.A.

[CLIENT NAME]

By: _____
(Signature) (Date)

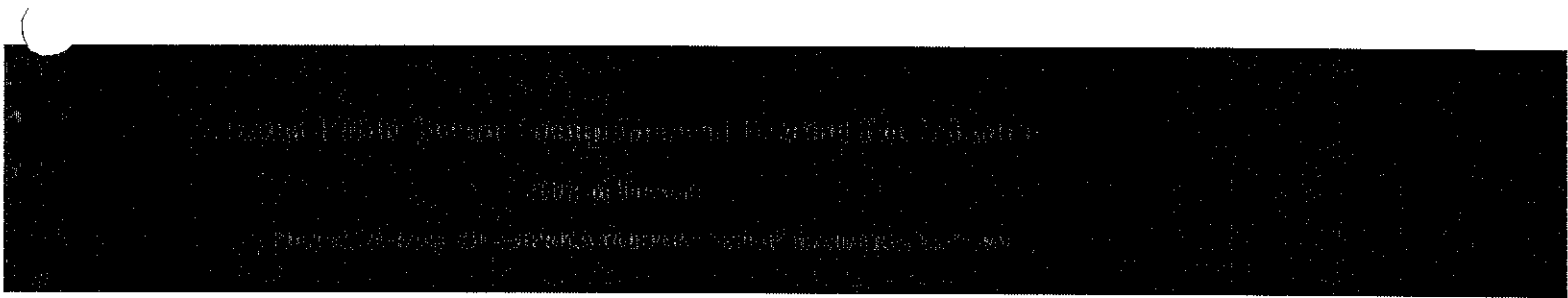
By: _____
(Signature)
(Date)

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: _____
(Print or Type)



Exceptions and Clarifications

Clarifications

Special Terms and Conditions

Ownership of Data, Section 2, page 19

This is a clarification. States the City's requirements regarding handling of information at termination.

As a national banking institution, we are required by our regulators to retain an archival copy of data. Further, the bank will assist in providing transaction data to the City, upon request, in accordance with industry standards. However, the City will have the ability to download its transaction data to its systems at any time during the contract.

City Response: Agreed

This is a clarification. Requires bank to be liable for all costs, fees and damages incurred by the City if we fail to deliver data within their 10 day timeframe or if we fail to securely maintain data or erase data from our files.

Bank of America requests that the bank's liability be governed in accordance with the Limitation of Liabilities section of our Corporate Card Service Agreement ("Card Agreement") which states we are liable to you only for actual damages incurred as a direct result of our failure to exercise reasonable care in providing a service.

City Response: Agreed

Cooperative Purchasing, Section 3, page 20

This is a clarification. Also known as "piggybacking" or a "linking agreement".

Bank of America requests the opportunity to evaluate, on a case-by-case basis, the individual agencies that desire to have the terms, conditions and prices of the City's contract extended to them. The bank's contracts, including their pricing, are developed on a per client basis and are largely dependent on service specific volumes among other considerations.

City Response: Agreed

Term and Renewals, Section 4, page 20

This is a clarification. States a 5 year initial term with five 1-year renewal periods at the City's sole discretion.

While Bank of America can agree to an initial five (5) year term, we would request that any subsequent extension be at the mutual agreement of both the City and Bank of America. Further, with respect to any amendment, while Bank of America does not intend to change the terms and conditions during the life of the contract, the bank is subject to regulatory, legal and other rules that govern our business that may impact this Agreement and we agree to provide the City notification of any such change. Therefore, we cannot agree that all terms will remain the same as required.

City Response: Any extension (contract amendment) requires both parties signatures to be a valid. Terms and conditions other than those that are regulatory, legal, interchange fees or card network, etc. requires mutual agreement through executing a written contract amendment. Information regarding changes to regulatory or legal rules that impact the contract shall be emailed to the City upon request.

Fee Adjustment, Section 5, page 20

This is a clarification. States no fee adjustments for the first year.

While Bank of America does not anticipate any changes to fees during the contract, the bank is subject to regulatory, legal and other rules that govern our business that may impact this Agreement and assessments and pass-through charges, including but not limited to, items such as Federal Deposit Insurance Corporation (FDIC) assessments and Association Interchange fees are variable. Bank of America may change them without advanced notice. The City will be notified of any changes. Therefore, we cannot agree that there will be no fee adjustment during the first year.

City Response: Agreed

Key Personnel, section 6, page 20

This is a clarification.

The bank shall endeavor to provide the City prior notice to a change in Key Personnel. However, any change in Key Personnel would need to remain in the control of the bank.

City Response: Agreed

Confidentiality of Records, Section 9, page 21

This is a clarification.

In the normal course of business the bank is required to release certain information under specific circumstances and cases, including but not limited to, bank regulators, legal process and court orders. This information will be released without the prior written consent or approval of the City.

City Response: Agreed

Contract Amendments, Section 10, page 21

This is a clarification.

Bank of America agrees to provide the City with notification of any applicable changes to the Agreement. However, the bank is subject to regulatory, legal and other rules that govern our business that may impact this Agreement. Therefore, we cannot agree that all such changes be subject to approval as required.

City Response: Agreed to the extent where the bank is subject to regulatory, legal, interchange fees or card network requirements.

Exclusive Possession, Section 15, page 22

This is a clarification.

The services and applications requested in the RFP are an "off-the-shelf" product provided to all of our clients that utilize the services. We do not anticipate that any work product or other deliverables specific to the City will be created under this contract; therefore, we consider this provision to be not applicable in the provision of services.

City Response: Discuss....

Force Majeure, Section 17, page 22

This is a clarification.

Force majeure. Neither you nor we will be liable for any failure or delay in performing our respective obligations for a Service if that failure or delay is caused by circumstances beyond the control of the other party, including any natural disaster (such as earthquake or flood), emergency conditions (such as war, riot, fire, theft or labor dispute), legal constraint or governmental action or inaction, or for the act, omission, negligence or fault of the other.

City Response: Agreed.

Payment, Section 29, page 23

This is a clarification.

Bank of America requests, unless otherwise agreed by the bank, payments be made by ACH in accordance with the Payment of Card Accounts section of our Card Agreement.

City Response: Agreed

This is a clarification.

Regarding termination by the City due to non-appropriation of funds, the City is liable for payment of any transactions and related fees incurred prior to the date of termination, including trailing transactions which may not be charged to your account until after the date of termination due to timing at a merchant's terminal or recurring charges, such as subscriptions or telephone bills, etc.

City Response: Agreed

Warranties, Section 42, page 25

This is a clarification.

Bank of America requests that the products and services offered in our proposal response be governed by the warranties detailed in our Card Agreement.

City Response: Agreed

Exceptions

Standard Terms and Conditions

Assignment-Delegation, Section 5, page 21

This is an exception. No assignment without prior written consent.

Bank of America does not anticipate assigning, transferring or conveying any rights, obligations or interest under this contract. However, should it become necessary, Bank of America reserves the right to make these business decisions in the best interest of our clients, and reserves the right to do so without a client's written consent. Further, the bank generally reserves the right to assign to a Bank of America affiliate without consent. While the bank would certainly discuss with the City any potential assignment of the contract to an affiliate and would stipulate that any affiliate to which the contract is assigned would conform to the terms, conditions and requirements of the contract, the bank would propose the bank have the ability to assign the contract to another Bank of America affiliate. Further, as a federally chartered national banking association, any successor institution must by law assume our rights and responsibilities. This is not dependent upon a client's agreement.

City Response: Agreed

Contract, Section 11, page 21

This is an exception. This provision states the documents which will make up the Contract between the parties, and excludes the terms and conditions.

Bank of America can agree to all of the City's standard terms and conditions subject to those items with which the bank has taken exception to or provided clarification for. Further, Bank of America requests inclusion of our Corporate Card Service Agreement (the "Card Agreement"). Our Card Agreement contains necessary provisions that are required by banking laws, card association operating regulations, and industry standards as well as the provisions required for the provision of card services and precedence can be determined upon award. We realize there may be certain required terms and conditions, including the RFP, you will have to have in any agreement you have with a service provider and we would be willing to work with you, in good faith, to incorporate and integrate these terms into the final agreement.

City Response: Agree to incorporate said Card Agreement based on completing successful negotiations with mutually agreed to language.

Indemnification, Section 20, page 22

This is an exception.

We are generally unable to give indemnities with respect to third-party claims growing out of card services we provide to our clients. Such claims relate to the relationship, including contractual relationships, which the third parties have with our clients, not with us. We are unable to anticipate and control those relationships. We cannot price our services to cover such unknown and potentially large liabilities to parties with whom we are not agreeing to provide any services or for other potentially unknown and large liabilities. However, we are pleased to offer mutual non-indemnification, whereby neither party indemnifies the other, with the exception of infringement claims. Our liability remains actual, direct damages for failure to exercise reasonable care when providing services.

City Response: Agreed.

Subcontracts, Section 38, page 24

This is an exception. No subcontracting without prior written consent.

By entering into a treasury management services agreement with you, the bank is assuming responsibility for providing the covered services, regardless of any agents, employees or subcontractors (vendors) which the bank may employ in providing the services. In the performance of treasury management services it is the bank's general practice to retain employees, agents or subcontractors to service any or all of its clients in general rather than to service a particular client. Because the bank has many thousands of clients it is not practical for the bank to require one or more client's approval of general subcontractor (vendor) agreements. Bank of America cannot agree to limit ourselves to not subcontract out work, or require the consent of a client that in the future we may deem to be in the best interest of the bank.

City Response: Agreed

Termination of Contract, Section 40, page 24

This is an exception.

While Bank of America can agree to a 30 day notice period from the City for termination, Bank of America suggests, in accordance with the Termination provision in our Card Agreement, a 60-day termination notification period from the Bank. Based on the scope of services and time needed to fully terminate, the 60-day period is considered appropriate. Further, the bank must retain its right to immediately terminate service under the circumstances described in the Card Agreement. With respect to the City's specified events of default, the City may terminate service at any time for any reason simply by stopping use of the cards, and we would welcome the opportunity to have further discussion around events of default appropriate for a national banking association providing card services.

City Response: Agreed

Bank of America Corporate Card Service Agreement

This Bank of America Corporate Card Service Agreement (the "Agreement") is made by and between Bank of America, N.A., a Bank of America company, ("Bank of America"), and City of Tucson ("Company") and shall be effective upon the signature of the Offer & Acceptance Page (RFP #151574) by the City of Tucson. ("Effective Date").

The terms "we", "us" and "our" refer to Bank of America. The terms "you" and "your" refer to Company.

With our Corporate Card Services you are allowed to open Card Accounts for your business purposes. You may select one or more of the following card programs: purchasing card program, travel and entertainment card program, accounts payable card program or fleet card program, and the ancillary services set out in Section 18 of this Agreement (each a "Service", collectively, the "Services"). You may begin using a Service once we have approved such use and we have received all required and properly executed forms and you have successfully completed any testing or training requirements. Whenever you use a Service, you agree to be bound by this Agreement, as amended from time to time, and to follow the procedures in the applicable Materials.

1. DEFINITIONS

AML/Sanctions Laws. All applicable laws relating to client identification, the prevention of money-laundering, terrorism, the use of proceeds of crime, economic or political sanctions, including Sanctions, and any other similar matter.

Applications. Proprietary Software and/or Materials accessed through our digital platforms or through any of our third party vendor sites; and any related services used to provide the Services, including (i) the Global Reporting Management System ("GRAM") hosted by MasterCard, (ii) a pin platform run by us, (iii) a payment center for US cardholders run by Total Systems, (iv) the Works System, and (v) any other third party vendor we may use from time to time.

Billing Statement. The official invoice provided to you, Participant and/or Cardholder which identifies each Transaction posted during the billing cycle, the date of each Transaction and the applicable fees and charges, payment amount due and Payment Due Date.

Business Day. Each day on which we are open for business related to the Services.

Card. Each plastic charge card which we issue for your Card Account using a Service.

Card Account. Each MasterCard® or Visa® account which we issue to you or to a Cardholder with respect to a Service, including a Cardless Account.

Card Administrator. One or more Individuals designated by you in writing, as our primary contact for the Card Accounts, who is authorized to take actions necessary or appropriate to maintain the Card Accounts, including without limitation designating persons to receive Card Accounts, receiving communications from us related to the Card Accounts, requesting the closure of Card Accounts and otherwise communicating with us with respect to the Card Accounts.

Cardholder. Your employee or any other person who you designate in writing and who we approve to receive a Card. If you or a Cardholder makes a Card Account number, Convenience Check, or a number associated with a Cardless Account available to another party, that person will also be considered a Cardholder.

Cardless Account. An Account for which we assign only an account number, but no Card is issued.

Cash Advance. Use of a Card Account to obtain cash from a participating financial institution, merchant or Automated Teller Machine, to write a Convenience Check or to obtain items readily convertible into cash, such as money orders, travelers checks, foreign currency, lottery tickets, casino chips and race-track wagers.

Confidential Information. All information concerning or relating to a party or any of its affiliates, employees, agents or representatives, including:

- i. a party's business practices and strategies or information concerning business practices or strategies, including any documents prepared by a party or any of its employees, agents or representatives (including lawyers, accountants and financial advisors); and
- ii. any other information which is manifestly confidential by virtue of its nature or description or which a party expressly designates as being confidential.

Convenience Check. A check which we may provide to you, upon your request, to draw on a Card Account.

Data Protection Laws. Collectively, all U.S. national and state laws or regulations, the EC Data Protection Directive (Directive 95/46/EC), the United Kingdom Data Protection Act 1998, and all other applicable laws regarding the collection, use, storage, transfer and processing of data relating to individuals (or, where applicable, legal persons). The term Data Protection Laws includes any laws, regulations or decrees promulgated by a financial regulator governing the use and/or disclosure of customer data, including bank secrecy obligations.

Data Protection Authority. The competent authority for regulating the processing of Personal Data in a relevant jurisdiction.

De-identification or De-identified. Removing, obscuring, masking, or obfuscating enough Personal Data from a record to ensure that the remaining information does not directly or indirectly identify an individual.

E-Commerce Laws. All applicable laws for or on the regulation of commerce and business via electronic means.

Extended Workforce. Any of our subcontractors or vendors with access to Personal Data.

Financial Services Industry Best Practices. The standards, policies and practices generally used in the commercial card issuing business by banks of comparable size and scope to us, including appropriate mitigating controls.

Grace Days. The number of days after the Billing Statement closing date within which payment is due.

Guarantor. A person or entity, other than you or a Participant, that agrees to assume responsibility for the obligations of this Agreement, including payment of any amounts owed.

Information Processing System(s). The individual and collective electronic, mechanical, and software components of our and our Extended Workforce's operations that store, access, process or protect data related to the Services.

Information Security Event. Any situation where there is an actual or strong likelihood of the unauthorized acquisition or unauthorized use or disclosure of Personal Data such that (i) there is a reasonable likelihood of material harm to a Cardholder or (ii) there is a reasonable likelihood of identity theft or fraud against an individual as determined by us, using Financial Services Industry Best Practices assessment criteria.

Information Security Policy. Our information security policy, which may be amended from time to time by us in our discretion.

License. A non-transferable, nonexclusive, worldwide, revocable, limited license to access and use the Applications and any related services, in a manner intended for authorized use, and to the extent authorized by us.

Materials. The Software, user identification codes, passwords, codes, keys, test keys, security devices, embedded algorithms, digital signatures and certificates, other similar devices and information, User Documentation and related documentation we provide to you in connection with the Services.

Participant. A Subsidiary, affiliate or division of yours which you designate in writing on a Participant Account Form and which we approve, for us to issue a Card Account with its own account number. A Participant Account Form, upon completion by you and approval by us, will be made a part of this Agreement.

Payment Due Date. The payment due date shown on the Billing Statement which date shall be the last day of the Grace Days.

PCI-DSS. The Payment Card Industry - Data Security Standard as amended from time to time and any successor standard adopted by the payment card industry establishing security standards for payment cards.

Personal Data. Means (i) any "non-public personal information" as such term is defined under Title V of the U.S. Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq. and the rules and regulations issued thereunder; (ii) any "personal data" as defined in EU Directive 95/46/EC or any equivalent or similar concept of personal data or personal information under any applicable law; or (iii) any other information that can specifically identify an individual, such as name, address and social security number ("SSN"), together, in each case, with any other information that relates to an individual who has been so identified.

Program Data. Any Software, Materials, data, technical assistance, training and related technical data, and any media in which any of the foregoing is contained.

Sanctions. Any sanctions administered or enforced by the United States Government (including the U.S. Department of the Treasury's Office of Foreign Assets Control), the United Nations Security Council ("UNSC"), the European Union ("EU"), Her Majesty's Treasury ("HMT"), or any other relevant sanctions authority.

Software. Web-based applications accessed via a Website and/or the programs and data files provided by us for use on a computer in connection with the Services.

Subsidiary. Any entity in which more than 50% of the ownership interest is owned, directly or indirectly, by you. The term "Subsidiary" does not include affiliates or other entities in which 50% or less of the ownership interest is owned, directly or indirectly, by you.

Transaction. The purchase or reservation of goods or services or a Cash Advance made or facilitated by use of a Convenience Check or Card Account.

Unauthorized Use. Use of a Card Account, Card or Convenience Check by a person (i) who is not your Cardholder, employee or agent, (ii) who does not have actual, implied or apparent authority to use the Card Account, Convenience Check or Card and (iii) whose use does not benefit you directly or indirectly. Any use of a Card Account, Convenience Check or Card after the Agreement has been terminated for any reason shall also be considered Unauthorized Use.

User Documentation. Any written information we provide you, including information in electronic format, as amended from time to time, which contains detailed instructions regarding the use of a Service. Current User Documentation is available upon your request.

Website. Any internet website and/or online access channel for use in accessing the Services.

Workforce. Our employees with access to Personal Data.

2. OUR OBLIGATIONS

2.1 Card Accounts. We will open Card Accounts upon your request which Cardholders may use to conduct Transactions for your business. All Transactions made on a Card Account are considered authorized by you unless we receive and have had a reasonable period of time to act upon written notice from you that the Cardholder is no longer authorized to use the Card, Convenience Checks or the Card Account.

Upon your request, we may also provide Convenience Checks with respect to your Card Accounts. At your request, we may also establish a Cardless Account. If you so request, we will provide to the Cardholder, at the address you or the Cardholder specifies, a Billing Statement reflecting the Cardholder's use of the relevant Card Account. We may deny authorization of any Transaction if we suspect fraudulent activity or Unauthorized Use or for any other reason. Notwithstanding anything to the contrary in the "Limitations of Liability" section of this Agreement, we will not be liable for any failure to authorize a Transaction.

2.2 Qualifications. We are responsible only for performing the Services expressly provided for in this Agreement. We may contract with an outside vendor in performing the Services, however we will remain responsible for their performance under the Agreement.

2.3 Compliance with law. We will provide the Services in a manner which is materially compliant with all laws to which we may be subject (including all AML/Sanctions Laws). We represent and warrant to you on and as of each day on which we provide a Service to you that our performance of our obligations will not materially violate any law applicable to us or facilitate illegal Transactions in the United States.

2.4 OFAC. We will implement systemic protocols to decline attempted Transactions that would violate Sanctions, or that would result in a violation by any person (including any person participating in the Transaction, whether as advisor, investor or otherwise) of Sanctions. We will monitor activity on you and your Participant's Card Accounts for activity that may be expected to lend, contribute, or otherwise fund any activities of a business or person in countries subject to Sanctions and may review such activity with you as may be necessary.

2.5 External Fraud. We will assume the financial liability for all external fraud if you, a Participant or Cardholder has not authorized or participated in the specific Transaction. If there is internal fraud or collusion we offer misuse insurance to help you with recovery from card networks.

3. YOUR OBLIGATIONS

3.1 Use of accounts. You shall use each Card Account solely for your business purposes in accordance with the terms of the relevant Service.

3.2 Obligation to pay. You shall pay for each Transaction, regardless of its purpose or whether you signed a sales draft or received a receipt. In addition, you shall pay our fees and charges as set forth in the schedule of charges currently in effect for you.

3.3 Status of Cardholders. You represent and warrant to us that each Cardholder is a current employee or agent of your company. If a Cardholder ceases to be your employee or agent, you must immediately inform us and destroy or return to us as soon as practicable the Card allocated to that Cardholder.

3.4 Your ability to perform your obligations. Company financial information is available at <https://www.tucsonaz.gov/finance> for the purpose of reviewing Company ability to perform its obligations. You represent and warrant to us that, on the date of the Agreement and on each day that you use the Services or provide any information, all such information about your employees, agents and your company is true, accurate and complete.

3.5 Verification of details. You and each Cardholder will check to ensure that the information embossed on each new Card or printed on each Convenience Check is correct, and you will contact us immediately if there is an error.

3.6 Change in Card Administrator. You must give us prompt written notice of any addition, change or elimination of a Card Administrator.

3.7 Security of your data. You are responsible for protecting and maintaining the security and confidentiality of your data and the data of your Cardholders (including any and all user IDs, passwords and card personal identification numbers (PINs) issued in connection with a Service), for ensuring that it is adequately backed-up and that no person makes such data available to any other person or for any unauthorized purpose. We are not responsible for your loss of your data or the data of your Cardholders that is not maintained on our or our vendors' systems.

3.8 Compliance with law. You must comply, and you must ensure that your Cardholders and all Transactions comply, with all laws to which you, that Cardholder or that Transaction may be subject, including all AML/Sanctions Laws. You must do all things and provide all information which we may request from you to allow us to comply with our obligations under any AML/Sanctions Laws, including (if necessary) providing us with any information required to establish and verify the identity and background of any Cardholder. You represent and warrant to us on and as of each day on which we provide a Service to you that your performance of your obligations will not violate any law or facilitate illegal transactions, including those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq.

3.9 OFAC Covenant. You covenant that you will not use or permit any Cardholder to use, any Card, Cardless Account, Cash Advance or Convenience Check to transact, lend, contribute, or otherwise make available funds to any Subsidiary, joint venture partner or other individual or entity ("Person"), to fund any activities of or business with any Person, in Cuba, Iran, North Korea, Sudan, Syria, or in any country or territory, that, at the time of such funding, is the subject of any Sanctions, or in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as advisor, investor or otherwise) of Sanctions.

3.10 Binding on Participants. If you are a Participant, you agree and acknowledge that the Company has executed the Agreement for and on behalf of you, and that by using the Services, you agree to be bound by all provisions of the Agreement, including this Agreement and authorize the Company to take any and all actions on your behalf in respect of the Agreement.

4. CREDIT LIMITS

4.1 Credit limit. For each Service, we will establish one total credit limit for all your Card Accounts issued to the Company and all Participants. The Company shall determine an individual credit limit for each Cardholder Account which is part of any of your Card Accounts issued to the Company and all Participants. The individual credit limits for each Cardholder Account, when aggregated, may exceed the total credit limit for all Card Accounts issued to the Company and all Participants. However, this will not increase the total credit limit. Upon your request and if approved by us, we may increase the total credit limit or any individual limit. We may decrease the total credit limit or any individual limit in our reasonable discretion.

4.2 Transactions exceeding the credit limit. You agree not to incur obligations which would cause the total credit limit for all your Card Accounts to be exceeded. We will make available online tools and standard reporting for you to monitor cardholder activity. If you do exceed the total credit limit for all of your Card Accounts, we may refuse any Transactions on all of your Card Accounts. We also may require the entire balance owing on your most recent Billing Statement to be immediately due and payable before we allow for further use of your Card Accounts. If an individual Card limit is exceeded and that individual Cardholder Account is individually billed, we may (i) refuse any Transactions as applicable on that Cardholder Account until a payment is made to reduce the balance below the individual Cardholder's credit limit or until you increase that Cardholder's credit limit; and/or (ii) charge you a fee as set out in the schedule of charges currently in effect for you.

5. TRANSACTIONS IN OTHER CURRENCIES

5.1 Currency conversion. If you make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction. The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate.

5.2 International Transaction Fee We may add a fee to the U.S. dollar amount of any Transaction that is made in a foreign currency (the "International Transaction Fee"). The International Transaction Fee is set forth in the schedule of charges currently in effect for you.

6. DISPUTES WITH MERCHANTS AND SUPPLIERS

6.1 Disputes with merchants and suppliers. We will have no liability for goods or services purchased with, or for a merchant's or supplier's failure to honor purchases made with, or for a merchant's or supplier's failure to deliver goods or services purchased using, a Card Account, Convenience Check or Card. If you have any questions, problems or disputes concerning the quality of any goods or services purchased using a Card Account, Convenience Check or Card, a purchase price discrepancy, warranty or other performance issues or any other purchase matter, you must contact

the merchant or supplier directly. You may not rely on any claim or dispute concerning the purchase of goods or services using a Card Account, Convenience Check or Card as a reason to avoid your payment obligations under the Agreement.

Notwithstanding the foregoing, where we process any request for a Transaction refund through a card network on your behalf, which for the avoidance of doubt shall be processed in accordance with the operating rules and regulations of such card network, you agree that in a dispute with a merchant or supplier, we will be subrogated to your rights and each Cardholder's rights against the merchant or supplier and you will assign (and cause the Cardholder to assign) to us the right to assert a billing error against the merchant or supplier. You will, and will cause the Cardholder to, do whatever is necessary to enable us to exercise those rights. We may reverse from any Card Account any Transactions relating to the dispute.

6.2 Authorization for Transactions. A merchant or supplier may seek prior authorization from us before completing a Transaction. If you advise us in writing that you desire to restrict Transactions to merchants falling within certain categories we designate in our User Documentation, we will take reasonable steps to prevent authorization of Transactions from other types of merchants. We, however, will not be liable to you if merchants or suppliers nonetheless accept a Card, Convenience Check or Card Account for other types of Transactions, or if authorization for a Transaction is not given. We may also refrain from authorizing a Transaction for any reason whatsoever in our reasonable discretion.

6.3 Forms of Consent. If a transaction is made using a Card or an account number, you need to consent to the transaction (whether by a Cardholder giving consent or otherwise) so that we can make sure that it is genuine. A transaction can be consented to by:

- i. using a Card with the relevant card PIN or a signature;
- ii. using the account number and other details requested;
- iii. presenting a Card to the supplier's terminal if the transaction is made using contactless technology; or
- iv. such other means as you and we may from time to time agree.

We may deem Transactions which have not been consented to in one of the above manners to be unauthorized and we may decline to process such Transactions. This is in addition to any other rights we have to decline Transactions.

7. CONVENIENCE CHECKS

If we provide Convenience Checks with regard to a Card Account, they may not be used to make payment on the Card Account. We may pay a Convenience Check and post its amount to the Card Account regardless of any restriction on payment, including a Convenience Check that is post-dated, that states it is void after a certain date or that states a maximum or minimum amount for which it may be written. Once paid, Convenience Checks will not be returned to you or the Cardholder.

If you wish to stop payment on a Convenience Check, you must call us at the customer service number shown on your Billing Statement and provide such information as we request or is required under the relevant User Documentation. We will stop payment if we receive your request on or before the Business Day before the Business Day on which we would otherwise pay the Convenience Check. The date on which we would pay a Convenience Check may be prior to the date it would post to your Card Account. A stop payment order will remain in effect for up to six months.

8. CARDLESS ACCOUNTS; ACCOUNTS NOT IN NAME OF INDIVIDUAL

We may, at your request, establish a Cardless Account or establish a Card Account with a designation which is not an actual individual, including, without limitation, designation of a vehicle identification number, license number, department name or "Authorized Representative" on the Card Account. You may provide the number associated with the Cardless Account to your Cardholders. You agree to be solely responsible for the use of any such Cardless Account or Card Account, including, without limitation, any Unauthorized Use.

9. STATEMENTS

9.1 Issue of statements. We will provide to the Card Administrator, or other person you designate in writing to us, a Billing Statement which will identify each Transaction posted during the billing cycle and the date of the Transaction. The Billing Statement will also list any applicable fees and charges for a Service. If you have requested a Card Account for travel and entertainment Transactions, we will provide, upon your request, an additional copy of the Billing Statement covering such use of the relevant Card Account to the appropriate Cardholder at the address which you or the Cardholder provides to us. You agree that we may provide Billing Statements or make Billing Statements available by electronic means, including by way of electronic mail or a Website.

9.2 Review of statements. Once you receive a Billing Statement, you must review it and notify us by telephone (using the appropriate telephone number set out in the Billing Statement), electronic mail, or other method that may be agreed upon by you and us, of any Transaction appearing on that statement which you consider may have resulted from any Unauthorized Use. You must give us this notice as soon as practicable but in any event not later than 60 days after you receive the Billing Statement. If you opt to have individual statements sent to individual Cardholders, you must ensure that each relevant Cardholder complies with the provisions of this Section 9.2. Subject to the requirements of any applicable laws, if you do not (or if a relevant Cardholder does not) give us notice in accordance with this Section 9.2, we may not be liable to refund any amounts relating to that Transaction.

10. PAYMENT OF CARD ACCOUNTS; SET-OFF

10.1 Payment of statement amount. You will pay, or ensure that the relevant Cardholder pays on your behalf, to us the total amount shown as due on each Billing Statement on or before the Payment Due Date shown on the statement. If we do not receive payment in full by the specified due date, in addition to our other rights, we may assess a late fee and finance charge as set forth in the schedule of charges currently in effect for you. You have no right to defer any payment due on any Card Account. For the avoidance of doubt, if individual billing applies, we will collect from you for any amount due which is not paid by a Cardholder.

10.2 Service fees. You will pay us for a Service according to the schedule of charges currently in effect for you, except as we agree otherwise (in writing) from time to time.

10.3 Electronic management information fees and charges. You will pay us for Software support in excess of that contemplated in the Section 16 (Application License) of this Agreement. The charges for such extra support will be as specified by us before such charges are incurred or as otherwise agreed by you and us from time to time in writing.

10.4 Account identification. If you or any Cardholder makes any payment to us in connection with a Card Account, you must, or ensure that they must, at the same time provide us with either the account number or the Card number. We shall not be liable for any delay in crediting any such payment or recording any Transaction, or for failing to do so, where this information is not provided to us in accordance with this Section 10.4.

10.5 Payment method. Unless otherwise agreed by us, payments must be made using an Automated Clearing House (ACH) service. As specified by you, we may initiate ACH debits to any deposit account at any financial institution. If you arrange for direct payment by Cardholders, such an arrangement will not change your responsibilities under the Agreement, including your obligation for payment.

10.6 Set-off. You grant to us a security interest and contractual right of setoff in and to all deposits now or subsequently maintained with us or any of our affiliates or subsidiaries. In connection with that grant, you authorize us to enter into an agreement with our affiliates authorizing, upon the occurrence and continuance of non-payment, the disposition of any such deposits to satisfy all liabilities incurred in connection with a Service, without your further consent. The grant of this security interest shall survive termination of a Service.

10.7 Transactions outside normal processing hours. If we receive any payment from you or a Cardholder in respect of any statement amount outside our normal processing hours to which that payment relates, that payment shall be deemed to have been received by us on the next Business Day. We will provide you with a list of our normal processing hours upon your request.

10.8 Credit balances not permitted on a Card Account. You are not permitted to have a credit balance on any Card Account. If any such credit balance arises (for example, by a refund), then in addition to our rights of set-off, we may retain the credit balance in or towards prepayment of any amount you owe us in the future under the Agreement, or if the amount of the credit balance is material we may, at our option, pay it to you using any method mutually agreed upon between you and us. You also may request that we refund such credit balances to you. We will not use the credit balance in any way which is not set out in Section 10.6 above and this Section 10.8.

11. LOST OR STOLEN CARDS; UNAUTHORIZED USE

11.1 Unauthorized Use. We may refrain from authorizing any Transaction:

- i. if we suspect that the Transaction is or might be fraudulent or unlawful or for the purpose of any fraudulent or unlawful activity;
- ii. if we suspect that the Transaction constitutes or might constitute Unauthorized Use; or
- iii. if to authorize that Transaction would cause us to breach any law (including any AML/Sanctions Laws by which we must abide).

11.2 Failure to authorize. Subject to applicable law, we will not be liable to you if we or any other party fails to authorize or declines any Transaction for any reason. If a Transaction is not authorized or declined, you may seek, and we will provide, reasonable assistance in investigating and resolving the declined or unauthorized Transaction.

11.3 Reporting a loss, theft or unauthorized use; assisting with investigations. In the event of a possible loss or theft of a Card, Convenience Check or Card Account or possible Unauthorized Use, you will give us notice by telephone to the numbers set forth in the User Documentation. You agree to give us this notice as soon as practicable but in any event no later than the Business Day after discovery of the known or suspected loss or theft or Unauthorized Use. If notice as provided in this paragraph is given and you assist us in investigating facts and circumstances relating to the loss, theft or possible Unauthorized Use, including without limitation obtaining an affidavit or similar written, signed statement from the Cardholder, then you will not be liable for Transactions resulting from Unauthorized Use. If we have issued fewer than ten Card Accounts to you, your liability for Transactions by a person who does not have actual, implied or apparent authority to use the Card, Convenience Check, or Card Account and whose use does not result in a direct or indirect benefit to you will not exceed \$50 on each Card.

12. LICENSE TO USE YOUR MARKS

Upon your request, we may place your trademark, tradename, service mark and/or designs ("Company's Marks") on the Cards and collateral materials. You will provide the graphics to us in sufficient time to allow for review and approval by us and, if necessary, the respective card

association. You grant to us a non-exclusive license to use, during the term of the Service, Company's Marks on the Cards and on other materials related to the Card Accounts. If, as you request, we place your Company Marks on the cards or collateral materials, you must pay us in advance any agreed fees, and you agree that the indemnity under the "Protection from Third Parties" section of this Agreement covers any claim that the use of any Company Marks infringes the intellectual property right of any third party.

13. EXTENSION OF CORPORATE CARD SERVICE TO AFFILIATES

Upon your request and submission of a Participant Account form, we may approve one or more affiliates of which you are majority owner for participation in a Service. Each participating affiliate will have the same rights and obligations as you except that no separate charge limit will be assigned. Your charge limit will apply to Transactions on all Card Accounts, including those of your participating affiliates.

You may terminate an affiliate's participation by giving us written notice and a reasonable time to act on such notice. If an approved Participant is, or will no longer be, majority-owned by you, you agree to notify us immediately, and we may immediately terminate the Card Accounts of such Participant.

14. GOVERNING LAW

The Services are governed by the laws respecting national banking associations and, to the extent not covered by those laws, by the laws of the State of Arizona, without reference to that state's principles of conflicts of law, regardless of where you reside or where a Cardholder uses a Card Account.

15. TERMINATION

15.1 Termination upon notice. You or we may terminate the Agreement or a Service upon 60 calendar days prior written notice to the other party.

15.2 Termination upon specific events. Notwithstanding the previous sentence, we may terminate the Agreement or a Service effective immediately, and we will send you notice of the termination if any of the following occurs with respect to you, a Participant or a Guarantor:

- You fail to pay as and when due (whether upon demand, at maturity or by acceleration) or you breach any of the terms and conditions in this Agreement or any other agreement with us or any of our affiliates or subsidiaries;
- You enter or are placed into liquidation, insolvency, administration, receivership, administrative receivership, bankruptcy, reorganization or any other similar procedure (other than in the context of a solvent re-structuring), or any step is taken to do so, or you cease to carry on all or a substantial part of your business or dispose of all or a substantial part of your assets;
- You experience a material adverse change in your financial condition or your ability to perform your obligations under the terms and conditions in this Agreement;
- Any guaranty of your obligations to us terminates, is revoked or its validity is contested by the Guarantor, or any of the events set forth in the above five bullet points attributable to you occur to the Guarantor unless we have agreed to the cancellation of such guaranty;
- You merge or consolidate with or into another entity, and you are not the surviving entity;
- We determine that any representation or warranty made to any of our affiliates or subsidiaries in any agreement is or was, when it was made, untrue or materially misleading;
- You fail to comply with any material law or regulation controlling your operation, including any AML/Sanctions Law;

15.3 Consequences of termination. Upon any termination of a Service or the Agreement as a whole for any reason set forth in section 15.2: (i) the entire balance outstanding on all Card Accounts with respect to that Service or the Agreement shall, at our option, become immediately due and payable; otherwise your payment will be due in accordance with the agreed upon payment cycle including any grace period; and (ii) you will immediately destroy, and will instruct all Cardholders to immediately destroy, all Cards and Convenience Checks. You will continue to be responsible for paying all Transactions on all of your Card Accounts. After termination, you and all Cardholders will make no new Transactions on any Card Account. If, however, such Transactions are made, you will be liable for each of them.

15.4 Return/deletion of materials and software. If a Service you are using is terminated for any reason, you will do the following:

- Immediately stop using any Materials relating to the terminated Service;
- If applicable, erase or delete any Software we have provided relating to the terminated Service to the extent it is stored in your computers; and
- At our option, either return to us or destroy all Materials relating to the terminated Service and certify to us that you have done so.

These obligations will continue after a Service you are using has been terminated.

16. APPLICATIONS LICENSE

16.1 Application of this section. The terms of this Section govern the provision and use of the Applications. Your use of the Applications and any related services means you have read, acknowledge and agree to the terms and the conditions of this Section. We are entitled to grant you licenses (including to your affiliates and Subsidiaries) to access and use the Applications.

16.2 License. The license granted under this Section is a non-transferable, nonexclusive, worldwide, revocable, limited license to access and use the Applications and any related services in accordance with the terms of this Section, in a manner intended for authorized use, and to the extent authorized by us (the "License"). Software provided by a third party may be subject to separate license terms, including "click-wrap" terms that you will be required to agree to in order to utilize such services. The License shall terminate upon the occurrence of any one of the following events: (i) the Agreement is terminated for any reason; or (ii) this License is terminated pursuant to Section 16.11 below. Additionally, unless such use is promptly stopped after we have notified you of it, we reserve the right to revoke the License granted hereunder if you use the Applications and any related services in an illegal or unauthorized manner, including in contravention of these terms. We reserve the right to suspend your access to, and use of, the Applications upon prior written notice of a violation of any of these terms. In addition, we may suspend your access to, and/or use of, the Applications immediately without notice where such action may be required to prevent interference with or disruption to services to our other customers, to protect the integrity of our systems, or as may be required by law or regulation.

16.3 Disclaimers. THE APPLICATIONS, RELATED SERVICES, AND INFORMATION PROVIDED PURSUANT TO THE APPLICATIONS ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE AND OUR THIRD PARTY PROVIDERS HEREBY EXPRESSLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES.

16.4 Modifications. We may modify, withdraw or suspend the Applications or any part of it without notice at any time provided that such modifications are generally provided to all customers of such Services and do not significantly impair the use or operation of the Service.

16.5 Protection of Software. The Software and all copyright, patent, trademark, trade secret and other rights in them are and will remain the exclusive property of us or our licensors. All such intellectual property in the Software and the related services is protected by applicable copyright, patent, trademark or other intellectual property law. The entire content of the Software is subject to our and our third party providers' intellectual property rights, including copyright with all rights reserved. You acknowledge that the License does not convey or grant any intellectual property or other proprietary right to you, except for the limited license granted hereunder. You will follow our instructions concerning access to the Software through our third party vendor platforms. You will ensure that all Participants and Cardholders comply with instructions provided by us and are responsible for any and all acts and omissions of Participants and Cardholders. You further agree not to engage, and will ensure that your employees and agents do not engage, in unacceptable use of the Applications, including the following activities: (i) creating a false identity or otherwise attempting to mislead any person as to your identity or the origin of any communication transmitted through the Applications; (ii) using accounts, account numbers, or attempting to authorize transactions through accounts for which you do not have full authority to conduct such activities; (iii) disseminating or transmitting any materials or messages that do not pertain to the intended use of the Applications or that contain anything that is obscene, defamatory, harassing, offensive, or malicious; (iv) disseminating or transmitting files, graphics, software, or other material that actually or potentially infringes the intellectual property right of any person or entity; or (v) interfering with, disrupting, or attempting to gain unauthorized access to information or other accounts through the Applications hosted by us or our third party vendors and made accessible to you. We may rely on the instructions of any Authorized Users and we will have no liability following any such instruction. You are responsible for all actions taken by Authorized Users with regard to the Applications.

16.6 Accessibility - Your computer systems. Subject to the terms of this Section 16, we will make the Applications available over either the internet or through an intranet site to allow you to electronically and remotely access the Applications. You will provide at your own expense, all necessary telephone lines, internet connections, equipment, software (including a compatible web browser), and services for you to effectively access the Applications. Your access to the Applications will be controlled by a user name and password, as well as the authorization approved by your program administrator.

16.7 Infringement Protection. Notwithstanding Section 23 of this Agreement and except as otherwise provided in this Agreement, we will defend at our own expense or settle any action brought against you to the extent it is based your use of the Applications and the Software including, our entitlement to allow your use of the Applications or your use of the Applications infringe any copyright, patent, trade secret or trademark of any third party in the countries where you are using the Applications, and we will pay all costs and damages finally awarded in any such action. Our obligations under this protection are subject to (i) prompt notice from you of any such claim or action; (ii) your not having made any admission of liability or agreed to any settlement or compromise; (iii) your providing to us, in a prompt and timely manner, the documents, information and assistance we reasonably request; (iv) our having sole control of defending such claim or action; (v) your having used the current version of the Applications, as provided to you by us, in compliance with this Agreement; (vi) your using the Applications only in the manner for which the Applications were designed; (vii) your not modifying the Applications; (viii) your not incorporating the Applications with products not approved by us; and (ix) the claim or action is not due to your negligence or willful misconduct. You acknowledge and agree that our obligations under this infringement protection are our only obligations to you with respect to any infringement claim in connection with your use of the Applications.

16.8 Software updates. We may provide upgrades or new releases of Software which we make generally available to our other customers to whom we license the same Software, which will be deemed part of the Applications once we have delivered or made it accessible through our third party vendors to you.

16.9 Training. At your request, we will use commercially reasonable efforts to train persons to use the Software as offered in response to RFP #171574, but we will not bear any responsibility for such training. You will be deemed to have accepted the Software upon its installation, once it is made available to you, or on your use of the Software.

16.10 Software problems. You will inform us of all errors, difficulties or other problems with the Software of which you become aware. We will make all reasonable efforts to promptly fix or promptly provide workarounds for any material errors reported to us. We may request your reasonable cooperation in resolving any such errors, difficulties or other problems by providing us an overview of input, output and all other data we may reasonably request in order to reproduce operating conditions similar to those present when such errors, difficulties or other problems were discovered.

16.11 Termination of license. Your license to use the Applications will terminate automatically if you breach a term of this Section 16. If, for whatever reason, we cease to be entitled or permitted to license any Applications to you, the License shall immediately terminate. Where possible we shall provide you with reasonable prior notice of this. In addition, if you breach any of your confidentiality obligations with respect to the Applications, we may seek any and all remedies provided by law or equity.

16.12 Limitations. You acknowledge that the Applications have not been produced to meet your specific requirements and have not been tested in every possible combination and operating environment. You agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to our provision to you or your use of any Software and/or Materials.

16.13 Export controls. You understand and acknowledge that any obligations that we may have to provide Program Data are subject in all respects to all applicable laws as may from time to time govern the export or diversion of certain products and technology to and from certain countries. You represent, warrant and agree that you will comply in all respects with the export and re-export restrictions applicable to Program Data shipped and/or provided to you and that you will comply with all applicable laws and regulations governing the export and diversion of Program Data.

17. CHANGES TO A SERVICE

17.1 Requests for changes. You may request us at any time to change the processing instructions for a Service. We are not obligated to implement any requested changes until we have had a reasonable opportunity to act upon them. In making changes, we are entitled to rely on requests purporting to be from you. For certain changes, we may require that your requests be in writing, in a form and manner acceptable to us, or be from an authorized person you designate. In addition, certain requests for changes may be subject to our approval.

17.2 Our right to make changes. If due to events outside of our control (examples include regulatory, legal, card network and interchange fees or market conditions), we may change, add or delete any of the terms of the Agreement (including the schedule of charges currently in effect for you) and/or any terms, conditions and/or pricing applicable to a Service by providing 60 days' notice to you in writing or by electronic means. All such changes will be effective as of the date set forth in such notice. Your continued use of or failure to terminate the Service after the effective date of the change will indicate your agreement to the change. Any other changes shall be mutually agreed upon in writing between the parties.

17.3 Right to terminate. If you disagree with our proposed changes, you may terminate the Agreement in accordance with its terms by providing us with 30 days' advance written notice as set out in Section 17.1 at no additional cost.

If you serve notice on us under this Section 17.3 at least 30 days before our proposed changes are due to come into effect, then unless required by law our proposed changes will not take effect and the Agreement will continue unamended until it terminates pursuant to your notice.

If you serve notice on us under this Section 17.3 less than 30 days before our proposed changes are due to come into effect, then we are entitled (in our absolute discretion) to choose that:

- i. our proposed changes will not apply to the Agreement and the Agreement will terminate on the date on which those changes would otherwise have come into effect (as long as that date is no later than 30 days after the date of your notice); or
- ii. our proposed changes will not apply to the Agreement and the Agreement will terminate 30 days after the date of your notice; or
- iii. our proposed changes will apply to the Agreement with effect from the date on which they are due to come into effect and the Agreement will terminate 30 days after the date of your notice, but, if as a result of the changes you incur any additional fee, charge, expense or other liability, we will promptly apply a corresponding credit to your account with us so as to put you in the same position in which you would have been had the proposed changes never taken effect.

18. ANCILLARY SERVICES

18.1 Adding services. Upon your request and our approval we may provide additional services to you and such participants as we may agree from time to time.

18.2 Receipts imaging service. You may elect to use our receipts imaging service whereby you send us copies of your transaction receipts, which we will electronically store for you (the "receipts imaging service"). It is your obligation to send us legible copies of your transaction receipts. You acknowledge and agree that we will not review the transaction receipts and that you are responsible for retaining the original receipts.

Notwithstanding the limitation of liability section of this agreement, we will not be liable for damages if the images are illegible or blank or for failure to provide copies by a given time or for failure to provide copies we are not reasonably able to provide. Images will be made available to you by website at such times as may be set forth in the applicable user documentation or as otherwise established by us. There is no charge for this service.

18.3 File feeds to third parties. You may request us to send certain program data to your third party servicers. We will do so on the basis that you have reviewed and accepted our standard file layout and you agree that any file transfer shall only be in such standard file layout. You agree to indemnify, defend and hold us, our successors and permitted assigns, our affiliates and their respective directors, officers, agents and employees harmless from and against every claim, demand, proceeding or suit, and from every liability, loss, damage, cost, charge, expense (including any actions or expenditures required by law or regulations, reasonable attorney, auditor and other fees, and costs) whether or not material, liquidated, contingent or prospective in nature, arising out of, resulting from or related to our compliance with your data transfer request.

18.4 Fees/Costs. You acknowledge and agree that any changes to the services which you request and use pursuant to this Agreement may increase the fees which you are required to pay to us in accordance with the Payment of Card Accounts section of this Agreement.

19. ADDITIONAL COSTS AND TAXES

19.1 Relevant taxes. You and we agree that the issuance of any Card Account to you or any Card to a Cardholder or any other person pursuant to the Agreement shall be deemed exclusive of any applicable value added tax, any tax or duty that applies or is levied on the issue of any Card, or any similar tax, levy, duty or impost (a "Relevant Tax") and that, where any Relevant Tax is levied on the issue of any Card or Card Account (or on any other Service or product provided by us under or pursuant to the Agreement), we may issue an appropriate invoice for the Relevant Tax addressed to you, and you must promptly pay to us the amount specified in that invoice.

19.2 Other duties and taxes. Where any tax, levy, duty or impost of any kind is applied or levied on the issue or import of any Card into any territory (an "Import Tax"), you must promptly indemnify, keep us indemnified and hold us harmless in full against and for the amount of the Import Tax applied or levied. Where any tax, levy, duty or impost of any kind is applied or levied on the execution, delivery or performance of the Agreement (a "Contract Tax"), you must promptly indemnify and keep us indemnified and hold us harmless in full against and for the amount of the Contract Tax applied or levied.

19.3 Withholding tax. You may be required to make withholding tax payments or other deductions on account of tax from any amounts which you are required to pay to us under the Agreement (a "Withholding Deduction"). Where any individual Cardholder or any individual who holds a Cardless Account makes any payment to us under the Agreement, that person may also be required to make a Withholding Deduction. You must ensure that you (or the relevant Cardholder or other relevant individual) make all Withholding Deductions where required to do so. You must also inform all individual Cardholders and all persons holding a Cardless Account who use or may use a Service of the circumstances in which they must make a Withholding Deduction. You must indemnify us, keep us indemnified and hold us harmless against all losses, costs, expenses and damages which we incur or are reasonably likely to incur as a result of you, any individual Cardholder and/or any other relevant individual failing to make any Withholding Deduction when required.

19.4 Gross-up. If any sum payable to us under the Agreement is subject to any tax, impost, duty, levy, deduction, set-off, counterclaim, contribution or withholding of any nature whatsoever (wherever in the world imposed), including any and all related penalties, charges and interest (in each case a "Tax Deduction"), the amount of the payment due shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

20. COMMUNICATIONS; NOTICES

20.1 Giving notices. Any written notice or other written communication to be given under the terms of this Agreement will be addressed to the applicable address specified on the signature page, except as you or we specify otherwise in writing. Notices are effective upon receipt, except as otherwise provided in this Agreement or any Materials. If you are a Participant, you agree and acknowledge that any notice we provide to the Company shall be deemed to be given to you.

20.2 Monitoring of phone calls. You agree that we may electronically monitor and/or record any telephone or other electronic communications (whether by telephone, short message service (SMS) message, multimedia messaging service (MMS) message or any other form of telephonic text message, electronic mail or otherwise) with you in those countries which permit that practice. If our records about any such communication are different from yours, our records are presumed to be correct, but such presumption may be rebutted by you..

20.3 E-mail Communications. If you choose to use unencrypted electronic mail to initiate payment requests or other instructions or otherwise communicate with us, your use of such electronic mail with respect to a Service will be subject to the terms and conditions of this Agreement and will comply with the applicable User Documentation. In addition, you agree to bear the risk that such electronic mail may be corrupted, modified, garbled or hacked or its confidentiality may be breached by a third party and the risk that we will rely on such mail, which appears to be from you but which is unauthorized, and that such reliance will result in a loss. In addition, you agree that we may rely on the integrity of facsimile transmissions that you send us, and you agree to bear the risk that the information we receive differs from that sent to us, and that such reliance may result in a loss. In the event that an electronic transmission or facsimile transmission is unclear or if we become aware that it is not an authorized communication from you, we will not act on such transmission and will contact you to clarify any intended content of such transmission.

21. CONFIDENTIALITY

21.1 General. We acknowledge that information we obtain from you in connection with a Service we provide to you under the terms of the Agreement may be Confidential Information. You acknowledge that the Agreement, our pricing information, and the Materials shall be considered to be our Confidential Information. You also acknowledge our claim to proprietary rights in the Materials and our Confidential Information and that the Materials and our Confidential Information constitutes our "trade secrets" or trade secrets of our licensors or vendors.

21.2 Restrictions

In respect of a party's Confidential Information, the other party will:

- i. Safeguard the Confidential Information at all times;
- ii. Establish and maintain procedures to assure the confidentiality of the Confidential Information and any password or code;
- iii. Use the Confidential Information only for the purposes for which we provide them; and
- iv. Notify the other promptly by telephone, confirmed in writing, if any Confidential Information is lost or its confidentiality is compromised.

Neither party will, nor will allow anyone else to, do any of the following without the other party's prior consent:

- i. Disclose any Confidential Information of the other party to any person or entity, except to its employees and agents with a need to know the Confidential Information.
- ii. Make any copies, in whole or in part, of Confidential Information of the other party in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time, except as provided in this Agreement.
- iii. Translate, reverse engineer, disassemble or decompile any Software or security devices of the other party.

21.3 Use of the Materials. You have sole responsibility for the custody, control and use of all Materials. You must ensure that no individual will be allowed to initiate a request or other instruction contemplated in the Agreement or to have access to any Materials without proper supervision and strict security controls to ensure that the Materials are only used in accordance with this Agreement. If the Service requires use of user identification codes or passwords, we will be entitled to rely on the correct user identification codes and passwords, as described in the relevant User Documentation and shall not be responsible for any loss resulting from our correct use of such data.

21.4 Exceptions. This section does not limit either your or our ability to disclose information (i) that the other party has approved by prior writing for disclosure; (ii) that is disclosed to its professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations; (iv) that was in its possession or available to it from a third party prior to its receipt of it in connection with a Service; (v) which is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to that information; (vi) as required or requested by any securities exchange or regulatory body to which you or we are subject or submits, or (vii) as otherwise required to be disclosed by law or by legal or governmental process. If confidential information is requested through the Arizona public records law, Company shall provide Bank of America with written notice and a 10 day time frame to obtain an order from the Superior Court of Pima County to prevent the release of the confidential information. In addition, either party may disclose to its offices, affiliates, officers, employees and agents (and those offices, affiliates, officers, employees and agents may disclose) such information as permitted under this Section or to otherwise carry out its duties or exercise its rights under the Agreement. This section also does not limit our ability or that of our affiliates to access and use transaction data related to a Service provided to you in connection with the management of our or their business.

21.5 Damages insufficient remedy. You and we acknowledge that damages may not be an adequate remedy to protect the other party against breach of this Section 21 of the Agreement. You and we agree that the other party may seek injunctive or other equitable relief in respect of a breach of Section 21 of the Agreement.

21.6 Survival. The obligations enumerated in this Section 21 continue after the Service you are using and/or the Agreement is terminated.

22. INFORMATION SECURITY/DATA PROTECTION

22.1 Overall Data Security Regulations. As a financial institution, we are required to comply with the information security standards of, as applicable, the Gramm Leach Bliley Act and the regulations issued thereunder; the Fair and Accurate Credit Transactions Act and the regulations issued thereunder; the Federal Financial Institutions Examination Council (FFIEC) criteria; the Interagency Guidance on Response Programs for Unauthorized Access to Customer Information and Customer Notice; the US Securities and Exchange Commission; FINRA; the NASD; and other federal statutory, national and international legal and regulatory requirements. We are evaluated regularly for compliance with these obligations by various US and international regulators, including, the US Office of the Comptroller of the Currency, as applicable.

22.2 Security and Confidentiality. We maintain an Information Security Policy that:

- i. contains appropriate administrative, technical and physical safeguards designed to protect against Information Security Events;
- ii. conforms as required to the requirements of applicable Data Protection Laws; and
- iii. sets forth policies and procedures that are designed to be consistent with, to the extent applicable to the Services, PCI-DSS standards; the card networks rules and regulations; and Financial Services Industry Best Practices.

22.3 Data Protection. You hereby represent and warrant to us now and on each day on which we provide a Service to you that you are in compliance with all Data Protection Laws and where required under such Data Protection Laws you will maintain at all times during the term of the Agreement a valid registration or authorization with any applicable Data Protection Authority and obtain all necessary and valid consents and

provide all necessary data protection notices in order for us to process the Personal Data for the purposes described in the Agreement, and to disclose the Personal Data to the types of recipients described in the Agreement, including if applicable where the recipients are located outside of the European Economic Area ("EEA").

We may process Personal Data for the following purposes:

- i. to provide and manage the Services;
- ii. to help monitor, assess and carry out statistical product and market analysis;
- iii. to perform system testing and training;
- iv. to manage our business;
- v. as part of any internal or external audit or compliance review that we or any of our affiliates may undertake;
- vi. for marketing purposes;
- vii. to help prevent crime, fraud and terrorism; and
- viii. to comply with card networks rules and all applicable laws and other legal and regulatory requirements.

We may disclose Personal Data to:

- i. our affiliates, agents, auditors and service providers;
- ii. card networks and credit reference and fraud prevention agencies;
- iii. to any other person if legally required, including to law enforcement agencies, authorities, regulators and courts; and
- iv. any other person to whom we may transfer or intend to transfer, assign or sell any of our rights or obligations under the Agreement.

Any disclosures of Personal Data that we make will be made in compliance with applicable Data Protection Laws.

Where we are deemed to be your data processor we agree to act on your instructions in relation to the processing of the Personal Data and shall during the term of the Agreement take appropriate technical and organizational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against other unlawful forms of processing having regard to the state of technological developments and the cost of implementing those measures, so as to ensure a level of security appropriate to the harm that may result from breach of those measures and the nature of the Personal Data to be protected.

You acknowledge and agree that data processing related to a Service and your Card Accounts may take place in countries other than those where you and your accounts with us are located. You further understand that information concerning your relationship with us may be available on our electronic data system both for information management purposes and in order to enable you to benefit from our electronic banking services. You understand and agree that, as a result, your banking relationship information may be available to some of our officers outside the country or countries where you and your accounts are located. You authorize us to transmit your banking relationship information across national borders, notwithstanding the banking secrecy laws of any of the countries involved, as necessary or appropriate to provide a Service.

22.4 Security Policy. Our Information Security Policy has been approved by our management and is published and communicated to our Workforce. We have procedures designed to ensure that our Extended Workforce are subject to similar policies and processes. We conduct periodic risk assessments to identify and assess reasonably foreseeable internal and external risks to the security, confidentiality and integrity of electronic, paper and other records containing Personal Data. We require our Extended Workforce to have a similar risk assessment process. The remainder of this Section 22 sets out the key aspects of our Information Security Policy.

22.5 Organizational Security. All information is stored in the United States for programs in the United States and Canada. Such information may be accessed by our Workforce and any Extended Workforce from locations within or outside the United States. Our Information Security Policy applies to all such access. We include, as part of our agreements with any Extended Workforce that has access to Personal Data, provisions that are consistent with those set out in this Section 22.

22.6 Human Resources Security. We take reasonable steps to ensure that our Workforce is aware of our obligations in the provisions of the Services and Applicable Data Protection Laws, including that any unauthorized processing or disclosure of the Personal Data may lead to disciplinary action under their contract of employment or other contractual arrangements. Prior to receiving access to Personal Data, the Workforce and any Extended Workforce receive appropriate security awareness training and recurring security awareness training at appropriate intervals. The access rights of our Workforce with access to Information Processing System(s) or media containing Personal Data are removed upon termination of their employment, contract or agreement, or adjusted upon change of job function.

22.7 Physical and Environmental Security. We protect all areas that contain Information Processing System(s) or media containing Personal Data by the use of security controls deemed appropriate by us.

22.8 Communications and Operations Management. We use detection, prevention, and recovery controls which are consistent with Financial Services Industry Best Practices to protect against malicious software and attacks, and train our Workforce on the prevention and detection of malicious software and attacks. We dispose of any paper, electronic or other record containing Personal Data using all reasonable steps to destroy (based on our determination of the sensitivity of the information) the Personal Data. To protect the confidentiality and integrity of Personal Data in transit, we use encryption tools that are consistent with Financial Services Industry Best Practices, to encrypt records and files containing Personal Data that we: (i) transmit or send wirelessly across public networks; (ii) store on our laptops; (iii) where technically practicable, store on allowed

portable devices; and (iv) store on any device that we authorize to be transported outside of our physical or logical controls. We use appropriate measures to safeguard the security and confidentiality of all encryption keys associated with encrypted Personal Data.

22.9 Access Control. To protect Personal Data from the risks inherent in mobile computing and remote access, we perform a risk assessment which, at a minimum, is designed to identify and mitigate risks to Personal Data from mobile computing and remote access, maintain a policy and procedures for managing mobile computing and remote access, and use security controls that are consistent with Financial Services Industry Best Practices to manage authentication of mobile and remote users.

22.10 Information Systems Acquisition, Development and Maintenance. To protect Information Processing System(s) and system files containing Personal Data, we restrict access to source code to authorized users whom we have determined have a need to know such Personal Data in the performance of their duties.

To protect Information Processing System(s) and system files containing Personal Data, we:

- i. Use a change control process which is consistent with Financial Services Industry Best Practices to implement Information Processing System(s) changes; and
- ii. Use security controls which are consistent with Financial Services Industry Best Practices.

22.11 Information Security Event Management. We maintain an incident response plan that addresses handling of Information Security Events. In accordance with such incident response plan, we will:

- i. Provide you prompt, but in no event later than (2) Business Days of becoming aware thereof, notice of any Information Security Event documented and verified by us as part of our standard incident response process that involves, or which we reasonably believe involves, the unauthorized access, use or disclosure of your Personal Data.
- ii. Such notice shall, to the extent we are legally allowed, summarize in reasonable detail the Information Security Event and the corrective action taken or to be taken by us, if known at that time. We will promptly take all corrective action deemed necessary or appropriate by us at no additional charge to you.

22.12 Business Continuity Management. In order to protect the confidentiality and availability of Personal Data, we maintain a business continuity management program that is consistent with Financial Services Industry Best Practices which we update and test at planned intervals and as required.

22.13 Security Assessments. We permit your representatives to perform one on-site or written assessment of the security controls used at our data processing and business facilities. Such assessments will be performed during regular business hours, at a date and time agreed to by both parties, and will not require access to Information Processing System(s). Such assessments will be subject to our security policies, procedures, and restrictions, including restrictions on access to data centers, the ability to perform hands-on testing, and copying of certain materials.

We scan internal and external facing Information Processing System(s) with applicable industry standard security vulnerability scanning software (including network, server, application and database scanning tools) at a minimum once per month and perform mitigations that we deem appropriate to address issues identified.

We perform a comprehensive application penetration test and security evaluation of all websites used to store, access, or process Personal Data prior to use and at least annually thereafter.

22.14 De-identification of Personal Data Used in Non-Production Environments. We perform De-identification of all Personal Data prior to storing, accessing, or processing the information in environments other than in our production environments or those of our Extended Workforce, provided that we do not do so if:

- i. the security controls used in the environment are equivalent to the security controls used in the production environment.
- ii. De-identification would interfere with the resolution of a current production failure.
- iii. De-identification would interfere with an atypical, short-term, non-production activity (e.g., near-production final testing) where De-identification would distort the results of the activity.

23. LIMITATION OF LIABILITY

23.1 Indirect and other loss. We are liable to you only for actual damages incurred as a direct result of our failure to exercise reasonable care in providing a Service. In no event will we be liable for any indirect, consequential or punitive loss, damage, cost or expense of any nature or any economic loss or damage, expense and loss of business, profits or revenue, goodwill and anticipated savings, loss of or corruption to your data that is in your possession or residing in your systems, loss of operation time or loss of contracts, even if advised of the possibility of such loss, damage, cost or expense.

23.2 Failure to authorize. You acknowledge that we shall have no obligation or liability to you or any Cardholder where:

- i. any third party fails to honor any payment or transaction requested in connection with a Card, Card Account or Convenience Check (if applicable); or
- ii. we refuse or fail to authorize the use of any Card, Card Account or Convenience Check (if applicable).

23.3 Acts and omissions. Neither party will be responsible for the acts or omissions of the other's officers, employees or agents (including but not limited to the amount, accuracy, timeliness or authorization of any instructions or information received). We will not be responsible for the acts or omissions of any other person or entity, including any clearing house association, card network or processor, any U.S. Federal Reserve Bank or any other country's central bank, any other financial institution or any supplier (except for our suppliers providing the Services under this Agreement), and no such person or entity will be deemed our agent.

23.4 Subsidiaries and other persons. If you permit any Subsidiary or other person to access one of our Service installations on your premises through use of a remote access software package, we will not be responsible or liable for such Subsidiary or person's use or misuse of our Service or access to accounts owned by you and for which you did not authorize that Subsidiary or person to have access via your installation. We may and will treat all instructions and information received by us through this arrangement as provided by and for the benefit of you and subject to all our rights under this Agreement with respect to a Service.

23.5 Force majeure. Neither you nor we will be liable for and will be excused from any failure or delay in performing our respective obligations for a Service if such failure or delay is caused by circumstances beyond the control of the other party, including any natural disaster (such as earthquakes or floods), emergency conditions (such as war, riot, fire, theft or labor dispute), legal constraint or governmental action or inaction, or the act, omission, negligence or fault of the other.

23.6 Compliance with law. Neither party will be liable for any failure to act on its part if such party reasonably believed that its action would have violated any law, rule or regulation.

24. SEVERABILITY

If any provision of the Agreement or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of the Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

25. WAIVER

No delay or failure to exercise any right or remedy under the Agreement shall be deemed a waiver of such right or remedy. No waiver of a single breach or default under the Agreement shall be a waiver of any other breach or default. Any waiver under the Agreement must be in writing.

26. YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant to us on and as of each day on which we provide a Service to you that:

- (i) you are a body corporate acting within the scope of your ordinary course of business and you are not a "consumer" for the purposes of any consumer credit legislation, or regulatory guidance or codes of conduct applicable to customers (and, if you believe that you have or may become a "consumer" for any of those purposes, you will notify us immediately of that fact). Further, you acknowledge that you will not be treated as a consumer for purposes of the Agreement, and laws and regulations relating to consumer protection shall not apply;
- (ii) the Agreement constitutes your duly authorized, legal, valid, binding and enforceable obligation;
- (iii) your performance of your obligations will not violate any law, regulation, judgment, decree or order applicable to you or facilitate illegal transactions, for example those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq;
- (iv) you are in compliance with all AML/Sanctions Laws and are not aware of any breach by you or your Cardholders of any such laws;;
- (v) the debiting of any account as provided in the Agreement is not inconsistent with any restriction on the use of that account;
- (vi) all approvals and authorizations required to permit the execution, delivery, performance and consummation by you of the Agreement and the transactions contemplated under the Agreement have been obtained, including but not limited to due authorization from each applicable third party to allow you to transfer funds and access information from such party's account; and
- (vii) there is no bona fide lawsuit, tax claim or other dispute pending or threatened against you which, if lost, would materially impair your financial condition or ability to pay us under the terms of this Agreement; and
- (viii) if you are a Participant, you have authorized the Company to take any and all actions on your behalf related to the Agreement and any Services you receive, including binding you to the terms of this Agreement.

27. ASSIGNMENT

Neither party (You or We) may assign the Agreement, or transfer any right or delegate any duty or performance under the Agreement, without prior written consent of the other party, which shall not be unreasonably withheld, provided, however, that the Bank may assign to a Bank of America affiliate without consent.

28. AGREEMENT

28.1 Entire agreement. The Agreement and the schedule of charges in effect for you, as amended from time to time, are hereby incorporated into the City of Tucson Contract #151574 – Purchasing Card Program and Virtual Payment Solutions which constitutes and represents the entire agreement between you and us regarding a Service we provide to you anywhere in the world. In the event of conflict between the City's and Bank

of America's terms and conditions, the following order of precedence shall prevail: (i) agreed to negotiated items, (ii) the City of Tucson's Request for Proposal #151574 – Purchasing Card Programs and Virtual Payment Solutions and (iii) the Bank of America Corporate Card Service Agreement.

28.2 Successors and assigns. The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. The Agreement is not for the benefit of any other person, and no other person shall have any right under the Agreement against you or us. Nothing contained in the Agreement shall create any agency, fiduciary, joint venture or partnership relationship between you and us.

28.3 Third parties. Except for any person or entity to whom this Agreement provides any express indemnity or covenant, you and we do not intend that the Agreement shall confer any right or benefit on any person or entity who is not a party to the Agreement (including any right or requirement to consent to any variation, amendment or termination of the Agreement), and any and all laws or regulations conferring such rights or benefits are hereby excluded (to the maximum extent permissible). Nothing contained in the Agreement shall create any agency, fiduciary, joint venture or partnership between you and us.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the Effective Date, by its duly authorized officer(s).

COMPANY

BANK OF AMERICA, N.A.

City of Tucson

(COMPANY'S LEGAL NAME)

Name: Nathan Daou

(Print or Type)

Title: Contract Administrator

(Print or Type)

Date: _____

Name: _____

(Print or Type)

Title: _____

(Print or Type)

Date: _____

Address for Notices:

255 W. Alameda Street

6th Floor

Tucson, AZ

Address for Notices:

BAML Commercial Card: Floor 11

3 Commercial Place

Norfolk, VA 23510

December 12, 2016

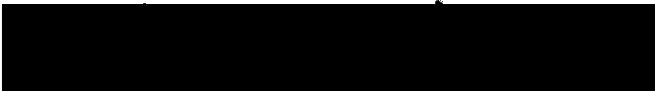
Lloyd B. Windle II, CPPB, C.P.M.
Principal Contract Officer
City of Tucson
255 W. Alameda, 6th Floor
Tucson, AZ 85701

Good afternoon Mr. Windle,

Thank you for choosing Bank of America for to enter into the negotiation process for the City's Request for Proposal #171574. Below is Bank of America's response for the Agenda items for the December 16th meeting.

If there are any additional questions, or clarifications, please let me know. We look forward to discussing these items with the city on December 16th.

Sincerely,


Larry D. Glandon
Senior Vice President and Market Leader, Pacific Southwest

1. Mobile App and Remote Access:

- a. Does Bank of America have future plans to provide a mobile application for its Works system?
- b. If so, what is the anticipated roll out date?
- c. What devices, operating systems and browsers will be part of any roll out?
- d. Will a separate application be required or simply an internet connection?
- e. What security features and functionality will be built in/available?

Response: Bank of America's key initiatives are the result of our continued partnership with our clients to define and develop the next generation of payment technologies and remain at the front of the payments industry. A result of this feedback was the mobile alerts functionality that was rolled out earlier this year.

Based on the same collective feedback from our portfolio of clients, we have prioritized other projects that take precedence over mobile app development for the Works system for the near future. Absence of an app does not limit Works functionality in any way. As a web based tool, users may access Works using any mobile device as long as the mobile device has a supported browser and internet access. There is no separate application or a native application today. Access to the Works system, whether on a mobile device or a desktop, is restricted to authorized users via system and application level security.

We will continue to assess industry trends, which include enhanced geo-location capabilities for servicing and fraud management, mobile functionality and integrated data solutions for card and supplier management.

2. I.13. Expense Reporting System:

- a. Does Works support uploading of receipts on browsers other than Google Chrome? Identify
- b. Is there a limit to the number/volume of receipts uploaded?
- c. Is there an overall space limitation for the COT?
- d. How long will uploaded materials be retained?
- e. What is the process for adding, deleting or altering uploaded materials?
- f. In what format will the receipts be retained and available to the City's authorized viewers?

Response: Works supports uploading of receipts from Internet Explorer, Mozilla Firefox, Google Chrome and Safari.

While there are no specific limits to the number/volume or overall space limitation for the City, there are specific limits to the size of each file: PDF images are capped at 1MB. Other non-PDF type receipt images (PNG, JPG, JPEG, GIF) can be up to 10MB as long as the compressed file is under 1MB. Works compresses non-PDF files at the time of upload and notifies users if the compressed file is beyond 1MB.

Works users can upload receipts through a multitude of devices including laptops, desktops, phones and tablets that include the Android and iOS operating systems. Once uploaded, a user may include a receipt date and description of the image. During the time an image, or transaction to which the image is attached, is within the cardholder 'queue', the image may be removed from the transaction. However, once the cardholder 'approves' the transaction, the image can no longer be removed. Data on the image itself cannot be modified or altered.

Receipts are retained for a rolling period of seven years and are retained and displayed in a PDF format.

3. Reconciliation and Approval process: The City is evaluating three options to reconcile and approve transactions. Please describe in detail the processes and procedures for these options. Detail your experience with CGI Advantage Financials, including other clients using this method of reconciliation and approval.

- a. **Works**
- b. **CGI Advantage Financials**
- c. **Hybrid where reconciliation is completed in Works and approval in CGI Advantage Financials.**

Response: With the breadth of our portfolio, Bank of America's implementation managers have experience and a deep understanding of implementing a wide range of ERPs. Reconciliation and approval implications involved with Works and/or CGI Advantage will be reviewed and discussed with the City before proceeding forward in any manner.

The City can choose to use the Works system to reconcile their transactions or use CGI Advantage or a hybrid in between. We will work with you to identify, and implement the process that best fits the City's needs. In our experience, the benefit of using of CGI Advantage is that there are usually more business rules that the City can add on to its ERP. The drawback is that the City's costs and the associated time for implementing such policies could be higher. There is no cost for the City to use the Works system. A description of the three options is as described below.

With Works as the primary option, Bank of America loads the City's chart of accounts into our Works application. Rules set by the City dictate which GL values departments' cardholders have access to for transactions reconciliation. As transactions are coded, reviewed and approved by managers, they can be 'bundled' for export into CGI as often as the City prefers. A formatted report can be generated manually or automatically by Works. We can also push the report to the City.

With CGI Advantage as the primary option for reconciliation and approval, a formatted report can be generated manually or automatically by Works. The City would then simply manually load the formatted report into CGI, or we can push the report to the City. This method is typically used if an organization's cardholders are already accustomed to access CGI for transaction reconciliation. In such a scenario Works is used to administer the system for functions such as credit limit increases or Works Purchase request functions.

The hybrid method is a blend of the two previous two descriptions. This is a good solution if the City's department managers are approving in CGI currently, and/or the City has multiple levels of post transaction approvals. The City would still need to consider receipt review with this process.

Generally, we find clients using Works for primary reconciliation and approval processes. As an example, the **State of Nevada**, a current Bank of America p-card and an Advantage client, decided to use Works as the primary platform as Advantage had a steep learning curve and security setup for what would be small dollar transactions. The State's business rules dictated that payments could not be made until all the approval processes were completed. In reviewing Works and Advantage, the State concluded that Works would be more efficient for their needs.

4. Mapper:

- a. **File format**
- b. **Use/Sales Tax**
- c. **CGI Advantage Financials**

Response: Works will integrate quickly with any ERP/accounting systems like CGI Advantage. We have also successfully integrated Works with legacy/internally-developed systems.

Bank of America can configure and customize the file format to the City's needs. Current CGI Advantage clients within our portfolio have requested the Object, Activity, Report Code, and Commodity fields among others. Once we know what fields of information the City request, we will structure your program accordingly. There is no charge from the bank to develop the mapper needed to receive and return payment information to the City's system. While typically Use/Sales Tax information is included with the general file format (a) or with the Advantage file format (c), we can include a specific report/export/mapper that will cater to the City's needs for a separate file for Use/Sales Tax if desired. Bank of America's implementation manager will guide you through this process and can also share mappers developed for other CGI Advantage clients in our portfolio.

5. I.4.e. Custom Card Design:

- a. Define the parameters and specifications for custom card design.
- b. The City requests that this service be provided at no cost to the City.

Response: Bank of America has multiple options for customization of card plastic. We've listed the options and the corresponding timeframes below. Card design specifications are included in the attached. The service will be provided at no cost to the City of Tucson.

Plastic Type	Core Plastic	Single Color Logo	Custom Design
Overview	Standard BofAML plastic (no client logo or custom design)	Single-color logo (choice among 9 colors) on core plastics	Ability to fully customize the front of the card plastic.
Timeline	Immediate availability	Up to 6 weeks from client design approval	Up to 12 weeks from client design approval

Card Design Specifications

1. Commercial Card Logo Guide



2. Digital Assets FAQ



3. Card Design File Submission



6. I.10. Cardholder Travel Benefits: Are the benefits offered to cardholders available for all of the purchasing card options? Or is it limited to Travel Cards and Account options only?

Response: Cardholder travel benefits apply to purchasing and travel card accounts.



7. I.11. Sample Manuals, Guides and Brochures:

- a. **Demo: Provide access to the demo site where this information is located.**

Response: The attached document provides access to the Works demo site. Works is a role based system, the document provides credentials to access Works as an administrator as well as a cardholder.



Nov-Jan 2017
Logins_Works Self-Gu

8. I.11. Process, Procedures and Manuals:

- a. **Describe in detail how Bank of America will assist the City in reviewing its current processes, procedures and manuals and to what extent Bank of America will document these for the City. The City requests assistance in developing applicable Best Practices for the programs offered.**

Response: Bank of America will begin the discussion by reviewing the City's current program goals and the City's success in meeting the goals. Under consideration will be the risk and pain points the City has experienced with your current Card program and provider. Following that, Bank of America's Card Account Manager David Randolph will review the City's present Card policy and procedures to make suggestions based on industry and Bank of America's best practices and will meet with the City to discuss the viability of the suggested changes.

Our experience has shown that after such a review best practice organizations then fine tune their procedure manuals accordingly as there are many nuances to a client's card program that we may not be aware of. The City will have the opportunity to incorporate information and screen images from the available Bank of America's training guides to proceed with the future course of actions that will be presented by us.

9. I.16 and Part B.4.2: Implementation Plan – For each of the following, provide a detailed time line that identifies the key activities, range of dates, Subject Matter Experts, etc

- a. **Purchasing Card Program including Works**
b. **ePayables**

Response: Please see the timeline in the attached Excel document below.



Tucson
Implementation Pro



10. Training:
- a. Onsite
 - b. Manual with screen shots

Response: Onsite training will be provided by Bank of America as requested by the City.

We offer comprehensive administrator and user guides that are accessible within Works 24/7. These outline procedures for using the system, as well as roles and responsibilities.

Manuals and help tools are provided online through the personal home page when users log in to Works. These manuals can be retrievable through the demo credentials provided.

Training materials and help screens are always available online, and these documents can be printed from the application as desired. Users (defined as non-cardholders or non-administrators) are typically trained with cardholders or in the same manner as cardholders.

The City will also receive manuals that address the objectives of the corporate card program and basic program information. Our Works implementation engineer will provide set-up and ongoing training.

Additional self-service training tools include the following:

- Online training – Our Client Education Team provides online Works training for card Administrators and accountant-level users
- Web-based facilitator training – The City will receive facilitator, web-based training
- On-demand video training – All users will have access to our standard on-demand videos within Works. Additionally there are three on-demand videos specifically for cardholders

We can also provide sample training material to assist the City in developing your training documents.

11. **Rebate and Incentive:** With the City becoming one of the largest participants in the Arizona Public Sector Group Consortium, the City requests Bank of America consider creating a new tier for entities with spend greater than \$50 million. As such, the City proposes the following adjustments.

- a. **Incentive –** Increasing the up-front incentive from \$150,000 to \$200,000 and lowering Five Year Cumulative Volume Requirement from \$451 million to \$325 million. The City is committed to growing the ePayables Program, but the growth of the program to these levels is largely dependent on Bank of America's ability to execute and convert vendors.

Response: As per the City's request, we are increasing the up-front incentive from \$150,000 to \$200,000 and decreasing the Five Year Cumulative Requirement from \$451 million to \$325 million.

b. Rebate Schedule –

		Proposed 30 / 25	Requested 30 / 25
\$125,000,000	\$ 149,999,999	1.55%	
\$150,000,000	\$ 174,999,999	1.56%	
\$175,000,000	\$ 199,999,999	1.57%	
\$200,000,000	\$ 224,999,999	1.58%	
\$225,000,000	\$ 249,999,999	1.59%	
\$250,000,000	+	1.60%	

Response: As per the City's request we have adjusted the AZ PSG Consortium grid to accommodate a new tier for entities with \$50 million or more of spend. The rebate for entities in this new tier has been modified as per the City's proposal. The new rebate grid has been included for reference below.

30 cycle days; 25 grace days									
AZPSG		Entity Annual Volume (2)							
Annual Transaction Volume Tier		350,000	1,000,001	2,500,001	5,000,001	10,000,001	15,000,001	20,000,001	50,000,000
Excludes Large Ticket Transactions		1,000,000	2,500,000	5,000,000	10,000,000	15,000,000	20,000,000	50,000,000	+
(1) All Institutions		Rebate Basis Points							
\$0	\$4,999,999	84	89	94					
\$5,000,000	\$9,999,999	89	94	99	109				
\$10,000,000	\$19,999,999	94	99	104	114	119	121	120	
\$20,000,000	\$29,999,999	97	102	107	117	122	124	123	
\$30,000,000	\$39,999,999	100	105	110	120	125	127	126	
\$40,000,000	\$49,999,999	103	108	113	123	128	130	129	
\$50,000,000	\$59,999,999	106	111	116	126	131	133	132	142
\$60,000,000	\$69,999,999	109	114	119	129	134	136	135	145
\$70,000,000	\$79,999,999	112	117	122	132	137	139	138	148
\$80,000,000	\$89,999,999	114	119	124	134	139	141	141	151
\$100,000,000	\$124,999,999	120	125	130	140	140	142	144	154
\$125,000,000	\$149,999,999	120	126	131	140	145	147	155	165
\$150,000,000	\$174,999,999	120	127	132	141	146	148	156	166
\$175,000,000	\$199,999,999	120	128	133	142	147	149	157	167
\$200,000,000	\$224,999,999	120	129	134	143	148	150	158	168
\$225,000,000	\$249,999,999	120	130	135	144	149	151	159	169
\$250,000,000	+	120	131	136	145	150	152	160	170

City of Tucson Implementation - Pcard Project Plan

TASK	Responsible Party	Target Completion Date	Comments
Kick-Off Meeting (1 Hour)			
Conduct Kick-Off call to discuss Purchasing Card Program: Overview, Workflow and Configuration	Team	1/16/17	
Determine if any reconciliation files are needed.	All	1/16/17	Critical that this is determined upfront as this is a deliverable that usually requires ample time to complete.
Review and Complete Billing Account Questionnaire	All	1/16/17	
Determine Re-Occurring Day/Time for Weekly Call	All	1/16/17	
Determine Use of Logo on Plastics (Hot Stamp or Custom)	All	1/16/17	
Determine if any additional file feeds are needed	All	1/16/17	In addition to understanding if any additional file feeds are necessary, need to also determine frequency
Master Account Setup (2 Business days after submission)			
Confirm Signed Contract on file	BOA IM	1/20/17	**We cannot create billing accounts or issue cards until contract / credit is executed**
Submit Billing Account Request	BOA IM	1/20/17	
Submit request for Billing Account Quality Check	BOA IM	1/25/17	
Perform required action based on Payment Method	[VARIES BY METHOD]	1/24/17	- ACH Debit confirm Filter 3001190310 has been added to allow BAC to debit the account (if non-BAC account client submits paperwork to their bank; if BAC account, Treasury person will complete), - ACH Credit, IE works with Client to perform Penny Test - Wire, IE sends wire instructions
Complete Configuration Set-Up			
Walk-Through Configuration Worksheets	All	1/23/17	
Organization (Groups & Users)			
Group Structure	Tucson	2/10/17	Need a unique group name for each change in approver
Users (Admins & Cardholders)	Tucson	2/10/17	All accountholders need to be attached to a User in Works regardless of whether they actually go onto the system or not.

Group Officials - Manager / "Approver", Auditor, etc.	Tucson	2/10/17	Required if you are using workflow.
General Ledger			
General Ledger Structure	Tucson	2/10/17	10 Segments available
General Ledger Defaults	Tucson	2/10/17	Can be defaulted at Group, User or Card
General Ledger Values	Tucson	2/10/17	Values must be unique; max 64
General Ledger Mappings	Tucson	2/10/17	Allows you to assign a GL code based on certain values (e.g. MCC)
General Ledger Valid Combinations	Tucson	2/10/17	Using combinations allows you to establish valid gl string
General Ledger Authorization Rules/Profiles	Tucson	2/10/17	Using rules/profiles lets you limit what GL values a User can code to.
Card Controls			
Card Profiles (Credit Limit Definitions)	Tucson	2/10/17	Controls everything about a card's spending privileges.
Identify Custom MCC Groups (if required)	Tucson	2/10/17	Works has 5 standard mcc groupings however you can customize these for additional controls.
Create Custom MCC Groups (if required)	BOA IM	2/11/17	Custom mcc groups are created and maintained outside of Works.
Logo Plastics (If Applicable) **CRITICAL**			
Provide Logo	Tucson	1/17/17	
Submit Request for Card Proof	BOA IM	1/20/17	5-8 days to receive card proof for approval / Need to submit billing account request to move forward
Send Card Proof to Client	BOA IM/Logo Specialist	2/4/17	
Approve Card Proof	Tucson	2/18/17	6 weeks upon approval (Logo)/ 12 weeks upon approval (Custom)
Custom Script/File (If Applicable) **CRITICAL**			
Provide File Sample	Tucson	1/23/17	
Provide File Specifications	Tucson	1/23/17	
Create File Mockup	BOA IM	2/17/17	Manual setup of file by IE. Used for client requirements approval. Demo needs to be setup prior to configuration
Client Approve File Mockup	Tucson	2/23/17	
Submit Request for Custom Script	BOA IM	2/23/17	5 Week SLA for Completion of First File
Testing of Custom Script in Demo	Tucson	3/26/17	
Approval to move to Production	Tucson	3/29/17	
3rd Party Configuration Options (10 Business Days)			
Setup for Payment Center	BOA IM	1/23/17	Provides online electronic statements
Submit flagging request	BOA IM	1/23/17	If no feed necessary delete this task.

Confirm File Feed received	Tucson	2/17/17	If no feed necessary delete this task.
Prototype Configuration (https://demo.works.com/works)			
Data Gathering	BOA IM	2/3/17	The purpose of this site is to simulate your process therefore we build a portion of your set-up so you can see how everything functions. We do not load all production data into demo. This site can be used by Administrators as a "playground" for getting used to the application. Once in production demo is frozen and no more changes are made.
Review Prototype	Team	2/10/17	
Approve Prototype	Tucson	2/23/17	
Training (Live Training sessions are usually 1 Hour each)			
Identify Trainer	Tucson	2/13/17	The Implementation Engineer will educate the person you designate as the Trainer to your accountholders.
Review Online Documentation link	Team	2/13/17	Online documentation is available in the footer of the Works application or by clicking on the Question-mark located in the top right corner.
Complete training sessions for Program Administrators, Accountants	Tucson	3/3/17	Links can be found in footer of Works application.
Confirm training date(s) for Accountholders	Tucson	3/17/17	Knowing this date ensures program is on target.
Production Configuration (https://payment2.works.com/works)			
Obtain client sign-off for all upload sheets	BOA IM	3/17/17	Required if any data manipulation was performed by IE.
Initial Build from Configuration Worksheets	BOA IM	3/17/17	
Attach Billing Account to Works Instance	BOA IM	3/22/17	
Enable exact auth over-ride license if applicable	BOA IM	3/22/17	Licensing and card profile setting.
Enable Receipt Imaging (fee based) if applicable	BOA IM	3/22/17	Licensing and billing account setting
Enable Billing Account for Online Account Requests (OAR)	BOA IM	3/22/17	Billing account setting.
Move Report Templates to Production (if applicable)	BOA IM	3/22/17	
Turn on Reminder Notices	BOA IM	3/22/17	Used with Workflow. Works can send two reminder emails prior to cycle-end to Accountholders/Approvers systemically.
Perform Production Click-Thru	BOA IM	3/22/17	
Submit Card upload sheet for Card Order Quality Check		3/22/17	
Order initial cards **Go Live**	BOA IM	3/22/17	If not using OAR
Confirm receipt of cards	[Express Mail or Regular Mail]	3/29/17	We can bulk ship to one address via express mail. For regular mail please educate cards arrive in a plain white envelope; if shipping to home notify others card is expected and not solicitation.

Monitor system for first transaction	Tucson	4/19/17	Pushed out due to Holidays
Review first transaction(s); confirm workflow functioning properly	Team	4/22/17	
Cycle End			
Support with required reports, data export	BOA IM	4/15/01	
Confirm Successful First Post	BOA IM	4/15/01	Enter date of first post in completed date. Will help determine when first bill will be due.
Confirm Successful Payment	BOA IM	5/23/17	Document Due Date here and actual payment post date in Completion Date column.
Monitor and Transition to Servicing (last meeting)			
Provide Account Summary (who to call when)	BOA IM	5/30/17	
Conduct Transition Call	All	5/30/17	
Change Works Instance flag to Implemented	BOA IM	5/30/17	
Save all pertinent documents to folder	BOA IM	5/30/17	

TASK	Responsible Party	Target Completion Date	Comments
Kick-Off Meeting (1 Hour)			
Conduct Kick-Off call to discuss Virtual Payablesables: Overview and Workflow and High Level Vendor Enrollment Process	All	1/16/17	
Verify how Vendors are set up in AP System	BOA IM	1/30/17	It's important to understand if ID is 1 to 1 relationship or if the same ID is entered when there are multiple sites. If many to one, need to ensure an identifier (e.g. site ID) that can be concatenated to Vendor ID to make it unique in Works is passed in the file.
Confirm Vendor File is Recent	BOA IM	1/30/17	Best practice is to work with files no older than 6 months
Review File Specifications	All	1/30/17	Determine if standard Works parser will be used or parser specific to ERP system.
Review and Complete Billing Account Questionnaire	All	1/30/17	
Determine Re-Occurring Day/Time for Weekly Call	All	1/30/17	
Master Account Setup (2 Business days after submission)			
Confirm Signed Contract on file	BOA IM	1/16/17	We cannot set up billing account until we have a signed contract.
Submit Billing Account Request	BOA IM	2/4/17	
Submit request for Billing Account Quality Check	BOA IM	2/12/17	
Perform required action based on Payment Method	[VARIES BY METHOD]	2/12/17	- ACH Debit confirm Filter 3001190310 has been added to allow BAC to debit the account (if non-BAC account client submits paperwork to their bank; if BAC account, Treasury person will complete), - ACH Credit, IE works with Client to perform Penny Test - Wire, IM sends wire instructions
Technical Interface (5 Business Days to request login)			
Determine transmission method	[IT PERSON]	1/30/17	Options are SFTP/Unencrypted (most common) or PGP encrypted
Obtain Outward Facing Client IP Address and encryption requirements, if applicable	BOA IM/[IT PERSON]	2/12/17	in order to comply with corporate network security procedures, we require the public IP address of the PC/Server the file will be sent from. We can support up to 2 (cannot support ranges).
Submit request for SFTP username/password	BOA IM	2/14/17	If using other delivery method, please engage TC as appropriate.
Provide SFTP username/password	BOA IM	3/5/17	Note: We cannot send via email. Must be verbally communicated.
Provide SFTP login documents and encryption key (if applicable)	BOA IM	3/5/17	
File naming convention must begin with Works Instance #	BOA IM/[IT PERSON]	3/5/17	Provide 9 Digit Works Instance # for Production; client can append anything they want to this to complete their file name as long as it begins with the Works instance #.
Payment/Statement Configuration Options			
Setup for Payment Center	BOA IM	2/21/17	Provides online electronic statements (settings obtained from questionnaire answers). Requires login/set-up on another system.
Virtual Payablesables Prototype (Dependent on Client)			
Discuss All or None or All Valid option	BOA IM	2/7/17	Need to understand if client can pass a single line or if they are required to re-submit the entire file.

TASK	Responsible Party	Target Completion Date	Comments
Provide successful test file	[IT PERSON]	2/14/17	Initial test files can be emailed directly to IM. There are five test scenarios we like to see tested: 1. Send a vendor that isn't set up in the system. We'll simulate failing just that line and you'll need to re-pass just that vendor's payment (note you do not need to change check #). If delimiter is comma, pass a vendor name that has a comma in it. 2. Send a vendor payment that has one invoice. 3. Send a vendor payment that has multiple invoices. 4. Send a vendor payment with multiple debit lines as well as a credit line that net Debit's. 5. Try sending a vendor payment that contains a Credit transaction (does not Net Debit). Your system should not allow this.
Test file via SFTP transmission method	[IT PERSON]	3/19/17	If a test file is not available, IM can provide a sample file that can be used to test connectivity.
Complete end to end test	[IT PERSON]	4/2/17	To be considered successful, there should be no manual intervention and the file name should begin with the Works instance #.
Review and approve remittance advice	Tucson	2/14/17	While the Vendor Enrollment Kit contains a sample, the IM should provide a customized version during the file testing process that can be used to review for approval or make changes.
Educate on Transaction Processing (automatic and manual matching as well as Exact Auth/Many to One)	BOA IM	2/14/17	
Vendor Enrollment (Varies by # of Vendors)			
Provided WorksMATCH to client	BOA IM	2/7/17	If not already completed or if being re-done due to age of existing match.
Review Vendor Enrollment Kit, WorksMATCH and provide Email with required action items with client	[VEM or IM]	2/7/17	IM sends re-occurring meeting to VEM. When ready to complete this task, IM should work with VEM to determine availability. IM will send VEM calendar request for meeting time agreed upon. VEM will send Kit, Tracker and instructions to client
Determine if Pre-Letters will be Mailed	Tucson	2/7/17	Sent by client. Helps endorse the program and makes the vendor enrollment call less of a "cold call"
Determine if Email Campaign will be Conducted	Tucson	2/7/17	We've seen success with this as it is sometimes easier to get someone to reply to an email versus answering a phone call from an unknown number.
Provide Contact Details for Vendors	Tucson	3/9/17	Minimally need phone number however if a name is available please provide. If it was determined email campaign would be completed, also provide Email address.
Approve Calling Script	Tucson	2/24/17	Sample that is provided in Kit is a result of best practices/what works. If using pre-letters, suggestion is to add a sentence that mentions the letter.

TASK	Responsible Party	Target Completion Date	Comments
Provide Signature for Confirmation Email	Tucson	2/24/17	This is a one time email that is sent to the vendor when they enroll to re-confirm what was discussed. Someone's name at the bottom provides vendor with the ability to confirm legitimacy of the call.
Identify who would like to be copied on the Confirmation email	BOA IM	2/24/17	Client will be provided reports weekly of who enrolled so this is optional.
Provide Client with go ahead to mail Pre-Letters (if applicable)	BOA IM	4/13/17	If not mailing pre-letters, delete this task. (dependent upon end to end testing)
Finalize Vendor Call List removing any vendor(s) you do not want Vendor Enrollment to contact	Tucson	3/9/17	Examples include: Sensitive Vendors, those that you receive a Cash Discount, etc.
Submit Vendor List to Calling Queue	BOA IM	4/22/17	Usually takes 5-7 business days for a calling specialist to be assigned. While a primary name will be provided other Vendor Enrollment Specialists may also make calls (e.g. primary caller is out).
Begin Vendor Enrollment	VE Team	6/25/17	As a reminder, campaigns are usually blocked out in phases of approximately 300 vendors at a time. For each phase, you can expect each to take about 40 business days since we make 3 staggered calls per vendor.
Provide Vendor Enrollment Results and Client Action Required items	BOA IM	7/23/17	While Confirmation Emails could be received as vendors enroll, a summary of results will be reviewed on each weekly call.
Tucson Specific Tasks			
Confirm new Payment Type is set up in ERP Production environment	Tucson	7/27/17	
Determine cycle reconciliation process (e.g. Create Asset/Liability Account)	Tucson	4/20/17	test data versus live data
Ensure all departments are aware of Virtual Payablesables initiative should they be contacted by vendor directly	Tucson	5/8/17	
Training (each session is an hour)			
Review Online Documentation	Tucson	4/13/17	Online documentation is available in the footer of the Works application or by clicking on the Question-mark located in the top right corner.
Attend Online Training Sessions for Virtual Payablesables	Tucson	5/7/17	Click on link in the footer of the Works application to enroll.
Assign Roles and Responsibilities			
Administrator: Vendor/Card Management	Tucson	3/21/17	See Roles and Responsibilities tab for detailed definition.
Reconciler: Exception Handling (TXNs and Aging Requests)	Tucson	3/21/17	See Roles and Responsibilities tab for detailed definition.
Auditor	Tucson	3/21/17	See Roles and Responsibilities tab for detailed definition.
Production Configuration (https://payment2.works.com/works)			
Attach Billing Account to Works Instance	BOA IM	4/27/17	
Enable 16 digit and expiration date for PA reporting	BOA IM	4/27/17	Note: Account numbers only available to the PA in Excel or Delimited format.

TASK	Responsible Party	Target Completion Date	Comments
Add PA's and Virtual Payables User	BOA IM	4/27/17	
Move Report Templates to Production	BOA IM	4/27/17	
Configure File Based ACI Page in Works	BOA IM	4/27/17	
Set "duplicateName" to proper setting	BOA IM	4/27/17	Will be set to ERROR if virtual checks numbers will never repeat.
Bind Remittance Advice templates to instance	BOA IM	4/27/17	
Turn on Manual Approval Process	BOA IM	4/27/17	Will allow IM to verify information passed in production is valid before releasing payment to vendor.
Turn on Expiration Date Notification	BOA IM	4/27/17	We have ability to notify vendors when their cards are about to expire.
Turn on Reminder Notices	BOA IM	4/27/17	Email Policy and Spend profile setting. We can send two reminders systemically.
Turn off Accountant Review	BOA IM	4/27/17	
Determine who would get Upload Confirmation	BOA IM	4/27/17	This can be one email address.
Determine who would get File Error Notification	BOA IM	4/27/17	This sends notification if the file fails or if the vendor's email address is no longer deliverable (and the vendor's server produces a bounce-back email). We can house as many emails as needed (comma separated up to 255 characters).
Set All or None or All Valid option on ACI page	BOA IM	4/27/17	All Valid is best practice however testing will have determined if client can pass a single payment.
Perform Production Click-Thru	BOA IM	5/4/17	
Order Ghost Cards for Enrolled Vendors	BOA IM	7/27/17	assumes a 10 week calling campaign
Obtain CVV codes for Cards and provide to PA	BOA IM	7/28/17	Weekly, the IM will provide a listing of last 10 account numbers. Post implementation, PA will be given instructions on how to run report/contact Servicing for this information.
Production Roll-Out			
Provide card information to Vendors	Tucson	7/28/17	Can either send Welcome Email (must wait until next day) or Call.
Change Payment Method for enrolled vendor(s) in ERP system	Tucson	7/28/17	
Process Production File for any enrolled vendors that have a payment due **GO LIVE**	Tucson	7/28/17	Live on Virtual Payables on 5/13
Onboarding New Vendors			

TASK	Responsible Party	Target Completion Date	Comments
Bid for Proposals	BOA IM	6/22/17	If you ask potential vendors to complete a Request for Proposal (RFP), we suggest adding the following Bid for Proposal Language: What form of payment do you accept? ☐ Credit Card ☐ ACH ☐ EFT ☐ Check Any vendor that indicates they take card should be weighed higher than those who do not.
Establish process for discussing Virtual Payables as vendors are added to ERP system	BOA IM	6/22/17	It is suggested you put an internal process in place for onboarding new vendors. Future Use cards can be created to have on hand and when you begin a relationship with a new vendor your internal contact should ask if they take card. If they say Yes, provide them an account number to use.
Cycle End			
Support with required reports/data export, if applicable	BOA IM	6/26/17	
Confirm Successful First Post	BOA IM	5/22/17	
Confirm Successful Payment	BOA IM	6/26/17	
Monitor and Transition to Servicing (last meeting)			
Review Transition tabs	BOA IM	7/28/17	
Establish process for future campaigns	BOA IM	7/28/17	Client would contact their bank contact who will work directly with Vendor Enrollment.
Conduct Transition Call	All	7/28/17	
Change Works Instance flag to Implemented	BOA IM	7/28/17	
Save all pertinent documents to folder	BOA IM	7/28/17	

December 5, 2016



**CITY OF
TUCSON**

DEPARTMENT
OF
PROCUREMENT

Larry D. Glandon
Senior Vice President – Market Leader
Bank of America, N.A.
201 E. Washington Street
Phoenix, AZ 85004

Email: larry.d.glandon@baml.com

Sent via email, this day

**Subject: Request for Proposal No. 171574 – Purchasing Card Program and
Virtual Payment Solutions
NOTICE OF INTENT TO NEGOTIATE**

Dear Mr. Glandon,

Congratulations! The City of Tucson has completed the evaluation of submittals received in response to the subject solicitation. Based upon the recommendation of the evaluation committee, the City is inviting your firm to enter negotiations. This letter serves as notification of the City's intent to enter into negotiations. A meeting has been scheduled for **Friday, December 16, 2016 from 8:15 a.m. to 10:15 a.m.** at in the 6th Floor Conference Room at 255 W. Alameda Street. Specifically, the City requests a discussion on the following agenda.

1. Mobile App and Remote Access:
 - a. Does Bank of America have future plans to provide a mobile application for its Works system?
 - b. If so, what is the anticipated roll out date?
 - c. What devices, operating systems and browsers will be part of any roll out?
 - d. Will a separate application be required or simply an internet connection?
 - e. What security features and functionality will be built in/available?
2. I.13. Expense Reporting System:
 - a. Does Works support uploading of receipts on browsers other than Google Chrome? Identify
 - b. Is there a limit to the number/volume of receipts uploaded?
 - c. Is there an overall space limitation for the COT?
 - d. How long will uploaded materials be retained?
 - e. What is the process for adding, deleting or altering uploaded materials?
 - f. In what format will the receipts be retained and available to the City's authorized viewers?
3. Reconciliation and Approval process: The City is evaluating three options to reconcile and approve transactions. Please describe in detail the processes and procedures for these options. Detail your experience with CGI Advantage Financials, including other clients using this method of reconciliation and approval.
 - a. Works
 - b. CGI Advantage Financials
 - c. Hybrid where reconciliation is completed in Works and approval in CGI Advantage Financials.
4. Mapper:
 - a. File format
 - b. Use/Sales Tax
 - c. CGI Advantage Financials

5. I.4.e. Custom Card Design:
 - a. Define the parameters and specifications for custom card design.
 - b. The City requests that this service be provided at no cost to the City.
6. I.10. Cardholder Travel Benefits: Are the benefits offered to cardholders available for all of the purchasing card options? Or is it limited to Travel Cards and Account options only?
7. I.11. Sample Manuals, Guides and Brochures:
 - a. Demo: Provide access to the demo site where this information is located.
8. I.11. Process, Procedures and Manuals:
 - a. Describe in detail how Bank of America will assist the City in reviewing its current processes, procedures and manuals and to what extent Bank of America will document these for the City. The City requests assistance in developing applicable Best Practices for the programs offered.
9. I.16 and Part B.4.2: Implementation Plan – For each of the following, provide a detailed time line that identifies the key activities, range of dates, Subject Matter Experts, etc
 - a. Purchasing Card Program including Works
 - b. ePayables
10. Training:
 - a. Onsite
 - b. Manual with screen shots
11. Rebate and Incentive: With the City becoming one of the largest participants in the Arizona Public Sector Group Consortium, the City requests Bank of America consider creating a new tier for entities with spend greater than \$50 million. As such, the City proposes the following adjustments.
 - a. Incentive – Increasing the up-front incentive from \$150,000 to \$200,000 and lowering Five Year Cumulative Volume Requirement from \$451 million to \$325 million. The City is committed to growing the ePayables Program, but the growth of the program to these levels is largely dependent on Bank of America's ability to execute and convert vendors.
 - b. Rebate Schedule –

		Proposed	Requested
		30 / 25	30 / 25
\$125,000,000	\$ 149,999,999	1.55%	
\$150,000,000	\$ 174,999,999	1.56%	
\$175,000,000	\$ 199,999,999	1.57%	
\$200,000,000	\$ 224,999,999	1.58%	
\$225,000,000	\$ 249,999,999	1.59%	
\$250,000,000	+	1.60%	

Please submit a written response to me via email no later than **Monday, December 12, 2016 by 4:00 pm Local Arizona Time** that addresses each of the agenda items. Submit supporting documentation as applicable.

This notice of Intent to Negotiate is not intent to award a contract and does not establish a contractual relationship between the firm and the City. After the negotiations cease, the City may give you an opportunity to strengthen your offer by submitting a Best and Final Offer and/or request a concurrence signature on a Negotiations Acknowledgement Letter commemorating agreed to items from this agenda.

Please contact me via e-mail or at (520) 837-4105 with questions regarding the items above.

Sincerely,



Lloyd B. Windle II, C.P.M., CPPB
Principal Contract Officer

Cc: RFP #171574 File

Attachments:

1. RFP #171574 – Template Implementation Plan
2. RFP #171574 – City of Tucson Card Design Specifications

CLARIFICATIONS AND ADDITIONAL
INFORMATION

BANK OF AMERICA RESPONSE TO REQUEST
FOR CLARIFICATIONS/ADDITIONAL
INFORMATION LETTER DATED NOVEMBER 14,
2016.

CITY OF TUCSON'S REQUEST FOR
CLARIFICATIONS/ADDITIONAL INFORMATION
LETTER DATED NOVEMBER 10, 2016.

November 14, 2016

Lloyd B. Windle II, CPPB, C.P.M.
Principal Contract Officer
City of Tucson
255 W. Alameda, 6th Floor
Tucson, AZ 85701

Good morning Mr. Windle,

Thank you for your additional questions. Below is Bank of America's response to provide additional information for the City's Request for Proposal #171574. If there are any additional questions, or you need anything else, please let me know.

Provide a specific business reference for each of the following per the requirements listed in Section D. Qualifications and Experience, Question 7.

An Arizona agency supported by the proposed relationship manager.

Response: The proposed Card Account Manager is David Randolph. All of the entities included in our response are supported by Mr. Randolph.

- **City of Chandler**
Christina Pryor, Purchasing and Materials Manager
(480) 782-2403
christina.pryor@chandleraz.gov
- **City of Mesa**
Stacie Hopper, Senior Program Assistant
Stacie.Hopper@mesaaz.gov
(480) 644-3168
- **City of Flagstaff**
DiAnn Butkay
dbutkay@flagstaffaz.gov
(928) 213-2276

An Arizona agency that is using the proposed epayables solution.

Response:

- **City of Chandler**
Christina Pryor, Purchasing and Materials Manager
(480) 782-2403
christina.pryor@chandleraz.gov
- **Town of Gilbert**
Kay Michie, Accounting Technician
Purchasing Services Coordinator
kay.michie@gilbertaz.gov
480.503.6944

An agency where support approvals and reconciliation are done within an ERP system, preferably CGI.

Response:

- **City of Austin**
Steve Stenton, Financial Manager of the Purchasing Department
Steve.Stenton@austintexas.gov
512-974-2082

An agency where support approvals and reconciliation are done within your proposed system.

Response:

- **City of Tulsa**
Patricia Cummings, Purchasing Services Coordinator
Purchasing Services Coordinator
pcummings@cityoftulsa.org
918-596-7233
- **State of Oklahoma**
Linda Powell, Statewide Purchase Card Administrator
Linda.Powell@omes.ok.gov
(405) 522-1654

Is Mozilla Firefox 47 certified for use with your application? Identify which versions are, such as, Firefox 31+.

Response:

- Yes, Mozilla Firefox is a supported browser for the Works Application. Firefox versions are updated very frequently and our testing is done on the most current version of the browser. We would be happy to work with the City of Tucson to confirm the city's version of Firefox is compatible with the application.

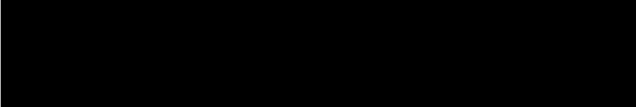
Identify the Windows Operating System platforms supported, such as, Windows 7, Windows 10, etc.

Response:

- Works is a web based application. As such, we have not come across an operating system that is not compatible with our solution.

If there are any additional questions, or clarification, please let me know. We look forward to continued discussions with the city.

Sincerely,


Larry D. Glandon
Senior Vice President and Market Leader, Pacific Southwest



CITY OF
TUCSON

DEPARTMENT OF
PROCUREMENT

November 10, 2016

Larry D. Glandon
Senior Vice President – Market Leader
Bank of America, N.A.
201 E. Washington Street
Phoenix, AZ 85004

Email: larry.d.glandon@bam1.com

Sent via email, this day

**Subject: Request for Proposal No. 171574 – Purchasing Card Program and
Virtual Payment Solutions
REQUEST FOR CLARIFICATION/ADDITIONAL INFORMATIONN**

Dear Mr. Glandon,

The City of Tucson is in receipt of the proposal that Bank of America submitted in response to the City's Request for Proposal #171574. In order for the evaluation committee to proceed with the evaluation of your proposal, it is requested that you provide **additional information** as requested below.

- A. Provide a specific business reference for each of the following per the requirements listed in Section D. Qualifications and Experience, Question 7.
1. An Arizona agency supported by the proposed relationship manager.
 2. An Arizona agency that is using the proposed payables solution.
 3. An agency where support approvals and reconciliation are done within an ERP system, preferably CGI.
 4. An agency where support approvals and reconciliation are done within your proposed system.
- B. Is Mozilla Firefox 47 certified for use with your application? Identify which versions are, such as, Firefox 31+.
- C. Identify the Windows Operating System platforms supported, such as, Windows 7, Windows 10, etc.

Please provide a written response no later than **Monday, November 14, 2016 at Noon local Arizona time**. You may e-mail your response to me at Lloyd.windle@tucsonaz.gov.

The City of Tucson appreciates your attention to this request. If you should have any questions, please contact me at (520) 837-4105 or at Lloyd.windle@tucsonaz.gov

Sincerely,


Lloyd B. Windle II, CPPB, C.P.M.
Principal Contract Officer
cc: File No. 171574

INTERVIEW AND DEMONSTRATION

BANK OF AMERICA RESPONSE TO REQUEST
FOR INTERVIEW/DEMONSTRATION DATED
NOVEMBER 7, 2016.

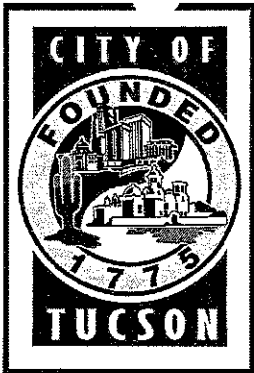
CITY OF TUCSON'S REQUEST FOR
INTERVIEW/DEMONSTRATION LETTER DATED
OCTOBER 31, 2016.



Bank of America
Merrill Lynch

New Possibilities in Card on the Horizon

City of Tucson



Presenter Introductions

Relationship Coverage for City of Tucson

Consortium Overview

City of Tucson's Resource Commitment

Vendor Enrollment

ePayables Overview (aka Virtual Payables)

Fraud Prevention Overview

Internal Controls Overview

Card Administration

Works Demonstration (demo script)

Bank of America Presenters

Bank of America
Merrill Lynch 

**Specialists in
public sector and
higher education
banking**

Client Management



Larry Glandon

Senior Vice President, Market Leader
602.523.6263
larry.d.glandon@baml.com

Jeffrey Moore

Senior Client Manager, Director
602.523.4113
jeffrey.b.moore@baml.com

Extended Card Client Team



David Randolph

Sr. Card Account Manager
602.523.6996
david.a.randolph@baml.com

Michael Bell

Card Account Specialist
888.715.1000
michael.a.bell@baml.com

Larry Andress

Manager Director, Treasury
Products
980.386.2889
lawrence.r.andress@baml.com

Mike Kavanaugh

Director, Sr. Treasury Products Specialist
615.829.3972
Michael.j.kavanaugh@baml.com

Larry Glandon and David Randolph
are conveniently based in **Phoenix.**



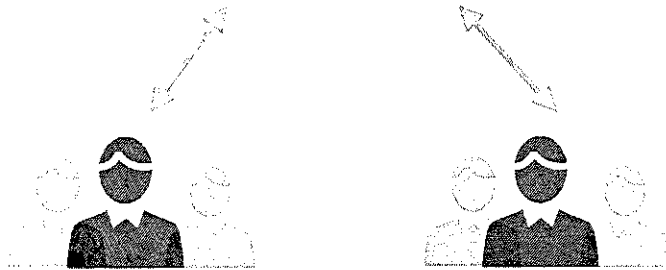
Relationship Coverage



City of Tucson



David Randolph



One point of contact,
coordinating in-market resources

Card Account Manager

- Acts as strategic consultant to help you maximize the value of BofAML card programs, including program benchmarking, performance and goal setting
- Provide periodic reviews to track progress against your goals and strategic vision
- Assists with the development of customized internal policies and procedures
- Liaison to product development
- Leverages BofAML and industry resources to help you optimize and grow your programs
- Keeps your organization apprised of new industry innovations, including best practices and the latest technologies / functionality
- Will help you network with other BofAML clients using the same products/services

Account review key components:

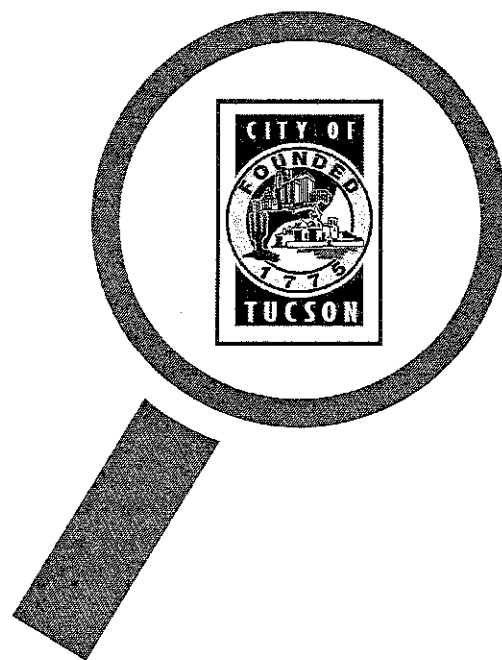
- Identify and track client card program goals and objectives
- Best practice updates related to program growth, control, and industry
- Card product updates
- Review of industry news, trends and benchmarks
- Feedback on service levels

Proactive account management

David Randolph Sr. Card Account Manager

A Local Team

In addition to David Randolph, **Market Leader Larry Glandon** is located in Phoenix. The team can meet with the City in person as often as needed.



Customized program framework

- Strategic consulting on benchmarking, program performance and goal setting
- Periodic reviews to track program goals against your strategic vision
- Assistance developing customized internal policies and procedures

Implementation and servicing

- Involvement with the implementation process to help guide your project manager and ensure smooth transition into long-term servicing
- Post-implementation, serves as single point of contact for managing and monitoring all of your Card programs
- Serves as escalation point for other servicing areas within the card programs once program is implemented

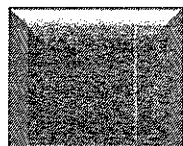
Continuous program optimization

- Provides strategic partnership to grow Card programs and facilitate program optimization
- Keeps organization apprised of new industry and association innovations and the latest technologies / functionality

Bank of America Merrill Lynch's Client Service ranked #1 globally
on Euromoney's survey of corporate & institutional treasurers

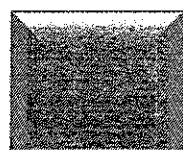
Implementation project lead

Bank of America Merrill Lynch has a team of dedicated card implementation consultants with vast experience in implementing large, complex card programs and commercial card products.



Implementation manager (PM)

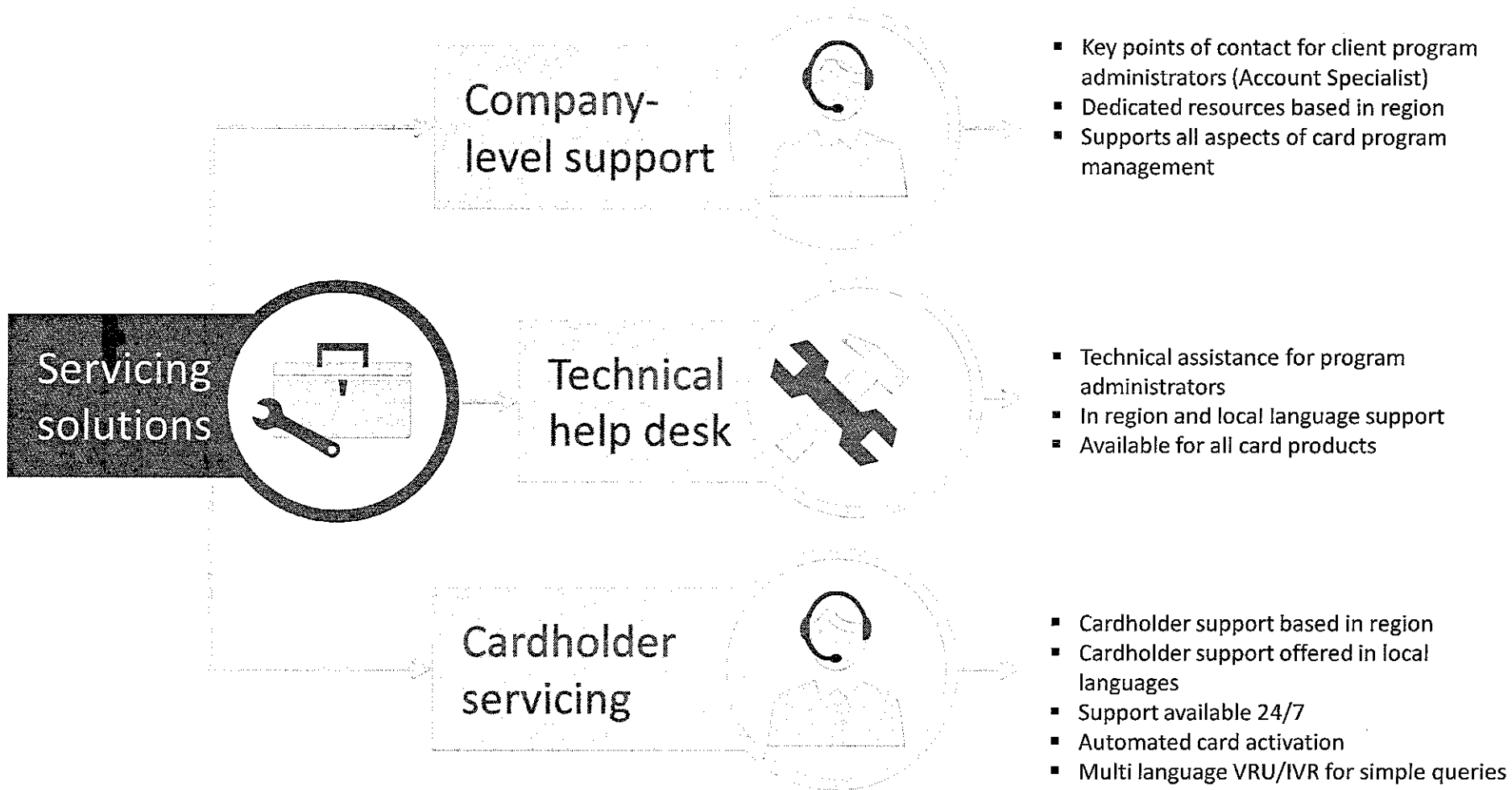
This dedicated team of consultative project managers is responsible for ensuring that the overall objectives for your program are delivered by ensuring that the scope and deliverables required are understood and coordinated. Our PMs are client focused and are assigned based on the skill set needed.



Implementation engineer (IE)

Reporting to the PM will be a team of IEs that will support your specific requirements. The IE is the subject matter expert and technical guide to implementing card and will provide support as a trainer on the card platform for your administration team.

Award-winning ongoing service



#1 7 YEARS IN A ROW
OUTSTANDING CUSTOMER SERVICE
J.D. Power, 2016

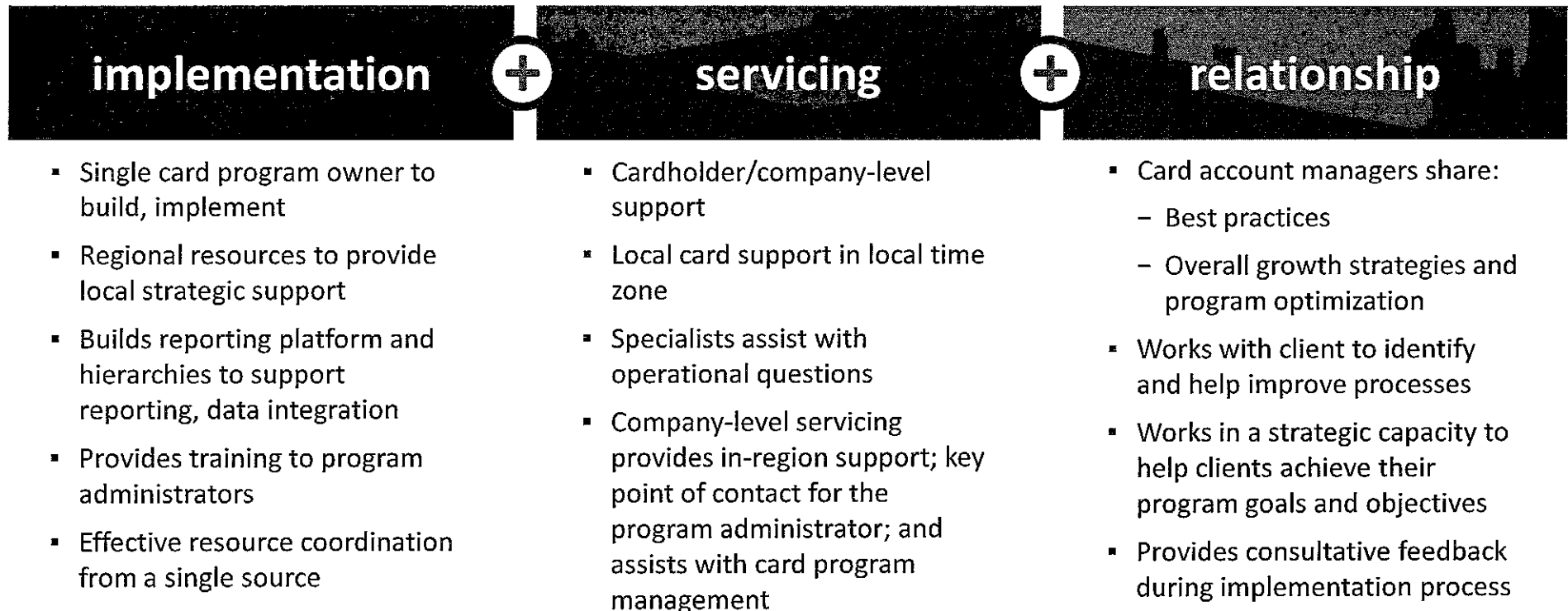


#1 10 YEARS IN A ROW
FRAUD PREVENTION
Javelin Strategy and Research, 2015

Fully aligned at every level

Successful program management starts here.

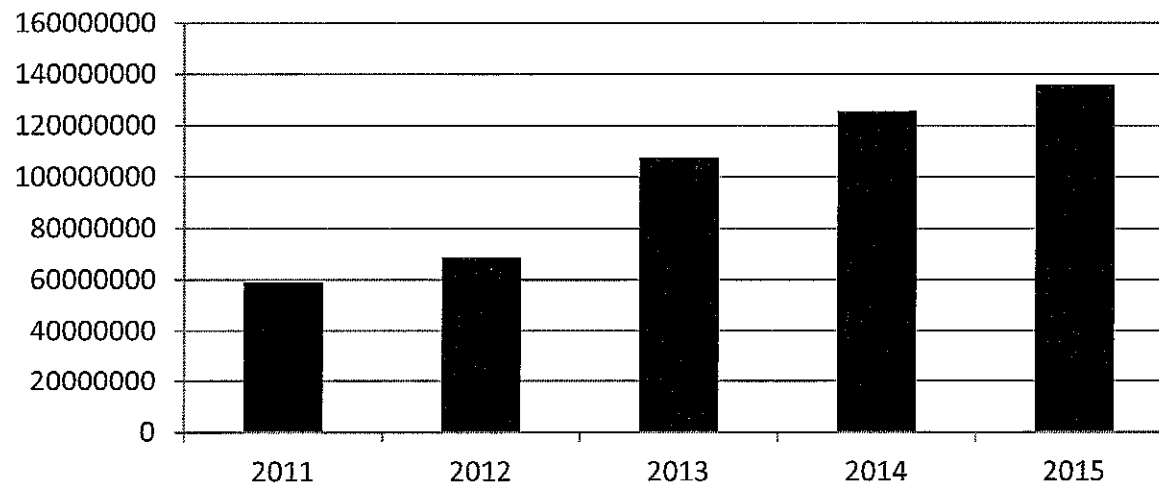
By aligning resources in implementation/servicing, along with proactive relationship management, we will deliver exceptional support you every step of the way.



Consortium Overview

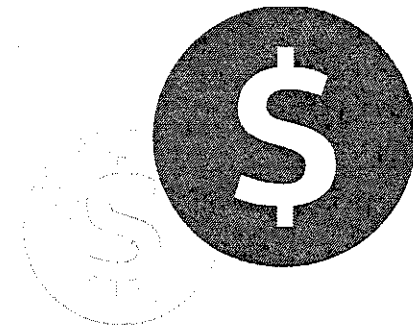
ePayables totals

AZPSG Spend Volume



AZPSG	Spend
2011	\$58,900,000
2012	\$69,048,304
2013	\$107,483,644
2014	\$125,754,663
2015	\$135,927,368

Transporting
the City of
Tucson into a
new realm of
efficiency,
savings and
opportunity.



Arizona Public Sector Group

City of Tucson Members

CAP
City of Chandler
City of El Mirage
City of Glendale
City of Sierra Vista
City of Williams
Flagstaff Unified School District
Gila County
Mohave County
Navajo County
Town of Fountain Hills
Pima County
Town of Marana
City of Show Low

City of Chandler Members

Ajo Unified School Dist # 15
City Casa Grande
City of Chandler
City of Flagstaff
City of Goodyear
City of Mesa
City of Peoria
City of Safford
City of Scottsdale
City of Surprise
City of Tempe
City of Yuma Arizona
Coconino County
AZ Commerce Authority
Corona De Tucson Fire District
County of Cochise
Deer Valley USD
City of Douglas

Marana School District
Maricopa Unified School District #20
Pima County - Superintendent of Schools
Pinal County
Town of Prescott Valley
Salt River Pima Mar Ind Com - Landfill
AZ Salt River Pima Maricopa Indian Comm.
City of San Luis
SMCFD No. 1 (Superstition Mtns Comm. Facilities)
Town of Buckeye
Town of Gilbert
Town of Queen Creek
Tucson Unified School District #1
City of Tolleson*
Mesa Public Schools*

*In Implementation or contract negotiations

$$\begin{array}{rcll} \$92 \text{ MILLION} & + & \$135 \text{ MILLION} & = & \$227 \text{ MILLION} \\ & & 159 \text{ BPS BASELINE} & & \end{array}$$

AZPSG rebate schedule

Making your bottom line our top priority

30 cycle days; 25 grace days								
Arizona Public Sector Group Annual Transaction Volume Tier Excludes Large Ticket Transactions (1) All Institutions		Entity Annual Volume						
		350,000	1,000,001	2,500,001	5,000,001	10,000,001	15,000,001	20,000,001
		1,000,000	2,500,000	5,000,000	10,000,000	15,000,000	20,000,000	+
		Rebate Basis Points						
\$80,000,000	\$99,999,999	114	119	124	134	139	141	142
\$100,000,000	\$124,999,999	120	125	130	140	140	142	144
\$125,000,000	\$149,999,999	120	126	131	140	145	147	155
\$150,000,000	\$174,999,999	120	127	132	141	146	148	156
\$175,000,000	\$199,999,999	120	128	133	142	147	149	157
\$200,000,000	\$224,999,999	120	129	134	143	148	150	158
\$225,000,000	\$249,999,999	120	130	135	144	149	151	159
\$250,000,000	+	120	131	136	145	150	152	160

Increase Standard Transaction Rebate Multiplier based on Cycle and Grace Days (3)	Cycle Days	7	14	14	30	30	30	30	30
	Grace Days	3	3	7	3	7	14	20	25
	Rebate BPS Increase	23	21	18	15	13	8	4	0

City of Tucson's Resource Commitment



What is the implementation commitment?

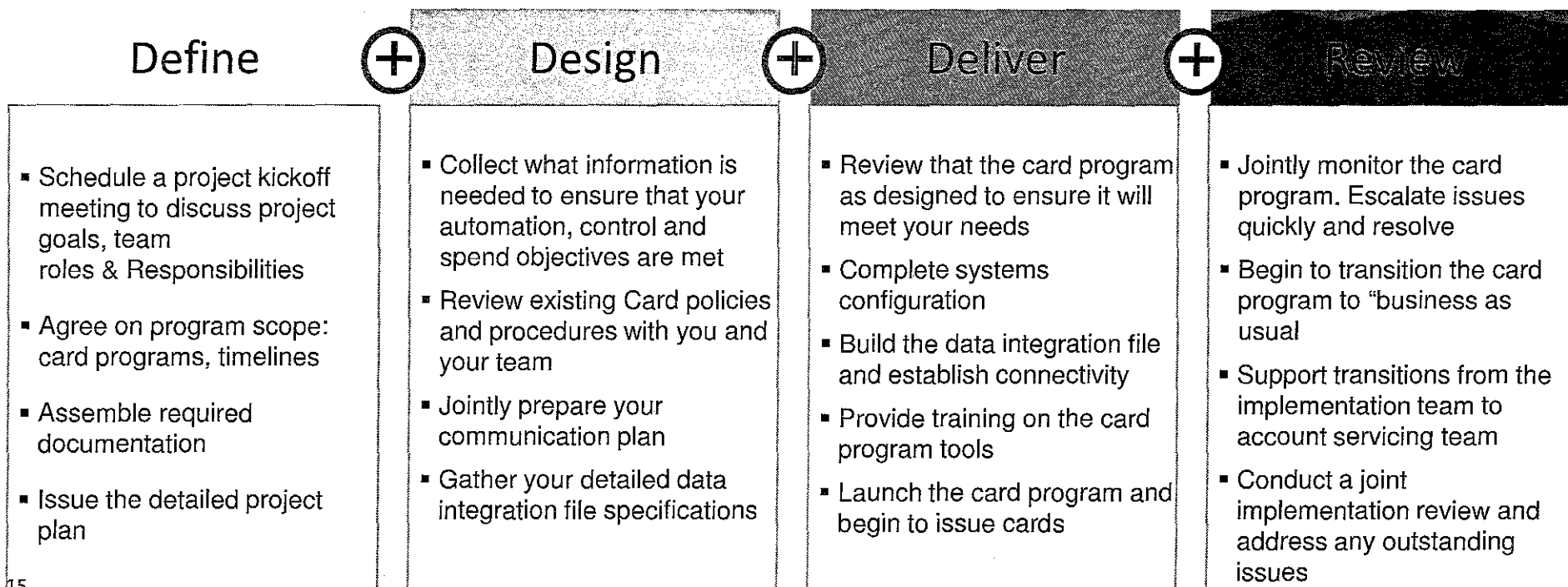
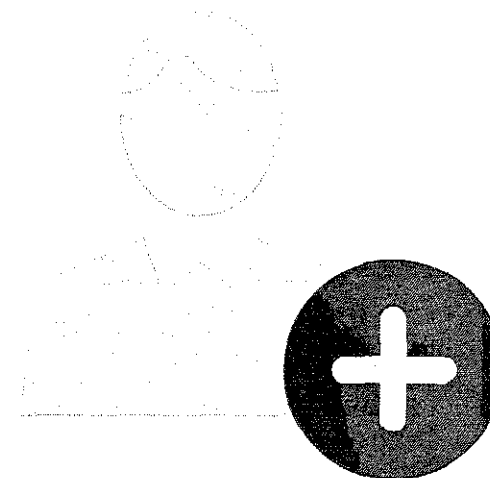
Bringing your card program to life

Bank of America
Merrill Lynch

EXPERIENCE:

Our implementation team has successfully implemented and converted thousands of clients **using standard and consistent business practices and routines**

Our methodology centers around four phases to help **ensure a timely and successful implementation** of your card program



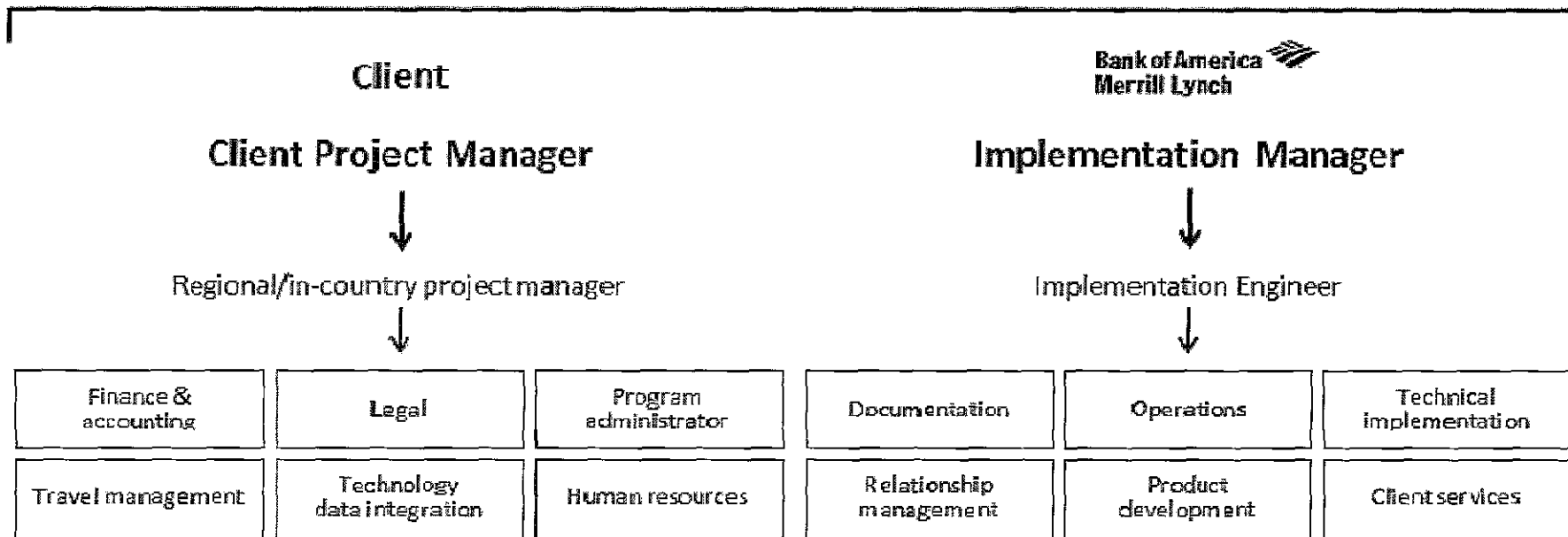
Recommendations for forming your team

Bank of America Merrill Lynch would recommend that you seek input from the following areas within your organization prior to and during the implementation Define phase:

1. **Project Manager** – Coordinates overall implementation
2. **Company Program Administrator(s)** – Manages day-to-day activities of the program once live
3. **Accounts Payable and Finance** – Reviews expense processes and identification of data integration requirements and is critical to the success when changes are required to expense management processes and reconciliation of monthly payments
4. **Human Resources** – Manages expense policies and employee communications, along with input into strengthening the policies and procedures for Card
5. **Legal Counsel** – Reviews Card Agreement and other documentation
6. **IT/ERP System Support** – Manages data integration and supports automation initiatives
7. **Employee Council** – Ensures the program meets local policies and practices
8. **Procurement** – Defines Purchasing Card strategy and may be key in negotiating contracts between BofAML and your company

Proposed Project Team

Steering Committee



Human Resources travel

- Travel policies
- Employee eligibility for card
- Employee data collection
- Employee data protection & comms
- Relationship with travel management company

Technologies Data Integration

- Identify data integration requirements
- Review data file specifications
- Connectivity setup
- Testing

Legal

- Review contracts
- Facilitates contract signature
- Provision of additional documentation requirements (AML, KYC)

Finance Accounting

- Review expense procedures
- Identify data integration requirements
- Recommends payment methods
- Program reporting

Program Administrators

- Supports the implementation (data collection etc..)
- Cardholder communication
- Daily program maintenance
- Order additional cards
- Program reporting

Vendor Enrollment





Multi-phase campaign

Analysis

Supplier file segmented by:

- Payment method match (Pcard, V-card and ACH)
- Supplier value (# transactions, logical payment groupings)

Facilitates a thorough client review of proposed suppliers/suppliers for each payment method — requires your approval prior to execution



Execution

- City approves the call script for the V-card campaign, assists with known contact information for suppliers in the V-card campaign
- Bank of America Merchant Services signs up new Pcard vendors



Activation

Virtual card account created, advise supplier of the account #, exp. date

Flag virtual card suppliers in your AP system

Pcards offer bulk, online activation and cardholder activation options



Support

Electronic payments begin

New supplier welcome packet

Ongoing supplier enrollment reporting

Specialized campaigns as requested

BAMS engaged

135,000+
suppliers
accept
BofAML
virtual card

Vendor
Enrollment Kit

Bank of America
Merrill Lynch

Vendor enrollment process

1 ANALYSIS



- BAML analyzes and segments City's Vendor data
- Payer approves Vendor list for outreach

2 ENROLLMENT



- BAML team begins customized outreach campaigns on Payer's behalf

3 RESULTS



- Enrollment and activation reporting provided to City
- City begins paying with Virtual Card and starts accruing rebates

4 ONGOING SUPPORT



- BAML team continues enrollment and reporting
- Work through vendor all segmentations

ePayables aka Virtual Payables Overview



Value

Extend float, optimize working capital

- Real-time payment visibility, stop payments, dispute on-line
- Robust, end-to-end vendor enrollment campaign managed by us
- Seamless Webcash interface for payment file and account reconciliation
- Ability to dynamically manage credit limits based on invoice payment amounts
- Electronic remittance advice to your supplier along with remittance detail
- Account management and reporting, which enables you to analyze card spend and identify trends

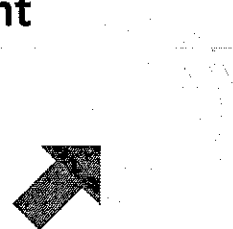
One of the most innovative web-based tools available

Simplifies management reporting

Online, on-demand, configurable reporting

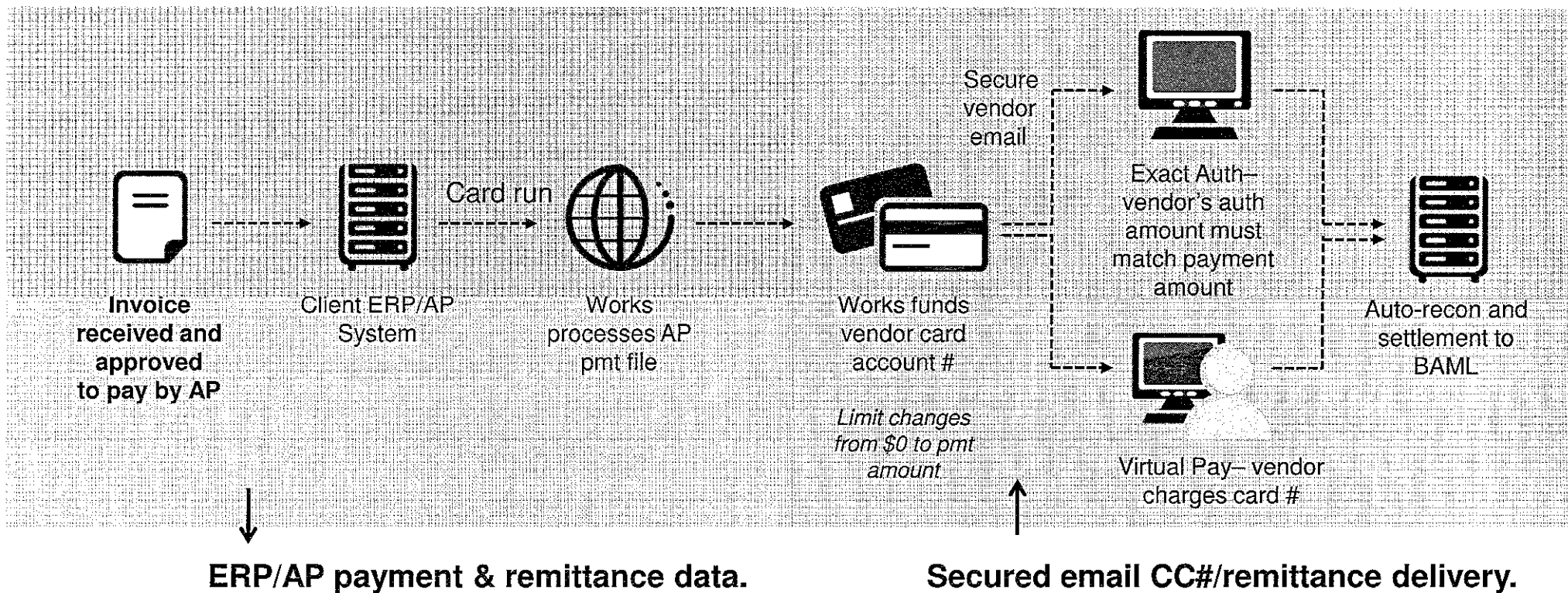
Spend by vendor reports

Streamlines vendor negotiations with robust data reporting



How Virtual Payables works

1. Bank of America enrolls your vendors
2. Your invoices are processed the same but settled via supplier assigned card numbers:



Vendor Payment Instructions and Remittance

*****SAMPLE ELECTRONIC REMITTANCE ADVICE***** SECURED EMAIL

From: Sample Company Name

Sent: Fri 02/17/2011 6:27PM

To: Vendor Remittance Contact

CC:

Subject: Sample Remittance Advice (0001006071-Vendor Ref)

To receive payment for the below referenced invoice(s), please charge the total amount of \$72,389.07 as a single transaction within 72 hours in order to reduce the possibility of payment complications.

Card Account Information:

Name on Account: Grade A Supplies

Account Number: 9999999999999999

Exp Date: 11/2014

Payment Details:

Payer: Sample Company Name

Payment Amount: \$ 72,389.07

Payment ID: 12347

Vendor ID: 17312

Vendor Name: Grade A Supplies

Invoice Number

Invoice Date

Amount

Invoice 58952861090

7/12/11

23,304.16

Invoice 32439871427

7/19/11

25,889.00

Invoice 12342189347

6/23/11

23,195.91

Total: \$72,389.07

If you have any questions or need assistance processing this payment, please contact Sample Company name:

Email: sample.company@sc.com

Phone: 555-123-4567

Internal record identifier: REQ00001002

Thank You,

AP Manager

Sample Company Name

555-123-4567

sample.company@sc.com

ePayables

Options to meet the needs of both payers and payees:



**One card per
supplier**



**One card per
transaction**



**Push
payments**



**Exact auth
override**



Secure email

Fraud Prevention



Successfully combating fraud

ROBUST FEATURES AND TOOLS

ZERO liability for external fraud impacts

Fraud protection and monitoring

- Account activity alerts through SMS, email or phone
- Risk weighted proactive card reissuance
- Notification to cardholders and administrators through email or phone
- Data analysis and continuous evaluation of industry trends and benchmarking

Employee misuse insurance

Consistent North America coverage as a best practice

Program control and spend monitoring

Exception reporting based on MCC codes

#1

FRAUD PREVENTION CARD SOLUTIONS

Javelin Strategy & Research, 2015



32% less loss Q4 2015
than industry average

bps of loss based on volume, VISA

FRAUD PREVENTION BEST PRACTICES

- | | |
|--|---|
| ✓ Set company policies | ✓ Segregate duties |
| ✓ Review transactions and report suspicious transaction activity to bank immediately | ✓ Phishing & Masquerading – provide fraud education and training |
| ✓ Enroll in account activity alerts | ✓ Client level fraud review – stats/trends/specific client experiences related to fraud |
| ✓ Differentiate user names and passwords across platforms | |

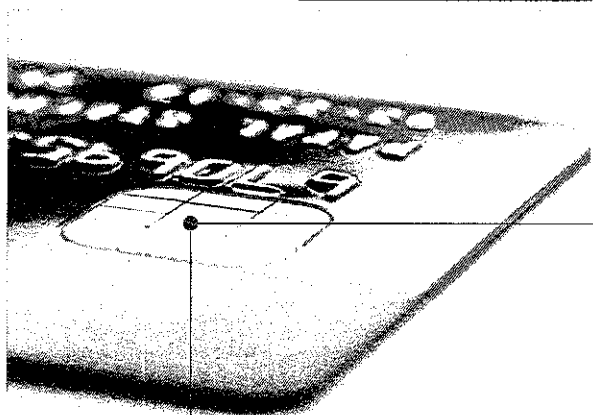


Chip and PIN cards

Convenience

Enhanced security

Global acceptance



convenience

- Utilize more automatic dispensing machines (unmanned terminals)
- Cuts down on declines often experienced when using mag stripe cards

enhanced security features

- Transaction information is encoded uniquely every time
- Cardholders verify the transaction by entering their PIN instead of signing to verify the transaction

global acceptance

- Chip & PIN cards have both magnetic stripes and chips providing cardholders greater access to points of sale and improved acceptance around the globe

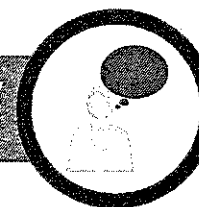
• dual factor authentication



something you have
CARD



something you know
PIN



more secure
payment solution

Mobile Alerts

Tools to monitor card activity and help detect fraudulent activity

ALERT OPTIONS

Select from a variety of alerts

Choose from a menu of alert options in English, French, or Spanish

Designate contacts

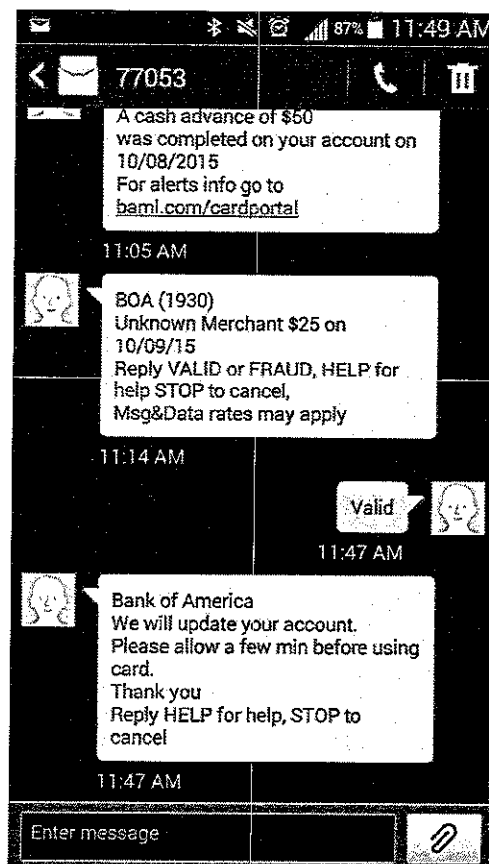
Define up to 25 contacts to be notified about alerts you establish – up to three contacts per alert

Customize when alerts are generated

Decide how and when alerts are triggered through configurable thresholds and specific notification time windows

Get access to information virtually anytime, anywhere

Receive alerts via text, email or voice



Sample text alert during testing

ALERT TYPES

SUSPICIOUS ACTIVITY

Proactive notification of activity outside your normal purchasing pattern

TRANSACTION ACTIVITY

- Cash withdrawals
- Transactions declined
- Transactions exceeding specified dollar amounts
- Transactions made via the phone or mail

ACCOUNT ACTIVITY

- New card requested
- Personal information updated
- Payment due
- Payment received

TWO-WAY ALERTS

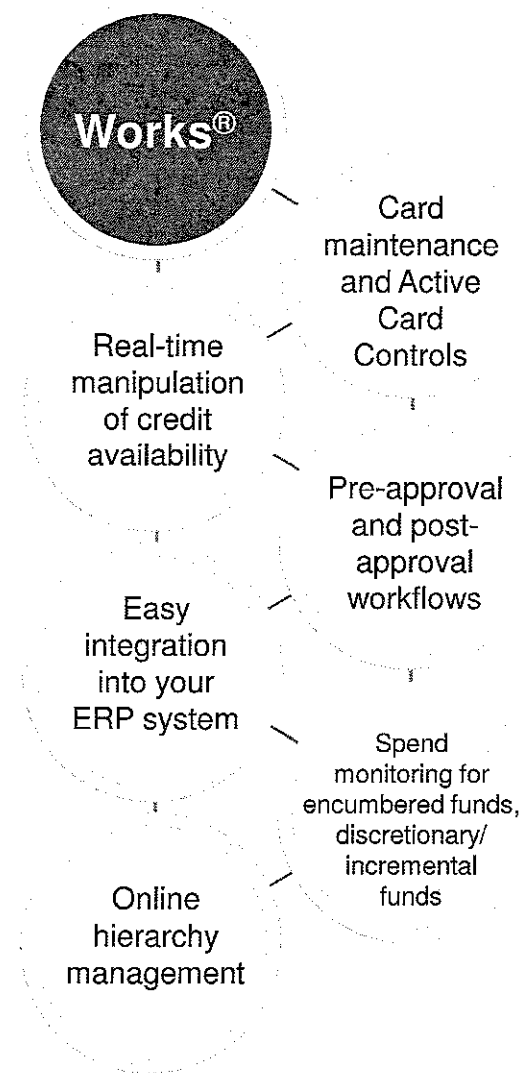
- #BAL
- #AVAIL
- #BILL
- #TRANS
- #STOP
- #HELP
- #MENU

Works Internal Controls

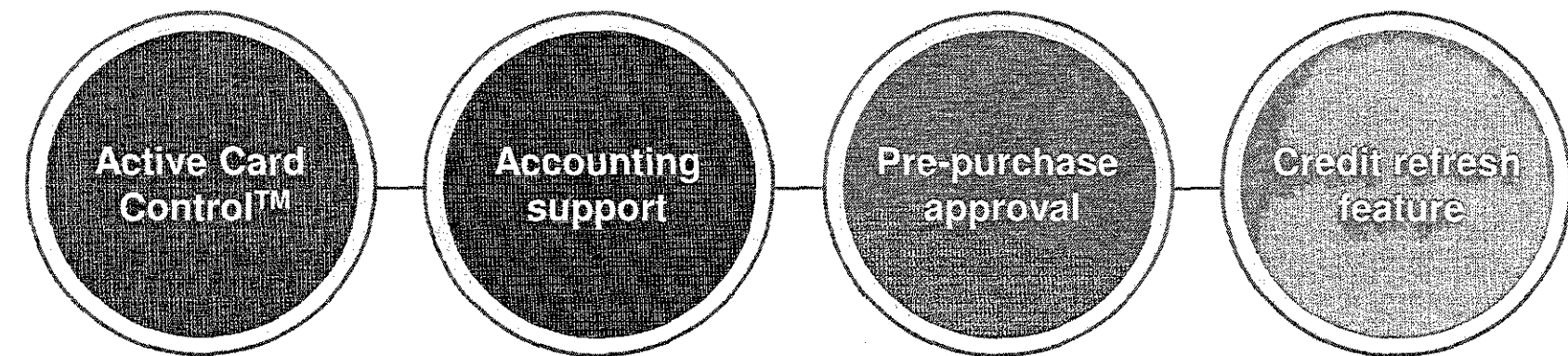
- Accommodates unique cardholder, manager, accountant and administrator permissions and approval workflow.
- Extended user roles: Auditor, proxy reconciler, scoped administrator
- Data capture:
 - Level III purchasing and travel data
 - Upload electronic receipt images

Controls to make card the payment method of choice

- Real-time card controls
- Funds pre-approval process
- Declining balance card issuance
- Merchant Category Code (MCC) restrictions and transaction limits to purchasing authority
- Card issuance or real-time suspension
- Add or close cards in real-time



Works: Internal Control Differentiators



- Unique spend control
 - Purchasing, travel, Virtual Payables
 - Combination profiles
 - Flexibility to make one-time purchases for optimized control
 - Increase/decrease funds on card, disable cards in real-time
 - Enforce corporate and individual spending policies by blocking specific Merchant Category Codes (MCCs)
- Ability to monitor spending towards projects or grants with spend monitor
 - Map, configure GL segments or use GL assistant to enable cardholders to pick from a list of cost center codes
 - Upload changes or additions to GL Segments or Valid combinations
- Ability to move large-dollar transactions to purchasing cards by using electronic pre-purchase approval by management
- Ability to control when a cardholder's credit line will refresh even with central payment option

Internal Control Through Works Reporting

Dashboard Reporting

MCC notifications, Split transaction report, card declines, Auth log

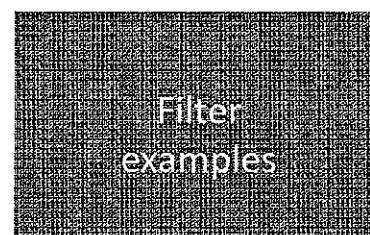
Configurable Reports:
Select from more than

650+
data
fields

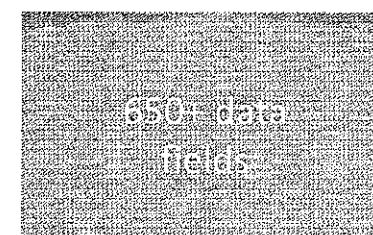
to create an endless
variety of report
templates



Card
Purchase request
Audit
Spend



Defined groups
Employees
Card numbers
Card profiles
Card status categories
Card statement periods

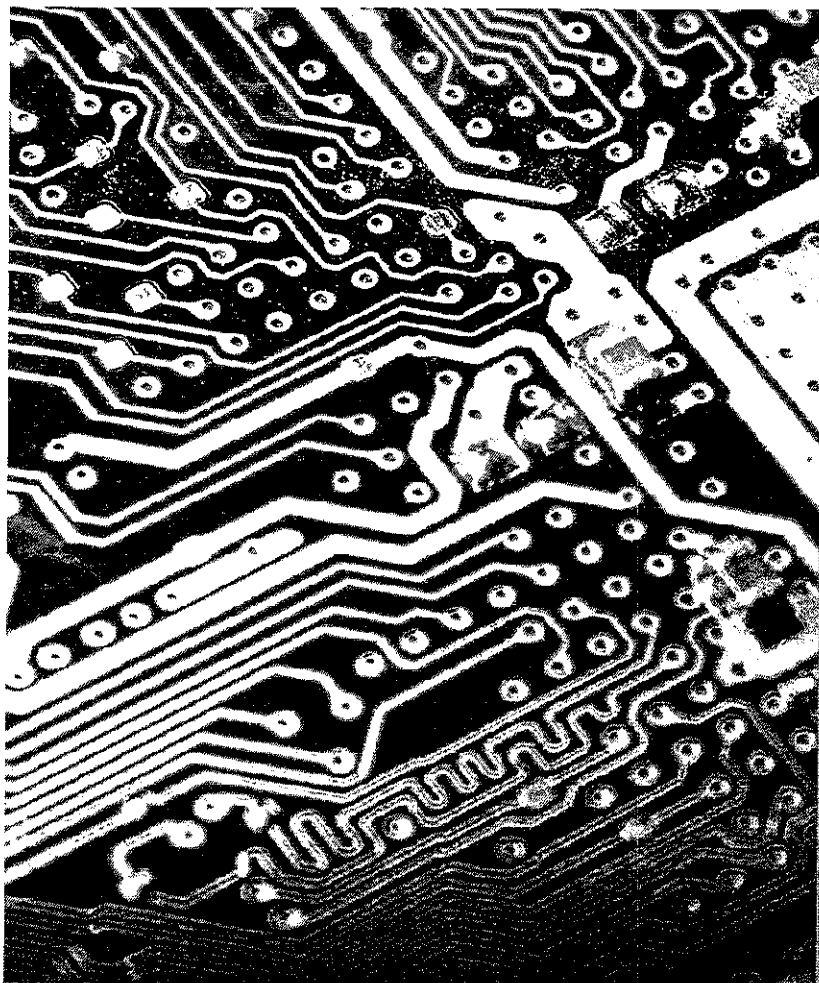


Fields include, but are not
limited to:
Allocation
Cardholder
Card
Transaction
Card decline
Card profile
Card renewal date
Cardholder spend limits

Card Administration



Leading-edge administrative technology:



- *Works* is our proprietary web-based hosted solution
- On-line Account Request for employees
- P.A. and scoped PA account requests
- Bulk cardholder file upload by BAML
- Online statement access, 12 months of statements for City account and cardholder accounts
- HR file interface – adds, deletes and edit cardholder data and hierarchy
- GL data uploads by BAML
- GL structure administration
 - 10 general ledger segments with unlimited values and descriptions
 - 64 alpha numeric characters
- Four main elements
 - Group, card, user, profile

Works: Foundation of a successful Card program

Comprehensive card program administration

Why Works?

Comprehensive management

self-service administration

- Suspend and close cards online
- Modify card settings in real-time
- Enforce card controls at the point of purchase
 - MCC Group restrictions and limits
 - Transaction, authorization & credit limits
- Exact authorization override feature
- Online disputes = PA and cardholders

streamlined reconciliation

- Enables distributed or centralized tasks
- Automates and improves accuracy of allocation
- Hands-free reconciliation reduces manual activities to exception handling
- Supports post-purchase transaction details, reallocation and approval
- Hierarchy changes and default allocation data

timely data & reporting

- Audit logging of card program changes and actions
- Permissions-based online access to data and reports - assigned by PAs
- Edit individual user or group hierarchy data and permission assignments
- Administrative data export for further analysis

Program administrators

Scoped program administrators



Robust administration capabilities

Why Works?

Robust administrative capabilities

transaction workflow	business rule engine	dynamic credit management	hands-free reconciliation
▪ Facilitates user review and accountability ▪ Enables appropriate approvals and controls, both pre- / post-purchase ▪ Streamlines cross-departmental data flow	▪ Enables policy enforcement at the time of request and the point of purchase ▪ Facilitates spending authority matrix ▪ Reduces process flow bottle-necks by automating certain decisions ▪ Applies policies to transaction types generating alerts	▪ Offers flexible credit limit management – discretionary vs. pre-approval ▪ Facilitates dynamic adjustment of individual credit limits for pre-approved purchases ▪ Enables credit limit restoration based on user compliance	▪ Automation reduces manual activities to exception-handling ▪ Enforces cardholder reconciliation activities via delayed restoration of funds feature

Works Demonstration



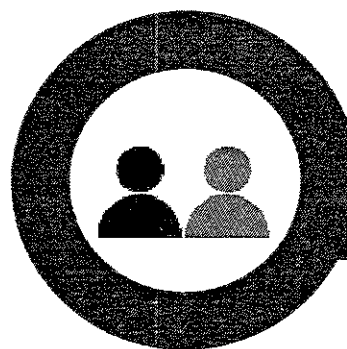
Intuitive interface that simplifies usability

- 36 months of transaction history online, 7 years total
- SAS 70 certified
- Compatible with Internet Explorer 7 and up, Mozilla Firefox, Safari and Google Chrome
- 6-8 releases a year
- Email preferences for Users
- Export features
 - Delimited text (CSV), Excel, PDF
- Supports Pcard, travel card, virtual payables programs
- Flexible transaction approval workflow

Value

delivers an intuitive and simplified user experience

The screenshot displays the 'Bank of America Works!' interface. At the top, there's a navigation bar with 'Home', 'Transactions', 'Purchases/Deposits', 'Accounts', 'Reports', and 'Administration'. Below this, a table lists transactions with columns for 'Account ID', 'Account Number', 'Spent/Current Pmt/Pls', 'Current Balance', 'Available Spending', 'Available Credit', and 'Account Features'. The table shows several rows of transaction data, including dates, amounts, and descriptions. A sidebar on the left contains a search bar and various filters. The bottom of the screen shows a summary of the current page, including the number of records and the current page number.



Program administrators

Accountants

Approvers

Accountholders

Q & A

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CITY OF
TUCSON

DEPARTMENT OF
PROCUREMENT

October 31, 2016

Larry D. Glandon
Senior Vice President – Market Leader
Bank of America, N.A.
201 E. Washington Street
Phoenix, AZ 85004

Email: larry.d.glandon@baml.com

Sent via email, this day

**Subject: Request for Proposal No. 171574 – Purchasing Card Program and
Virtual Payment Solutions
REQUEST FOR INTERVIEW / DEMONSTRATION**

Dear Mr. Glandon,

The City of Tucson is in receipt of the proposal that Bank of America submitted in response to the City's Request for Proposal #171574. After reviewing the Bank of America written response, the City requests that Bank of America be present for an interview/demonstration to further discuss Bank of America's proposal and see a demonstration of the proposed software system's capabilities.

The Evaluation Committee requests that Bank of America have in attendance any key people that will be able to answer functional and technical questions about how the proposed software system works and key people to discuss the proposed Purchasing Card and Virtual Payment Solutions programs. Present at the interview on behalf of the City will be representatives from the Department of Information Technology, the Department of Procurement, the Department of Finance and multiple end user staff from various City departments.

An approximate three hour window will be provided for this interview/demonstration from 8:00 AM to 11:00 AM on Monday, November 7, 2016. The interview will be from 8:00 AM to 9:00 AM and the demonstration from 9:00 AM to 11:00 AM. This meeting will be held in the 1st Floor Conference Room of Tucson Fire Departments Central Station located at 300 S. Fire Central Place, Tucson, AZ 85701. You will have access to the room as early as 7:45 AM in order to set up. The room is equipped with a screen, laptop, projector and hard wired internet access. I encourage you to bring your own laptop and internet access to serve as a backup to the provided equipment.

Since Bank of America has already advanced to the next stage of the selection process, a general sales presentation is not necessary at this meeting. At a minimum, the City would like Bank of America to focus on the following.

Interview:

- Provide an overview on how your firm will cover the relationship.
- Discuss the cooperative consortium and how existing agencies will be converted.
- Discuss the commitment and resources required by the City for a successful virtual card payment platform.
- Discuss the bank's approach to enroll vendors for pCard and ePayables.
- Discuss the ePayables process. Please include a screen shot of the e-mail vendors receive directing them to process a payment.
- Provide an overview of fraud prevention measures.
- Provide an overview of internal controls within the online reporting tool.
- Discuss overall card administration process.

Demonstration

- Per the attached script, please demonstrate the functionality of the online purchasing card reporting system, including the expense reporting module.

Certainly, you may address other features or considerations that will aid the City in its evaluation of your proposal if time allows. Please confirm your team's attendance on November 7, 2016 from 8:00 AM to 11:00 AM.

Please do not hesitate to contact me with questions at (520) 837-4105.

Sincerely,



Lloyd B. Windle II, CPPB, C.P.M.
Principal Contract Officer

cc: File No. 171574

Attachment – RFP #171574 – Demonstration Script

DEMONSTRATION SCRIPT - RFP #171574 - Online Purchasing Card Reporting Program - Functional Requirements

Instructions: Demonstrate each function/task in allotted amount of time.

Item Number	Functionality/Feature	Full Description
Agency Home Page Display and Layout		
	Ability to customize the home page screen layout with agency defined information.	Allow the agency to create and save their own home page layout to include important messages and status alerts of work to be completed.
	Ability to post unique agency created messages on the home page.	Agency may need to provide deadlines to complete activities.
	Ability to display a list of action items, alerts, and/or links per defined user role	
Transactions		
Data Entry		
	Ability to upload file attachments such as receipts, invoices, packing slips, etc and ties to a pending transaction.	
	Ability to access and enter information in a notes field	Enter and report on unique information related to transaction
	Ability to track and view who performed an action	
	Ability to create custom fields with no character limitation	Disclose limitations for this requirement
	Ability to print information entered into custom field in their entirety and not just what is displayed.	
	Ability to enter invoice number with validation preventing duplicate data entry (duplicate payment within the system)	
Reconciler		
	Ability to approve individual transactions by role	
	Ability to approve mass transactions by role	
	Ability for reconciler and/or approver to change the account number(s) for a transaction	Describe if system can accept multiple account numbers for unique transactions
	Ability to split transactions among multiple account numbers	
Approver		
	Ability to approve transactions	
	Ability for reconciler and/or approver to change the account number(s) for a transaction	Describe if system can accept multiple account numbers for unique transactions
	Ability to edit notes	
	Ability to return transaction to the reconciler	
Search		
	Ability to list transactions by date range with default as current calendar month.	
	Ability to list transactions sequentially by date.	
	Ability to sort transactions by fields	Display transactions by sorting fields such as date, cardholder, merchant name, account code, reconciler, approver, transaction amount, post date, transaction ID, custom defined fields, etc.
	Ability to conduct a quick and advanced search from the transactions page.	* Predefined searches * Custom searches

DEMONSTRATION SCRIPT - RFP #171574 - Online Purchasing Card Reporting Program - Functional Requirements **Instructions: Demonstrate each function/task in allotted amount of time.**

Item Number	Functionality/Feature	Full Description
	Ability to conduct searches by multiple criteria and save as a template for future use by all users.	Ability to search by date range, cardholder, merchant name, account code, reconciler, approver, transaction amount, post date, transaction ID, custom defined fields, etc.
	Ability to search on custom fields including transaction notes	
	Ability to retrieve, view, print and export transaction history	
Reporting		
	Ability to provide robust standard reports in a menu.	
	Ability to provide standard compliance / audit reports for internal / external policies.	
	Ability to provide an audit report for sales / use tax compliance.	
	Ability to create custom reports and save in the menu for future use.	
	Provision for supporting Level 3 merchant reporting.	
	Ability to report on custom fields	
	Ability to export search results into various report formats	excel, word, pdf, csv
	Ability to report on inactive account numbers	Do you purge inactive or closed accounts? Explain
Integration/Mapper		
	Ability to integrate with the City's CGI Advantage Version 3.8.02 ERP financial system.	Describe your experience in terms of both a) reconciling and approving within your online reporting tool and b) reconciling and approving within the City's ERP financial system.
	Ability to integrate with the City's CGI Advantage Version 3.11 ERP financial system with a go live date of September 2017.	Describe your experience in terms of both a) reconciling and approving within your online reporting tool and b) reconciling and approving within the City's ERP financial system.
	Describe what data fields transfer to and from the online reporting tool to the ERP system. What data fields do NOT transfer?	Specifically address whether or not Level 3 transaction detail transfers to the ERP system.
Administrative		
Search and Report		
	Ability to search and report on all transactions declined by date range	
	Ability to create custom fields for data entry, query and reporting.	City requires creation of PO#/TO#, sales tax, reconciler, approver, tax exempt, no receipt, CMO approval, invoice #, admin notes, transaction notes. Disclose any limitations including quantity
	Ability to schedule reports to auto-run daily	
	Provision for searching by first name, last name, account number, departments, hierarchy ID, user ID and free form fields to narrow search results	
	Ability to flag and report on 1099 vendors	
Chart of Accounts		
	Ability to create a Universal Hierarchy to access complete system	Permissions granted to Administrators (Finance and Procurement)
	Ability to create custom defined Agency Hierarchy to access transaction system	Permissions granted to reconcilers and approvers (Agency, Department, Divisions)

DEMONSTRATION SCRIPT - RFP #171574 - Online Purchasing Card Reporting Program - Functional Requirements **Instructions: Demonstrate each function/task in allotted amount of time.**

Item Number	Functionality/Feature	Full Description
	Ability to isolate chart of account elements to a data field (Fund, Department, Unit, Object, Activity, Program, Balance Sheet Account and Sub Balance Sheet Account)	
	Ability to inactivate general ledger account numbers AND still report on them	
	Ability to assign a default general ledger account number for transactions	Requires entry in hierarchy order of Fund, Department, Unit, Object, Activity and Program.
Permission and Roles		
	Ability to assign unique, multiple roles without compromising controls	A single user might have responsibilities in multiple departments as well as multiple roles. An example is a user who has access to all cardholders and is a reconciler and approver for multiple departments.
	Ability to create unique, defined roles for users to include Administrative, Financial and Reporting (Auditor)	
	Ability for single user to have access to multiple roles with a single login.	
Application		
	Ability to electronically order cards for department or employee via the online purchasing card system.	Describe the procedure and the information required
	Ability to customize when a card goes inactive.	
	Ability to assign hierarchy code during application process	
	Ability to assign User ID (employee login)	
Expense Reporting Module/System		
	Provide a general overview of the expense reporting module/system.	
	Ability to allow users to identify and code charges for automatic entry into the City's general ledger. (13a)	
	Ability to customize to reference City's general ledger account numbers. (13b)	
	Ability to split and code to multiple general ledger accounts. (13c)	
	Ability to upload receipt images. (13d)	
	Ability to upload receipt images using a mobile application. (13e)	
	Ability to allow employees to add out of pocket expenses. (13f)	
	Ability to workflow the expense report for approval (13g)	
	Ability to send reminders to encourage timely submission of expense reports. (13h)	
	Ability to exchange data with third party travel agencies.	

BANK OF AMERICA PROPOSAL

**BANK OF AMERICA RESPONSE TO REQUEST
FOR PROPOSAL DATED SEPTEMBER 29, 2016.**

Thursday, September 29, 2016

Lloyd B. Windle II, C.P.M., CPPB
City of Tucson
255 W. Alameda, 6th Floor,
Tucson, AZ 85701

Dear Mr. Windle:

Thank you for the opportunity to provide the City of Tucson (the City) our proposal for Purchasing Card Program and Virtual Card Payments, RFP# 171574. As the nation's premier financial provider for public sector entities we offer advantages that will proficiently address your financial needs — and move you into a new era of automation, productivity and cost savings. The solutions recommended are based on our careful review of the City's specific RFP requirements.

Our proposal will offer the City the best card payment partnership, summed up as follows:

- **Largest purchasing card and Virtual Payables issuer** — As the first provider of Virtual Payables 10 years ago, the City will benefit from a partner with the strongest record of accomplishment and the most experience successfully delivering Virtual Payables programs. We are invested heavily in the card business, a testament to this investment is the June 2016 *Nilson Report* that ranked Bank of America Merrill Lynch as the #1 issuer for purchasing card (including virtual card) sales volumes in the United States for the second year in a row.
- **Deep government sector experience and commitment** — To serve the City's needs completely, we have assembled a senior team of experienced professionals who specialize in supporting government entities. We will work closely with you to implement a strategy that will not only help you swiftly achieve your objectives today — but open new, exciting possibilities down the road.
- **Strategically grow your program through our commitment and ability** — We invest in state-of-the-art technology to help our clients maximize efficiencies impacting your bottom-line with faster funds availability to generate revenue. We, together with the City, will improve your card program by minimizing the manual checks that you process with the introduction of some value add services such as our Comprehensive Payables offering allowing the City to send one payment file for all payment types. We understand that high vendor adoption is vital for a successful program and will commit to aggressively pursuing vendor participation with the City's procurement team.
- **Innovative technology and strategic intelligence** — Our proprietary, web-based program management portal, Works, is a secure solution that will automate, streamline and integrate the City's existing payment authorization and integrate with your ERP system to streamline and improve the payment and posting process.

- **Proven, streamlined implementation expertise** – Over the years, we have refined and perfected our implementation process and methodologies. We follow a plan specifically designed for card implementations — it provides a solid structure, but also offers flexibility and customization to assure we can meet the City's specific program requirements. The City will be closely served by an implementation consultant, implementation engineer and a full team of service specialists to assure a swift, seamless implementation at a pace that works for you
- **Competitive rebates** – As the City is the 'lead' in a Consortium, you certainly can appreciate the benefit of aggregating spend volume with other members to achieve a higher rebate than can be achieved with standalone programs. We recommend the City's current consortium merge into our Arizona Public Sector Group (AZPSG). This group is comprised of various public entities such as Tucson Unified School District, City of Chandler, City of Mesa, City and Tempe, Town of Gilbert, Marana Unified School District, Cochise County, and City of Flagstaff, to name a few who are currently using our Purchase Card and/or Virtual Payables (AP Card) services. The City can do this with a separate contract, still acting as the anchor for the current consortium. The City's consortium current volume will be combined with current AZPSG members' volume, for calculation purposes, resulting in maximum rebate opportunities.

Also, the City has an opportunity to take advantage of below incremental growth kickers:

- \$5mm incremental growth = 10 BPS
- \$10mm incremental growth = 20 BPS
- \$20mm incremental growth = 30 BPS

Bonus Incentive

Bank will pay City a bonus incentive as set out below, within sixty (60) days of the date of execution of the Card agreement. This bonus is in addition to the rebates. This bonus incentive is contingent on award of the global card program, and further contingent on achievement of both Year 1 and Cumulative US Transaction Volume requirements as set out below. Year 1 is defined as the twelve (12) months commencing on January 1, 2017.

If the program fails to achieve either of the US Transaction Volume targets, then City will pay back to Bank a proportional amount of the bonus incentive, less any previous adjustments. For example, if the Year 1 Transaction Volume is 10% below the Year 1 target Transaction Volume, then 10% of the bonus incentive will be repaid to Bank at the end of the first annual Calculation Period.

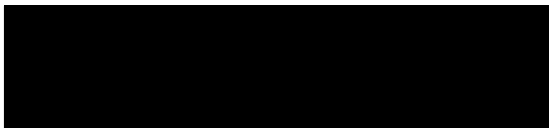
Bonus Incentive	Year 1 Volume Requirement	Five Year Cumulative Volume Requirement
One Hundred Fifty Thousand Dollars (\$150,000)	Sixty-Three Million Dollars (\$63mm)	Four Hundred Fifty-One Million Dollars (\$451mm)

If, after Bank of America pays City a bonus incentive, City terminates the Agreement for convenience in accordance with the Agreement, or Bank of America terminates the Agreement for cause in accordance with the Agreement within five (5) years from the effective date of the Agreement, City agrees that it will reimburse Bank of America a pro rata portion of the bonus incentive in accordance with the following calculation: City may retain one-fifth of the bonus incentive for each completed year of the

Agreement and will re-pay the remainder to Bank of America, less any previous adjustments to the bonus incentive.

We appreciate your consideration of our proposal and thank you for the opportunity to present our qualifications. We are confident that Bank of America Merrill Lynch can provide you with the valued purchasing and accounts payable card services and partnership you seek and we look forward to further discussions.

Sincerely,



Larry Glandon
Senior Vice President; Market Leader
Bank of America Merrill Lynch
602.523.6263
larry.d.glandon@baml.com

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Executive Summary

In today's competitive environment, the public sector must continually seek new efficiencies in an effort to cut costs. In response to a weaker global economy and budget cuts, the City's leaders and financial executives are undoubtedly refining their focus on the efficiency of your business operations as a source of potential cost savings. Within this challenging environment, the value of commercial purchasing cards is becoming more apparent. The bank, and our team of senior bankers selected to oversee this program, are wholly committed to building a partnership with the City to establish and expand your commercial card program.

From our evaluation of your RFP, we are confident our products and services, along with our advanced technology, will meet your needs. We have prepared our proposal to show you how. In choosing Bank of America Merrill Lynch, a proven leader in the card industry, you are providing yourself a single point of contact for all of your card-related activity in conjunction with your existing banking team to integrate all of the financial efficiencies available with our solutions. This allows us the opportunity to analyze your full program and provide a complete utilization strategy. We will work closely with the City to accomplish your goals as stated in the RFP.

Bank of America Merrill Lynch — the provider of choice

We offer unparalleled experience in supporting the public sector as a unique industry. The bank has provided services to the public sector since 1910. In 1982, we formed our Public Sector Banking group to address specific needs of federal, state and local government clients. We have relationships with 82%¹ of state governments, 74% of the top 50 cities by population and 74% of the top 50 counties by population².

Senior experts to support your entire program

As a valued public sector banking client today, not only are you managed by a client team of public sector banking professionals who have decades of cumulative banking experience, but you're also backed by our product management, implementation, consulting and service teams, who work together to help the City meet your goals. Each member of the team has a specific focus on the public sector industry. Together, this client-focused framework allows us to create value continuously by serving as consultants, sharing best practices of other governmental agencies and delivering fresh ideas.

To us, truly exceptional customer service goes beyond answering service requests and supplying product needs. We have elevated our service to extraordinary levels, providing truly consultative partnership and strategic advisory activities. We are committed to imparting new ideas and fresh approaches to service delivery as we work to simplify the City's day-to-day operations, open new avenues toward efficiency and help you take your Purchasing Card and Virtual Card Payments programs to the next level.

Your client team members — assigned specifically to oversee your program — look forward to continuing to work with and forming a deep strategic card partnership with the City. Additionally, the City will have a designated card account manager and account specialist to service your program and account needs.

¹ Internal Bank of America data

² U.S. Census 2014

Bank of America Merrill Lynch's approach to meeting the City's card program needs

The benefits of transforming business-to-business payments from check to electronic transactions can be yours. As you strive to accomplish this, you will look to consolidate your various payment methods into a more manageable process that is compatible with your ERP workstation. Below are the services we are proposing to the City.

Purchasing cards – All-in-one card solution

By implementing our purchasing card solution, the City can reduce the time and costs associated with individual requisitions, purchase orders, check requests and invoice payments for all of your business purchases and accounts payable spend. Traditional purchasing cards address a client's need to obtain necessary goods and services quickly that are small dollar in nature, as well as reduce per transaction processing costs associated with them. We believe with the size of the City's overall budget and expenditure **there is an opportunity to expand the existing purchase card program through a thorough accounts payable analysis and strategy without expanding the policy limits for card usage.** With our functionality in Works and the use of MCC card control profiles, we believe the City can combine your purchase and A/P card programs to drive further efficiencies. Market demand is moving purchasing card usage outside the traditional low-dollar payments into more creative, yet controlled, approaches to leverage spending and realize the full benefits of using them; we would like to work with the City to determine expanded use of the cards to create further efficiencies in your overall operation.

Works – a comprehensive online card management and reporting system

We offer our proprietary application, Works, a web-based card management and reporting tool. This application employs unique functionality, such as dynamic management of the funds on your credit cards, declining balance functionality, increased card controls, pre- and post-approval workflow functionality, spend monitors to help manage encumbered or project funds and seamless integration with the City's ERP system and existing A/P invoice payment processes. The Works application provides patented Active Card Control® technology, which allows customers to adjust the available credit limit settings dynamically on a card for purchases that may exceed the static limits set on cards.

This allows organizations to settle a larger number of payments on purchasing cards, while adhering to the internal policies, approval rules and controls required for higher-dollar purchases. Through a configurable hierarchy of access, your desired sets of controls are mapped in the application for maximum efficiency.

Program conversion expertise and improvement opportunities

Converting a card program is not an easy task, but it is also a great opportunity to review and improve processes that may have been in place for a long time and to take advantage of new technology to drive efficiencies and help to migrate more and more paper vendor payments to electronic while maintaining and even improving control and visibility.

Virtual Payables service

We are pleased to present our Virtual Payables service for your A/P card program. Since 2005, we have been helping our clients expand their card spend. The City will benefit from a partner with the strongest record of accomplishment and the most experience successfully delivering Virtual Payables programs. In 2015, we processed nearly \$16 billion in spend and 3 million transactions for 1,200+ clients. The patented Active Card Control feature helps safeguard your funds as it allows us to dynamically fund cards for A/P payments. No funds are released until you approve the transaction.

Our Virtual Payables solution leverages innovative technology and our existing card network to combine streamlined card account integration with the City's existing systems and payables processes. By choosing Bank of America Merrill Lynch as your virtual payments provider, the City is selecting the leading virtual payments provider with an end-to-end in-house vendor enrollment team. Virtual Payables provides an end-to-end integrated A/P solution that makes converting from check to electronic payments simple and cost effective.

Virtual Payables differentiators:

- **First and largest Virtual Payables issuer** – The City will benefit from a partner with the strongest record of accomplishment and the most experience successfully delivering Virtual Payables programs. The June 2016 *Nilson Report* ranked Bank of America Merrill Lynch as the #1 issuer for purchasing card (including virtual card) sales volumes in the United States for the second year in a row.
- **In-house vendor enrollment support** – We manage your initial vendor enrollment campaign, and continue to collaborate with you to enroll additional vendors throughout the life of your program.
- **Proprietary Virtual Payables platform** – Virtual Payables is delivered via the Works application, which is a proprietary platform, not a third-party provider. We continually invest in the Works platform to provide our clients with the latest technology.
- **Check-to-card savings** – We match your vendors against a proprietary database of vendors known to accept e-payments. Our Virtual Payables database of more than 130,000 vendors is the largest in the industry.

Vendor match opportunity

By partnering with MasterCard and using our Works technology, the City can benefit from a service that automatically matches a list of your vendors to a database of companies that accept MasterCard. This match service provides information on the vendors that accept card for accounts payable or purchasing card payments, making it efficient and easy to identify which check payments can be converted to electronic card payments. We are pleased to provide the City with your own vendor match in the Appendix of this response. You will note that we believe it is possible for the city to convert approximately \$16 million to \$23 million check spend to card spend.

Additionally, we lead the enrollment effort to contact vendors that you want to pay through card and provide on-boarding support through the life of the program. The City will continue to build strong supplier relationships that enable mutual success by having this ability to offer fast, reliable invoice and payment options.

Program optimization consulting

Program optimization

With our team's experience and government expertise, we will give you many options from which to choose and help you with the decisions and implications of those decisions to map out a strategy for your card program throughout the contract. Our program optimization consulting is a unique value-add service designed to help card clients maximize their card program potential and convert more existing payments to card so that they may fully realize the benefits of electronic payments sooner.

Our comprehensive spend analysis, extensive qualitative card program reviews and dedicated industry experts set us apart from our competitors. Our disciplined methodology, culminating in a formal business case delivered with customized recommendations, has resulted in impressively local accelerated growth rates and improved process efficiencies for our participating clients.

Benefits include the following:

- A Virtual Payables supplier database of more than 130,000 vendors
- Comprehensive A/P spend analysis managed and performed in-house
- Ongoing support by a designated Card Account Manager and Card Account Specialist along with the optimization team for program success
- Documented business case for growth, including a best practice review and industry benchmarking
- Quantitative and qualitative analysis resulting in attainable strategies and tactics that translate into bottom-line savings for the City that includes:
 - A detailed spend analysis and in-depth qualitative program review
 - Industry benchmarking and best practice assessments
 - A customized business case with realistic cost savings projections and recommendations supporting achievable and realistic growth opportunities
 - A formal project plan to track the implemented recommendations
- Bank of America Merchant Services currently assist local governments with enrolling suppliers who do not currently accept card payments
- Periodic reviews to adjust the expansion plan as the City needs change

Financial Benefits

As stated in our executive summary, we understand that the City is currently the 'lead' in a Consortium, and as such you certainly can appreciate the benefits of aggregating spend volume with other members to achieve a higher rebate than can be achieved with standalone programs. Our **Arizona Public Sector Group (AZPSG)** is comprised of various public entities such as Tucson Unified School District, City of Chandler, City of Mesa, City and Tempe, Town of Gilbert, Marana Unified School District, Cochise County, and City of Flagstaff, to name a few who are currently using our Purchase Card and/or Virtual Payables (AP Card) services. The City can do this with a separate contract, still acting as the anchor for the current consortium. The City's consortium current volume will be combined with current AZPSG members' volume, for calculation purposes, resulting in maximum rebate opportunities. At current anticipated volumes this would result in a rebate tier paying a maximum value of 159 basis points.

As the AZPSG grows, the rebate rates increase for all qualified participants. To illustrate, last year, the AZPSG achieved over \$125 million in aggregate card volume. This put all participants in the \$125 to \$149.9 million tier. With the City's consortium current spend of \$91 million, the AZPSG will move to the \$225 - 249.9 million tier. This means a baseline rebate rate of 1.59%, plus a prompt payment bonus of eight (8) basis points for a total rebate rate of 1.67% as your program exists today. And as the City's program increases and the Cooperative increases with the City's additional volume, the rates continue to increase.

Also, the City has an opportunity to take advantage of below incremental growth kickers:

- \$5mm incremental growth = 10 BPS
- \$10mm incremental growth = 20 BPS
- \$20mm incremental growth = 30 BPS

Bonus Incentive

Bank will pay City a bonus incentive as set out below, within sixty (60) days of the date of execution of the Card agreement. This bonus is in addition to the rebates. This bonus incentive is contingent on award of the global card program, and

further contingent on achievement of both Year 1 and Cumulative US Transaction Volume requirements as set out below. Year 1 is defined as the twelve (12) months commencing on January 1, 2017.

If the program fails to achieve either of the US Transaction Volume targets, then Company will pay back to Bank a proportional amount of the bonus incentive, less any previous adjustments. For example, if the Year 1 Transaction Volume is 10% below the Year 1 target Transaction Volume, then 10% of the bonus incentive will be repaid to Bank at the end of the first annual Calculation Period.

Bonus Incentive	Year 1 Volume Requirement	Five Year Cumulative Volume Requirement
One Hundred Fifty Thousand Dollars (\$150,000)	Sixty-Three Million Dollars (\$63mm)	Four Hundred Fifty-One Million Dollars (\$451mm)

If, after Bank of America pays Company a bonus incentive, Company terminates the Agreement for convenience in accordance with the Agreement, or Bank of America terminates the Agreement for cause in accordance with the Agreement within five (5) years from the effective date of the Agreement, Company agrees that it will reimburse Bank of America a pro rata portion of the bonus incentive in accordance with the following calculation: Company may retain one-fifth of the bonus incentive for each completed year of the Agreement and will re-pay the remainder to Bank of America, less any previous adjustments to the bonus incentive.

Looking forward

We are well aware that the RFP process is an excellent time to evaluate who is the strongest card services partner for the City. We understand that changing your card program provider is a major task, and is not taken lightly. We believe, as the City's bank and financial partner, we bring much more than card payments to this proposal.

We also understand that with our country's volatile economy, public-sector entities are faced with shrinking budgets and mandates to make do with present resources. With our market-leading technology, robust card services, our singular dedication to public sector clients and our customized implementation processes, we believe our proposal will provide the City with the best choice for an existing, forward-reaching card program services partner.

Evaluation Requirements

Evaluation Requirements

A. Method of Approach

I. Purchasing Card Solutions

1. **What card platform(s) does your program employ (e.g. MasterCard, Visa, American Express, or other)? Why? If more than one is used, which would you recommend for the City and why?**

Our recommended solution for the City is a MasterCard-branded solution.

As one of the largest commercial card issuers in the world, we have a strategic partnership with MasterCard and a high level of collaboration on their marketplace enhancements and investments. We have partnered with MasterCard to investment in the following key areas:

Card acceptance: MasterCard is accepted at nearly 40 million locations worldwide. Compared to other brands, the MasterCard brand offers wide acceptance across all merchant categories. Any merchant that accepts MasterCard will accept Bank of America cards.

Development of the global B2B space: Bank of America has partnered with MasterCard to aggressively build a network of suppliers capable of capturing and passing Level 2 (sales tax and customer code) and Level 3 (line-item detail) expense data. This will help to provide the City with the data that you need to provide control and insight.

Enriching Travel Data: MasterCard contracts with major airline systems and hotel chains to acquire air and hotel folio data that can be, but is usually not, provided with an airline or hotel financial transaction. This data is brought into our global data repository and made available to the City as a client of the Bank.

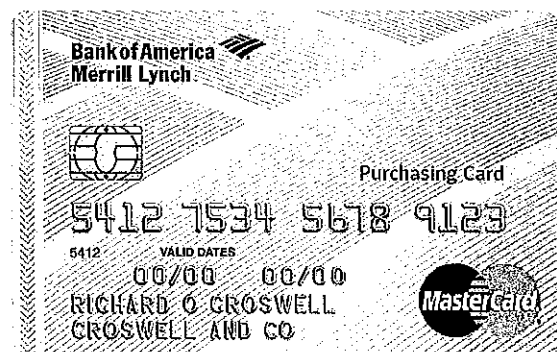
2. **Describe the bank's capabilities with purchasing card solutions.**

Our Purchasing Card program can help the City significantly reduce purchasing, reconciliation and accounts payable processing expenses. You will be able to consolidate your cardholders' combined monthly purchases into one single deferred payment to the bank and you will receive an electronic file of transaction data sufficient to automatically allocate and interface into your expense management system, enterprise resource planning or Account Payable system.

Benefits

The card is designed to meet your needs:

- Streamline accounts payable and reduce administrative costs
- Accurate general ledger cost allocation, audit and tax reporting
- Save hard and soft dollars when converting checks to card payments
- Control unauthorized spending when you leverage greater security features
- Negotiate discounts with preferred vendors



- Enhanced data capture and high quality transaction data to facilitate reconciliation
- Greater compliance with spending policies
- Improved cash flow for you and your suppliers

Controls

To help manage spending policies, Purchasing Cards offer extensive cardholder restriction and control options, including:

- Authorization limits by employee (dollar maximums per transaction, by day, week or business cycle)
- Restrictions on number of transactions per day, amount of transactions per day and maximum single transaction amount
- Restrictions on merchant or supplier by Merchant Category Code
- Cash advance blocking or restriction
- Management of available funds in real-time
- Chip & PIN functionality

Additionally, the City can establish unique authorizations for each cardholder at the individual, departmental level. Once the card program is implemented, purchase transactions can be automatically allocated to the City's general ledger, allowing for re-allocation if necessary. In addition, reconciled transactions can be exported to a file for quick import into the City's CGI Advantage system, eliminating errors and dramatically reducing cycle-end reconciliation efforts. Reconciliation files can be automatically pushed to the City for added convenience.

Program Administrator

Your designated program administrator will work hand-in-hand with our card support staff as a key communicator and the day-to-day manager of the card program. The program administrator will have the authority to manage all aspects of the City's card program through the internet, including:

- Setting up and maintaining card accounts
- Issuing cards
- Changing cardholder spending limits
- Maintaining and generating management reports
- Identifying new areas where card can be used to fully realize the benefits of your program throughout your organization by continuing to consolidate your vendor base, achieving considerable cost reductions

Program structure

Flexible product features and functionality allow the City to choose the program structure that is right for you.

Central/company Billing

We offer Central billing for virtual payables and purchasing card programs.

Central billing advantages

- Provides cash flow management saving opportunities
- Maximizes revenue share potential as you are in control of when payment is made
- Lowers fees associated with cardholder delinquency
- Allows for better tracking of unused travel
- Reduces cost associated with employee reimbursement
- Lowers liability exposure due to cardholders who are reimbursed but do not pay Bank of America
- Reduces the possibility of service interruption if cardholder fails to make payment

Available billing cycles

Our flexible billing supports either a central or individual billing system option:

- Central billing option: all charges incurred by all cardholders are consolidated into a single billing statement and sent to you. Cardholders receive a "memo" statement of their individual charges. Statements can be sent on a weekly, biweekly or monthly basis. As such:
 - If a monthly cycle is chosen, you can choose the day of the month (between the 3rd and 27th or the first or last day of the month) that the billing cycle will end.
 - If a biweekly or weekly billing cycle is chosen, you can choose the day of the week (Monday through Friday) that the billing cycle will end.

In addition, your company also can elect to have transactions diverted to a separate billing account called a diversion or control account based on the Merchant Category Code associated with the transaction.

Diversion accounts

Diversion accounts are used to direct or divert purchases related to an entire Merchant Category Code group, such as computer stores or office supplies, to a separate corporate billing account. This type of billing provides you with the ability to divert specific transactions associated with a project to a separate bill.

Payment terms

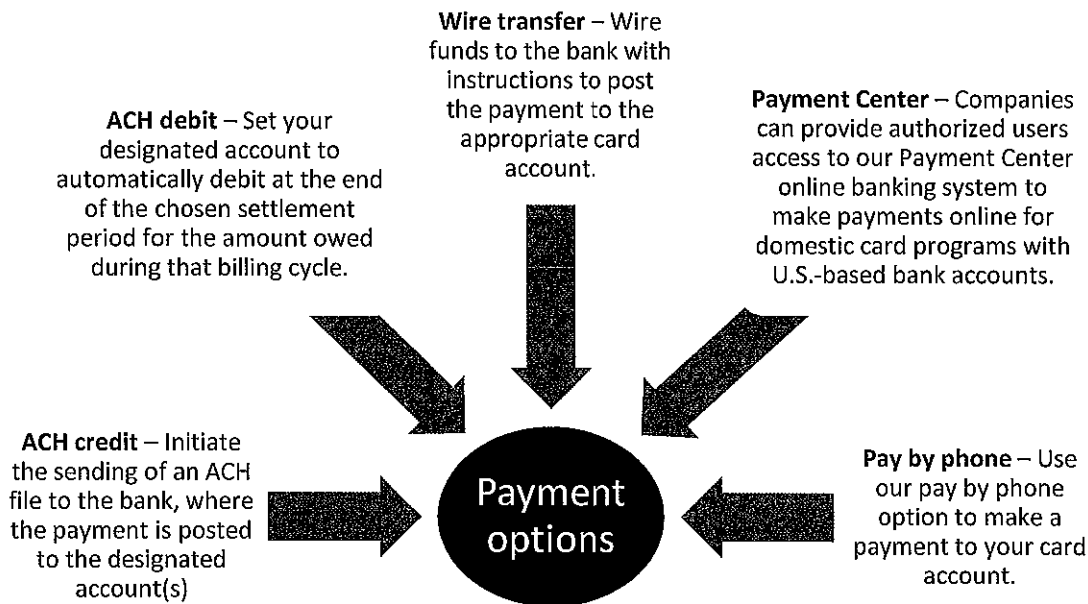
The following standard settlement periods are available for central billing. The specific settlement period is determined based on the billing frequency:

- Weekly billing with a grace period of three days
- Bimonthly billing with a grace period of three or seven days
- Monthly billing with a grace period of three, seven, 14, 20 or 25 days



Payment options

We offer the following payment options:



Billing statement delivery options

An electronic billing statement serves as the legal invoice from Bank of America. For convenience, we also provide electronic reporting files that contain electronic cardholder transactions. These electronic files include statement billing file (a proprietary text file), EDI 811 as well as various transaction output files from our online reporting system.

3. Describe in detail the purchasing card solutions that you will offer, such as declining cards, prepaid cards, travel cards, fleet fuel cards, etc.

Card programs

Bank of America Card and Comprehensive Payables programs

Corporate Purchasing Card	Allows the City to purchase goods or services and have payment made to their suppliers within 48 hours. The card program: ▪ Eliminates traditional paper intensive, manual purchase order and accounts payable processes. ▪ Enables you to consolidate your cardholders' combined monthly purchases into a single deferred payment to the bank. ▪ Offers an electronic file of transaction data sufficient to automatically allocate and interface into your Enterprise Resource Planning or A/P system. Configurable reports can be accessed through the internet.
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Corporate Travel Card	Used for travel and entertainment expenses, our Corporate Travel Card provides unsurpassed acceptance and cardholder convenience, global
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Bank of America Card and Comprehensive Payables programs

	support, cardholder travel rewards and robust electronic expense reporting. This card can also help you quickly and easily change card settings, track, reconcile and allocate expenditures with our web-based electronic management and reporting platform.
One Card	Combines purchasing and travel and entertainment features on one card. Users benefit from the same level of flexibility, control and acceptance of each individual card product, with fewer plastics to manage.
Virtual Travel: Central Travel Account	Our Central Travel Account offers consolidated travel billing, enhanced travel spend data and greater control of travel spend policy compliance. Central Travel Accounts can be used to pay for airline and rail tickets — or any other expenses charged by your designated travel management companies all on one consolidated bill, which can be settled monthly.
Ghost Account	Card-less account that can be assigned to a specific vendor, an individual, a department, or a specific project.
Meeting Card	Typically assigned to a meeting planner to consolidate all meeting related expenditures for which they are responsible. Can also issue a separate card for each large meeting/event
Department Card	Can be assigned to a specific department or project within the company and used to consolidate all related expenditures. These accounts are typically card-less.
Virtual Payables For the U.S.	An electronic payment product targeting disbursement and Accounts Payable spend upon approved invoices. A specific virtual card is assigned to a designated supplier and uses your existing payment file process to replace a manual, paper-based check settlement with an electronic card-based payment. Please note that the spend on this program is added to the City's annual spend for rebate opportunity.
Virtual Account Number U.S. ONLY	Ideal for one-time payments to single vendors. Using our reporting package, Virtual Account Number funds a single card account that is used for payment. It can help you lower administrative costs, strengthen relationships with suppliers and manage working capital more efficiently. Please note that the spend on this solution is added to the City's annual spend for rebate opportunity.
Vendor Match U.S. ONLY	The City can benefit from a process that automatically matches a list of your vendors to a database of companies that accept our cards. This match service provides information on the vendors that have accepted card for accounts payable or purchasing card payments, making it efficient and easy to identify your check payments that can be converted to electronic card payments. We lead the enrollment effort to contact vendors that you want to pay through card and provide vendor onboarding support through the life of the program. The City can build strong supplier relationships that enable mutual success by offering suppliers fast, reliable invoice and payment options.
Paymode-X® Connect U.S. ONLY	A robust end-to-end electronic payments platform, Paymode-X Connect is a single entry point for all payment types: card, ACH, wire and paper check. The City will have immediate access to a supplier network of 300,000+ members—and benefit from best-in-class supplier enrollment support resulting in a rapid paper check to electronic transaction conversion. In addition to cost savings

Bank of America Card and Comprehensive Payables programs

from paper elimination, the City can earn financial incentives on payments to eligible suppliers.

4. Issuance of New and Replacement Cards**a. Will all new purchasing cards issued have EMV chips?**

Yes, all new Procurement Card programs are issued Chip & PIN cards as the default card type.

b. Describe the procedure for requesting new or replacement cards? Include turnaround time and delivery method. Can purchasing cards be sent directly to the City's corporate location versus to individual cardholders?

Through the Bank of America card program, a new card application can be completed by either your Program Administrator or the cardholder through Works. New cards will be issued within seven to 10 business days upon notification. Cards can be sent to a centralized address or to the cardholder's address on file. The City can determine the mailing options. Cards can be expedited; however, additional shipping charges may apply. Cardholders will receive their new cards on an average of one to two business days for urgent applications.

Renewal or Replacement Cards

We automatically reissue cards. We will renew accounts according to the information that you provide and we will mail cards one month prior to the expiration date printed on the activated cards. The client's program administrator(s) can also issue replacement cards using Works or by calling the dedicated customer service team. We will mail your cards within seven to 10 business days after you input the information into the Bank of America system.

Emergency Card Replacement

A replacement card can be requested by contacting the customer service center. Replacement cards can be sent via priority mail in approximately one to two business days of the request for domestic shipment and within 72 hours for international shipment.

In emergency circumstances, Bank of America can provide the new account number the same day, for use the following business day, until you receive the new card. Furthermore, if the cardholder is in an emergency situation and needs help and/or emergency funds, assistance is available by calling our customer service center.

b. What are the requirements to approve issuance of cards to new cardholders? Explain the process.

The City will determine which of your employees will be approved to receive cards. We do not limit the number of approvals required with the Online Account Request process; that is dictated by your

company policy. All manager approvals are managed via email until the Program Administrator receives the necessary approval, at which time he or she can go online to process the application.

c. Will the bank require social security numbers or perform credit checks to approve existing or new cardholders?

No. We will not require SSNs or perform personal credit checks on any cardholder /employee. Note that beginning in March 2017 cardholder date of birth will be required for new cardholders to comply with applicable economic sanction requirements.

d. Do all purchasing cards require activation upon receipt and prior to first use?

Yes. Whenever a program administrator gives a new or replacement card to a cardholder, it must be activated by calling our toll-free, 24/7/365 Customer Call Center number and entering a pre-set activation code. This procedure reduces potential liability and is in place so that only the correct cardholder is in possession of the card.

- e. **Identify how you will work with the City to determine card design and what resources are required. Submit samples of proposed card designs. Describe how vendors will identify users of a pCard as a government employee.**

The City can co-brand your cards with a digitized name/or logo on the card. Custom Card art can also be created however timelines associated with customized art can be up to 12 weeks to produce.

The logo is at the top right of the card. Two lines of up to 21 characters are available for cardholder name, company name or department name. The logo design is set up at the time of implementation and complete six weeks from client approval.



There is no charge for a corporate logo; however, if you desire additional colors or graphics beyond the standard card, custom design services are available for an additional fee.

5. Describe the card controls and usage restrictions supported by the issuer's program:

- a. **Agency level restrictions**
- b. **Cardholder level restrictions**
- c. **Department level restrictions**

Agency level restrictions, Cardholder level restrictions, Department level restrictions

You can establish unique authorizations for each cardholder at the company, individual cardholder or departmental level.

Additionally, our customizable and flexible cardholder restrictions provide you with the ability to establish control parameters that are in line with a given cardholder's authority. These various controls, which restrict card use and cash advances, can include any one or a combination of the following:

- Monthly spending limits
- Single-purchase spending limits
- Daily spending limits
- Number of daily or monthly transactions
- Number of daily transactions
- Cash advances

d. Merchant Category Code/Standard Industry Classification (MCC/SIC) restrictions

Restrictions on merchant or supplier type by Merchant Category Code (MCC), an expanded version of the Standard Industry Classification (SIC).

e. Cash advance restrictions

Cash advance blocking or restriction.

f. Dollar limits

Dollar maximum per transaction and/or dollar limit by day or business cycle.

g. Limitations to Preferred Suppliers

We have the ability to restrict spending to preferred suppliers on our Virtual Payables program. The suppliers accounts are setup 1x1 between buyer and supplier. For Purchasing Card transactions, we can restrict down to the Merchant Category Codes (MCC) only, not to individual merchant names or terminals. A best practice is to establish internal policies and procedures so that restrictions and targeted suppliers only are put on card. You can establish and name MCC Groups (MCCG) with up to 100 MCCs in each group; up to nine MCCGs can be assigned to each account.

h. Other

We also offer velocity restrictions on the number of transaction per day or business cycle. With this type of restriction the velocity of transactions can be limited on the Spend Control Profile using restrictions on the number of transactions per day, the single transaction amount limit and the daily transaction limit.

6. What are the dollar values/coverages for:

a. Fraudulent Transactions (an unauthorized transaction by someone other than a cardholder)

The City is not liable for transactions resulting from unauthorized use (fraud) of a lost or stolen cardholder account. We simply ask that the City notify us as soon as you are made aware of the fraudulent charges and sign an affidavit stating that the charges are fraudulent. The bank's award-winning fraud detection team continues their relentless pursuit of fraudsters and creation of methods monitoring and catching fraudster activity.

b. Fraudulent Transactions committed by the cardholder (i.e. non-governmental expense)

Unauthorized charges by the cardholder are classified as employee misuse by MasterCard. The MasterCard Liability Waiver program protects the City against card misuse up to \$100,000. This is automatically provided with our Bank of America card programs at no cost. It is important to note as part of the liability program the City must terminate the employee before a claim can be submitted. There are other qualifications for this insurance protection, which we will facilitate on your behalf if this exception transpires.

7. Does the purchasing card provide any coverage or warranties for defective merchandise purchased with the card?

Extended Warranty

Yes, when you make a purchase with your card, you may also get an extended warranty at no extra charge. This is an insurance program that applies to most new products purchased entirely with your card that come with an original manufacturer's U.S. warranty or a U.S. store brand warranty (on U.S. store brand items) of five years or less.

For qualified purchases, the extended warranty doubles the warranty time period and duplicates the coverage of either of the aforementioned warranties up to a maximum of one additional year.

Purchase Assurance

MasterCard cardholders can benefit from the security and safety offered through Purchase Assurance, an insurance program. If something you bought with your card is damaged or stolen within 90 days of purchase, your purchase may be protected. Most new purchases are covered against theft or damage for a full 90 days from the date of purchase.

8. **Does the purchasing card solution provide any Product Price Insurance (i.e. If an item price is reduced within a certain number of days, will the City receive the difference?)**

This is not currently offered as part of Bank of America's Purchasing Card program.

9. **Describe your process for transaction dispute resolution and for reporting fraud. Describe your methods for fraud protection and control.**

Dispute resolution

In many cases, the charges in question can be quickly resolved by a phone call to the supplier. When the matter cannot be settled at this level, the cardholder should contact the call center.

The cardholder may then be asked to sign a letter acknowledging the dispute and the type of dispute. A *Commercial Card Claims Statement of Disputed Item* (Dispute Form) will be completed by the cardholder.

Required dispute information

Company Name	The name of the organization you work for
Account Number	The 16-digit credit card account to which the dispute relates
Cardholder Name	The name on the account
Billing Close Date	The date of the close of the cycle in which the transaction first appeared
Transaction Date	The date the transaction was made (from your receipt or statement)
Reference Number	The 23-digit reference number generated for each transaction from your statement
Merchant Name and Location	The business name of the merchant and the city and state in which they are located
Posted Amount and Disputed Amount	The dollar amount of the transaction that posted to your account and the amount that you are disputing (for example, you may have charged \$400, but are only disputing \$150 of the total amount — do not dispute the whole transaction if you are only questioning a portion of the transaction)

Bank of America will contact the supplier for substantiation of the charge. No response from the supplier resolves the issue in favor of the cardholder/the City. Disputed charges are typically resolved within 60 days. Please note that the time permitted for dispute resolution and supplier response is governed by credit card regulations. The City may call Commercial Card Customer Service to check on the status of a dispute or with questions regarding a dispute at any time.

Disputed items are not removed from the invoice while under investigation; however, the City is not expected to pay for the disputed item until resolution of the dispute. Specifically, disputed charges are

placed in a suspended account and subtracted from the due payment pending resolution. Once the dispute is resolved, the charge is reapplied to the balance or permanently removed from the account.

Fraud Protection

Advanced fraud detection and security monitoring make our cards some of the safest available. Based upon historic corporate card spending data, Bank of America has set specific spending parameters at the card level. Our fraud group monitors transactions that fall outside of these parameters. Over time, each account will develop customary spending patterns. Anytime a transaction falls outside the normal pattern, our security group reviews the transaction and makes a determination to refer it to your program administrator.

Several measures are in place to minimize clients' overall exposure to fraud and card abuse:

- To maintain control of all aspects of corporate and commercial card issuance, our cards are embossed at a production facility under the process of dual custody.
- To help prevent mail interception, a major contributor to fraud and the creation of counterfeit cards, we use two-year, rather than one-year, expiry dates.
- To activate a new or replacement card before it can be used, a cardholder must call our toll-free, 24-hour customer service number for activation as soon as the new or replacement card is received. This procedure is in place so that only the correct cardholder is in possession of the card and therefore reduces the potential liability.
- To reduce the possibility of complete card reproduction, we emboss certain fraud control features on the face of our corporate cards and include an algorithm within the magnetic stripe.
- To aid in the early identification of fraud, we operate a rules-based fraud detection application system. This system automatically monitors account activity and alerts the fraud division to potential fraud. When suspicious activity on an account is identified, Corporate and Commercial Card Services utilizes an outbound fraud verification process.
- If a cardholder registers his account for Suspicious Activity Alerts through the Global Card Access website, he can receive a phone call, text, or email to rapidly respond to the fraud verification process.
- To help prevent unauthorized charges from occurring, lost/stolen card reporting is available 24/7.
- To help limit liability for unauthorized and fraudulent purchases, it is important to properly identify and issue cards only to those employees with legitimate card needs. Your card account manager will work closely with you to identify and make recommendations about which departments and employees typically need a Bank of America card.
- Bank of America can assist you with the development of cardholder training materials and agreements that are designed to help increase employee awareness of your card program objectives and cardholder responsibilities.

For ten consecutive years, Bank of America was awarded "Best Overall Identity Safety in Banking" by Javelin Strategy & Research, a leading provider of nationally representative, quantitative research for financial services. The study focused on the top 50 financial institutions by deposit size and assessed the performance of individual financial institutions on their consumer-facing security features.

According to Javelin, Bank of America stands alone in the customer-centric approach to prevent, detect, and resolve fraud issues, an approach that will eventually be required across the industry.

10. Discuss any benefits for cardholders (i.e. loss damage waiver and liability insurance on rental cars, accident insurance, emergency card replacement, cancellation, etc.).

Travel Accident Insurance

We want your cardholders to experience worry-free travel. Accordingly, we offer up to \$500,000 in Travel Accident Insurance; please note, the level of coverage may differ regionally. This insurance is provided at no additional cost to cardholders when they charge their entire ticket for land, sea or air public transportation on the card.

The policy includes:

- Travel to the airport, terminal or station; time spent at the airport, terminal, or station; travel from the airport; travel from the airport, terminal or station following the covered common carrier (airplane, train, bus, ship, taxi or any other public conveyance) trip.
- The covered "to and from" travel must be on another common carrier (taxi, bus or train), but does not require that payment is charged to the cardholder's account. The cardholder is covered even if cash is paid for the fare.
- The full benefit amount is payable for covered accidental loss of life. The cardholder, spouse and eligible children are covered by this plan when each covered person's entire travel fare is charged to the covered account. The full or partial amount is also payable when double losses of limb, sight or hearing result from the same accident.

Lost luggage

Lost luggage insurance provides coverage (up to \$3,000, but may vary regionally) on lost checked or carry-on luggage not covered by the common carrier as long as the luggage was lost due to theft or misdirection by the carrier. The "value of the amount claimed" is based on the lesser of the actual purchase price of the item(s) and the actual cash value of the item(s) at the time of loss with deduction for depreciation or the cost to replace the item(s).

Emergency Card Replacement

A replacement card can be requested by contacting the customer service center. Replacement cards can be sent via priority mail in approximately one to two business days of the request for domestic shipment and within 72 hours for international shipment.

In emergency circumstances, Bank of America can provide the new account number the same day, for use the following business day, until you receive the new card. Furthermore, if the cardholder is in an emergency situation and needs help and/or emergency funds, assistance is available by calling our customer service center.

Cancellation

To delete, cancel or remove cards, the program administrator uses an automated search engine to perform a simple card search and then marks the card as cancelled. Once marked, card cancellations usually take effect within five to seven seconds, and at that time all further card transactions are declined.

- 11. Submit sample manuals, guides and brochures, Program Administrator manuals, Cardholder guidelines and Supplier setup brochures/information. This information can be provided in electronic format on the electronic copy of the proposal response submitted.**

We actively make revisions to our manuals and guides. All such material is located within the Works application. The City can view such guides via our Works demo site listed below. We can provide access credentials to the demo site upon request.

<https://demo.works.com/works/session>

12. Program Administrator

- a. Describe the capabilities and function that Program Administrators have (i.e. adding new cardholders, adjusting credit limits, reviewing activities)?**

Program administrator capabilities include:

- **Card maintenance** – Real-time, online changes to card settings (credit limits, Merchant Category Code restrictions, single transaction limits, override transaction approval, etc.), online ordering of cards and disabling of cards
- **Reporting** – Establishing levels of access and generating reports
- **Organizational maintenance** – Adding/deleting users, adding/deleting groups, sending welcome emails from the system to new users, resetting passwords, assignment/modification to roles of users within the system

- b. Identify whether Program Administrators are able to adjust restrictions, cardholder limits, and controls on individual cards on a “real-time” basis. If not “real-time”, identify the length of time required for changes to become effective. Include in your response, the method utilized to make adjustments or changes on individual cards (i.e., on-line, via phone, via fax, other).**

Yes. With our Works application Program Administrators can adjust restrictions, cardholder limits and controls on individual cards on a real-time basis. Our Exact Authorization Override feature is an excellent example of Works real time controls.

An added benefit is the use of card profiles, which are groupings of cards with the same settings, to help standardize spending types and streamline the maintenance of cards.

- c. Can Program Administrators make temporary adjustments to a cardholder’s profile that automatically reverts back to the original profile on a specified future date?**

Yes. Works Spend Control Profile feature supports this temporary adjustment and process.

13. Expense Reporting Module

- a. Do you offer an expense reporting module that allows users to identify and code charges for automatic entry into the City’s general ledger?**

Yes. We can automatically allocate individual transactions to different expense categories based on the company’s GL accounting structure.

Works® supports up to 10 General Ledger segments. Your company can set minimum/maximum length rules up to 64 characters for each segment and pre-load unlimited values. We support full GL defaulting, and during implementation we will help create an ideal strategy that meets your needs.

Seven levels of Automated Coding

The automated coding can be driven at seven different levels, including:

- Card number
- Works user
- Hierarchy/department
- Expense category
- Supplier
- Merchant Category Codes
- Overall segment defaults

Four touch points for modifying GL codes

GL defaults can even be set at the pre-purchase request level, allowing cardholders to specifically state the GL allocations meant for specific transactions.

After automated coding, which occurs when transactions are loaded into Works, access can be given to users to modify GL codes at up to four “touch points”:

- Cardholder
- Manager
- Accountant close
- Accountant batch

User can have their role access controlled to allow free-form modification of accounting codes, or restrict them to the GL Assistant, which is a list of populated GL values and descriptions. This list can display all available codes or be restricted to only show valid accounting code combinations and values appropriate to that cardholder.

Restrict selections to authorized codes

The Works implementation team will configure the application to map cardholders to the appropriate GL combinations based on your accounting structure. This ensures that cardholders and managers select the correct codes, valid accounting code combinations and codes that are authorized to use. Finally, organizations that use Works for transaction re-allocation are continually pleased with their ability to intelligently default accounting codes.

b. Can this expense reporting module be customized to reference the City’s general ledger account numbers? Can charges be broken down by card number and a department number?

Yes. Works can accommodate up to 10 General Ledger segments, 64 characters per segment, as well as the values applicable to card program spend. Each General Ledger segment can be named to match your current naming convention. In addition, each user can customize his/her view of data columns within the application.

c. Can transactions be split and code to multiple general ledger accounts?

Yes. Using Works, cardholders have the ability to edit transactions to add details, divide transactions (such as hotel bills) for greater detail in expense reporting or to divide expenditure between General Ledgers (if authorized).

d. Can receipt images be uploaded into the expense reporting module? If so, how?

Yes. Receipts imaging allows you to upload and store receipts for purchase- and travel-related transactions, route receipts efficiently for approval and manage expenses using one platform. These images can then be attached directly to a purchase transaction or expense report for reconciliation.

e. Does your firm offer a mobile application to upload receipt images? If so, what is the process for this type of application?

Works supports the Google Chrome browser therefore users can access the full site for Works. Receipt images can be attached to transactions or uploaded into the user's receipt store in Works. We currently do not have a Works mobile application.

f. Can employee out-of-pocket expenses be added to the expense reporting module? How will the City obtain the information on how much these employees should be repaid?

Works allows users to complete and submit requests for the reimbursement of out-of-pocket expenses originally paid with personal funds. The functionality allows users to submit reimbursement requests, for approvers to review and approve the requests, and accountants to finalize the requests and export the data to your organization's payment process. This feature also gives accountant's the ability to "reject" a submitted reimbursement and return it to the requester. The requester can then correct and re-submit the request or delete it, as appropriate. The ability to attach receipts to reimbursements is also available.

g. Is there an expense approval process? Describe.

Works provides for multiple approval options. Organizations can require pre-purchase approval for transactions exceeding a specific dollar amount, or post-purchase approval and audit based on a specific dollar amount.

During the implementation process, we will build the approval flow based on the City's hierarchy.

h. Does the expense reporting module send reminders or management reports to encourage the timely submission of expense reports?

Email preferences can be configured by User or for the whole card program. The Works system will generate an automatic email reminder when a task is needed to be performed. This includes review and sign-off on transactions. In addition, announcements can be posted on the Home page reminding users to submit expense reports by the set deadline.

i. Please provide sample screen images of these features?

Works - User - Audit, Pat X

https://demo.works.com/works/organization/user/2103672900

Apps Works - Login Works - Online Appl. G google - Google Sear CNNMoney - Busines American Airlines - A Bank of America | Fle http://myverizon.net

Allocation Settings

Allocation Profile:

Default Allocation Codes Clear All

GL01: Agency Code	GL02: GL Code	GL03: School Code

Email Notifications

Reports ready for download:

Pending tasks:

Configuration changes:

☐ Restrict User from modifying email preferences

☒ Suppress email if Sending "Welcome Email" will revoke this setting.

Save

[Training Guides](#) [Training Videos](#) [Live Training](#) [Release Notes](#) [Privacy & Security](#) [Recommended Settings](#) [Global Reporting and Account Management](#)
[Other Programs and Services](#) [Bank of America](#) [Visa](#) [MasterCard](#) [PCI Standards Council](#) [Payment Center](#)

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Works - Home

https://demo.works.com/works/home

Apps Works - Login Works - Online Appl. G google - Google Sear CNNMoney - Busines American Airlines - A Bank of America | Fle http://myverizon.net

Bank of America Merrill Lynch **Works®**

Welcome, mike kavanaugh - [Log Out](#)

[Home](#) [Expenses](#) [Accounts](#) [Reports](#) [Accounting](#) [Administration](#)

State of OZ (Kavanaugh)

Action Items Upload Receipts

Action	Acting As	Count	Type	Current Status
Download	Accountant	7	Report	Ready
	Accountant	7	Purchase Request	Open
Close	Accountant	2	Reimbursement	Open
Close	Accountant	34	Transaction	Open
Sweep	Accountant	42	Transaction	Pending
Close	Accountholder	3	Purchase Request	Approved - Open
Sign Off	Accountholder	2	Expense Report	Pending
Sign Off	Accountholder	13	Transaction	Pending
Sign Off	Approver	2	Reimbursement	Pending
Sign Off	Approver	22	Transaction	Pending

12 items Show per page Page: 1 of 2

Alerts

No alerts at this time.

My Announcements

Hey cardholders - review your transactions by the 25th or else.

Posted by your administrator, mike kavanaugh, on September 21, 2016.

Accounts Dashboard Account Portfolio

In Scope

Account Name	Account ID	Credit Limit	Current Balance	Available Spend	Available Credit

j. Are there any costs to the City for the expense reporting module?

No. Expense reporting fees are waived.

14. Reconciler/Approver

- a. **Can Reconcilers (someone other than the purchase cardholder or approver) be assigned with the ability to add/remove out-of-pocket charges, edit p-card/out-of-pocket charge descriptions, change accounting general ledger information, etc.?**

Yes, Proxy reconcilers and secondary cardholders can perform the same tasks as a primary cardholder user.

- b. **Will an Approver have the ability to modify purchase/out-of-pocket information prior to approval/denial of a charge?**

Yes, some information can be modified by an approver.

- c. **Does the Approver have to approve out-of-pocket expenses separately than purchase card charges, or can they both be approved at the same time?**

They can both be approved at the same time. Each one would be listed in the approvers pending task queue.

15. Reporting

- a. **Provide a complete listing of standard reports that are generated from the system. Identify the process for generation of ad hoc reports by clients. Provide samples of standard reports.**

Our proprietary reporting and card maintenance program, Works, provides access to transaction data 24/7 through a variety of report options. Cardholders, program administrators, accountants and others are given roles that dictate which reports are available to them (these privileges are determined by your team during implementation) and populates reports with data that is within their scope.

Reports can be viewed online, printed or downloaded as Adobe PDF files, Microsoft Excel files or text files (with a variety of delimiters to choose from) that can be exported into standard reporting packages or commonly used applications like Microsoft Access. Reports can also be saved to media such as a disk or CD-ROM. A description of the most used Works reports is below.

Works reports	Description
Spend reports	
Company Billing Statement	Review the billing statement for the City
Company GL Memo Statement	Review memo statement with additional general ledger information
Forced Capture	Review card transactions with suspicious authorization codes that need to be validated
MCC Audit	Review card transactions for vendors that triggered a cardholders card profile MCC setting of "permit and notify"
Non-preferred Supplier Spend	Review the City's spend with non- suppliers
Payable Allocation	Review allocation details in transactions and reimbursements
Payable Allocation Detail	Create an export file (non-printable) of transaction data
Socioeconomic Indicators	Review the City's spend with vendors of specific corporation status or socioeconomic indicators
Spend by MCC Summary	Review total expenditure within each MCC
Tax Audit	Review tax tracking information for transactions

Works reports	Description
Spend reports	
Card reports	
Cancelled Cards	Review details of cancelled cards
Card Adjustment History	Review an audit history of spends for a specific card
Card Declines	Review details of a decline
Card Past Due	Review details of past due balances on cards
Card Request Log	Review details of the request and activation of cards
Card Status	Review details of all cards
Organization reports	
Org/GL Audit Log	Review an audit history of changes to the organization, general ledger and company policies
Profile Change Log	Review an audit history of changes to card profiles
Extended transaction details	
General Purchase Spend Detail	Review details of all general purchase expenses
General Purchase Spend Summary	Review a summary of all general purchase expenses per vendor
Shipping Spend Detail	Review details of shipping-related expenses
Shipping Spend Summary	Review details of shipping-related expenses by vendor
Personal reports	
My Memo Statement	Review of all of the City's card transactions (regardless of status) for the current or previous billing cycles
My Payable Allocation	Review allocation details in transactions and reimbursements for documents owned by the City
My Payable Allocation Detail	Create an export file (non printable) of transaction data for documents owned by the City
My Payables by Barcode Index	Review payables by barcode

Works also provides a configurable reports feature. Users can create new templates at any time by selecting from more than 650 fields of data to determine the content and layout of reports based on your organization's needs. Scores of new filters can be used to narrow the results in a report, and nearly every field can be filtered for true ad hoc reporting.

Works – Configurable report options

Select from more than 650 data fields to create an endless variety of report templates

Report categories	▪ Card ▪ Purchase request ▪ Audit ▪ Spend
Filter examples	▪ Defined groups ▪ Employees ▪ Card numbers ▪ Card profiles ▪ Card status categories

-
- Card statement periods
-

650 data fields

Fields include but are not limited to:

- Allocation
 - Cardholder
 - Card
 - Transaction
 - Card decline
 - Card profile
 - Card renewal date
 - Cardholder spend limits
-

Report templates can be created, stored and scheduled for future use. In addition, administrators can bookmark reports to be shared with other users of the system. Customized reports are available outside of Works, but an additional fee may be required.

- b. Identify whether the online reporting system provides real time information for transactions. If not, how long does it take for transaction data to become available?**

All reports generated by the Works application are available anytime online, 24/7 and are easy to use and access. Transactions are updated nightly, so all data up until the current day's transactions will be available for reporting.

- c. Describe the online reporting provided to cardholders and administrators. What information is included in the standard report format? Provide sample reports.**

Works provides a variety of standard reports including:

Spend reports – Billing Statement, Disputed Transactions, GL Memo Statement, Payable Allocation, Payable Allocation Detail, Spend by MCC

Card reports – Card Declines, Card Status

Request reports – Approved Spend, Outstanding Requests, Purchase Request History

Organization reports – Group Approval Rules Report, Group Membership Report, User Last Login, Group Officials Report

Audit reports – Card Maintenance Log, Card Profile Audit Log, Group Approver Delegation Log, General Ledger Audit Log, Authorization Profile Audit Log, Group Audit Log, General Setting Audit Log, User Audit Log

Please see sample reports in the Appendix.

- d. Can a standard report be created to pull individual transactions on a daily basis? If so, how long would this report take to pull the information from the date of request?**

Yes. All reports generated by the Works application are available anytime online, 24/7 and are easy to use and access. Transactions are updated nightly, so all data up until the current day's transactions will be available for reporting.

- e. What is the length, in terms of months, that the City will have access to transaction data? The City's Records Retention policy, which complies with the Arizona State Revised Statutes, requires data be stored and retrievable for a total of 5 years.

Works maintains three years of data online as part of the application and three years of archived transaction data for a total of six years of transaction data. We recommend that clients download live application data regularly as part of their own internal data security policies.

16. Program Administration of Purchasing Card Program

- a Describe your standard card program implementation plan, including timelines and implementation team member composition.

We follow a project management methodology specifically designed for card implementations. This provides structure, but is flexible to meet your program requirements. The four phases of the implementation process are define, design, deliver and review.

Define	Design	Deliver	Review
- Introduction - Discovery meeting - Implementation kick-off - Discuss best practices	- Weekly implementation meetings with stakeholders - Designs program parameters/requirements and process flows - Test prototype	- Set up program on system - Build file feeds - Assist client with policies & procedures - Document program details	- Transition to BofAML Card Account Manager - Ongoing program performance monitoring and expansion
Understand your needs:	Review and choose options for product configuration:	Finalize:	Communicate:
- Overall objectives - Volume - Data needs - Reporting needs - Software - Overall process flows	- Branding options - Limits/controls - Funding options - Workflow - Billing options - Payment options/process - Account hierarchy	- Plastics and timelines - Card applications - System setup - Coding custom files - Data rollup - Payment setup - Client setup on software - Prospect tiering	- Quality control steps - Escalation procedures - Software training approach - Disputes - Collections/fraud - Card replacement - Line increases

During the first phase, we will collaborate with the City to gather information about your desired program. Together, we will define project goals, team roles and responsibilities. The implementation team will develop the program scope including overall objectives, data needs, reporting needs and process flows and execute any required contractual documents.

We collect the data needed to configure your program and support the automation of your program during the Design phase. We will work with the City to review branding options, transaction controls, billing options, account hierarchy, etc., provide recommendations for a communication plan to distribute to your employees and create your data file specifications.

In the Deliver phase, we complete the systems configuration, build the data integration file and set up the necessary connectivity. Payment set up is finalized and cards issued. System training is provided at this time, as needed.

Finally, as part of the Review phase, we initiate ongoing program performance monitoring and expansion. The program is transitioned from the implementation team to your card account manager and servicing team and a post-implementation review is conducted.

During implementation, technical assistance is provided by your implementation manager. Your implementation manager will also provide operational support to the program administrator for one full billing cycle in order to verify that the system is configured correctly and that the program administrator understands how to maintain and support the end-user base.

The City will receive a variety of tools to enable your employees to use the application to manage payments. These tools and a train-the-trainer approach will allow you to handle ongoing expansion and operations beyond the initial implementation. Some of the tools available are described below.

Training for administrators and accounting

- A weekly series of instructor-led, web-based, open registration courses address day-to-day administration, accounting code table maintenance and transaction review and export.
- After taking these basic training courses during the initial implementation, the implementation manager will address the unique configuration aspects of your solution in a dedicated session with the core administrators.
- The open registration classes can be repeated as often as necessary for refresher purposes or to bring a new employee on board.

Train-the-trainer training for cardholders and manager/reviewers

- A weekly instructor-led, web-based, open registration course assists those members of your team who will perform employee training.
- The class is designed to provide your trainers with best practices for training the cardholders and the managers who allocate and review the transaction data.

Cardholder/manager flash videos

- Training videos are found directly through the application's left navigation bar: "Tools→Training and Help→Videos." Key topics include access and navigating the application, reviewing and coding transactions, using the pre-purchase request process (if applicable) and reporting.

Application documentation

- Two operations manuals are available online via the application interface:
 - The *Administrator Guide*, available only to program administrators, covers all aspects of system functionality.
 - The *User Guide* addresses system tasks for general users.

Sample Timeline

Our conversion process of a card program like yours has been designed to be completed in 12 weeks but we can adapt the timeline to meet your needs. Our timeline includes card conversion, technology set up, billing set up and testing. During the initial discussion, we will review the timeline with you and determine specific dates. A sample timeline is shown below.

Card – Implementation

Task	Task description	Responsible party	Days				
			1 - 15	15 - 30	31 - 45	46 - 60	60 - 75
1	Kick-off – Technical & Business Requirements Analysis (via Questionnaire)	The Bank and the City	✓				
2	Provide Configuration Workbook to Client	The Bank	✓				
3	Client info, Organization (Groups & Users), General Ledger Structure, Card Controls, Review and Finalize	The City		✓			
4	Transaction data Export/Import	The Bank and the City		✓	✓	✓	
5	Master Corporate Account Setup	The Bank and the City		✓	✓		
6	Validate configuration and operation via prototype	The Bank and the City			✓	✓	
7	Train-the-trainer: Cardholder, Managers/Supervisors, Accountant, Administration	The Bank			✓	✓	
8	Master Account creation, Product configuration, Order cards Cards delivered, End User training Operation, Assist with first export	The Bank and the City			✓	✓	✓
9	Transition from implementation to Account Management team	The Bank and the City					✓

b. Do you provide regular purchasing card program reviews? Provide details including frequency, content, process, etc.

Yes. Your Card Account Manager will conduct regularly scheduled client meetings and review sessions. These are usually conducted at the client site and often focus on the following topics:

- Discussions around overall program performance against client goals

- Review of program year-to-date (YTD) statistics (examples include total volume, number of transactions, average spend per card, average transaction size, number of cards issued, percentage of card usage by cardholder)
- Review of the City's business environment to determine if program goals need to be modified to achieve overall objectives
- Review of any new client initiatives to determine how the card program might support them
- Discussion around industry accepted best practices that might positively impact the City's overall program
- Review of any new Bank of America programs or initiatives that might add value to the City's program and/or attain client objectives

Depending upon your needs, we can schedule meetings, including daily, weekly or monthly conference calls, as well as monthly on-site meetings. If necessary, we can schedule these meetings on a semi-permanent basis, such as during the start-up phase of a new program implementation or a program conversion.

c. Describe the type of assistance you provide for program expansion?

With our team's experience and government expertise, we will give you many options from which to choose and help you with the decisions and implications of those decisions to map out a strategy for your card program throughout the contract. Our program optimization consulting is a unique value-add service designed to help card clients maximize their card program potential and convert more existing payments to card so that they may fully realize the benefits of electronic payments sooner.

Our comprehensive spend analysis, extensive qualitative card program reviews and dedicated industry experts set us apart from our competitors. Our disciplined methodology, culminating in a formal business case delivered with customized recommendations, has resulted in impressively local accelerated growth rates and improved process efficiencies for our participating clients.

Benefits include the following:

- Ongoing support by a designated Card Account Manager and Card Account Specialist along with the optimization team for program success
- Documented business case for growth, including a best practice review and industry benchmarking
- Quantitative and qualitative analysis resulting in attainable strategies and tactics that translate into bottom-line savings for the City that includes:
 - A detailed spend analysis and in-depth qualitative program review
 - Industry benchmarking and best practice assessments
 - A customized business case with realistic cost savings projections and recommendations supporting achievable and realistic growth opportunities
 - A formal project plan to track the implemented recommendations
- A Virtual Payables supplier database of more than 130,000 vendors
- Comprehensive A/P spend analysis managed and performed in-house
- Bank of America Merchant Services currently assist local governments with enrolling suppliers who do not currently accept card payments
- Periodic reviews to adjust the expansion plan as the City needs change

d. Describe educational opportunities that will be offered to City staff?

Bank of America sponsors a client conference, which occurs approximately every 18 months. It promotes educational opportunities through the use of breakout sessions, roundtable discussions and general sessions that are designed to inform clients about new and ongoing developments in the commercial card industry.

A trademark of our conference is that many of these sessions are lead by subject-matter experts that are often invited to the conference by clients themselves. In addition, the conference offers entry-level and advanced training sessions on our card-technology solutions, such as Works. We also use the conference as an opportunity to update attendees on our latest product features/enhancements through the product showcase.

Furthermore, one of the most valuable components of the annual conference is the chance for your associates to network with card program administration professionals from other organizations. There are countless opportunities for clients to learn what peers are doing to address similar purchasing, travel and entertainment, and eProcurement issues, concerns, or needs. Following the conference, we find that many clients often use these new peer contacts to benchmark their current programs and seek new ideas that can add value to their current programs.

We also offer several webinars throughout the year to help educate our clients on industry issues and product enhancements taking place in our organization.

Finally, Bank of America is a frequent participant in many of the card industry's national conferences and trade shows, such as the National Association of Purchasing Card Professionals (NAPCP), Global Business Travel Association (GBTA) and the Association of Corporate Travel Executives (ACTE). Along with these programs, we participate in numerous state and local government-oriented conferences that are both national and regional in scope.

Through our sponsorship and support of all of these conferences we are able to extend the learning opportunities of card professionals. In addition, Bank of America strongly encourages our clients to not only participate but also to consider presenting at these conferences. This enables them to share with others the success that they have had with their own programs.

In addition to national conferences, annually we hold an AZPSG Forum for participants to network and receive industry updates.

II. Electronic Payables Solutions

1. Describe in detail any electronic payables solutions that you will offer, such as ghost cards and Single Use Account (SUA), that complement and enhance the purchasing card solutions offered.

Virtual Payables

This electronic payment application targets disbursement and accounts payable processing through the use of our card network and leading-edge technology. Virtual Payables is a paper-to-electronic payment option that combines streamlined card account integration with client Enterprise Resource Planning (ERP) and payables processes. **Please note that the spend on this solution is added to your annual spend for rebate opportunity.**

Virtual Payables seamlessly integrates with your accounts payable process via secure card payments. The City's accounts payable check run, including the matching process, can remain as is, so you maintain full control. However, in place of issuing checks for each payment, we can assist you in identifying those supplier payments that can be made by credit card.

There are two ways of paying your suppliers. With the first, a dedicated virtual card account is set up for each card accepting supplier. The second is through the Works Virtual Account Number, where you can fund a single card account to be used for a one-time payment to a specific card accepting supplier. Please note that no actual plastic is distributed with either type of card account.

Ghost/Virtual Cards – Purchasing

Bank of America envisions wider applicability of ghost/virtual cards usage, particularly in regards to purchasing. In alignment with the objective to increase use of Corporate Purchasing Card Services as a low processing cost method of payment, we recommend using Virtual Payables. This allows the City to employ a virtual card payment option.

Virtual Card number generation is controlled by the City from a secure web interface or via secure, real-time communication with your Procurement or Enterprise Resource Planning (ERP) systems. Virtual Payables supplies the City with enhanced control, greater security and superior reconciliation compared to traditional card products:

- **Enhanced control** – Virtual Payables introduces a customizable workflow before the Virtual Card is issued for payment. The approval before payment is a critical component that will address some concerns that may exist regarding the extension of card usage across general procurement and for higher amounts than currently acceptable.
- **Greater security** – The Virtual Card Number generated can be restricted with regard to specific use: define card validity timeframes, authorized users, appropriate Merchant Category Code restrictions, credit limits and other transaction attributes.
- **Superior reconciliation** – The City can use the Virtual Payables platform to define up to 29 data points to be associated with all purchases made on the Virtual Card account, before the payment is made. The platform ensures transactions are allocated to the relevant general ledger codes and approved prior to payment, therefore guaranteeing 100% payment reconciliation post purchase.

Works Virtual Account Number

The City can fund a single card account to be used for one-time payments to suppliers. Using this feature can help you lower administrative costs, strengthen your relationships with suppliers and manage your working capital more efficiently. It can be coupled with our standard Virtual Payables program, traditional Purchasing Card or even a Travel & Entertainment card program.

Virtual Account Number resides in the Works application and enables you to experience:

- **Ease of reconciliation** – The City can automate the reconciliation of one-time payments to single suppliers, giving you a higher match rate for posted payments to their corresponding purchase requests.
- **Tight payment controls** – Eliminate the risk associated with suppliers retaining open card account numbers. You control the card limit and expiration date of each payment.

Comprehensive Payables

The City can maximize the benefits of paper to electronic payments processing using Comprehensive Payables, a combination of Virtual Payables (card) and Paymode-X® Connect (ACH).

Simply send us one payment instruction file and we do the rest. There is nominal technology integration and we provide supplier outreach and enrollment services to get you started. With Comprehensive Payables, your organization realizes operations efficiencies while converting check payments to cost-effective

electronic payments. For payments that require a check to be produced, we also offer an optional secure check production services.

With this easy-to-implement solution, the City can replace 40 to 75% of your non-payroll accounts payable check volume in as little as 12 weeks. Due to the risk exposure associated with this option, the Virtual Payables (card) piece of Comprehensive Payables is subject to required credit approval prior to the bank's ability to provide service.

2. Describe the bank's capabilities with electronic payables.

Bank of America's Virtual Payables service integrates with your existing accounts payable processes and provides improved usability, controls and reporting. We are the largest issuer of Virtual Payables, processing more than \$16 billion and 3 million transactions in 2015.

The unique benefits of our program include the largest and most mature acceptance database of suppliers in the industry today, with a network of more than 135,000 virtual card suppliers. Bank of America is uniquely positioned to convert more of the City's spend to card than any of our competitors. Furthermore, the ability to convert to electronic forms of payment is a seamless process. The City will not have to task resources within your organization with burdensome transitions and extensive supplier negotiations for payment transformation. Supplier enablement is in place and ready to accept your conversions.

Virtual Payables differs from the competition in the following ways:

- **Bank of America was the first issuer to launch Virtual Payables.** Our experience and track record position us well to offer a service that is comparable to none in the industry.
- Proven supplier enrollment support is provided. We do the heavy lifting to segment your vendor file, target appropriate vendors for migration to Virtual Payables and then enroll them.
- The City will benefit from a patented, Active Card Control feature that helps safeguard your payment as it allows us to dynamically fund cards for AP payments. No funds are released until you approve the payment.
- To help you maximize program potential, management support is available through the life of the program.
- Virtual Payables is delivered via Works, a proprietary platform that integrates seamlessly with any Enterprise Resource Planning (ERP) or accounting software.
- We are able to put the treasury and supply chain pieces together in a way that benefits you. Our treasury expertise and product offerings, in-house integration capabilities and the sales channels make it successful.

With Virtual Payables you:

- Receive an accurate estimate of check-to-card savings by working with the only provider that offers a supplier-match feature to match your suppliers against a proprietary database of suppliers known to accept Virtual Payables.
- Send only one payment file for card, check, ACH and wire, which streamlines your business process. No other card issuer can offer this capability. In fact, most competitors can only accept card and ACH payments in one file, if at all.

Virtual Payables leverages our card network and innovative technology to combine streamlined card account integration with the City's existing payables processes and workflow. **It is important to note that the spend from Virtual Payables is added to the City's annual spend for rebate opportunity.**

3. Describe the bank's involvement with the payment process. Discuss in detail any files that the City would need to prepare or transmit to the bank.

Vendors accepting a card payment are assigned a unique card account number and the City changes their payment type to "card" or "other" within your Enterprise Resource Planning (ERP)/AP system.

The City receives and reviews invoices from your vendors and approves them for payment (does not require any change to your current process). You then transmit a payment file to Bank of America with invoice payment information for all vendors to be paid by card.

When we receive the file, the zero-based charging number for that vendor is increased to match the amount on the payment file instructions. The vendor receives remittance information with the authorization to process their charge. Vendors set up for straight-through processing have the exact payment amount pushed to their merchant account. Once processed appropriately, each account's pre-set limit of available funds return to zero. When processed per the instructions in the remittance advice, automatic reconciliation occurs and a confirmation file is available to download and integrate into your ERP system.

4. How does your electronic payables solution determine the optimal time and method to pay invoices? Include in your response, a description of the client's ability to make this determination or to weight preferences for payment type. Please list how any vendor (merchant) discounts are considered when evaluating preferences.

The City controls when to pay their invoices (usually based upon settlement terms with the vendor). When the City wants to release payment then simply transmit the payment file to Works.

The City indicates in their ERP vendor masterfile how to pay each vendor. This is usually done by assigning a payment code to each vendor. The payment codes can represent Card, Check, ACH or Wire. When a card payment is involved, the vendor discount rate is negotiated between the vendor's merchant service provider and the vendor. Large ticket transactions can provide an interchange discount for vendors and those are determined by Visa and MasterCard.

5. Describe how vendor electronic payments made by card are initiated. Are ghost cards or one-time use cards used for payment?

There are two ways of paying your suppliers. With the first, a dedicated virtual card account is set up for each card accepting supplier. The second is through the Works Virtual Account Number, where you can fund a single card account to be used for a one-time payment to a specific card accepting supplier. Please note that no actual plastic is distributed with either type of card account.

Payment processing

- The City receives and reviews invoices from your suppliers and approves them for payment (no change is made to your current process). You then transmit a payment file (we will provide the format) required to the bank with invoice payment information for all suppliers to be paid by card.
- We place the exact amount of each supplier payment on your supplier card and send the remittance advice to the supplier for processing. Files are typically processed with 30 minutes of receipt; funds are loaded to the account shortly after.
- The supplier processes the payment. Once processed, the account's credit limit returns to zero.
- The supplier receives payment 24 – 48 hours after processing the transaction.
- Automatic reconciliation occurs and we send a confirmation file to your accounts payable system.

Pull Payment

With pull payments suppliers are issued dedicated card account numbers for use with future invoice payments. The supplier setup process includes identifying how a supplier wants to receive remittance notification (via email or fax).

When the Works system receives instruction to make a payment to a specific supplier, that supplier's account is pre-loaded with the exact payment amount. The system then sends a remittance advice notifying the supplier that payment is ready. The supplier must then "pull" the payment from the designated card account by keying in their 16 digit account number into a terminal and processing the transaction for the amount of the payment. Please note that the City has the option to 'force' a vendor to process the exact amount on the remittance advice. The supplier receives payment 24 to 48 hours after processing the transaction.

Please note: The City can choose from several billing cycles: weekly, bi-weekly or monthly. The payment due date is determined by the chosen cycle.

6. Describe how vendors receive the card number to process payment. If an email is sent, please provide an example of the correspondence sent.

Vendors accepting a card payment are assigned a unique card account number during enrollment. The card number and expiration date are delivered to the vendor in a PCI certified email notification generated out of Works. The content of the email remittance notification will be created during implementation. As an alternative, the Works Card Shuffler feature can assign a unique card number per payment. The card shuffler number and expiration date are also delivered to the vendor in a PCI certified email notification generated out of Works.

View Advice

Note

For modifications to the remittance advice template, please contact commcardthd@bankofamerica.com

Email Header

From: "Friendly Business Enterprises" <remittanceadvice@works.com>
Sender: "Friendly Business Enterprises" <WorksNoReply@works.com>
To: jim@aol.com
Cc:
Bcc:
Reply-to:
Subject: Friendly Business Enterprises Remittance / ACE RENTALS
X-Works-Remittance-Advice:

Body

THIS IS A DUPLICATE NOTICE
This is where the note would go if the accountant typed one in upon resending
Remittance Advice for ACE RENTALS / 12348999. To receive payment for the invoice(s) below, please draft the total amount of \$1,109.99 AS A SINGLE TRANSACTION
on your dedicated Friendly Business Enterprises VISA card with the account ending in 1985. Please process this payment as a single transaction for the amount of \$1,109.99. By charging the amount shown as a single transaction within three business days you will significantly reduce the possibility of payment complications.
If you have any questions or need assistance, please reply via e-mail to ap@FBE.com or call our P-Card program administrator at 888-555-1212.

Invoice	Date	Amount
Invoices 567834RM, 9987349FFZ		\$1,109.99
TOTAL:		\$1,109.99

<https://demo.works.com/works/purchaseRequests/accountant/tab/commcardthd@bankofamerica.com>

7. Do you offer a Buyer Initiated Payment (push pay) Program? If so, please provide an explanation of how this service would operate. Does a different rebate schedule apply?

Yes. Our Straight-through processing (STP) allows a Virtual Payables client to push a card payment directly to a supplier's designated account, without the supplier initiating the transaction.

Straight-through processing is one option for card programs that helps alleviate manual reconciliation and enhances end-to-end automation for the buyer and the supplier.

The most significant benefit of straight-through processing to the buyer is auto reconciliation as only the exact payment amount is distributed to the supplier. Other benefits of push payments include the following:

- Buyer controls the exact payment amount, maximizing auto reconciliation capabilities.
- Buyer controls timing of the payment.
- Enhanced payment security as the supplier does not house the card account number.
- Extension of card payment to suppliers previously averse to card acceptance due to cost. (Fees associated with straight-through processing transactions are lower than standard transaction fees.)

Straight-through processing reduces the time and effort associated with communicating card account information to your suppliers, as well manual reconciliation. This type of payment also eliminates the need for suppliers to house your card account information and removes the need for them to manually process card transactions, further driving efficiencies. Lastly, suppliers who accept straight-through processing pay a lower interchange fee for card acceptance, and the fee declines as the transaction value increases.

8. Identify how authorization limits are determined or changed.

Virtual card service allows for an automated payment option for post-invoice accounts payable payments. No physical credit cards are issued. The credit card accounts maintain a \$0 credit limit until a request is received by you to initiate a payment to the supplier. This greatly increases your transaction risk management and decreases the probability for fraud. You can reduce expenses by eliminating \$2 to \$10 per check and increasing rebate potential.

Once the supplier processes the transaction, the transaction will be auto-reconciled back to the payment request and can be loaded back into your ERP or accounts payable system to complete the payment activities. Processing the transaction also reduces the open credit limit back to a \$0 balance until another request for payment is initiated.

Our card programs come with all the standard card controls, including the ability to limit the purchase to the exact amount, and no more. This feature, known as Exact Authorization Override.

Regarding Virtual Payables, Exact Authorization Override allows payers to restrict the amount of the payment the supplier can process, down to the penny.

For purchasing and travel cards, Exact Authorization Override allows cardholders to make specific purchases outside of normal card controls, while retaining strict controls over the card program.

9. If the supplier reverses a payment, identify the impact on the available balance for the card.

As a best practice, it should be clearly communicated to all participating vendors that they should not credit back payments using the virtual card number. We can help you construct communications on handling vendor credits or reversals. If a credit is processed by the vendor, the credit transaction will show in Works as open. To close the credit transaction, a manual payment request is created and submitted in Works

cancelling out the credit transaction. The City will have to work directly with the vendor to receive the credited funds via check, ACH or other means.

10. Who retains ownership of the vendor payment information (i.e. contact person, e-mail, address, phone number)?

The City is the owner of the vendor relationship thus retains ownership of the vendor details in Works. For example, if you stop doing business with a vendor then the City is responsible for closing that vendors card number. If the City receives an invalid email address notification from Works, the City should edit the vendor card profile to update the email addresses.

11. Vendor Program Administration

- a. Discuss your approach in recruiting vendors on the City's behalf to your firm's purchasing card platform. Include in your discussion the approach to analysis of City data, supplier outreach, and discussion of solutions and their associated benefits, etc. Disclose if there are additional software tools required.**

A team of more than 25 staff is dedicated to our supplier enrollment initiatives. Bank of America is the recognized leader in North America for electronics accounts payable programs.

The process begins with the City providing a data file showing 12 months of check spend activity, noting individual supplier names and number of transactions and total dollar amount of transactions with each supplier. We analyze your data against a proprietary database of known Virtual Payables and card accepting suppliers. The result is a target list of suppliers best suited for Virtual Payables and card payments. We use this target list, once approved by you, to conduct a supplier enrollment campaign on your behalf.

Various supplier types are excluded from standard calling campaign efforts as we have alternative approaches to best move these suppliers to card. Some examples are suppliers with no known card acceptance or a history of declining to participate in Virtual Payables. Additionally, suppliers already taking ACH payments or suppliers with extremely high spend levels with your organization are best targeted directly by you for potential card conversion. Often in these cases, payment terms must be negotiated and your organization is best to lead such discussions.

Once the target supplier list for a calling campaign is approved by the City, we work with you to develop a detailed communication strategy, including an actual calling campaign script to be used in the enrollment process. Once the script is finalized and approved, a trained team of enrollment specialists solicit the suppliers on your behalf, using standard tools such as a call script, supplier website and supplier FAQ.

Once a supplier has agreed to accept Virtual Payables, a card account number is issued by the bank. For suppliers that choose not to participate, we notify and consult with you on best practices to convert the declines to card acceptors.

Throughout the supplier enrollment campaign, the City will receive regularly scheduled updates, including the supplier status, the name of the person we spoke with and contact information.

It is also worth noting that supplier enrollment is not a one-time effort. In our experience, we have found that a client's supplier list will change over time. As your partner through the life of the program,

we encourage you to provide us with new suppliers at periodic intervals. We will match the suppliers as described above and, when appropriate, conduct additional enrollment campaigns on your behalf.

b. What are the steps for signing up a vendor?

Bank of America will collaborate with you to define and refine a list of targeted suppliers to approach for enrollment in Virtual Payables. To complete the transition from check payments to card, an assigned supplier enrollment specialist will call suppliers on your behalf. Additionally, the bank provides supplier analysis and enrollment support for the life of your Virtual Payables program.

c. Identify the number of vendors your institution currently has enrolled.

More than 135,000 suppliers currently accept payment through the Virtual Payables process. This figure continues to grow due to our ongoing supplier enrollment process.

d. If a vendor is already enrolled with your electronic payable platform, describe the process for the City to pay that vendor electronically.

Vendors accepting a card payment are assigned a unique card account number and the City changes their payment type to "card" or "other" within your Enterprise Resource Planning (ERP)/AP system.

The City receives and reviews invoices from your vendors and approves them for payment (does not require any change to your current process). You then transmit a payment file to Bank of America with invoice payment information for all vendors to be paid by card.

When we receive the file, the zero-based charging number for that vendor is increased to match the amount on the payment file instructions. The vendor receives remittance information with the authorization to process their charge. Vendors set up for straight-through processing have the exact payment amount pushed to their merchant account. Once processed appropriately, each account's pre-set limit of available funds return to zero. When processed per the instructions in the remittance advice, automatic reconciliation occurs and a confirmation file is available to download and integrate into your ERP system.

e. Who makes outbound phone calls to vendors (i.e. employees of your firm or a third party)?

Our supplier enrollment team is made up of Bank of America employees.

f. How many professionals are on the vendor outreach teams?

A team of more than 25 staff is dedicated to our supplier enrollment initiatives.

g. For these individuals, what percentage of their time is dedicated to vendor outreach calls or activities?

This team is dedicated to our supplier enrollment initiatives.

h. Will a specific individual or a team of individuals be assigned to the City?

Yes.

i. Is the vendor outreach team empowered to sign up the vendor or is it handed off to another department?

Yes, Bank of America will handle the entire process without hand-offs.

Step-by-step vendor enrollment plan - The method of vendor recruitment is as follows:

1 You provide us with your most recent vendor payment file with 12 months transaction data.

2 We match the data to known vendors currently accepting card, as well as vendors known to accept ePayables.

3 Based on this match, we identify the number and amount of check payments your company can convert to card, as well as the specific vendors that are likely to accept card.

4 We develop a financial benefits model for you, which provides the dollar value of converting check payments to card, including the rebate potential, the reduction in check processing costs and the additional float.

How quickly do you anticipate reaching out the City's vendors? How many vendors do you plan to reach out to in 3 months? In 6 months?

5 We develop a targeted list of vendors, which you review and approve prior to the start of the calling campaign.

6 A dedicated team of trained specialists calls these vendors on your behalf to enroll them for card acceptance. Throughout the campaign, we provide you regularly scheduled updates.

7 During the enrollment call, we will confirm the vendors' preference on receiving remittance data (by email or fax).

8 If vendors do not agree to accept card, we notify you to discuss next steps.

Your recruitment team at Bank of America can begin the calling campaign when the City instructs us to do so; we will provide weekly results of our Virtual Payables campaigns. We will also provide a master tracker for all of the Virtual Payables campaigns to be able to benchmark our enrollment success. Once the program is live on Works, the initial vendor outreach campaign will begin. We will work 50-100 vendors at a time and continue the waves until all vendors are reached. The numbers can vary but on average with 3 months we can contact 500 vendors, 6 months 1,000+ vendors.

j. How quickly do you anticipate reaching out the City's vendors? How many vendors do you plan to reach out to in 3 months? In 6 months?

We have a comprehensive vendor enrollment program that can begin upon award. We will work with the City to identify the best candidates and target them in the initial enrollment wave. We have the capacity to add all vendors who wish to participate within three months. We support ongoing enrollment campaigns throughout the life of the program.

- k Please identify the number of vendors, transaction and dollar amount of vendors that you think will likely accept the City's purchasing card program. Please qualify the number of these identified vendors that you can have set up for Card payment within 6 months and 12 months.**

A typical client converts between 10 and 15% of their total annual non-payroll accounts payable check spend to Virtual Payables. This estimate is based upon experience with our existing client base.

Below is summary of vendors that could be included in the initial vendor campaigns.

Description	Total Spend	Suppliers
Potential Invoice Suppliers	\$ 3,558,991	27
High Potential Suppliers	\$ 10,009,854	41
Possible Suppliers	\$ 39,790,183	149
High Volume Suppliers	\$ 5,438,907	1
P-Card Suppliers	\$ 4,035,362	1,570

In addition, together we will analyze the vendors that we did not receive a database match on or has refused Virtual Payables/Pcard in the past. We need additional data to rerun the match on these vendors. Within 6 - 12 months, we should be able to setup the following:

Number of suppliers targeted for Virtual Payables enrollment	217
Total spend targeted for Virtual Payables	\$ 53,359,028

- l. Please provide two specific examples of a successful implementation for a client. What were the organization issues, solutions, and results of this implementation?**

One organization implemented a program this past year to add cards for travel related spend. They had to determine internally who was responsible for managing this program and how to route the approvals within Works. They also had organizational challenges around what reporting/expense solution to implement and decided to use the Works tool for reconciliation. The client had to rework all internal policies and procedures to shift expenses to the card program and ensure cardholders followed the procedures. The organization needed controls in place as employees in the past had not been consistent on following the policies and procedures. Their implementation was successful and they feel the card program will help control these as well as provide visibility into the spend and audit abilities.

Another organization had an existing Card program, but sought to expand it across all departments and locations. Their first step in their program restructure project was viewing the Works application and all its current features, including the pre-purchase approval and receipt imaging process. After obtaining an idea of how they could utilize Works, they turned their attention to their policy and procedures for Card transactions.

As their current policy and procedures had been approved several years ago, and since that time there had been significant advances in card program management technology, they had a dire need to review and overhaul their policies and procedures. They took the opportunity to have us complete an analysis of their AP spend to make recommendations on new areas of spend they should consider.

As they rolled out their new program, they ran into user training issues, but addressed them with a more robust training program. Bank of America provided assistance by creating Quick Reference Guides they could share with

their cardholders. The program is implemented now, and subsequent training sessions are being held to address outstanding questions.

m. How does the bank handle the resolution of payment disputes?

The transaction dispute process is an important capability for credit cards; however, it should only be used in certain scenarios and after a genuine attempt to rectify the transaction with the supplier. A majority of disputes can be resolved by contacting the supplier, explaining the issue and giving the supplier an opportunity to credit the transaction.

When City cannot resolve the issue with the supplier, you must initiate a dispute through the Works® application within 60 days of the close of the billing cycle in which the transaction occurred. A bank representative will then contact the initiator and send a copy of the dispute form. The merchant has 45 days to respond to the dispute. When the dispute is found in your favor, the supplier can submit a credit on their dedicated account.

Disputed items are not removed from the invoice while under investigation; however, City is not expected to pay for the disputed item until resolution.

You can contact Bank of America at any time for a status update on the dispute.

III. Offeror Agreements

Submit any required agreements for the program offered (participation, single use agreement, software license agreements, etc.). The City reserves the right to negotiate any proposed agreements submitted. All submitted agreements must be negotiated and mutually agreed to prior to being incorporated into the final contract. These agreements shall be subservient to the City's terms and conditions where conflict may exist.

Bank of America's contracts are included with this response.

IV. Cooperative Marketing Program

1. Describe your plan to migrate existing cooperative agencies to the new contract.

Upon contract award, we will discuss and design a conversion strategy that will meet your requirements. Several different variables, such as cardholder locations, cardholder usage, centralization or decentralization of data, current program expiration and priorities, are essential to determining an overall conversion approach. Together, we will determine whether a full-scale approach or a phased-approach by location, cardholder use or program type is appropriate.

Bank of America has converted card programs ranging from large commercial, global and state programs to retail businesses. Our conversion methodology has proven successful with both full program and phased conversions. Our overall recommendation will be based upon the size and complexity of the program you require.

- 2. Describe your program to actively promote and market the resultant cooperative contract to public agencies. Include a detailed response that highlights experience, demonstrates a strong national presence, describes how offeror will educate its national sales force about the contract, describes how products and services will be distributed nationwide, includes a plan for marketing the products and services nationwide, and describes how volume will be tracked and reported to the City.**

Bank of America is a frequent participant in many of the card industry's national conferences and trade shows, such as the National Association of Purchasing Card Professionals (NAPCP), Global Business Travel Association (GBTA) and the Association of Corporate Travel Executives (ACTE). Along with these programs, we participate in numerous state and local government-oriented conferences that are both national and regional in scope.

Through our sponsorship and support of all of these conferences we are able to extend the learning opportunities of card professionals. In addition, Bank of America strongly encourages our clients to not only participate but also to consider presenting at these conferences. This enables them to share with others the success that they have had with their own programs. Any interest in local contracts/cooperatives/groups is forwarded to the appropriate in region/state/city contacts as appropriate for follow up.

Locally we take opportunities to speak at local conferences such as the NIGP conference, and have attended the AZGFOA conference. The AZPSG is also part of the SAVE network which has increased interest in our program.

- 3. Describe your ability to work directly with the City on marketing of new functionality or services to cooperative agencies utilizing the City's contract.**

Bank of America sponsors a client conference, which occurs approximately every 18 months. It promotes educational opportunities through the use of breakout sessions, roundtable discussions and general sessions that are designed to inform clients about new and ongoing developments in the commercial card industry.

A trademark of our conference is that many of these sessions are lead by subject-matter experts that are often invited to the conference by clients themselves. In addition, the conference offers entry-level and advanced training sessions on our card-technology solutions, such as Works. We also use the conference as an opportunity to update attendees on our latest product features/enhancements through the product showcase.

Furthermore, one of the most valuable components of the annual conference is the chance for your associates to network with card program administration professionals from other organizations. There are countless opportunities for clients to learn what peers are doing to address similar purchasing, travel and entertainment, and eProcurement issues, concerns, or needs. Following the conference, we find that many clients often use these new peer contacts to benchmark their current programs and seek new ideas that can add value to their current programs.

We also offer several webinars throughout the year to help educate our clients on industry issues and product enhancements taking place in our organization. Your card account manager will ensure the City and agencies utilizing your contract are notified regarding such learning opportunities.

Our Works application has four major updates annually. Such functionality upgrades are communicated to all Works users; emails will automatically be sent to the City and all participating agencies.

Also, regulatory, industry, product, and program updates will be discussed during client meetings by your card account manager, David Randolph.

4. Describe your ability to provide resources to ensure that the City and its current cooperative agencies are transitioned in the most efficient and least disruptive manner.

Bank of America will assign a designated implementation manager to implement your new card program or convert your existing program. The implementation manager will guide you through the implementation process and leverage specific expertise within Bank of America where needed.

We will also provide you with a designated card account manager. This individual will provide ongoing strategic consultation in order to set and reach program goals. It should be noted that Senior Card Account Manager, David Randolph, is based in Phoenix and able to provide insight into how other Arizona based organizations have implemented their programs.

5. Describe your ability to provide a report, on a quarterly basis, that identifies all cooperative agencies that are utilizing the City of Tucson contract. The report shall clearly identify new agency users and their respective "go-live" dates.

Yes. Your card account manager will generate such a report for all agencies linked to the City's contract, and deliver it as instructed by the City.

B. Online Purchasing Card Reporting System

Refer to Attachment B – Online Purchasing Card Reporting System and Attachment C – Online Purchasing Card Reporting System - Functional Requirements for the City's specific functional and technical requirements for the proposed online purchasing card software system. Provide a written response to both documents and submit with your proposal.

Attachment B – Online Purchasing Card Reporting System and Attachment C – Online Purchasing Card Reporting System - Functional Requirements have been completed and are included with this response.

C. Rebate and Fee Proposal

1. Rebates

- a. Contractor shall offer a rebate structure to the City for the City's and cooperative agencies' transaction volumes. Provide details in your offer to include proposed percentages at various volume levels of up to \$250 million.**

Our Arizona Public Sector Group competitive rebate and fee structure a very competitive program and communicates our commitment to a mutually beneficial financial relationship.

30 cycle days; 25 grace days

Arizona Public Sector Group Annual Transaction Volume Tier Excludes Large Ticket Transactions (1) All Institutions		Entity Annual Volume (2)						
		350,000	1,000,001	2,500,001	5,000,001	10,000,001	15,000,001	20,000,001
		1,000,000	2,500,000	5,000,000	10,000,000	15,000,000	20,000,000	+
		Rebate Basis Points						
\$0	\$4,999,999	84	89	94				
\$5,000,000	\$9,999,999	89	94	99	109			
\$10,000,000	\$19,999,999	94	99	104	114	119	121	122
\$20,000,000	\$29,999,999	97	102	107	117	122	124	125
\$30,000,000	\$39,999,999	100	105	110	120	125	127	128
\$40,000,000	\$49,999,999	103	108	113	123	128	130	131
\$50,000,000	\$59,999,999	106	111	116	126	131	133	134
\$60,000,000	\$69,999,999	109	114	119	129	134	136	137
\$70,000,000	\$79,999,999	112	117	122	132	137	139	140
\$80,000,000	\$99,999,999	114	119	124	134	139	141	142
\$100,000,000	\$124,999,999	120	125	130	140	140	142	144
\$125,000,000	\$149,999,999	120	126	131	140	145	147	155
\$150,000,000	\$174,999,999	120	127	132	141	146	148	156
\$175,000,000	\$199,999,999	120	128	133	142	147	149	157
\$200,000,000	\$224,999,999	120	129	134	143	148	150	158
\$225,000,000	\$249,999,999	120	130	135	144	149	151	159
\$250,000,000	+	120	131	136	145	150	152	160

Increase Standard Transaction Rebate Multiplier based on Cycle and Grace Days (3)	Cycle Days	7	14	14	30	30	30	30	30
	Grace Days	3	3	7	3	7	14	20	25
	Rebate BPS Increase	23	21	18	15	13	8	4	0

LARGE TICKET MULTIPLIER TABLE

Large Ticket Interchange		Cycle days	7	14	14	30	30	30	30	30
Qualified Transactions		Grace days	3	3	7	3	7	14	20	25
Annual Volume			REBATE BASIS POINTS							
\$0	+		100	96	91	86	82	73	66	60

Volume Growth Incentive

Further Bank of America will pay each participating Local Public Body an incremental Card Transaction Volume Growth incentive, as follows

\$5 million incremental growth = 10 bps

\$10 million incremental growth = 20 bps

\$20million incremental growth = 30 bps

b. For the proposed rebate schedule, please discuss settlement terms.

i. What billing cycles are available?

We offer weekly, biweekly or monthly billing cycle options

ii. What are the payment terms from “statement date”?

The following standard settlement periods are available for central billing. The specific settlement period is determined based on the billing frequency:

- Weekly billing with a grace period of three days
- Bimonthly billing with a grace period of three or seven days
- Monthly billing with a grace period of three, seven, 14, 20 or 25 days

c. Provide details of the rebate structure that will be paid to cooperative agencies for their transaction volume.

Rebates for the AZPSG are offered to our clients when the annual amount of spending for the entire group and the organization individually surpasses a pre-determined threshold. Currently, the AZPSG’s spend volume exceeds \$125 million. Once we determine an organization’s total spend volume, we apply a baseline basis point for rebate calculation. Additional basis points are applicable based on you selected, cycle and grace period. Credit losses and late payments are also considered when formulating the rebate payout amount.

d. Describe the methodology and timing (i.e. annual, quarterly, monthly) of rebates.

Rebates are typically paid out on an annual basis; the calculation period runs from January to December.

- e. **Contractor shall describe how proposed system will track and report rebate on unique funding sources. This requirement is to comply with unique funding sources (federal, state) that require the rebate to be returned to the source of funding.**

Works can be configured to allow City cardholders to identify transactions that require compliance for unique funding, such as federal grants. Most organizations that track applicable transactions within Works include the tracking as part of their account review and reconciliation process. At the end of each month, transactions indicated as such are sorted and downloaded from Works. Using download reports and our annual rebate calculation in tandem, organizations determine what portion of rebate is required to be returned to the source of funding.

2. Fees

- a. **Purchasing Card Solutions: Discuss and itemize all fees and costs related to the program(s) offered that will be charged or withheld from the City, other agencies and vendors, and how the fees will be collected.**

Please refer to pricing Schedules I, II, III

- b. **Electronic Payables Solutions: Discuss and itemize all fees and costs related to the program(s) offered that will be charged or withheld from the City, other agencies and vendors, and how the fees will be collected.**

Please refer to pricing Schedules I, II, III

3. **As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.**

Please refer to the rebate grid for advanced payment incentives.

4. **Does your firm have a City of Tucson Business License? ☒ Yes ☐ No**

If yes, please provide a copy of your City of Tucson Business license.

A copy will be provided upon award.

D. Qualifications & Experience

1. **Provide your name, corporate address and number of years in business under current company organization.**

Bank of America, N.A.
100 North Tryon Street
Charlotte, NC 28255

Bank of America Corporation (BAC) is a publicly traded corporation, a bank holding company and a financial holding company incorporated in 1998 in the State of Delaware.

2. **Provide documentation illustrating the company organization and segmentation.**

The Commercial Card division, part of Global Transaction Services, designs, delivers and services integrated treasury and credit solutions to more than 150,000 business and institutional clients worldwide. These solutions include

business and corporate lending, global payments and liquidity management, commercial card services, trade finance, foreign exchange, lines of credit and customized leases.

Commercial Card is a core product within our suite of electronic payment offerings. Dedicated commercial card sales and account management teams service large multinational, middle market and business banking clients, as well as state and local government clients. Card account managers are assigned portfolios and are an integral part of the client team. Operational and technical support is provided by the Client Level Support team. This structure provides a synergistic, client-focused relationship between sales, account management and back-office support.

3. Provide the number of employees committed to the product and program, and the support being proposed; include employee classification type and experience.

Specific to Corporate and Commercial Card Services, there are more than 800 dedicated Bank of America associates. These associates work in operations, marketing, product management, sales, systems, strategic initiatives, finance and account services.

Our client facing staff averages 10-15 years experience in providing card services including account management and business development. Our staff members typically have an in-depth electronics payables experience and an extensive technical background. Staff members are industry focused and are assigned to clients of similar size and scope.

4. Are you a sponsor of NAPCP? What is your commitment to and level of involvement in the organization?

Yes. Bank of America has been a steadfast corporate sponsor of the National Association of Purchasing Card Professionals (NAPCP) since the organization's inception. The NAPCP is a membership-based professional association committed to advancing Commercial Card and Payment professionals and industry practices worldwide. Along with our corporate sponsorship, many bank associates across product, sales and client management maintain individual memberships and participate regularly in NAPCP events.

Recognizing the value of the NAPCP to the industry and our clients, the bank encourages our clients to participate in NAPCP task forces, regional forums, research efforts, and the annual conference as ways to enhance their programs and their individual knowledge of commercial card and industry practices.

BofAML is the only issuing bank with a representative serving on the NAPCP's professional certification board which oversees the content development and management of the Certified Purchasing Card Professional exam and designation.

5. Describe your experience with purchasing card programs and electronic payables solutions.

We have been a leader in the card payments industry since 1958, when we issued the first BankAmericard. The bank issued our first commercial card in the 1990s and has expanded this critical piece of business that includes Corporate Travel, Purchasing and One Cards, Commercial Cards and our Virtual Payables service.

Bank of America is one of the largest bank commercial card issuers in the United States, with a broad and diverse corporate client base of more than 25,000 clients running 28,000 programs with approximately 2 million cards issued. In 2015, we had nearly \$46 billion in annual spending volume from 135 million transactions globally.

Card product	Volume (as of 4Q 2015)
Purchasing Card	\$16.1 billion
Virtual Payables	\$15.7 billion

Travel Card	\$7 billion
Combined Corporate Card	\$7 billion
Total	\$45.8 billion

Our portfolio includes a wide range of clients and is comprised of a variety of industries including government, entertainment, utilities, service organizations, consumer product retailers, gaming, health care, financial services, agribusiness, industrial, computer, timber, newspaper, automotive, telecommunications and manufacturing.

6. How many public sector entities are currently using the product being proposed?

We currently manage 14 state programs with an annual purchase volume totaling more than \$4 billion. The bank's nationwide Public Sector Banking purchase card annual volume is approximately \$5.8 billion and includes over 1,200 participating public sector entities.

7. Please provide a list of comparable public sector agencies, within the last three years, in metro areas over 250,000. The list should include the contact names, positions, e-mail addresses and telephone numbers. If there are any public agencies that do not want to be a reference site, please so indicate. The City will select at least three references from this list to contact.

We are happy to provide you 4 client references listed below. We strongly encourage the City to reach out to each of them to discuss how Purchasing Card and Virtual Payables have improved their efficiency and some of the unique attributes of the program.

City of Chandler

Christina Pryor, Purchasing and Materials Manager
(480) 782-2403
christina.pryor@chandleraz.gov

City of Mesa

Stacie Hopper, Senior Program Assistant
Stacie.Hopper@mesaaz.gov
(480) 644-3168

City of Austin

Steve Stenton, Financial Manager of the Purchasing Department
Steve.Stenton@austintexas.gov
512-974-2082

City of Tulsa

Patricia Cummings, Purchasing Services Coordinator
Purchasing Services Coordinator
pcummings@cityoftulsa.org
918-596-7233

Offer and Acceptance Form

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Bank of America, N.A.

Company Name

201 E Washington Street

Address

Phoenix

AZ

85004

City

State

Zip

Name: Larry D. Glandon

Title: Senior Vice President- Market Leader

Phone: 602.523.6263

Fax: 602.523.6537

Signature of Person Authorized to Sign

Larry D. Glandon

Printed Name

Senior Vice President – Market Leader

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 161574-01

CITY OF TUCSON, a municipal corporation

Approved as to form this 31st day of January, 2017.

Awarded this 31st day of January, 2017.

As Tucson City Attorney and not personally

for Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
As Director of Procurement and not personally

Proposal Amendment

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4105/FAX: (520) 791-4735
ISSUE DATE: Monday, September 12, 2016
Lloyd.windle@tucsonaz.gov

REQUEST FOR PROPOSAL NO.: 171574
RFP AMENDMENT NO.: One (1)
PAGE 1 Of 10
RFP DUE DATE: Thursday, September 29, 2016 @ 4:00 P.M., Local AZ Time
CONTRACT OFFICER: Lloyd Windle

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

Purchasing Card Program and Virtual Card Payments

ITEM ONE (1): RFP DUE DATE:

REMAINS: September 29, 2016 at 4:00 pm Local AZ Time.

ITEM TWO (2): OTHER MODIFICATIONS / CLARIFICATIONS / ADDITIONAL INFORMATION:

Cooperative Purchasing:

1. What is the current spend on each entity within your consortium program? Can the City of Tucson please provide annual spend detail for each cooperative participant?

The total annual spend is approximately \$30M. The City does not have the amount per individual agency. However, the requirement for the new contract will be to provide this information.

2. What are the requirements for entities to join your consortium program? i.e minimum spend. Is there any minimum requirements for new participants entering the cooperative? Can the vendor reject a proposed participant?

Agencies are required to enter into a Cooperative Purchasing Agreement with the City of Tucson. Other requirements might be those required by the Contractor. However, those requirements are open for negotiations by the City. Submit your proposed solution for the City to consider.

3. What does the City of Tucson see as the benefit to anchoring a card consortium contract?

The benefits are combining agency spend to increase the administrative fee percentage and providing "good will" through a contracting vehicle that many agencies may not have the resources nor time to undertake their own competitive process (RFP).

4. Are you amenable to joining a card consortium contract already in existence, while being the "anchor" for the State of Arizona?

The City is not interested in joining an existing contract.

5. Does City of Tucson have any oversight of the entities currently on the consortium? If yes, in what capacity?

No. The City provides the contracting vehicles for agencies to use.

6. What are the expectations of how the supporting bank would provide resources to promote the Tucson card consortium, ie. attending conferences, etc?

Submit your proposed solution for the City to consider.

7. Does the vendor retain the ability to approve, deny, and limit credit to each participant in the cooperative?

Submit your proposed solution for the City to consider.

8. Can the City of Tucson provide a copy of your new entity cooperative participation agreement?

The City requires that an agency enter into a Cooperative Participation Agreement which is required to piggyback off City of Tucson contracts. The City provides this document directly to the requesting agency. If an Offeror requires an agency to execute an additional agreement, then submit the proposed agreement for consideration.

9. Do all participants in the cooperative accept rebate payments electronically via ACH, or some other electronic means?

The City does not have this information. Submit your proposed solution for the City to consider.

10. What other entities will be implementing a Virtual Card solution besides the City of Tucson?

The City does not have this information. However, an agency may elect to implement a Virtual Card solution which is proposed and incorporated into the final contract.

11. How will the program hierarchy be set up for both the City of Tucson and the other program participants? Will there be individual programs for separate groups within the primary entities?

Submit your proposed solution for the City to consider. The expectation is that a participating agencies program should be linked to the City's contract for capturing and reporting on sales so that the rebates can be calculated.

12. For individual programs, can you provide the total annual card spend?

The City does not have this information.

13. Can you explain the efforts and marketing in your current program to participants and what worked well for you getting participants to join on? What obstacles did you come up against to get more participants signed up?

The City does not actively market the current contract. However, the new contract requirement is for the Contractor to actively market. Propose a detailed solution for the City to consider.

14. Does the City of Tucson get an override incentive for participant charge volume and if yes, is there a minimum charge volume required per Agency to receive the override?

No

Rebate and Fees:

1. How are the entities being paid out on their rebate (ACH, Check, etc.)? Do they receive the payment individually direct from the bank?

The City does not have this information. The form of payment is open for negotiations.

2. Are you taking an administrative fee or other % from the consortium rebate?

No. The rebate percentage is based on the total consortium annual spend and the individual agency annual spend.

3. Under C. Rebate and Fee Proposal Contractor shall describe how proposed system will track and report rebate on unique funding sources. This requirement is to comply with unique funding sources (federal, state) that require the rebate to be returned to the source of funding. Can you elaborate on what requirement the City is seeking as it pertains to federal and state funding?

The City is seeking a solution that will track and report on unique, identifiable transactions that require the return of a rebate to the original source of the funding. An example would be HUD funding from the US Department of Housing and Urban Development or FTA Funding from the Federal Transit Administration.

4. Will you consider a signing bonus or performance bonus? If so how will that be calculated in the final bid response?

The City will consider and include in the evaluation.

Method of Approach:

1. Based on some of the requirements outlined in your RFP, are you amenable to a OneCard solution combining both Pcard and T&E functions, or separate T&E and Pcards?

Submit your proposed solution for the City to consider.

2. In terms of card design, are you amenable to a standard card design with your logo (black and white) on it?

Submit your proposed solution for the City to consider.

3. How do entities currently pay their monthly statement to the bank, ie. check, ACH, warrant, wire etc?

The City remits the fees due by ACH after the billing cycle reconciliation process is complete. Submit your proposed solution for the City to consider.

4. Can the City please provide us with an average transaction size for your purchasing cards?

For the most recent fiscal year (July 1, 2015 through June 30, 2016), the average transaction size was \$981.70.

5. Does the City use an Expense Management provider, such as Concur or Chrome River? No. The City uses the current providers system to reconcile transactions.

General Questions:

1. Will the City consider an extension of the RFP due date? The City is unable to offer an extension of the RFP due date.
2. Does the City require original signatures in ink, or will electronic signatures suffice? Either is acceptable.
3. Would the City be willing to use the Bank's Master Agreement as the governing document and agree in good faith to discuss the incorporation of any additional provisions that the City may require and that are mutually beneficial?

The City's contract document is the governing document. The process allows for the introduction of additional agreements and/or provisions for the City to consider, and if agreed to, are incorporated into the final contract by reference. See the clause below.

Standard Terms and Conditions, Paragraph 11. Contract

11. CONTRACT: The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

4. Can the City of Tucson please provide cardholder and program delinquency data for the City of Tucson and each cooperative participant?

The City has one central billing account to issue payment to vendor. The City does not have information on the cooperative partners.

5. Can the City of Tucson provide a breakdown between physical card and virtual cards spend, and by participating entity?

The City currently pays 100% with the physical card.

6. Is the City using the allocation tool provided by its current card program provider? Yes

7. What is the percentage of Large Ticket Transactions (LTI)?

\$9.1M in LTI/\$62M = 14.67%

8. Is the City willing to review a proposal that is not part of a cooperative contract, but offers a customized program to the City in order to maximize revenue share and partner with the City to have a best in class program through our expertise and support?

The cooperative contract is one of the requirements that the committee will evaluate and consider when recommending a contract award. The existing contract has been cooperatively available to agencies since the contract was awarded in 2004. Many agencies do not have the resources and/or time to conduct their own RFP and therefore piggyback off another agencies contract.

9. Do you have a point system you will evaluate each response with and if yes, could you share that with us?

The City does not use a point system and only shares the relative order of importance of the proposal evaluation criteria.

10. Do you have your own IT department or do you outsource IT?

The City's IT Department provides service to the City Departments. This service may be supplemented on a limited, as-needed, case-by-case basis from outsourced contracted vendor(s).

11. When you upgrade CGI Advantage ERP system to 3.11, will you have access to an Expense Reporting Module? If yes, do you plan to implement it in the next few years?

This has not yet been determined. Submit your proposed solution for the City to consider. The intent is to include a proposed solution in the final contract for the benefit of other participating agencies regardless of whether or not the City elects to use the proposed solution.

12. You describe your current program with 30 day billing and 14 day pay. Does the City pay on day 14 or do you pay prior to this date in your existing program? With your current process, are you able to pay earlier?

The City historically has paid before the 14th day. The City is willing to consider solutions, payment terms and processes for a shorter payment turn-around time.

13. Out of the \$62M for City of Tucson- which portion of it is T&E, POS with walk around Pcards for your buyers/employees not related to T&E, and how much of it is AP invoice payment spend?
- The City is unable to quantify this information.
14. Do you utilize GL files to help with reconciliation? Yes
15. Who is your Travel Agency today?
- The City does not utilize a travel agency
16. Who do you use for your expense management system? The City does not use an expense management system.
17. Who do you use for your travel booking tool?
- The City does not use a specific travel booking tool.
18. How do you currently reconcile transactions (manually or if Electronically) and what system do you use?
- The online system provided by JPMorgan Chase.
19. Do you centralize all airline charges on one card or each individual's card? No
20. Do you utilize BTA's(business travel ghost accounts)? If so how many do you currently have? What is currently captured on a BTA (example, airlines, hotel, rental car)
- No
21. What information is needed to reconcile an individuals' statement each month?
- The City reconciles the individual transactions by using the backup documentation provided by the purchaser.
22. Describe the process on how you reconcile today.
- Purchaser turns in receipt. Reconciler verifies receipt information to posted transaction, assigns account code and enters business purpose in transaction notes. Approver verifies backup documentation is provided and verifies that the correct account code is entered. You may propose a solution for the City to consider.
23. How is your account support set-up- on your existing program? Does your incumbent currently provide a resource to you? Do you have a Virtual Program Administrator (VPA) dedicated only to your program?
- There is a dedicated support team available Monday through Friday from 8 am – 5 pm AZ Local Time as well as 24/7 phone support. A dedicated Relationship Manager is provided.
24. Will you be factoring in the cost of change in your evaluation and if yes, what value did you assign to this?
- The City will need to understand any costs associated with the proposed solution. The City does not assign specific values to any of the criteria.

25. What size(\$) of transactions are considered for the purchase cards (for example only invoices less than \$2K). What is a maximum charge amount that your employees are empowered to use a pcard for at the point of sale?

There are no limits to the amount of a transaction. Limits are imposed on a card user basis which can be overridden manually by the Program Administrator.

Instructions to Offerors:

1. In addition to revisions to the RFP/contract terms, will the Director also need to approve additional contractual language in advance of proposal submission, ie. the "change request"?
- a. Are we allowed to request a change to the Financial Appendix via the "change request".
- b. What date will you need to receive the "change request" in order to review and provide approval in advance of our proposal submission?

The City does not review nor approve additional contract language prior to proposal submission. Submitted revisions to existing contract terms or the introduction of additional contractual language is considered during the evaluation process of the proposals and may be a factor in the eventual award.

2. Offerors shall also submit one electronic copy of the proposal on CD or flash drive in MS Office 2003 or .pdf format in the original and 10 copies. Should we take this to mean the City would like 11 flash drives in total?

Yes

3. Schedule of Events; Negotiations Conclude on December 15, 2016.

The dates listed on the schedule of events are estimates to guide the City through the process. These dates are flexible and subject to change.

- a. Will negotiations take place in advance of the City of Tucson signing the Offer & Acceptance form?

Yes

- b. Will an Offeror have the ability to withdraw its proposal during the negotiations?

Offerors cannot withdraw a proposal during negotiations. Refer to Instructions to Offerors Paragraph 17. Withdrawal of Proposal. However, if the City and Offeror are unable to reach successful negotiations, the City may terminate negotiations and enter into negotiations with the next Offeror. Refer to Instructions to Offerors Paragraph 19. Contract Negotiations

4. Instructions to Offerors, #1: "... negotiated items as accepted by the City." In the event that the Contractors offer includes specific exceptions to the RFP document, at what time are those negotiated items discussed and can an Offeror feel confident that the exceptions will be either approved or amicably negotiated prior to the City countersigning the Offer and Acceptance document?

Proposed exceptions are typically negotiated with only those Offerors who are short listed or those Offerors who proceed to negotiations. Exceptions may or may not be accepted by the City.

5. Instructions to Offerors #6.C.: We would like clarification that in the event an Offeror provides specific exceptions to the RFP document with its proposal, that Offeror agrees to be bound to its proposal in its entirety including any RFP exceptions that are made by Offeror.

The City uses a layered contracting approach with the most recent language typically taking precedent over similar, earlier language. However, all proposed exceptions are negotiable for which the City may or may not find to be acceptable.

6. Instructions to Offerors #6.D.: Is a separate exceptions document sufficient, or do you require that Offeror initial within the RFP any exceptions made in the Offeror's proposal?

Submit exceptions in a separate, tabbed, labeled section of the proposal. Identify the location of the original language taken exception to. Example: Exception to Standard Terms and Conditions, Paragraph 20. Independent Contractor.

7. Instructions to Offerors #10, "Exceptions to Contract Provisions": Should an Offeror seek advanced approval of "proposed deviations", "substitute language", "modifications", additional language from the Director in advance of the Proposal Due Date? This provision appears to give the City the right to disregard Offeror's RFP exceptions and revert to the terms and conditions within the RFP. Because this is an offer capable of acceptance, we would like clarification on what approval, if any, is needed of any potential exceptions? If approval is required in order to incorporate RFP exceptions into the Offerors Proposal and final contract, how much time does the Director need in order to review/approve proposed RFP exceptions?

The City does not review nor approve additional contract language prior to proposal submission. Submitted revisions to existing contract terms or the introduction of additional contractual language is considered during the evaluation process of the proposals. The City may also enter into discussions with an Offeror during the negotiation phase.

8. Instructions to Offerors #19, "Contract Negotiations": Will negotiations occur prior to Notice of Award/countersignature of Offer and Acceptance document?

Yes

9. Instructions to Offerors #23: We seek clarification regarding the final contract, negotiation and the City's procedure in regards to an Offeror's RFP exceptions.

The City will consider proposed exceptions and respond in writing and/or discuss during negotiations.

10. Proposal Evaluation Requirements, III. Offeror Agreements: Is the City willing to negotiate its standard terms and conditions?"

The RFP is a negotiable process including proposed exceptions to the City's standard terms and conditions.

Special Terms and Conditions:

1. Will the City of Tucson allow the vendor to supply self-insurance for the required insurance coverages?

Submit your proposed insurance coverage for the City to consider. The proposed coverage should provide evidence it meets/exceeds the City's requirement.

Attachment A

1. What is MD and what is it for?

MD stands for manual distribution for issuance of one time checks not included in batch check processing.

2. The totals at top has Wires listed at \$136MM but there's not an identifier for wire. Should there be individual rows for Wires?

No.

3. Please provide date ranges for the Supplier payment file? Is it January 1 to December 31, 2015? The data is from the FY16 time period of 07/01/2015 through 06/30/2016.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.



Signature

9/28/16

Date

Larry Glandon,
Print Name and Title

Bank of America, N.A.

Company Name

201 E. Washington, 22nd floor

Address

Phoenix

AZ

85004

City

State

Zip

Appendix

We provide the following Appendices.

- A. Attachment B
- B. Works Sample Reports
- C. Financial Benefits
- D. Attachment C

"Bank of America Merrill Lynch" is the marketing name for the global banking and global markets businesses of Bank of America Corporation. Lending, derivatives, and other commercial banking activities are performed globally by banking affiliates of Bank of America Corporation, including Bank of America, N.A., member FDIC. Securities, strategic advisory, and other investment banking activities are performed globally by investment banking affiliates of Bank of America Corporation ("Investment Banking Affiliates"), including, in the United States, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Merrill Lynch Professional Clearing Corp., both of which are registered broker-dealers and members of SIPC, and, in other jurisdictions, by locally registered entities. Merrill Lynch, Pierce, Fenner & Smith Incorporated and Merrill Lynch Professional Clearing Corp. are registered as futures commission merchants with the CFTC and are members of the NFA. Investment products offered by Investment Banking Affiliates: Are Not FDIC Insured * May Lose Value * Are Not Bank Guaranteed

RFP #171574

**ATTACHMENT B – ONLINE PURCHASING CARD SOFTWARE
SYSTEM**

1. Production Data

1. What is the name and current version of the product(s) being proposed?

Works Version 4.21

2. How long has each product component / product suite being proposed been on the market and in production status at an organization of our size and / or line of business?

Product Component / Suite	Time on Market	Release data of most current version
<i>Works Payment Manager</i>	<i>15 years</i>	<i>4.21</i>
<i>Works Virtual Payables</i>	<i>12 years</i>	<i>4.21</i>

3. Briefly list a three-year history of software releases for the product being proposed (include dates, versions and major enhancements for each release).

Product / Version	Date	Major Enhancements
4.21	<i>August 27, 2016</i>	Support for larger image receipt files
4.20	<i>June 4, 2016</i>	Improvements to commonly used features; URL simplification
4.19	<i>April 16, 2016</i>	Improved tax related information
4.18	<i>March 12, 2016</i>	Canadian regulatory changes
4.17	<i>January 30, 2016</i>	Google Chrome Support as a standard feature
4.16	<i>December 5, 2015</i>	Supplier mapping corrections
4.15	<i>October 31, 2015</i>	Improved user experience for GL allocations
4.14	<i>August 29, 2015</i>	Added new columns for improving out of pocket allocations
4.13	<i>June 6, 2015</i>	Enhanced group owner card request process
4.12	<i>April 11, 2015</i>	Additional advanced filters for transactions and reimbursements
4.11	<i>January 31, 2015</i>	Spend monitor features added
4.10	<i>December 6, 2014</i>	Expense category features added
4.9	<i>October 18, 2014</i>	Dashboard reporting feature added
4.7	<i>June 21, 2014</i>	All help tools and guides enhanced
4.6	<i>March 29, 2014</i>	Online PIN check feature migrated to new servers
4.5	<i>January 25, 2014</i>	New guides for the new UI made available
4.4	<i>December 7, 2013</i>	Added HR file integration feature

4.3	October 19, 2013	Receipt Imaging II - The Receipt Imaging feature in the new Works User Interface (UI) has been improved to allow users to upload receipt images to Works from their computer's desktop in addition to faxing receipts. Receipt images can be attached directly to a transaction or expense report or stored in the My Receipts queue to be processed later.
4.2	July 20, 2013	Online Account Request (OAR) - The Online Account Request (OAR) feature is a licensed feature available in Works to new User Interface (UI) users. OAR allows employees of Works clients to request their own Travel, Purchase, and Corporate One cards online.
4.1	May 18, 2013	New User Interface (Q1 2013) – total rewrite of the Works interface. Modernize the look/feel of the application and streamline workflows and processes for end users.

4. What are your plans for future upgrades/releases?

Works enhancement releases are included as part of the services you receive from Bank of America and are provided at no additional fee. Works enhancements occur regularly, at a minimum of annually, as part of our customer requested enhancement and strategic enhancement processes.

5. With what government standards/regulatory bodies do you comply as they relate to your product or services?

Bank of America is highly regulated by multiple entities, including the Office of the Comptroller of the Currency (OCC), Federal Reserve, etc., and maintains Payment Card Industry, or PCI, compliance.

2. Customer Feedback Process

1. Do you have a User Group or groups for the product being proposed? If so, list the contact names, phone numbers, website and addresses.

Each entity from our state program's can participate in our user forums which we try and hold on an annual basis. David Randolph, Bank of America Senior Card Account Manager, coordinates these forums and can be reached at david.a.randolph@baml.com; 602.523.6996; 201 E WASHINGTON ST. PHOENIX, AZ, 85004-2428. The City of Chandler has hosted the forum in the past.

2. What role do Users' Groups or users play in modifications to the product?

Clients can request enhancements or changes to the Works application through an Enhancement Request Form, which must be completed and submitted in order for the request to be considered. Requests received are evaluated using multiple criteria. Funding and resource availability, broad marketability, client relationship, cost and strategic product direction are just a few of the criteria used to evaluate and prioritize enhancement requests.

3. Application Requirements

This section includes the specific criteria the City will consider in the evaluation of proposals received. Offerors shall respond to all requirements in the order in which they are presented. Response to requirements in each section, including Attachment C, will be requested in two formats:

1. A written, narrative response (one to two paragraphs) to questions / requests, with each answer to be inserted immediately after the corresponding question, and
2. A single-letter response to an "Ability to/Provision for" phrases. These appropriate single-letter responses are: **Y** (Yes), **N** (No), **M** (Modification), **F** (Future), **T** (Tool), or **A** (Alternative).

If the response to a requirement needs an elaboration or explanation, a brief explanation may be inserted immediately after that requirement. "**N**" and "**M**" responses must be explained. "**T**" responses must describe the specific tool(s) required and "**A**" responses should describe the alternative recommended/suggested. All requirements refer to whether your system can perform or provide the function automatically or electronically. The explanation of these response letters is:

- Y** - the product has this ability in the current version
- N** - the product does not have this ability in the current version
- M** - the Offeror will make a modification (as opposed to a configuration) to current version capabilities to specifically address this requirement
- F** - there are explicit, documented plans to include this ability in future versions
- T** - there is a third-party tool supplied with the product and / or database that can provide this ability in the current version
- A** - alternative tool

3.1 General Requirements

1. What process is in place to ensure that regulatory changes from federal, state and local government agencies and other regulatory organizations are addressed and distributed in software revisions as soon as possible?

Bank of America has Legal and Compliance departments that are charged with remaining up to date on appropriate legal and regulatory matters in all markets. Additionally, your Card Account Manager will work with her internal business partners to keep abreast of legislation, legal and compliance changes and will communicate any changes to the City.

2. Describe in terms of the overall system design the aspects of control and auditing embedded in your product/system.

The Works application has roles-based reporting functions and audit logging capabilities that show which actor performed certain events within the program. Customer data is logically separated within the application and controlled via logical access methods; the customer's account name, user ID and password allow access only to information within that particular company.

3. All interfaces to the City network must be optical or TCPIP. Does your product comply with this requirement?

Works is a fully-hosted, web-based application that requires no hardware or software requirements on your organization's part. All systems are collocated in a secure data center and accessed via the Internet using a standard web browser.

3.2 Functional Requirements

Response to requirements is requested in two formats:

- a written response to a question/request statement if present
- a single-letter response of Y, N, M, F, T or A to the "Ability to/Provision" for phrases

Complete and submit Attachment C – Online Purchasing Card Software System - Functional Requirements

3.2.1 System and Application Architecture

1. Describe your system architecture model and explain the capabilities and features of this model.

Works is a fully hosted, web-based application that does not require installation of hardware or software by the client other than a standard web browser. Users access Works using a 128-bit Transport Layer Security (TLS) connection. All back-end systems are collocated in a secure data center. The Works platform consists of Red Hat Linux servers running Apache and Tomcat with Microsoft Windows servers running the SQL backend. The City can use Works to manager card accounts including increasing or decreasing credit/spend limits. It also allows you to effectively manage program information, including exporting reports and data. Works, provides access to transaction data 24 hours a day, seven days a week through a variety of report options.

2. Describe your approach to ensure scalability of the product and obsolescence prevention. This includes transaction growth, upgrades and replacements of components of the architecture, technology, and application.

The system image is designed to provide scalability and reliability through the use of clustering and redundancy. The application servers run the business logic and the web servers provide the application interface to the user's browser. Machine servlet pairs are configured to provide the same application services and allow service requests to be load balanced across the available servers. Capacity can be added incrementally by adding additional servers. This method also provides intrinsic redundancy, as the load balancer can detect a failed server and logically remove it from the pool of available servers.

3. What is the source language(s) of the product?

Java/JSP

4. Describe your ability to retain all user-made changes to business rules, standard screens and standard reports when new releases of base software are installed.

Rigorous QA testing procedures ensure customer modifications are retained with new code releases (e.g., column preferences are maintained, report templates preserved, etc.).

3.2.2 System Management

1. List all hardware/operating system platforms upon which your product's database(s) is / are supported. Indicate whether each configuration is actually in production at an organization of our size.

Database Name and Version(s)	Hardware Platforms	Operating System(s)	Production Status (Y / N)
SQL Server		Windows	Y
		Linux	Y
		Cisco Internet Operating System (IOS)	Y

- Java Development Kit (JDK), Java compiler, Tomcat, and/or Java Database Connectivity
- (JDBC) software.
- Web server software (IIS, Apache).
- Other production infrastructure software.

Works is a fully-hosted, web-based application that requires no hardware or software requirements on your organization's part. All systems are collocated in a secure data center and accessed via the Internet using a standard web browser.

- List all browsers that are certified for use with your application, and describe any required browser add-ons, function enablement, etc.

Works is a fully hosted, web-based application that requires no hardware or software requirements on your part. All back-end systems are collocated in a secure data center.

However, for an optimal experience, users must have the following:

- Internet Explorer 10.0+
Mozilla Firefox ®
Google Chrome
SafariAdobe Acrobat version 4.0 or higher (for reporting)
- 1024 X 768 screen resolution or higher

Software requirements – To view reports received by email in PDF format, you must have Adobe Acrobat Reader and a compression utility to extract files from the .zip format.

Connectivity requirements – To connect to Works, a user must have a DSL, cable or T1 connection.

Use Ability to/Provision for Codes:

Y a. Ability to purge and archive unneeded data.

Any and all data archived and/or purged is controlled solely by Bank of America.

Y b. Ability to attribute each transaction to a specific user.

By Works definition a User is any employee assigned a login name and password that allows access to the Works application. An Accountholder is a user who is assigned at least one account. In Works, the transactions will be attributed to the Accountholder.

Y c. Provision for reliable and secure method for user authentication that conforms to standards such as Kerberos, biometric ID, etc.

For City users authenticating to Works, the application uses a standard Username and Password authentication process. Usernames are defined by City at the time the user account is created. The new user will receive a "welcome" email containing a single use link. Following the link, the user will be authenticated and allowed to establish a password and security questions/answers.

The user may request password assistance through a "Forgot Password" link on the home page or by contacting the City's Program Administrator. Program Administrators may also contact the Technical Help Desk for further assistance if needed.

Y d. Provision for encryption capability option that prevents unauthorized access to data.

Yes. Application uses both symmetric and asymmetric methods. Specific encryption details will not be provided, but only strong cryptographic algorithms are used. Users connect to the application using HTTPS browser connections; file transfers (if required) can be accomplished using FTP/SFTP (with optional PGP encryption) or via HTTPS direct injection. All traffic between client browser and the application layer is encrypted at the transport layer. Anonymous logons are not permitted by the application.

Multi-Layered Defenses

To prevent unauthorized traffic over any of aforementioned networks, Bank of America utilizes firewalls configured to limit functional connections to specific IP addresses on both sides of the network. Transmissions and responses are logged, and relevant operations are processed and reconciled through a management system.

Security Architecture

Firewalls restrict unauthorized personnel from browsing the Works application system via the Internet and intranet. The firewalls have been configured to permit only valid incoming IP addresses on specific ports to access the Works application network. Access to the Works application is further controlled by the architecture of the network and computer systems that support the application.

Inbound Transaction Feeds

Bank of America receives a single file for each card program processed through the TSYS merchant payment program. Files are received daily (Tuesday through Saturday), excluding holidays. The TSYS files are transmitted to a secure File Transfer Protocol (FTP) server located at the Bank of America data center. Files are transmitted in an encrypted format. Access to receive TSYS files from the secure FTP server requires a username and password to prevent unauthorized access to the transaction feeds. Once the files are received, files are decrypted using GPG (GNU Privacy Guard) and processed by the Works application.

e. Provision for error logs and messages to assess performance-related events.

Various actions/information in Works (such as card last 4-digits, usernames, roles, profiles and more) are logged in real-time in the Works database. The program administrator can view many of these through the Works reporting tool.

The available Works logs are Card Maintenance Log, Card Profile Audit Log, Group Approver Delegation Log, General Ledger Audit Log, Authorization Profile Audit Log, Group Audit Log, General Setting Audit Log and User Audit Log.

All actions taken within Works are recorded and stored via an audit log. This log is available to the program administrator, accounting administrator and the financial administrator. The Works application is constantly monitored for capacity and performance metrics and systems are routinely upgraded to ensure that data storage and performance capabilities continually outpace use. Minor changes to network equipment (such as capacity improvements) that do not affect site architecture are generally rolled into the overall releases. Bank of America management and supervisory personnel are responsible for monitoring the quality of internal control performance as a routine part of their activities.

Y f. Ability to authorize user accounts/ids, passwords and access rights from a single and central point of control.

Yes. Works is controlled by group hierarchy and user roles assigned. A user can be delegated authority within the hierarchy levels of your organization configured in Works. For example, a Program Administrator role can grant other users access to Works. The program administrator can be a global administrator (central point) or a scoped administrator (single point).

Y g. Ability to delegate authorization of access to modules of the application to departments responsible for that level of authorization.

Yes. Works is controlled by group hierarchy and user roles assigned. A user can be delegated authority within the hierarchy levels of your organization configured in Works. For example, an Auditor role can be scoped down to Department of Revenue whereby the Auditor can only see data at that level and below in the established hierarchy.

Y h. Provision for optional time-out and auto logout of an inactive application session.

Yes. All login sessions have an inactivity timeout of 15 minutes.

2. List which standard data interface formats and methods you natively support (XML, CSV, EDI, etc.).

We can provide the City with the following standard card data files and delivery options:

- *Statement Billing File – The Statement Billing File (SBF) is a proprietary file in a fixed length text format that contains company, account and transaction data. Bank of America Merrill Lynch can deliver the SBF to your organization using HTTPS Pull, SSHFTP Pull, or FTPS Pull.*
- *EDI 811 – Bank of America Merrill Lynch has mapped the Statement Billing File, described above, to the EDI 811 industry-standard format. Like the Statement Billing File, Bank of America Merrill Lynch can deliver the EDI 811 file to your organization using HTTPS Pull, SSHFTP Pull, or FTPS Pull.*
- *Travel Agency File – If your organization requires a reconciliation file for your travel agency transactions, our proprietary file in fixed length text format contains transactional information needed to complete the reconciliation process. We can deliver the travel agency file to your organization using HTTPS Pull, SSHFTP Pull, or FTPS Pull.*
- *Visa Commercial Format 4.0 (VCF 4.0) – The VCF 4.0 is a proprietary file in a fixed length text format that contains company, account and transaction data. Visa® can deliver the VCF*

4.0 file to your organization using SSHFTP Push (Visa requires PGP for extra security) or FTP/TSL Push.

- We natively support XML, delimited text (CSV), Excel and EDI.

4. Support and Services

Project Management

Proposals are to include the Offeror's approach to project management. Describe your approach to successfully achieve the scope of work contained in this proposal.

Each Bank of America Merrill Lynch implementation project is divided into four phases: Define, Design, Deliver and Review. We will outline the contents and considerations for each stage.

From the outset you will be assigned a dedicated regional implementation manager who will guide you through the implementation process to ensure that maximum benefit is obtained with as little impact on the day-to-day operation of your company as possible.

Timelines will be discussed in more detail and adjusted in partnership with your implementation manager to establish a customized implementation plan specific to your individual requirements. This will form the backbone of the Define phase of the project by providing both the scope and the timelines for the project.

During the opening stages of the implementation the resources required for each task will be identified by your dedicated implementation manager, including details of the requirements per country and per business unit.

Once the team is formed, they will then continue to work with you to identify and document the specific business requirements for the program to be rolled out (such as limits, MCC code blocking controls, and cash/ATM options).

Bank of America Merrill Lynch has a team of dedicated card implementation consultants, spread geographically around the globe, with vast experience in implementing large, complex card programs and commercial card products.

Implementation manager (PM)

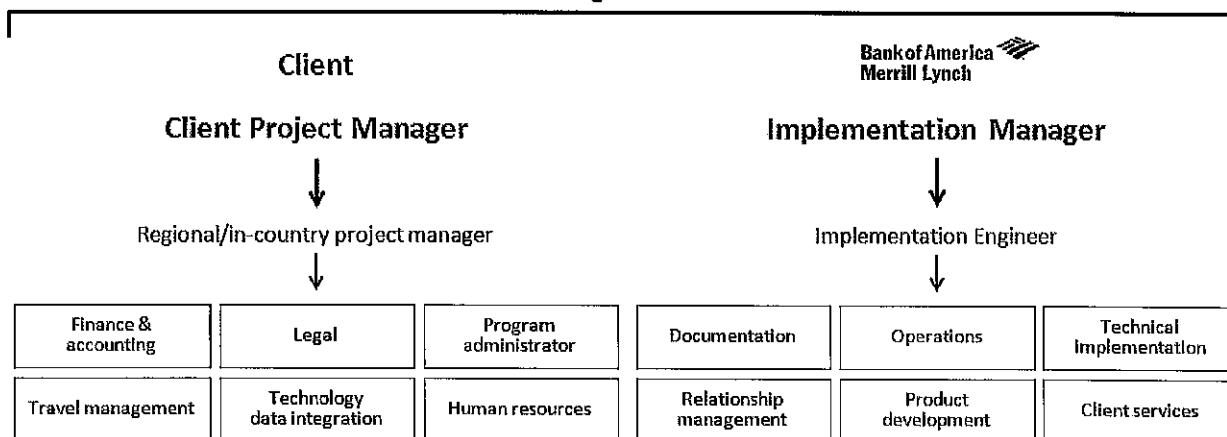
This dedicated team of consultative project managers is responsible for ensuring that the overall objectives for your program are delivered by ensuring that the scope and deliverables required are understood and coordinated. Our PMs are client focused and are assigned based on the skill set needed.

Implementation engineer (IE)

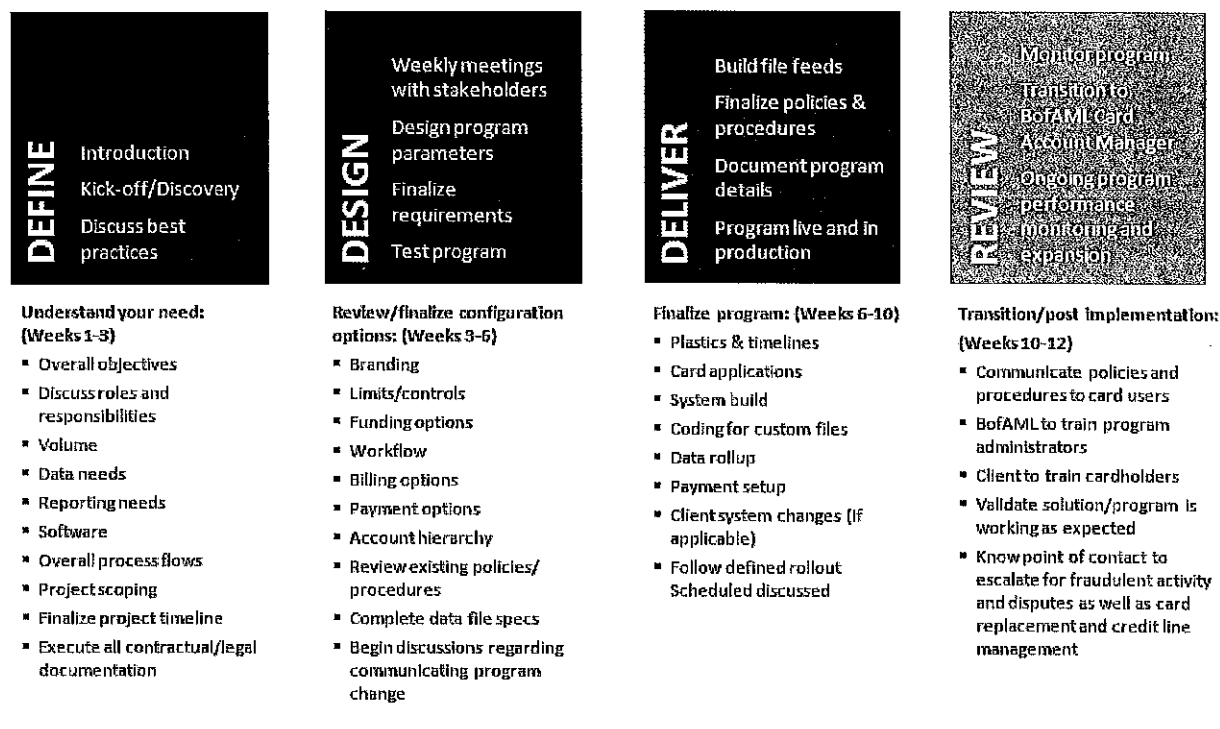
Reporting to the PM will be a team of IEs that will support your specific requirements. The IE is the subject matter expert and technical guide to implementing card and will provide support as a trainer on the card platform for your administration team.

Your dedicated implementation manager will develop project plans and resources for your implementation and assist with ensuring you have the right resources available. Our project methodology is designed to maximize the value to your organization while minimizing the impact on your BAU teams.

Steering Committee



Project management methodology



4.1 Training Plan

1. What provision do you have for providing primary training for the proposed system? Training shall be adequate to the needs of the typical systems user and administrator.

The City will receive a variety of tools to enable your employees to use the application to manage payments. These tools and a train-the-trainer approach will allow you to handle ongoing expansion and operations beyond the initial implementation. A weekly instructor-led, web-based, open registration course assists those members of your team who will perform employee training. The class is designed to provide your trainers with best practices for training the cardholders and the managers who allocate and review transaction data.

2. What provision do you make for training system end users to address issues that will be encountered during day-to-day use? Be sure to include training on all system functionality, including screen and report use, as well as ad hoc report creation and use.

As noted above, we provide a train-the-trainer course that the City can employ to train all users on the basic functions of Works. Additionally, training videos are found directly through the application's navigation bar. Key topics include access and navigating the application, reviewing and coding transaction, using the pre-purchase request process (if applicable) and reporting. User manuals are also available.

3. What provision do you make for Administrator training to address issues involved with the administration of the system?

Training for Administrators includes a weekly series of instructor-led, web-based, open registration courses addresses day-to-day administration, accounting code table maintenance and transaction review and export. After taking these basic training courses during the initial implementation, the implementation project manager will address the unique configuration aspects of your solution in a dedicated session with the core administrators. The open registration classes can be repeated as often as necessary for refresher purposes or to bring a new employee on board.

4. What provision do you have to provide technical training to City IT staff, as necessary? Describe how you will address training on the responsibilities related to system operation and management, security, problem identification and problem resolution.

The bank will support your training needs through an on-site visit, teleconferences/ webinars and online help tools. The general flow is webinar training sessions for program administrators, or authorized personnel who will train cardholders will remain streamlined and fluid, so that program administrators are comfortable with Works' functionality in little time. Classes can be taken as frequently as desired, pending the courses availability. Most classes are offered multiple times on different days throughout the week. As part of implementation, the City will also be provided documentation and training on the resources available via Works, and through the phone for contacting Bank of America for any problems related to the system and its operations. In addition the City's dedicated Card Account Manager David Randolph and your dedicated Card Account Specialist will be available for the City for any assistance with the program.

The training classes hosted by the Works Client Education team will lay the foundation for further discussion and training that is organized by your assigned Implementation Consultant. The implementation consultant will be the go-to contact for the program administrator if they have questions regarding the Works application. The two parties will log in to the application together frequently to allow the program administrator to master the tool's functionality.

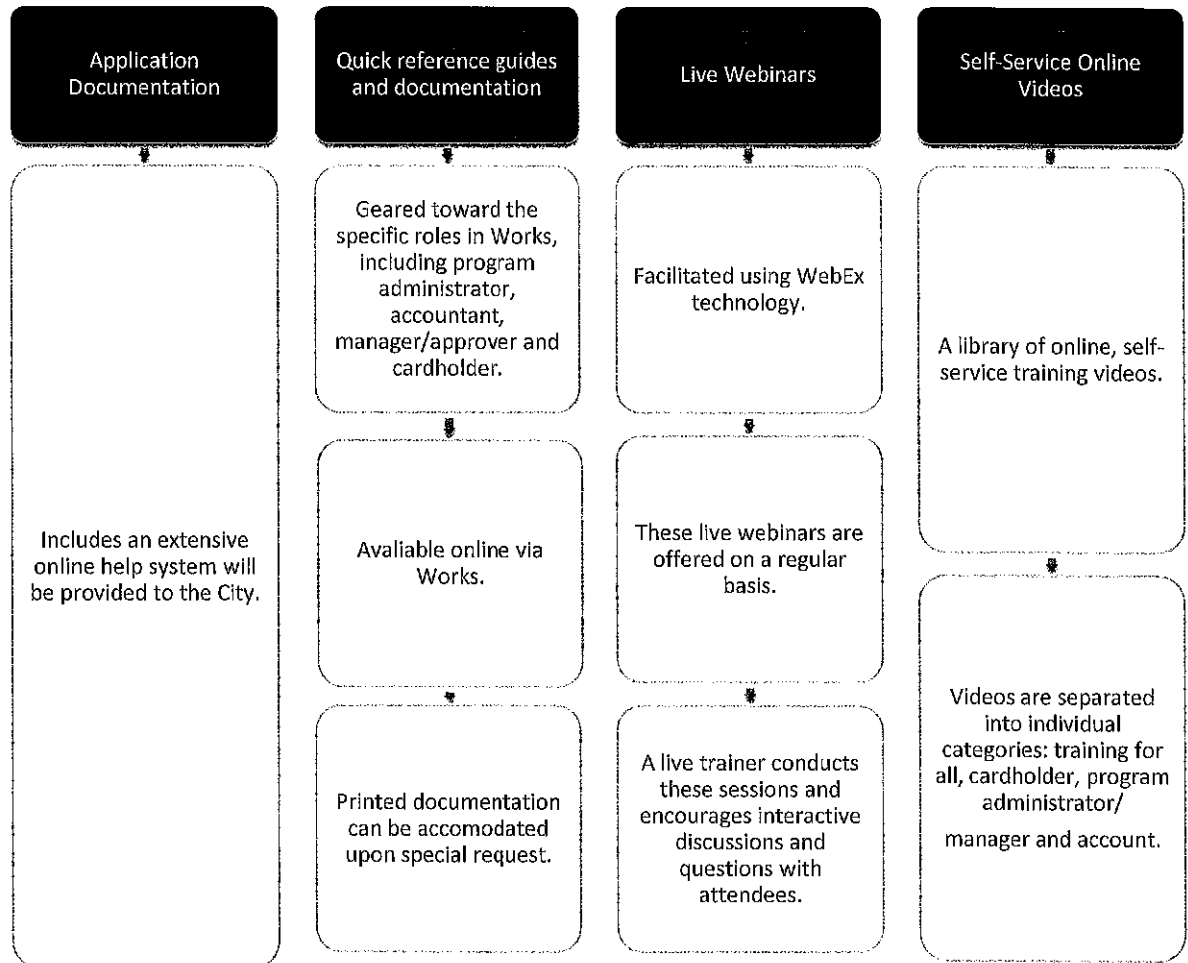
The training classes hosted by the bank's Client Education team are also available post-implementation. They can be taken as frequently as desired, pending the courses availability. Most classes are offered multiple times on different days throughout the week.

The bank's Client Education team offers several different options for training. Our training experiences are geared toward program administrators, accountants and approvers/managers and offered for the life of the contract. Each type of training has been fully tested and proven highly successful with our other complex government card clients.

We take a train-the-trainer approach for cardholders. Internally-based training is best for cardholders so specific organizational policies and procedures can be enforced.

Our application documentation option provides an extensive Works Online Help system with a key word search feature.

A variety of training resources include the following:



Based on need, onsite training can be arranged for the City for program administrators of the product. Your client team of **Larry Glandon** and **Jeff Moore** are always available for your consultation.

5. Do you have the ability to provide web-based training?

Yes.

4.2 Implementation Services

1. Describe your implementation methodology and proposed implementation schedule for the proposed program. Attach a high-level project schedule, with milestones from each implementation phase.

We follow a project management methodology specifically designed for card implementations. This provides structure, but is flexible to meet your program requirements. The four phases of the implementation process are define, design, deliver and review. During the first phase, we will collaborate with the City to gather information about your desired program. Together, we will define project goals, team roles and responsibilities. The implementation team will develop the program scope including overall objectives, data needs, reporting needs and process flows and execute any required contractual documents. We collect the data needed to configure your program and support the automation of your program during the Design phase. We will work with

the City to review branding options, transaction controls, billing options, account hierarchy, etc., provide recommendations for a communication plan to distribute to your employees and create your data file specifications.

In the Deliver phase, we complete the systems configuration, build the data integration file and set up the necessary connectivity. Payment set up is finalized and cards issued. System training is provided at this time, as needed. Finally, as part of the Review phase, we initiate ongoing program performance monitoring and expansion. The program is transitioned from the implementation team to your card account manager and servicing team and a post-implementation review is conducted.

Sample Project Schedule

Our conversion process of a card program like yours has been designed to be completed in 12 weeks but we can adapt the timeline to meet your needs. Our timeline includes card conversion, technology set up, billing set up and testing. During the initial discussion, we will review the timeline with you and determine specific dates. A sample timeline is shown below.

Days 1-15: Technical and business requirements analysis is completed. A configuration workbook is also provided to the client at this time.

Days 15-30: The City provides client information including (but not limited to) organization such as groups and users, general ledger structure, and card controls required.

Days 15-45: Your implementation team will work with the City to setup the transaction data input/export process.

Days 30-45: Your implementation team will work with the City to setup the master corporate account.

Days 31-60: Your implementation team will work with the City to validate the configuration and operation via prototype. During this time, Bank of America will begin the training process for cardholders, program administrators, managers and other users.

Days 31-75: Your implementation team will work with the City to finalize the master account creation and product configuration. Cards will be ordered and delivered to cardholders. Training of end-users will continue. The implementation team will assist with the first data transaction import/export.

Days 60-75: Your account will be transitioned from the implementation team to your Card Account Manager and the account servicing team.

2. State the assumptions implicit in your implementation timetable (City resources, your resources, third parties, etc.) and detail the effect(s) of those assumptions not being met.

Associate(s) within the City who will be key to the success of the card program operations and security include:

Business sponsor

- Sets direction jointly with our technology team
- Approves project scope
- Approves and participates in acquisition of business

Program champion

- Provides the vital link for communication and city-wide support, which are critical to the success of every program
- Promotes acceptance of and the necessary support for the proper design, communication and ultimate success of your card program

Program administrator

- Gathers necessary organization data for setup
- Participates in project meetings
- Serves as primary point of contact during the implementation process
- Defines business requirements
- Provides business input into the detail design and overall project plan
- Assists in identifying technical impacts for supporting product and client (internal and external)
- Leads and defines current operational processes for line of business areas (internal and external)
- Works with other areas of organization to define new business processes in support of the card program
- Links to business areas impacted by program
- Identifies and resolves issues on behalf of the organization
- Participates in weekly project status meetings; conveys progress and issues to organization

3. Describe your approach to project communication, including the strategy, the calendar and responsible parties.

Your Implementation Project Manager will be your primary point of contact during the implementation of your program. He/she will host conference calls to discuss the implementation process and progress. The frequency of these calls will be determined jointly with the City at the outset of implementation. A sample calendar with responsible parties outlined is shown below:

Task	Task description	Responsible party	Days				
			1 - 15	15 - 30	31 - 45	46 - 60	60 - 75
1	Kick-off – Technical & Business Requirements Analysis (via Questionnaire)	The Bank and The City	X				
2	Provide Configuration Workbook to Client	The Bank	X				
3	Client info, Organization (Groups & Users), General Ledger Structure, Card Controls, Review and Finalize	The City		X			
4	Transaction data Export/Import	The Bank and The City		X	X	X	
5	Master Corporate Account Setup	The Bank and The City		X	X		
6	Validate configuration and	The Bank and			X	X	

	<i>operation via prototype</i>	<i>The City</i>			
7	<i>Train-the-trainer: Cardholder, Managers/Supervisors, Accountant, Administration</i>	<i>The Bank</i>	X	X	
8	<i>Master Account creation, Product configuration, Order cards Cards delivered, End User training Operation, Assist with first export</i>	<i>The Bank and The City</i>	X	X	X
9	<i>Transition from implementation to Account Management team</i>	<i>The Bank and The City</i>			X

4.2.1 Reserved

4.2.2 Vendor-Hosted Implementation

1. Describe the physical and electronic security of the hosting data center, including security provisions for staff, as well as facilities.

You benefit from the following security measures, which we put in place to protect the confidentiality of transaction information.

Online security

- *Online security provides a secured communications link between the cardholder, program administrator and Bank of America.*
- *Secured communication allows for transmission of account setup and maintenance requests, as well as submission of transaction disputes and other online forms, all while protecting confidential client data.*
- *Our online reporting and account maintenance application uses HTTPS secure protocol, digital certificates and Transport Layer Security protocol for encryption and authentication, and is physically hosted in a certified facility.*
- *Each user or cardholder is required to have unique user identification and a user-selected password.*
- *The program administrator maintains access to the system.*

Physical security

- *We use buildings with robust security features to house client transaction information and program software.*
- *Independent auditors and security specialists test the physical security of these buildings throughout the year.*
- *Any vendors we contract with also are required to be independently audited on an annual basis.*
- *Details of the actual locations and/or security measures in place are confidential and cannot be disclosed.*

2. Describe the mechanisms used to ensure protection of City data, passwords, etc.

When the client's program administrator creates a new user account, the application sends an email to the new user's address, inviting the user to establish a password within the application. On the first login, the user provides both a password and a challenge/response for use in case the user forgets his/her password. The password must conform to the following rules, which can be modified per your IT security rules:

- *Must be at least eight characters long*
- *Must contain a combination of both alpha and numeric characters*
- *Cannot repeat the previous 10 passwords*
- *Cannot be a sequence of the same character*
- *Cannot be the same as the user name*

In addition, password management is organized with the following controls:

- *Passwords can be set to expire every 30, 60, 90 days, or annually*
- *Passwords are case sensitive*
- *Passwords must have at least eight characters*

All communication with users is secured via a HTTPS server using 128-bit Transport Layer Security encryption; all sensitive data in the Works database is encrypted; and algorithms check for completeness of transaction data when it is transmitted to Works.

3. Briefly describe your overall backup and recovery strategy and disaster recovery or business resumption strategy.

The Works Disaster Recovery Plan (DRP) is maintained in accordance with Bank of America guidelines. The DRP itself is kept offsite, for safekeeping, along with the backup tapes needed for restoration. In the event of a disaster to the production data center, the disaster recovery site in a different geographic location will be used.

A backup electrical power system for the primary data center, and the disaster recovery data center in a different geographic location, includes an uninterruptible power supply module, batteries and a turbo-charged diesel generator. We have installed environmental controls to protect both data centers.

Use ability to/Provision for Codes

- | | | |
|---|----|---|
| Y | 1. | Ability to provide all City data in easily usable electronic form at regular intervals. |
| Y | 2. | Ability to develop interfaces between other City applications and this hosted product to allow bidirectional data flow. |
| Y | 3. | Provision of software/hardware environment that yields 99.9% uptime, exclusive of planned maintenance windows. |
| Y | 4. | Provision of notification to City for downtime in advance if planned and immediately if unplanned. |
| Y | 5. | Provision of secure network connection between City users and host site via industry standard techniques. |
| Y | 6. | Ability to restore entire environment within contracted durations. |
| Y | 7. | Ability for users to schedule and submit jobs. |

- Y 8. Ability to provide redundancy in network and hardware environments.
- Y 9. Ability for users to run reports during all hours except for specified maintenance windows of no greater than two hours per day.
- Y 10. Provision of security so that the City's data is available only to authorized users.
- Y 11. Ability to accommodate growth in City's requirements.
- Y 12. Provision of notification and appropriate City testing of software updates and security patches.
- Y 13. Provision for encryption capability option that prevents unauthorized access to data.

4.3 Deliverables and Acceptance

Please indicate your agreement to the acceptance criteria below:

	<u>Deliverable</u>	<u>Acceptance Criteria</u>
Y	<u>Installation</u> Successful installation of the system on a Vendor server(s).	An installation will be deemed successful if City staff can access the system to conduct configuration activities and can execute a full range of transactions using sample data.
Y	<u>Training Plan</u> Formal training plan and training services and materials.	Successful execution of training plan. Delivery of the training services and materials as determined in the proposal and contract.
Y	<u>System Documentation</u> Develop a complete and comprehensive set of system documentation that reflects all components of the software solution, including enhancements.	Functional documentation shall be complete and accepted by the City on or before initial implementation and provided to the City in a printable, electronic format. City shall have the ability to print the documents from the electronic document source files and/or directly from the vendor's system.
Y	<u>User Documentation</u> Develop complete and comprehensive user documentation that reflects all components of the software solution, including enhancements and Help guides.	User documentation shall be complete and accepted by the City on or before initial implementation and provided to the City in a printable, electronic format. City shall have the ability to print the documents from the electronic document source files and / or directly from the vendor's system.

Y	<u>Software and Hardware (if applicable) Support</u> Software and hardware support for a specified warranty period and proposed terms and conditions for the first five years of annual software and hardware support.	Vendor to resolve all issues surfaced during the warranty period to the City's satisfaction. City to review and accept terms and conditions for annual support.
Y	<u>Data Conversion</u> The plan shall include what provision you make testing data conversion and how the customer will be presented with an acceptance of the conversion.	Customer acceptance of the conversion.
Y	<u>Test Plan</u> Testing shall be completed by the City test team and Vendor. The test plan shall specify how performance testing will be done from a business perspective and the technical perspective. Test objectives shall be agreed to and are to include test scenarios.	Tested components in City production environment shall be functional as intended and performance tested.
Y	<u>Test Acceptance</u> The City requires a minimum and error-free acceptance test period of 30 calendar days, followed by a test reliability period of 60 calendar days to complete final acceptance testing.	The City shall perform its own tests in the test and production environments to verify all test results. If major defects or numerous minor defects are found during the City's acceptance testing, these tests shall be terminated and the Vendor shall resolve the outstanding issues. Once all issues have been addressed, the Vendor shall recommence the acceptance test process from the beginning.

1. Include any provision you make for testing to be extended in the event that all high-severity errors are not corrected in the test window.

For over 15 years, Bank of America has staffed a Technical Help Desk (THD) that is dedicated solely to the servicing of our commercial card administration and reporting platforms. The Technical Helpdesk uses an incident management platform that facilitates the prioritization and management of incidents against internally defined service level standards for problems of three severity levels.

In terms of card reconciliation with Works, any errors or failures are captured on screen during the course of the transaction. Failed transactions have to be recreated by the users after the issue is resolved.

An alert is placed on the home page of the Works application in the appropriate communication area for Severity 1 issues. Updates are provided to customers through the Works home page as they are received and root cause / resolution is provided by email upon closing of the ticket.

Level 1 and 2 Technical Helpdesk associates are able to provide first call resolution to the majority of Severity Level 2 and 3 issues; however, where necessary they will engage product specialists or technology associates to help resolve problems.

In terms of network, MasterCard understands that network reliability matters, especially during unplanned/unforeseen events. When a payment network goes down, everyone in the value chain is impacted. MasterCard provides the industry's only fail-safe processing, setting the standard in reliability with redundancy at all three points of vulnerability in payment processing—the issuer, the acquirer and the payment network. With seamless transaction processing even during unplanned/unforeseeable problems, MasterCard's 'tri-dundancy,' or multiple routing paths at each point (Intelligent Edge/MIP Processor, Stand-In, X-Code), provides triple-layer protection against network outages, ensuring the highest quality and fewest dropped transactions.

4.4 Application Support

1. The City requires that the production environment cannot be unavailable for longer than 30 minutes during normal business hours (see number 3, below). Describe the provision you make to provide this support level of system availability.

The *Works Disaster Recovery Plan* (DRP) is maintained in accordance with Bank of America guidelines. The DRP itself is kept offsite, for safekeeping, along with the backup tapes needed for restoration.

One hour to full recovery capability

While our internal service level standards specify 24-48 hours for disaster recovery, Works' annual tests indicate that it takes approximately one hour from the start of the disaster recovery process to bring the disaster recovery site to full recovery capability.

Alternate (back-up) centers

In the event of a disaster to the production data center at SunGard in Austin, TX, the disaster recovery site in Smyrna, GA., will be used.

A backup electrical power system for the primary SunGard data center in Austin, TX, and the disaster recovery data center in Smyrna, GA., includes an uninterruptible power supply module, batteries and a turbo-charged diesel generator. We have installed environmental controls to protect both data centers.

2. In the event of an extended service outage, describe what provisions you make the City for direct costs incurred for the outage.

A complete off-site backup system is available for the Works Application environment in case of an interruption in service in the production environment. Our systems uptime is 99.96% over the past 10 years. While we do not anticipate any extended outage, in the event that there is one, we will work with the City to resolve any issues related to cost.

3. Indicate the level of on-site support available to the City if required.

Your Senior Card Account Manager, David Randolph, will be onsite for quarterly reviews of your card programs. If there is a situation or issue that needs to be escalated beyond the means of our servicing areas, it should be escalated to David, who will evaluate the situation and determine the best resources to address the issue.

4.5 Key Personnel

1. Describe your staffing model to assure the project is staffed with adequate, experienced personnel, capable of the successful accomplishment of work to be performed.

The bank is extremely strategic when selecting the staff to service our public sector clients. The associates are specifically trained to know and understand your line of business. Senior Client Manager Larry Glandon and Senior Treasury Solutions Officer Jeff Moore will be the City's main point of contacts for contractual and overall relationship questions. Upon award of contract, the City's card account will be assigned to your designated card account manager, David Randolph. Supporting the card account manager will be your Card Account Specialist, our Customer Call Center, the Technical Help Desk and Client Level Support teams. We commit to providing your cardholders and program administrator(s) the tools and ongoing consultative support needed to meet and exceed your program implementation goals.

Completing the team will be Julie Elliott, senior treasury solutions analyst, who works closely with Larry Glandon and Jeff Moore on treasury and overall account maintenance.

2. Describe your ability to maintain key project personnel in place for the duration of the project. Is there dedicated representative(s) assigned to the City for the duration of the contract?

While we try to maintain key project personnel in place for the duration of the project, there are circumstances, such as an employee choosing to leave the bank, that are outside of our control. As noted above, we have designated a Senior Client Manager, Senior Treasury Solutions Officer and Senior Treasury Solutions Analyst for your program. Additionally, upon the mandate of your program, we will designate a Card Account Manager who provides strategic program design, development and direction upon completion of implementation throughout the life of your program. The Card Account Manager functions as a consultative resource who will assist you in meeting and exceeding measurable goals critical to the success of your Card program. Additionally, he/she serves as a point of escalation for program issues.

3. In the event that key personnel are not available for work for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, what provisions do you have to notify the City to replace such personnel with personnel of substantially equal ability and qualifications?

In the event that a change in personnel is required, senior members of our staff will designate a replacement for the City's program and will communicate such changes to your Program Administrator. Our client facing staff averages 10-15 years experience in providing card services including account management and business development. Our staff members typically have an in-depth electronics payables experience and an extensive technical background. Staff members are industry focused and are assigned to clients of similar size and scope.

6. Additional Information

a. If there are any additional points you would like to make regarding your product that you have not been adequately covered by the preceding sections, please describe. In addition to the preceding points, Bank of America enriches client knowledge of the product and the industry in general by means of client conferences, webinars and trade shows.

Client national conferences

Bank of America proactively ensures all our clients are informed about industry developments by sponsoring a client conference, which occurs approximately every 18 months. It promotes educational opportunities using breakout sessions, roundtable discussions and general sessions that are designed to inform clients about new and ongoing developments in the commercial card industry.

A trademark of our conference is that many of these sessions are lead by subject-matter experts that are often invited to the conference by clients themselves. Additionally, the conference offers entry-level and advanced training sessions on our card-technology solutions, such as Works. We also use the conference as an opportunity to update attendees on our latest product features/enhancements through the product showcase.

Furthermore, one of the most valuable components of the annual conference is the chance for your personnel to network with card program administration professionals from other organizations. There are countless opportunities for clients to learn what peers are doing to address similar purchasing, travel and entertainment, and eProcurement issues, concerns, or needs. Following the conference, we find that many clients often use these new peer contacts to benchmark their current programs and seek new ideas that can add value to their current programs.

AZPSG Forum

In addition to national conferences, annually we hold an AZPSG Forum for participants to network and receive industry updates.

Webinars

We also offer several webinars throughout the year to help educate our clients on industry issues and product enhancements taking place in our organization.

Card industry conferences and trade shows

Bank of America is a frequent participant in many of the card industry's national conferences and trade shows, such as the National Association of Purchasing Card Professionals, Global Business Travel Association and the Association of Corporate Travel Executives. Along with these programs, we participate in numerous state and local government-oriented conferences that are both national and regional in scope.

Through our sponsorship and support of all of these conferences, we are able to extend the learning opportunities of card professionals. In addition, Bank of America strongly encourages our clients to not only participate but also to consider presenting at these conferences. This enables them to share with others the success that they have had with their own programs.

Financial Benefits

ePayables - Program analysis and results

Prepared for City of Tucson

9/20/2016

We are pleased to offer City of Tucson a proposal for the Bank of America Merrill Lynch ePayables virtual card solution.

This service will help you convert paper checks to more efficient and cost-effective electronic payments. Additional program benefits include:

- Reduced materials, labor and overall costs associated with disbursing payments
- A managed and facilitated electronic enrollment of suppliers
- Stronger relationships with key suppliers
- Greater visibility into your payment stream with robust reporting capabilities
- Enhanced transaction risk management and electronic payment fraud control

After analyzing the provided AP check spend file for your organization, we have identified the following opportunity for paper to electronic conversion¹:

Estimated ePayables opportunity	Targeted volume
Annual spend targeted for ePayables	\$ 53,359,028
Number of check payments converted	107
Annualized savings from check elimination	\$ 321
Value of float on annual spend	\$ 5,028
Potential incentive payout	\$ 265,252
Total ePayables financial benefit	\$ 270,600
% Annual spend targeted for electronic conversion	36%

The attached document provides an overview of the methodology used to determine your ePayables program opportunity, targeted spend value for a program at maturity, and detailed results from our analysis of your organization's AP check spend file. I look forward to discussing the results with you in greater detail.

Sincerely,

Bank of America Merrill Lynch

¹ Analysis results show volumes at program maturity. Information within this document is directional and should be used as a guide to size up a potential ePayables program or subsequent supplier enrollment campaign. Client review and confirmation is necessary to determine final supplier targeting and enrollment strategy. Ultimately, an organization's ePayables program growth may vary from estimates and will be directly related to how involved you are in the supplier enrollment process.

Step 1 - AP check spend file review and supplier segmentation

As the leader in the commercial card market, BofAML's data analysis process compares your organization's supplier list to our proprietary database of suppliers who are likely to be or currently are card-accepting. The results of our analysis are used to segment your supplier population into unique target groups for each payment type in order to maximize paper to electronic payment conversion.



A critical component to the ePayables service is supplier enrollment. BofAML offers ePayables clients the option to leverage in-house specialists to contact, educate, and enroll targeted suppliers to take virtual card as a form of payment. As part of your program onboarding process, our specialists will work with you to refine supplier targeting and define the most appropriate enrollment approach to maximize card acceptance. An ePayables technical implementation takes 60-90 days with supplier enrollment efforts potentially going beyond that timeline depending on your program's complexity and volume of suppliers targeted for virtual card payment. Note BofAML provides supplier analysis, targeting, and enrollment support for the life of your ePayables program.

Step 2 - Conversion assumptions



Based on BofAML's experience in enrolling suppliers for an ePayables solution, each supplier target group is assigned with a predicated success ratio. Listed below are definitions for the various supplier categories and respective conversion rates. Not all supplier populations are viable targeted for the ePayables solution.

Term	Definition	
Enrollment estimate	The amount of check spend targeted for ePayables conversion, based on BofAML's historical success rates and overall portfolio performance. Conversion rates are directly affected by the level of client involvement with supplier targeting, campaign preparations, supplier communications, and the overall enrollment process.	
Match Code ¹	Category	Conversion rate
R	Suppliers currently accepting ePayables from existing BofAML clients	60%
W	Suppliers currently accepting Purchasing Card from existing BofAML clients	38%
VMC	Suppliers currently accepting VISA/MC but with no known ePayables or Purchasing Card activity with BofAML clients	27%
TBD	Suppliers with high spend - requires direct client involvement for potential ePayables enrollment	-
P	Suppliers more suitable for Purchasing Card	-
X	Suppliers with negligible or unknown card acceptance; also includes suppliers on the 'do not call' list	-

Target supplier categories
for ePayables

¹ Individual suppliers with high annual spend may need one active client involvement to convert to card.

Step 3 - Results



The "Financial Benefits" tab summarizes the results of the supplier matching, targeting, and conversion rate analysis. Here you will find more detail on how an ePayables solution can benefit your organization. Various components of the analysis output are also integrated into the "Summary" and "Detailed Results" tabs. Extra detail on the calculations for each scenario can be found under the "Pricing, Definitions, Volume" tab.

ePayables - Financial benefits, analysis and results

Prepared for City of Tucson

9/20/2016

PAYMENT FILE ANALYSIS

Analysis results show volumes at program maturity. Industry benchmarking estimates the average virtual card program takes ~40 months to reach maturity. Your organization's ePayables program growth may vary and will be directly related to your involvement in the supplier targeting and enrollment process.

Payment file summary

Total check volume	11,213
Total number of suppliers	10,288
Total AP file spend	\$ 149,564,368
Annual spend targeted for ePayables conversion	\$ 53,359,028

Key conversion metrics - ePayables

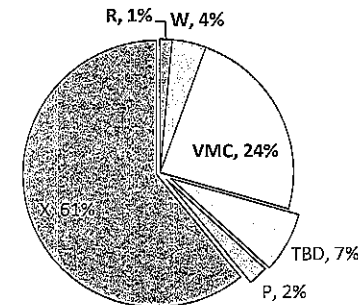
Number of checks targeted	107
Number of suppliers targeted	217
Targeted spend converted to ePayables*	\$ 16,682,488

Observations

Approximately 36% of your organization's AP spend file is targeted for the ePayables virtual card solution.

Converting target check spend to electronic payments may generate \$270,600 in financial benefits for your organization.

Recommended supplier targeting



- ☐ R ePayables accepting
 - ☐ W Purchasing Card accepting
 - ☐ VMC Visa/MasterCard accepting
 - ☐ TBD Client involvement necessary
 - ☐ P Better Suited for Purchasing card
 - ☐ X Unknown/negligible card acceptance
- Refer to "Methodology" tab for more detail on each supplier type.

FINANCIAL BENEFITS and OPPORTUNITIES

Number of checks targeted for ePayables	107
Annualized savings from check elimination	\$ 321
Value of float on annual spend	\$ 5,028
Potential incentive payout	\$ 265,252
Total ePayables financial benefit	\$ 270,600

Recommendations

While card is an efficient and cost effective alternative to paper based payments, it may not be acceptable by every supplier. Here are a few recommendations for maximizing your virtual card program:

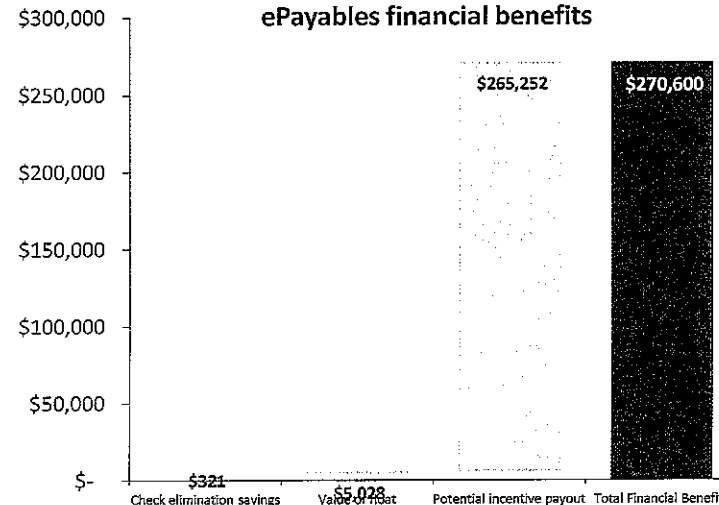
Ensure your payment strategy and payment terms structure promote card as a preferred method of payment.

Create and execute a supplier communications strategy that sells the value of card acceptance to your suppliers.

Identify strategic supplier relationships and consider more customized enrollment approaches to maximize card conversion.

* All values represent an ePayables program at maturity.

ePayables financial benefits



ePayables - Top 25 targeted suppliers

Prepared for City of Tucson

9/20/2016

Supplier List (TOP 25 BY A/P SPEND) ¹			
Supplier Name	Annual Amount	Transactions	Match Code
SENERGY PETROLEUM LLC	\$ 4,478,545	2	W
VANGUARD TRUCK CENTER	\$ 696,592	2	W
TRANSDEV	\$ 548,366	1	W
SMG	\$ 500,000	1	W
LAYNE CHRISTENSEN CO	\$ 493,275	1	R
INLAND KENWORTH	\$ 480,903	1	W
EMA, INC.	\$ 413,622	1	R
IPS GROUP INC	\$ 328,910	1	W
SABINO ELECTRIC INC	\$ 326,286	1	R
UNIVERSITY PHYSICIANS, INC	\$ 274,060	1	R
SAN DIEGO POLICE EQUIP	\$ 241,880	1	R
G4S SECURE SOLUTIONS INC	\$ 238,340	1	W
TRANSIT SOLUTIONS LLC	\$ 236,927	1	W
SANTA RITA LANDSCAPING	\$ 231,022	1	W
ESRI, INC.	\$ 205,374	1	R
ISS FACILITY SERVICES	\$ 203,908	2	W
THERMO KING WEST INC.	\$ 200,340	2	R
CARDNO INC.	\$ 199,428	1	R
ROTATIONAL MOLDING INC.	\$ 186,857	2	W
FREIGHTLINER	\$ 159,343	1	W
G4S SECURE SOLUTIONS	\$ 148,208	1	W
TERMINIX	\$ 147,330	2	R
PAINT INC	\$ 124,864	1	R
ORTHWEST LANDSCAPING	\$ 122,115	3	R
MOHAWK MFG & SUPPLY CO	\$ 111,944	1	R

¹ Individual suppliers with high annual spend may need more active client involvement to convert to card. These results are a starting point from which to design the best targeting approach for your supplier base. As part of your program on-boarding process, we will consult with you to finalize the optimal supplier targeting and enrollment approach.

ePayables - Results

Prepared for City of Tucson

9/20/2016

Based on an analysis of your organization's provided supplier and payment file detail, the following proposal summarizes the potential cost savings and incentive associated with converting costly paper checks to electronic card payments. The ePayables virtual card offering can significantly improve your cashflow in addition to generating sizeable processing efficiencies within your organization.

The scope of the ePayables virtual card service includes:

- Technical integration between your organization and the bank to enable you to send a single payment file containing all virtual card disbursement requests.
- Work with your organization to target and enroll suppliers to take the ePayables solution as a go forward method of payment.
- Live customer support for both general account and specific transaction inquiries.
- Improved transaction risk management when compared to check disbursements.

Summary - AP spend file content and high level results

Your organization's file was reviewed for check to electronic payment opportunities. All existing electronic transactions were removed prior to conducting this analysis unless instructed otherwise. Here is a high level summary of the initial file contents and what portion may be targeted for ePayables.

Payables file - summary and results	
Total # of transactions (checks)	11,213
Total number of suppliers	10,288
Total file spend analyzed	\$ 149,564,368
Total spend targeted for electronic payments	\$ 53,359,028
% spend targeted for electronic payments	36%

ePayables (Card) - specific results from the AP spend file analysis

Based on our targeting and planning with you, select suppliers will be approached to accept card payments via ePayables. With this electronic payment option, your organization can pay suppliers via dynamically-managed virtual credit card accounts, reducing your processing time and cost to produce paper checks.

The following results are based on BofAML's analysis of your organization's AP spend file. The "Targeted" ePayables program values represent what you may expect to achieve with nominal efforts. Many organizations choose to take a more aggressive approach to promote card as a preferred method of payment. As such, we've also provided an "Optimized" program potential for you to consider.

As you look to deploy an ePayables virtual card solution, our team of experts will work alongside your organization to determine the ideal supplier targeting and enrollment approach as well as ways to grow and extend use of card throughout the life of your program.

Supplier match analysis and financial benefits	Targeted*	Optimized*
Number of suppliers targeted for ePayables	217	217
Estimated annual spend converted to ePayables	\$ 16,682,488	\$ 23,768,193
Estimated number of annual payments converted to ePayables	107	153
Estimated percentage of annual check payments converted to ePayables	1%	1%
Per item cost savings	\$ 2.99	\$ 2.99
Cost savings from paper elimination	\$ 321	\$ 457
Value of float on annual spend	\$ 5,028	\$ 7,163
Potential incentive payout	\$ 265,252	\$ 377,914
Total estimated annualized ePayables benefit:	\$ 270,600	\$ 385,534

* All values represent an ePayables program at maturity.

ePayables - Opportunity assessment and pricing schedule

Prepared for City of Tucson

9/20/2016

Estimate good for 12 months from delivery date. Recommended to update analysis if original output is more than 6 months old.

Description	Amount	Comments
Saving per check migrated to electronic payment	\$2.99	Check costs that would be eliminated if checks are converted to electronic payments. Amount represents cost of check production, including direct expenses related to check production, mailing, etc. as well as related banking fees related to item clearing and reconciliation services. This is a conservative industry estimate assuming a highly automated check production process. Alternatively client provided check production costs may be used. Savings may be greater if reconciliation is automated 100%.
Total (non-payroll) AP check volume	11,213	Provided by the client used to calculate percentage of items converted by various payment vehicles. Existing electronic transactions removed unless otherwise instructed. Recommend using a full 12 months of payment data.
Total number of suppliers	10,288	Provided by the client and used to calculate percentage of suppliers converted to virtual card payments. Suppliers currently paid electronically removed unless otherwise instructed.
Total AP File Spend	\$ 149,564,368	Provided by the client and used to calculate percentage of spend converted to virtual card payments. Spend associated with suppliers currently paid electronically removed unless otherwise instructed.

ePayables (Card - electronic supplier payments) Note: These fees are incremental to the fees outlined below

Description	Targeted	Optimized	Comments
Number of suppliers targeted for ePayables enrollment	217	217	Number of suppliers targeted for check to ePayables virtual card payment conversion.
Total spend targeted for ePayables	\$ 53,359,028	\$ 53,359,028	Initial spend targeted for ePayables card conversion. Financial Benefits tab has more detail.
Number of transactions targeted for virtual card	107	153	Number of checks targeted for conversion to card. Financial Benefits tab has more detail.
Estimated converted spend to ePayables	\$ 16,682,488	\$ 23,768,193	Estimated check spend converted to ePayables based on historical BoFAML program performance. Financial Benefits tab has more detail.
Savings per check / transaction	\$2.99	\$2.99	Savings per transaction associated with check elimination.
Average days float on check (Default is 17 days or Net 10 payment)	17	17	Net 10 payment = invoice paid day 10 with additional 7 days to cover mail delivery and clearing.
Cycle days	30	30	Number of days in the billing cycle.
Grace days	14	14	Number of days after statement before payment is due.
Average days float on ePayables (Default is Net 10, cycle/grace)	39	39	Assumes client pays net 10 after receiving invoice = (Cycle/2) + Grace + Net
Additional days float	22	22	
APR on additional working capital	0.50%	0.50%	Adjustable based on how the client views value of additional working capital. Minimum value should be the Fed Funds rate (accessible via the link to the right). http://www.bankrate.com/brn/ratewatch/leading-rates.asp
Daily benefit of funds	0.00137%	0.00137%	
Value of float on annual spend	\$5,028	\$7,163	Calculation based on prior inputted values.
Basis points earned	159	159	Use table below to identify rebate value based on estimated program volume and desired cycle/grace period. Default is 30/25 but can be adjusted by sales depending on program need.
ePayables potential incentive payout	\$265,252	\$377,914	Calculated based on program volume and rebate basis point value from the table below.

ePayables rebate table

Annual Volume Tiers	Cycle days	7	14	14	30	30	30	30	30
Excludes Large Ticket	Grace days	3	3	7	3	7	14	20	25
\$2,000,000	\$2,999,999	77	70	66	63	59	52	45	40
\$3,000,000	\$4,999,999	80	73	69	66	62	55	48	43
\$5,000,000	\$9,999,999	92	85	81	78	74	67	60	55
\$10,000,000	\$14,999,999	100	93	89	86	82	75	68	63
\$15,000,000	\$19,999,999	110	103	99	96	92	85	78	73
\$20,000,000	\$24,999,999	112	105	101	98	94	87	80	75
\$25,000,000	\$49,999,999	122	115	111	108	104	97	90	85
\$50,000,000	\$74,999,999	127	120	116	113	109	102	95	90
\$75,000,000	\$99,999,999	132	125	121	118	114	107	100	95
\$100,000,000	+	137	130	126	123	119	112	105	100

Below ePayables fees are "as applicable"

• Late fee	Assessed if full payment not received by payment due date (2.5% of total balance due w/min fee \$250/max fee \$3,500)
• Finance charge	Assessed on outstanding balance if 2 cycles past due (Prime + 5%)
• Returned payment fee	\$29 per occurrence
• International transaction fee	2% of U.S. dollar amount

11	Ability to provide robust standard reports in a menu.		Y	X		Y	
12	Ability to create custom reports and save in the menu for future use.		Y	X		Y	
13	Provision for supporting Level 3 merchant reporting.		Y	X		Y	
14	Ability to report on custom fields		Y	X		Y	
15	Ability to export search results into various report formats	excel, word, pdf, csv	Y	X		Y	
16	Ability to report on inactive account numbers	Do you purge inactive or closed accounts? Explain	Y	X		Y	
Data Entry							
17	Ability to upload file attachments such as receipts, invoices, packing slips, etc.		N	X		Y	Size limitations 10MBs
18	Ability to access and enter information in a notes field	Enter and report on unique information related to transaction	Y	X		Y	Unlimited comment fields available
19	Ability to track and view who performed an action		Y	X		Y	Audit reports
20	Ability to create custom fields for data entry, query and reporting.	City requires creation of PO#/TO#, sales tax, reconciler, approver, tax exempt, no receipt, CMO approval, invoice #, admin notes, transaction notes. Disclose any limitations including quantity	Y	X		A	Some fields can be customize but have space limitations
21	Ability to create custom fields with no character limitation	Disclose limitations for this requirement	N		X	A	Some fields can be customize but have space limitations
22	Ability to print information entered into custom field in their entirety and not just what is displayed.		N	X		Y	
Reconciler/ Approver							
23	Ability to approve individual transactions by role		Y	X		Y	
24	Ability to approve mass transactions by role		N		X	Y	
25	Ability for reconciler and/or approver to change the account number(s) for a transaction	Describe if system can accept multiple account numbers for unique transactions	Y	X		Y	User roles can reallocate transactions
Integration/Mappe							
26	Ability to integrate with the City's CGI Advantage Version 3.8.02 ERP financial system.	Describe your experience.	Y	X		Y	
27	Ability to integrate with the City's CGI Advantage Version 3.11 ERP financial system with a go live date of September 2017.	Describe your experience.	N	Future		Y	

Support							
28	Ability to provide in system user documentation / training tools / online tutorials	Easy access to locate content	Y	X		Y	
29	Ability to access help documentation online that is specific to the webpage.		Y	X		Y	
30	Ability to access help documentation online that is specific to a section or word.		Y	X		Y	
31	Ability to access "Live Chat".		N		X	A	Contacts icon appears at the top of the page and lists all service phone numbers
32	Ability to add definitions for custom defined fields		N	X		Y	GL fields
33	Ability of system to display definition/entry instructions when user hovers on word		N	X		A	Works system has an online help feature with smart search and glossary
Call Center Support							
34	Ability to provide administrative customer support Monday through Friday from 8:00 am to 5:00 pm Az Local Time		Y	X		Y	
35	Ability to provide 24/7 cardholder support and immediate resolution		Y	X		Y	
36	Ability to provide 24/7 fraud protection/alert/resolution support	What is your action on card? What is your communication to agency program administrator?	Y	X		Y	
System Support							
37	Provision for minimal down Time - Unscheduled	Problem down time should last no longer than 30 minutes - how quickly vendor can get system up after issue or failure	Y	X		Y	Notifications are sent to Program Administrators
38	Provision for notification and status of unscheduled downtime on home page		Y	X		Y	Notifications are sent to Program Administrators
39	Provision for minimal down Time - Scheduled Maintenance	Downtime due to updates etc. should be done during off business hours. System should be fully functional by open of next business day	Y	X		Y	During software enhancement releases works user are advised that Works will be unavailable from 10 p.m. on Saturday night until 8 p.m. Sunday night. Our actual experience is that the application is made available between 4-5 p.m. on Sunday.
40	Provision for advanced notification of scheduled downtime on home page.		Y	X		Y	Users will be notified at least two weeks in advance of any scheduled release.
Administrative							
Search and Report							
41	Ability to search and report on all transactions declined by date range		Y	X		Y	

42	Ability to schedule reports to auto-run daily		Y	X		Y	
43	Provision for searching by first name, last name, account number, departments, hierarchy ID, user ID and free form fields to narrow search results		Y	X		Y	
Chart of Accounts							
44	Ability to create a Universal Hierarchy to access complete system	Permissions granted to Administrators (Finance and Procurement)	Y	X		Y	
45	Ability to create custom defined Agency Hierarchy to access transaction system	Permissions granted to reconcilers and approvers (Agency, Department, Divisions)	Y	X		Y	
46	Ability to inactivate general ledger account numbers		N	X		Y	
47	Ability to assign a default general ledger account number for transactions	Requires entry in hierarchy order of Fund, Department, Unit, Object, Activity and Program.	Y	X		Y	
Permission and Roles							
48	Ability to assign unique, multiple roles without compromising controls	A single user might have responsibilities in multiple departments as well as multiple roles. An example is a user who has access to all cardholders and is a reconciler and approver for multiple departments.	Y	X		Y	
49	Ability to create unique, defined roles for users to include Administrative, Financial and Reporting (Auditor)		Y	X		Y	
50	Ability for single user to have access to multiple roles with a single login.		Y	X		Y	
4.5.6.10/							
51	Ability to electronically order cards for department or employee via the online purchasing card system.	Describe the procedure and the information required	Y	X		Y	
52	Ability to assign hierarchy code during application process		Y	X		Y	
53	Ability to assign User ID (employee login)		Y	X		Y	

CITY OF TUCSON REQUEST FOR PROPOSAL

CITY OF TUCSON REQUEST FOR PROPOSAL
INCLUDING ANY AND ALL ATTACHMENTS
ISSUED TO MODIFY THE RFP. (VISIT
WWW.TUCSONPROCUREMENT.COM VIEW
AND DOWNLOAD)

**BANK OF AMERICA CORPORATE CARD
SERVICE AGREEMENT – FINAL.**

Bank of America Corporate Card Service Agreement

This Bank of America Corporate Card Service Agreement (the "Agreement") is made by and between Bank of America, N.A., a Bank of America company, ("Bank of America"), and City of Tucson ("Company") and shall be effective upon the signature of the Offer & Acceptance Page (RFP #151574) by the City of Tucson. ("Effective Date").

The terms "we", "us" and "our" refer to Bank of America. The terms "you" and "your" refer to Company.

With our Corporate Card Services you are allowed to open Card Accounts for your business purposes. You may select one or more of the following card programs: purchasing card program, travel and entertainment card program, accounts payable card program or fleet card program, and the ancillary services set out in Section 18 of this Agreement (each a "Service", collectively, the "Services"). You may begin using a Service once we have approved such use and we have received all required and properly executed forms and you have successfully completed any testing or training requirements. Whenever you use a Service, you agree to be bound by this Agreement, as amended from time to time, and to follow the procedures in the applicable Materials.

1. DEFINITIONS

AML/Sanctions Laws. All applicable laws relating to client identification, the prevention of money-laundering, terrorism, the use of proceeds of crime, economic or political sanctions, including Sanctions, and any other similar matter.

Applications. Proprietary Software and/or Materials accessed through our digital platforms or through any of our third party vendor sites; and any related services used to provide the Services, including (i) the Global Reporting Management System ("GRAM") hosted by MasterCard, (ii) a pin platform run by us, (iii) a payment center for US cardholders run by Total Systems, (iv) the Works System, and (v) any other third party vendor we may use from time to time.

Billing Statement. The official invoice provided to you, Participant and/or Cardholder which identifies each Transaction posted during the billing cycle, the date of each Transaction and the applicable fees and charges, payment amount due and Payment Due Date.

Business Day. Each day on which we are open for business related to the Services.

Card. Each plastic charge card which we issue for your Card Account using a Service.

Card Account. Each MasterCard® or Visa® account which we issue to you or to a Cardholder with respect to a Service, including a Cardless Account.

Card Administrator. One or more individuals designated by you in writing, as our primary contact for the Card Accounts, who is authorized to take actions necessary or appropriate to maintain the Card Accounts, including without limitation designating persons to receive Card Accounts, receiving communications from us related to the Card Accounts, requesting the closure of Card Accounts and otherwise communicating with us with respect to the Card Accounts.

Cardholder. Your employee or any other person who you designate in writing and who we approve to receive a Card. If you or a Cardholder makes a Card Account number, Convenience Check, or a number associated with a Cardless Account available to another party, that person will also be considered a Cardholder.

Cardless Account. An Account for which we assign only an account number, but no Card is issued.

Cash Advance. Use of a Card Account to obtain cash from a participating financial institution, merchant or Automated Teller Machine, to write a Convenience Check or to obtain items readily convertible into cash, such as money orders, travelers checks, foreign currency, lottery tickets, casino chips and race-track wagers.

Confidential Information. All information concerning or relating to a party or any of its affiliates, employees, agents or representatives, including:

- i. a party's business practices and strategies or information concerning business practices or strategies, including any documents prepared by a party or any of its employees, agents or representatives (including lawyers, accountants and financial advisors); and
- ii. any other information which is manifestly confidential by virtue of its nature or description or which a party expressly designates as being confidential.

Convenience Check. A check which we may provide to you, upon your request, to draw on a Card Account.

Data Protection Laws. Collectively, all U.S. national and state laws or regulations, the EC Data Protection Directive (Directive 95/46/EC), the United Kingdom Data Protection Act 1998, and all other applicable laws regarding the collection, use, storage, transfer and processing of data relating to individuals (or, where applicable, legal persons). The term Data Protection Laws includes any laws, regulations or decrees promulgated by a financial regulator governing the use and/or disclosure of customer data, including bank secrecy obligations.

Data Protection Authority. The competent authority for regulating the processing of Personal Data in a relevant jurisdiction.

De-identification or De-identified. Removing, obscuring, masking, or obfuscating enough Personal Data from a record to ensure that the remaining information does not directly or indirectly identify an individual.

E-Commerce Laws. All applicable laws for or on the regulation of commerce and business via electronic means.

Extended Workforce. Any of our subcontractors or vendors with access to Personal Data.

Financial Services Industry Best Practices. The standards, policies and practices generally used in the commercial card issuing business by banks of comparable size and scope to us, including appropriate mitigating controls.

Grace Days. The number of days after the Billing Statement closing date within which payment is due.

Guarantor. A person or entity, other than you or a Participant, that agrees to assume responsibility for the obligations of this Agreement, including payment of any amounts owed.

Information Processing System(s). The individual and collective electronic, mechanical, and software components of our and our Extended Workforce's operations that store, access, process or protect data related to the Services.

Information Security Event. Any situation where there is an actual or strong likelihood of the unauthorized acquisition or unauthorized use or disclosure of Personal Data such that (i) there is a reasonable likelihood of material harm to a Cardholder or (ii) there is a reasonable likelihood of identity theft or fraud against an individual as determined by us, using Financial Services Industry Best Practices assessment criteria.

Information Security Policy. Our information security policy, which may be amended from time to time by us in our discretion.

License. A non-transferable, nonexclusive, worldwide, revocable, limited license to access and use the Applications and any related services, in a manner intended for authorized use, and to the extent authorized by us.

Materials. The Software, user identification codes, passwords, codes, keys, test keys, security devices, embedded algorithms, digital signatures and certificates, other similar devices and information, User Documentation and related documentation we provide to you in connection with the Services.

Participant. A Subsidiary, affiliate or division of yours which you designate in writing on a Participant Account Form and which we approve, for us to issue a Card Account with its own account number. A Participant Account Form, upon completion by you and approval by us, will be made a part of this Agreement.

Payment Due Date. The payment due date shown on the Billing Statement which date shall be the last day of the Grace Days.

PCI-DSS. The Payment Card Industry - Data Security Standard as amended from time to time and any successor standard adopted by the payment card industry establishing security standards for payment cards.

Personal Data. Means (i) any "non-public personal information" as such term is defined under Title V of the U.S. Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq. and the rules and regulations issued thereunder; (ii) any "personal data" as defined in EU Directive 95/46/EC or any equivalent or similar concept of personal data or personal information under any applicable law; or (iii) any other information that can specifically identify an individual, such as name, address and social security number ("SSN"), together, in each case, with any other information that relates to an individual who has been so identified.

Program Data. Any Software, Materials, data, technical assistance, training and related technical data, and any media in which any of the foregoing is contained.

Sanctions. Any sanctions administered or enforced by the United States Government (including the U.S. Department of the Treasury's Office of Foreign Assets Control), the United Nations Security Council ("UNSC"), the European Union ("EU"), Her Majesty's Treasury ("HMT"), or any other relevant sanctions authority.

Software. Web-based applications accessed via a Website and/or the programs and data files provided by us for use on a computer in connection with the Services.

Subsidiary. Any entity in which more than 50% of the ownership interest is owned, directly or indirectly, by you. The term "Subsidiary" does not include affiliates or other entities in which 50% or less of the ownership interest is owned, directly or indirectly, by you.

Transaction. The purchase or reservation of goods or services or a Cash Advance made or facilitated by use of a Convenience Check or Card account.

Unauthorized Use. Use of a Card Account, Card or Convenience Check by a person (i) who is not your Cardholder, employee or agent, (ii) who does not have actual, implied or apparent authority to use the Card Account, Convenience Check or Card and (iii) whose use does not benefit you directly or indirectly. Any use of a Card Account, Convenience Check or Card after the Agreement has been terminated for any reason shall also be considered Unauthorized Use.

User Documentation. Any written information we provide you, including information in electronic format, as amended from time to time, which contains detailed instructions regarding the use of a Service. Current User Documentation is available upon your request.

Website. Any internet website and/or online access channel for use in accessing the Services.

Workforce. Our employees with access to Personal Data.

2. OUR OBLIGATIONS

2.1 Card Accounts. We will open Card Accounts upon your request which Cardholders may use to conduct Transactions for your business. All Transactions made on a Card Account are considered authorized by you unless we receive and have had a reasonable period of time to act upon written notice from you that the Cardholder is no longer authorized to use the Card, Convenience Checks or the Card Account.

Upon your request, we may also provide Convenience Checks with respect to your Card Accounts. At your request, we may also establish a Cardless Account. If you so request, we will provide to the Cardholder, at the address you or the Cardholder specifies, a Billing Statement reflecting the Cardholder's use of the relevant Card Account. We may deny authorization of any Transaction if we suspect fraudulent activity or Unauthorized Use or for any other reason. Notwithstanding anything to the contrary in the "Limitations of Liability" section of this Agreement, we will not be liable for any failure to authorize a Transaction.

2.2 Qualifications. We are responsible only for performing the Services expressly provided for in this Agreement. We may contract with an outside vendor in performing the Services, however we will remain responsible for their performance under the Agreement.

2.3 Compliance with law. We will provide the Services in a manner which is materially compliant with all laws to which we may be subject (including all AML/Sanctions Laws). We represent and warrant to you on and as of each day on which we provide a Service to you that our performance of our obligations will not materially violate any law applicable to us or facilitate illegal Transactions in the United States.

2.4 OFAC. We will implement systemic protocols to decline attempted Transactions that would violate Sanctions, or that would result in a violation by any person (including any person participating in the Transaction, whether as advisor, investor or otherwise) of Sanctions. We will monitor activity on you and your Participant's Card Accounts for activity that may be expected to lend, contribute, or otherwise fund any activities of a business or person in countries subject to Sanctions and may review such activity with you as may be necessary.

2.5 External Fraud. We will assume the financial liability for all external fraud if you, a Participant or Cardholder has not authorized or participated in the specific Transaction. If there is internal fraud or collusion we offer misuse insurance to help you with recovery from card networks.

3. YOUR OBLIGATIONS

3.1 Use of accounts. You shall use each Card Account solely for your business purposes in accordance with the terms of the relevant Service.

3.2 Obligation to pay. You shall pay for each Transaction, regardless of its purpose or whether you signed a sales draft or received a receipt. In addition, you shall pay our fees and charges as set forth in the schedule of charges currently in effect for you.

3.3 Status of Cardholders. You represent and warrant to us that each Cardholder is a current employee or agent of your company. If a Cardholder ceases to be your employee or agent, you must immediately inform us and destroy or return to us as soon as practicable the Card allocated to that Cardholder.

3.4 Your ability to perform your obligations. Company financial information is available at <https://www.tucsonaz.gov/finance> for the purpose of reviewing Company ability to perform its obligations. You represent and warrant to us that, on the date of the Agreement and on each day that you use the Services or provide any information, all such information about your employees, agents and your company is true, accurate and complete.

3.5 Verification of details. You and each Cardholder will check to ensure that the information embossed on each new Card or printed on each Convenience Check is correct, and you will contact us immediately if there is an error.

3.6 Change in Card Administrator. You must give us prompt written notice of any addition, change or elimination of a Card Administrator.

3.7 Security of your data. You are responsible for protecting and maintaining the security and confidentiality of your data and the data of your Cardholders (including any and all user IDs, passwords and card personal identification numbers (PINs) issued in connection with a Service), for ensuring that it is adequately backed-up and that no person makes such data available to any other person or for any unauthorized purpose. We are not responsible for your loss of your data or the data of your Cardholders that is not maintained on our or our vendors' systems.

3.8 Compliance with law. You must comply, and you must ensure that your Cardholders and all Transactions comply, with all laws to which you, that Cardholder or that Transaction may be subject, including all AML/Sanctions Laws. You must do all things and provide all information which we may request from you to allow us to comply with our obligations under any AML/Sanctions Laws, including (if necessary) providing us with any information required to establish and verify the identity and background of any Cardholder. You represent and warrant to us on and as of each day on which we provide a Service to you that your performance of your obligations will not violate any law or facilitate illegal transactions, including those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq.

3.9 OFAC Covenant. You covenant that you will not use or permit any Cardholder to use, any Card, Cardless Account, Cash Advance or Convenience Check to transact, lend, contribute, or otherwise make available funds to any Subsidiary, joint venture partner or other individual or entity ("Person"), to fund any activities of or business with any Person, in Cuba, Iran, North Korea, Sudan, Syria, or in any country or territory, that, at the time of such funding, is the subject of any Sanctions, or in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as advisor, investor or otherwise) of Sanctions.

3.10 Binding on Participants. If you are a Participant, you agree and acknowledge that the Company has executed the Agreement for and on behalf of you, and that by using the Services, you agree to be bound by all provisions of the Agreement, including this Agreement and authorize the Company to take any and all actions on your behalf in respect of the Agreement.

4. CREDIT LIMITS

4.1 Credit limit. For each Service, we will establish one total credit limit for all your Card Accounts issued to the Company and all Participants. The Company shall determine an individual credit limit for each Cardholder Account which is part of any of your Card Accounts issued to the Company and all Participants. The individual credit limits for each Cardholder Account, when aggregated, may exceed the total credit limit for all Card Accounts issued to the Company and all Participants. However, this will not increase the total credit limit. Upon your request and if approved by us, we may increase the total credit limit or any individual limit. We may decrease the total credit limit or any individual limit in our reasonable discretion.

4.2 Transactions exceeding the credit limit. You agree not to incur obligations which would cause the total credit limit for all your Card Accounts to be exceeded. We will make available online tools and standard reporting for you to monitor cardholder activity. If you do exceed the total credit limit for all of your Card Accounts, we may refuse any Transactions on all of your Card Accounts. We also may require the entire balance owing on your most recent Billing Statement to be immediately due and payable before we allow for further use of your Card Accounts. If an individual Card limit is exceeded and that individual Cardholder Account is individually billed, we may (i) refuse any Transactions as applicable on that Cardholder Account until a payment is made to reduce the balance below the individual Cardholder's credit limit or until you increase that Cardholder's credit limit; and/or (ii) charge you a fee as set out in the schedule of charges currently in effect for you.

5. TRANSACTIONS IN OTHER CURRENCIES

5.1 Currency conversion. If you make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction. The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate.

5.2 International Transaction Fee We may add a fee to the U.S. dollar amount of any Transaction that is made in a foreign currency (the "International Transaction Fee"). The International Transaction Fee is set forth in the schedule of charges currently in effect for you.

6. DISPUTES WITH MERCHANTS AND SUPPLIERS

6.1 Disputes with merchants and suppliers. We will have no liability for goods or services purchased with, or for a merchant's or supplier's failure to honor purchases made with, or for a merchant's or supplier's failure to deliver goods or services purchased using, a Card Account, Convenience Check or Card. If you have any questions, problems or disputes concerning the quality of any goods or services purchased using a Card Account, Convenience Check or Card, a purchase price discrepancy, warranty or other performance issues or any other purchase matter, you must contact

the merchant or supplier directly. You may not rely on any claim or dispute concerning the purchase of goods or services using a Card Account, Convenience Check or Card as a reason to avoid your payment obligations under the Agreement.

Notwithstanding the foregoing, where we process any request for a Transaction refund through a card network on your behalf, which for the avoidance of doubt shall be processed in accordance with the operating rules and regulations of such card network, you agree that in a dispute with a merchant or supplier, we will be subrogated to your rights and each Cardholder's rights against the merchant or supplier and you will assign (and cause the Cardholder to assign) to us the right to assert a billing error against the merchant or supplier. You will, and will cause the Cardholder to, do whatever is necessary to enable us to exercise those rights. We may reverse from any Card Account any Transactions relating to the dispute.

6.2 Authorization for Transactions. A merchant or supplier may seek prior authorization from us before completing a Transaction. If you advise us in writing that you desire to restrict Transactions to merchants falling within certain categories we designate in our User Documentation, we will take reasonable steps to prevent authorization of Transactions from other types of merchants. We, however, will not be liable to you if merchants or suppliers nonetheless accept a Card, Convenience Check or Card Account for other types of Transactions, or if authorization for a Transaction is not given. We may also refrain from authorizing a Transaction for any reason whatsoever in our reasonable discretion.

6.3 Forms of Consent. If a transaction is made using a Card or an account number, you need to consent to the transaction (whether by a Cardholder giving consent or otherwise) so that we can make sure that it is genuine. A transaction can be consented to by:

- i. using a Card with the relevant card PIN or a signature;
- ii. using the account number and other details requested;
- iii. presenting a Card to the supplier's terminal if the transaction is made using contactless technology; or
- iv. such other means as you and we may from time to time agree.

We may deem Transactions which have not been consented to in one of the above manners to be unauthorized and we may decline to process such Transactions. This is in addition to any other rights we have to decline Transactions.

7. CONVENIENCE CHECKS

If we provide Convenience Checks with regard to a Card Account, they may not be used to make payment on the Card Account. We may pay a Convenience Check and post its amount to the Card Account regardless of any restriction on payment, including a Convenience Check that is post-dated, that states it is void after a certain date or that states a maximum or minimum amount for which it may be written. Once paid, Convenience Checks will not be returned to you or the Cardholder.

If you wish to stop payment on a Convenience Check, you must call us at the customer service number shown on your Billing Statement and provide such information as we request or is required under the relevant User Documentation. We will stop payment if we receive your request on or before the Business Day before the Business Day on which we would otherwise pay the Convenience Check. The date on which we would pay a Convenience Check may be prior to the date it would post to your Card Account. A stop payment order will remain in effect for up to six months.

8. CARDLESS ACCOUNTS; ACCOUNTS NOT IN NAME OF INDIVIDUAL

We may, at your request, establish a Cardless Account or establish a Card Account with a designation which is not an actual individual, including, without limitation, designation of a vehicle identification number, license number, department name or "Authorized Representative" on the Card Account. You may provide the number associated with the Cardless Account to your Cardholders. You agree to be solely responsible for the use of any such Cardless Account or Card Account, including, without limitation, any Unauthorized Use.

9. STATEMENTS

9.1 Issue of statements. We will provide to the Card Administrator, or other person you designate in writing to us, a Billing Statement which will identify each Transaction posted during the billing cycle and the date of the Transaction. The Billing Statement will also list any applicable fees and charges for a Service. If you have requested a Card Account for travel and entertainment Transactions, we will provide, upon your request, an additional copy of the Billing Statement covering such use of the relevant Card Account to the appropriate Cardholder at the address which you or the Cardholder provides to us. You agree that we may provide Billing Statements or make Billing Statements available by electronic means, including by way of electronic mail or a Website.

9.2 Review of statements. Once you receive a Billing Statement, you must review it and notify us by telephone (using the appropriate telephone number set out in the Billing Statement), electronic mail, or other method that may be agreed upon by you and us, of any Transaction appearing on that statement which you consider may have resulted from any Unauthorized Use. You must give us this notice as soon as practicable but in any event not later than 60 days after you receive the Billing Statement. If you opt to have individual statements sent to individual Cardholders, you must ensure that each relevant Cardholder complies with the provisions of this Section 9.2. Subject to the requirements of any applicable laws, if you do not (or if a relevant Cardholder does not) give us notice in accordance with this Section 9.2, we may not be liable to refund any amounts relating to that Transaction.

10. PAYMENT OF CARD ACCOUNTS; SET-OFF

10.1 Payment of statement amount. You will pay, or ensure that the relevant Cardholder pays on your behalf, to us the total amount shown as due on each Billing Statement on or before the Payment Due Date shown on the statement. If we do not receive payment in full by the specified due date, in addition to our other rights, we may assess a late fee and finance charge as set forth in the schedule of charges currently in effect for you. You have no right to defer any payment due on any Card Account. For the avoidance of doubt, if individual billing applies, we will collect from you for any amount due which is not paid by a Cardholder.

10.2 Service fees. You will pay us for a Service according to the schedule of charges currently in effect for you, except as we agree otherwise (in writing) from time to time.

10.3 Electronic management information fees and charges. You will pay us for Software support in excess of that contemplated in the Section 16 (Application License) of this Agreement. The charges for such extra support will be as specified by us before such charges are incurred or as otherwise agreed by you and us from time to time in writing.

10.4 Account identification. If you or any Cardholder makes any payment to us in connection with a Card Account, you must, or ensure that they must, at the same time provide us with either the account number or the Card number. We shall not be liable for any delay in crediting any such payment or recording any Transaction, or for failing to do so, where this information is not provided to us in accordance with this Section 10.4.

10.5 Payment method. Unless otherwise agreed by us, payments must be made using an Automated Clearing House (ACH) service. As specified by you, we may initiate ACH debits to any deposit account at any financial institution. If you arrange for direct payment by Cardholders, such an arrangement will not change your responsibilities under the Agreement, including your obligation for payment.

10.6 Set-off. You grant to us a security interest and contractual right of setoff in and to all deposits now or subsequently maintained with us or any of our affiliates or subsidiaries. In connection with that grant, you authorize us to enter into an agreement with our affiliates authorizing, upon the occurrence and continuance of non-payment, the disposition of any such deposits to satisfy all liabilities incurred in connection with a Service, without your further consent. The grant of this security interest shall survive termination of a Service.

10.7 Transactions outside normal processing hours. If we receive any payment from you or a Cardholder in respect of any statement amount outside our normal processing hours to which that payment relates, that payment shall be deemed to have been received by us on the next Business Day. We will provide you with a list of our normal processing hours upon your request.

10.8 Credit balances not permitted on a Card Account. You are not permitted to have a credit balance on any Card Account. If any such credit balance arises (for example, by a refund), then in addition to our rights of set-off, we may retain the credit balance in or towards prepayment of any amount you owe us in the future under the Agreement, or if the amount of the credit balance is material we may, at our option, pay it to you using any method mutually agreed upon between you and us. You also may request that we refund such credit balances to you. We will not use the credit balance in any way which is not set out in Section 10.6 above and this Section 10.8.

11. LOST OR STOLEN CARDS; UNAUTHORIZED USE

11.1 Unauthorized Use. We may refrain from authorizing any Transaction:

- i. if we suspect that the Transaction is or might be fraudulent or unlawful or for the purpose of any fraudulent or unlawful activity;
- ii. if we suspect that the Transaction constitutes or might constitute Unauthorized Use; or
- iii. if to authorize that Transaction would cause us to breach any law (including any AML/Sanctions Laws by which we must abide).

11.2 Failure to authorize. Subject to applicable law, we will not be liable to you if we or any other party fails to authorize or declines any Transaction for any reason. If a Transaction is not authorized or declined, you may seek, and we will provide, reasonable assistance in investigating and resolving the declined or unauthorized Transaction.

11.3 Reporting a loss, theft or unauthorized use; assisting with investigations. In the event of a possible loss or theft of a Card, Convenience Check or Card Account or possible Unauthorized Use, you will give us notice by telephone to the numbers set forth in the User Documentation. You agree to give us this notice as soon as practicable but in any event no later than the Business Day after discovery of the known or suspected loss or theft or Unauthorized Use. If notice as provided in this paragraph is given and you assist us in investigating facts and circumstances relating to the loss, theft or possible Unauthorized Use, including without limitation obtaining an affidavit or similar written, signed statement from the Cardholder, then you will not be liable for Transactions resulting from Unauthorized Use. If we have issued fewer than ten Card Accounts to you, your liability for Transactions by a person who does not have actual, implied or apparent authority to use the Card, Convenience Check, or Card Account and whose use does not result in a direct or indirect benefit to you will not exceed \$50 on each Card.

12. LICENSE TO USE YOUR MARKS

Upon your request, we may place your trademark, tradename, service mark and/or designs ("Company's Marks") on the Cards and collateral materials. You will provide the graphics to us in sufficient time to allow for review and approval by us and, if necessary, the respective card

association. You grant to us a non-exclusive license to use, during the term of the Service, Company's Marks on the Cards and on other materials related to the Card Accounts. If, as you request, we place your Company Marks on the cards or collateral materials, you must pay us in advance any agreed fees, and you agree that the indemnity under the "Protection from Third Parties" section of this Agreement covers any claim that the use of any Company Marks infringes the intellectual property right of any third party.

13. EXTENSION OF CORPORATE CARD SERVICE TO AFFILIATES

Upon your request and submission of a Participant Account form, we may approve one or more affiliates of which you are majority owner for participation in a Service. Each participating affiliate will have the same rights and obligations as you except that no separate charge limit will be assigned. Your charge limit will apply to Transactions on all Card Accounts, including those of your participating affiliates.

You may terminate an affiliate's participation by giving us written notice and a reasonable time to act on such notice. If an approved Participant is, or will no longer be, majority-owned by you, you agree to notify us immediately, and we may immediately terminate the Card Accounts of such Participant.

14. GOVERNING LAW

The Services are governed by the laws respecting national banking associations and, to the extent not covered by those laws, by the laws of the State of Arizona, without reference to that state's principles of conflicts of law, regardless of where you reside or where a Cardholder uses a Card Account.

15. TERMINATION

15.1 Termination upon notice. You or we may terminate the Agreement or a Service upon 60 calendar days prior written notice to the other party.

15.2 Termination upon specific events. Notwithstanding the previous sentence, we may terminate the Agreement or a Service effective immediately, and we will send you notice of the termination if any of the following occurs with respect to you, a Participant or a Guarantor:

- You fail to pay as and when due (whether upon demand, at maturity or by acceleration) or you breach any of the terms and conditions in this Agreement or any other agreement with us or any of our affiliates or subsidiaries;
- You enter or are placed into liquidation, insolvency, administration, receivership, administrative receivership, bankruptcy, reorganization or any other similar procedure (other than in the context of a solvent re-structuring), or any step is taken to do so, or you cease to carry on all or a substantial part of your business or dispose of all or a substantial part of your assets;
- You experience a material adverse change in your financial condition or your ability to perform your obligations under the terms and conditions in this Agreement;
- Any guaranty of your obligations to us terminates, is revoked or its validity is contested by the Guarantor, or any of the events set forth in the above five bullet points attributable to you occur to the Guarantor unless we have agreed to the cancellation of such guaranty;
- You merge or consolidate with or into another entity, and you are not the surviving entity;
- We determine that any representation or warranty made to any of our affiliates or subsidiaries in any agreement is or was, when it was made, untrue or materially misleading;
- You fail to comply with any material law or regulation controlling your operation, including any AML/Sanctions Law;

15.3 Consequences of termination. Upon any termination of a Service or the Agreement as a whole for any reason set forth in section 15.2: (i) the entire balance outstanding on all Card Accounts with respect to that Service or the Agreement shall, at our option, become immediately due and payable; otherwise your payment will be due in accordance with the agreed upon payment cycle including any grace period; and (ii) you will immediately destroy, and will instruct all Cardholders to immediately destroy, all Cards and Convenience Checks. You will continue to be responsible for paying all Transactions on all of your Card Accounts. After termination, you and all Cardholders will make no new Transactions on any Card Account. If, however, such Transactions are made, you will be liable for each of them.

15.4 Return/deletion of materials and software. If a Service you are using is terminated for any reason, you will do the following:

- Immediately stop using any Materials relating to the terminated Service;
- If applicable, erase or delete any Software we have provided relating to the terminated Service to the extent it is stored in your computers; and
- At our option, either return to us or destroy all Materials relating to the terminated Service and certify to us that you have done so.

These obligations will continue after a Service you are using has been terminated.

16. APPLICATIONS LICENSE

16.1 Application of this section. The terms of this Section govern the provision and use of the Applications. Your use of the Applications and any related services means you have read, acknowledge and agree to the terms and the conditions of this Section. We are entitled to grant you licenses (including to your affiliates and Subsidiaries) to access and use the Applications.

16.2 License. The license granted under this Section is a non-transferable, nonexclusive, worldwide, revocable, limited license to access and use the Applications and any related services in accordance with the terms of this Section, in a manner intended for authorized use, and to the extent authorized by us (the "License"). Software provided by a third party may be subject to separate license terms, including "click-wrap" terms that you will be required to agree to in order to utilize such services. The License shall terminate upon the occurrence of any one of the following events: (i) the Agreement is terminated for any reason; or (ii) this License is terminated pursuant to Section 16.11 below. Additionally, unless such use is promptly stopped after we have notified you of it, we reserve the right to revoke the License granted hereunder if you use the Applications and any related services in an illegal or unauthorized manner, including in contravention of these terms. We reserve the right to suspend your access to, and use of, the Applications upon prior written notice of a violation of any of these terms. In addition, we may suspend your access to, and/or use of, the Applications immediately without notice where such action may be required to prevent interference with or disruption to services to our other customers, to protect the integrity of our systems, or as may be required by law or regulation.

16.3 Disclaimers. THE APPLICATIONS, RELATED SERVICES, AND INFORMATION PROVIDED PURSUANT TO THE APPLICATIONS ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE AND OUR THIRD PARTY PROVIDERS HEREBY EXPRESSLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES.

16.4 Modifications. We may modify, withdraw or suspend the Applications or any part of it without notice at any time provided that such modifications are generally provided to all customers of such Services and do not significantly impair the use or operation of the Service.

16.5 Protection of Software. The Software and all copyright, patent, trademark, trade secret and other rights in them are and will remain the exclusive property of us or our licensors. All such intellectual property in the Software and the related services is protected by applicable copyright, patent, trademark or other intellectual property law. The entire content of the Software is subject to our and our third party providers' intellectual property rights, including copyright with all rights reserved. You acknowledge that the License does not convey or grant any intellectual property or other proprietary right to you, except for the limited license granted hereunder. You will follow our instructions concerning access to the Software through our third party vendor platforms. You will ensure that all Participants and Cardholders comply with instructions provided by us and are responsible for any and all acts and omissions of Participants and Cardholders. You further agree not to engage, and will ensure that your employees and agents do not engage, in unacceptable use of the Applications, including the following activities: (i) creating a false identity or otherwise attempting to mislead any person as to your identity or the origin of any communication transmitted through the Applications; (ii) using accounts, account numbers, or attempting to authorize transactions through accounts for which you do not have full authority to conduct such activities; (iii) disseminating or transmitting any materials or messages that do not pertain to the intended use of the Applications or that contain anything that is obscene, defamatory, harassing, offensive, or malicious; (iv) disseminating or transmitting files, graphics, software, or other material that actually or potentially infringes the intellectual property right of any person or entity; or (v) interfering with, disrupting, or attempting to gain unauthorized access to information or other accounts through the Applications hosted by us or our third party vendors and made accessible to you. We may rely on the instructions of any Authorized Users and we will have no liability following any such instruction. You are responsible for all actions taken by Authorized Users with regard to the Applications.

16.6 Accessibility - Your computer systems. Subject to the terms of this Section 16, we will make the Applications available over either the internet or through an intranet site to allow you to electronically and remotely access the Applications. You will provide at your own expense, all necessary telephone lines, internet connections, equipment, software (including a compatible web browser), and services for you to effectively access the Applications. Your access to the Applications will be controlled by a user name and password, as well as the authorization approved by your program administrator.

16.7 Infringement Protection. Notwithstanding Section 23 of this Agreement and except as otherwise provided in this Agreement, we will defend at our own expense or settle any action brought against you to the extent it is based your use of the Applications and the Software including, our entitlement to allow your use of the Applications or your use of the Applications infringe any copyright, patent, trade secret or trademark of any third party in the countries where you are using the Applications, and we will pay all costs and damages finally awarded in any such action. Our obligations under this protection are subject to (i) prompt notice from you of any such claim or action; (ii) your not having made any admission of liability or agreed to any settlement or compromise; (iii) your providing to us, in a prompt and timely manner, the documents, information and assistance we reasonably request; (iv) our having sole control of defending such claim or action; (v) your having used the current version of the Applications, as provided to you by us, in compliance with this Agreement; (vi) your using the Applications only in the manner for which the Applications were designed; (vii) your not modifying the Applications; (viii) your not incorporating the Applications with products not approved by us; and (ix) the claim or action is not due to your negligence or willful misconduct. You acknowledge and agree that our obligations under this infringement protection are our only obligations to you with respect to any infringement claim in connection with your use of the Applications.

16.8 Software updates. We may provide upgrades or new releases of Software which we make generally available to our other customers to whom we license the same Software, which will be deemed part of the Applications once we have delivered or made it accessible through our third party vendors to you.

16.9 Training. At your request, we will use commercially reasonable efforts to train persons to use the Software as offered in response to RFP #171574, but we will not bear any responsibility for such training. You will be deemed to have accepted the Software upon its installation, once it is made available to you, or on your use of the Software.

16.10 Software problems. You will inform us of all errors, difficulties or other problems with the Software of which you become aware. We will make all reasonable efforts to promptly fix or promptly provide workarounds for any material errors reported to us. We may request your reasonable cooperation in resolving any such errors, difficulties or other problems by providing us an overview of input, output and all other data we may reasonably request in order to reproduce operating conditions similar to those present when such errors, difficulties or other problems were discovered.

16.11 Termination of license. Your license to use the Applications will terminate automatically if you breach a term of this Section 16. If, for whatever reason, we cease to be entitled or permitted to license any Applications to you, the License shall immediately terminate. Where possible we shall provide you with reasonable prior notice of this. In addition, if you breach any of your confidentiality obligations with respect to the Applications, we may seek any and all remedies provided by law or equity.

16.12 Limitations. You acknowledge that the Applications have not been produced to meet your specific requirements and have not been tested in every possible combination and operating environment. You agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to our provision to you or your use of any Software and/or Materials.

16.13 Export controls. You understand and acknowledge that any obligations that we may have to provide Program Data are subject in all respects to all applicable laws as may from time to time govern the export or diversion of certain products and technology to and from certain countries. You represent, warrant and agree that you will comply in all respects with the export and re-export restrictions applicable to Program Data shipped and/or provided to you and that you will comply with all applicable laws and regulations governing the export and diversion of Program Data.

17. CHANGES TO A SERVICE

17.1 Requests for changes. You may request us at any time to change the processing instructions for a Service. We are not obligated to implement any requested changes until we have had a reasonable opportunity to act upon them. In making changes, we are entitled to rely on requests purporting to be from you. For certain changes, we may require that your requests be in writing, in a form and manner acceptable to us, or be from an authorized person you designate. In addition, certain requests for changes may be subject to our approval.

17.2 Our right to make changes. If due to events outside of our control (examples include regulatory, legal, card network and interchange fees or market conditions), we may change, add or delete any of the terms of the Agreement (including the schedule of charges currently in effect for you) and/or any terms, conditions and/or pricing applicable to a Service by providing 60 days' notice to you in writing or by electronic means. All such changes will be effective as of the date set forth in such notice. Your continued use of or failure to terminate the Service after the effective date of the change will indicate your agreement to the change. Any other changes shall be mutually agreed upon in writing between the parties.

17.3 Right to terminate. If you disagree with our proposed changes, you may terminate the Agreement in accordance with its terms by providing us with 30 days' advance written notice as set out in Section 17.1 at no additional cost.

If you serve notice on us under this Section 17.3 at least 30 days before our proposed changes are due to come into effect, then unless required by law our proposed changes will not take effect and the Agreement will continue unamended until it terminates pursuant to your notice.

If you serve notice on us under this Section 17.3 less than 30 days before our proposed changes are due to come into effect, then we are entitled (in our absolute discretion) to choose that:

- i. our proposed changes will not apply to the Agreement and the Agreement will terminate on the date on which those changes would otherwise have come into effect (as long as that date is no later than 30 days after the date of your notice); or
- ii. our proposed changes will not apply to the Agreement and the Agreement will terminate 30 days after the date of your notice; or
- iii. our proposed changes will apply to the Agreement with effect from the date on which they are due to come into effect and the Agreement will terminate 30 days after the date of your notice, but, if as a result of the changes you incur any additional fee, charge, expense or other liability, we will promptly apply a corresponding credit to your account with us so as to put you in the same position in which you would have been had the proposed changes never taken effect.

18. ANCILLARY SERVICES

18.1 Adding services. Upon your request and our approval we may provide additional services to you and such participants as we may agree from time to time.

18.2 Receipts imaging service. You may elect to use our receipts imaging service whereby you send us copies of your transaction receipts, which we will electronically store for you (the "receipts imaging service"). It is your obligation to send us legible copies of your transaction receipts. You acknowledge and agree that we will not review the transaction receipts and that you are responsible for retaining the original receipts.

Notwithstanding the limitation of liability section of this agreement, we will not be liable for damages if the images are illegible or blank or for failure to provide copies by a given time or for failure to provide copies we are not reasonably able to provide. Images will be made available to you by website at such times as may be set forth in the applicable user documentation or as otherwise established by us. There is no charge for this service.

18.3 File feeds to third parties. You may request us to send certain program data to your third party servicers. We will do so on the basis that you have reviewed and accepted our standard file layout and you agree that any file transfer shall only be in such standard file layout. You agree to indemnify, defend and hold us, our successors and permitted assigns, our affiliates and their respective directors, officers, agents and employees harmless from and against every claim, demand, proceeding or suit, and from every liability, loss, damage, cost, charge, expense (including any actions or expenditures required by law or regulations, reasonable attorney, auditor and other fees, and costs) whether or not material, liquidated, contingent or prospective in nature, arising out of, resulting from or related to our compliance with your data transfer request.

18.4 Fees/Costs. You acknowledge and agree that any changes to the services which you request and use pursuant to this Agreement may increase the fees which you are required to pay to us in accordance with the Payment of Card Accounts section of this Agreement.

19. ADDITIONAL COSTS AND TAXES

19.1 Relevant taxes. You and we agree that the issuance of any Card Account to you or any Card to a Cardholder or any other person pursuant to the Agreement shall be deemed exclusive of any applicable value added tax, any tax or duty that applies or is levied on the issue of any Card, or any similar tax, levy, duty or impost (a "Relevant Tax") and that, where any Relevant Tax is levied on the issue of any Card or Card Account (or on any other Service or product provided by us under or pursuant to the Agreement), we may issue an appropriate invoice for the Relevant Tax addressed to you, and you must promptly pay to us the amount specified in that invoice.

19.2 Other duties and taxes. Where any tax, levy, duty or impost of any kind is applied or levied on the issue or import of any Card into any territory (an "Import Tax"), you must promptly indemnify, keep us indemnified and hold us harmless in full against and for the amount of the Import Tax applied or levied. Where any tax, levy, duty or impost of any kind is applied or levied on the execution, delivery or performance of the Agreement (a "Contract Tax"), you must promptly indemnify and keep us indemnified and hold us harmless in full against and for the amount of the Contract Tax applied or levied.

19.3 Withholding tax. You may be required to make withholding tax payments or other deductions on account of tax from any amounts which you are required to pay to us under the Agreement (a "Withholding Deduction"). Where any individual Cardholder or any individual who holds a Cardless Account makes any payment to us under the Agreement, that person may also be required to make a Withholding Deduction. You must ensure that you (or the relevant Cardholder or other relevant individual) make all Withholding Deductions where required to do so. You must also inform all individual Cardholders and all persons holding a Cardless Account who use or may use a Service of the circumstances in which they must make a Withholding Deduction. You must indemnify us, keep us indemnified and hold us harmless against all losses, costs, expenses and damages which we incur or are reasonably likely to incur as a result of you, any individual Cardholder and/or any other relevant individual failing to make any Withholding Deduction when required.

19.4 Gross-up. If any sum payable to us under the Agreement is subject to any tax, impost, duty, levy, deduction, set-off, counterclaim, contribution or withholding of any nature whatsoever (wherever in the world imposed), including any and all related penalties, charges and interest (in each case a "Tax Deduction"), the amount of the payment due shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

20. COMMUNICATIONS; NOTICES

20.1 Giving notices. Any written notice or other written communication to be given under the terms of this Agreement will be addressed to the applicable address specified on the signature page, except as you or we specify otherwise in writing. Notices are effective upon receipt, except as otherwise provided in this Agreement or any Materials. If you are a Participant, you agree and acknowledge that any notice we provide to the Company shall be deemed to be given to you.

20.2 Monitoring of phone calls. You agree that we may electronically monitor and/or record any telephone or other electronic communications (whether by telephone, short message service (SMS) message, multimedia messaging service (MMS) message or any other form of telephonic text message, electronic mail or otherwise) with you in those countries which permit that practice. If our records about any such communication are different from yours, our records are presumed to be correct, but such presumption may be rebutted by you..

20.3 E-mail Communications. If you choose to use unencrypted electronic mail to initiate payment requests or other instructions or otherwise communicate with us, your use of such electronic mail with respect to a Service will be subject to the terms and conditions of this Agreement and will comply with the applicable User Documentation. In addition, you agree to bear the risk that such electronic mail may be corrupted, modified, garbled or hacked or its confidentiality may be breached by a third party and the risk that we will rely on such mail, which appears to be from you but which is unauthorized, and that such reliance will result in a loss. In addition, you agree that we may rely on the integrity of facsimile transmissions that you send us, and you agree to bear the risk that the information we receive differs from that sent to us, and that such reliance may result in a loss. In the event that an electronic transmission or facsimile transmission is unclear or if we become aware that it is not an authorized communication from you, we will not act on such transmission and will contact you to clarify any intended content of such transmission.

21. CONFIDENTIALITY

21.1 General. We acknowledge that information we obtain from you in connection with a Service we provide to you under the terms of the Agreement may be Confidential Information. You acknowledge that the Agreement, our pricing information, and the Materials shall be considered to be our Confidential Information. You also acknowledge our claim to proprietary rights in the Materials and our Confidential Information and that the Materials and our Confidential Information constitutes our "trade secrets" or trade secrets of our licensors or vendors.

21.2 Restrictions

In respect of a party's Confidential Information, the other party will:

- i. Safeguard the Confidential Information at all times;
- ii. Establish and maintain procedures to assure the confidentiality of the Confidential Information and any password or code;
- iii. Use the Confidential Information only for the purposes for which we provide them; and
- iv. Notify the other promptly by telephone, confirmed in writing, if any Confidential Information is lost or its confidentiality is compromised.

Neither party will, nor will allow anyone else to, do any of the following without the other party's prior consent:

- i. Disclose any Confidential Information of the other party to any person or entity, except to its employees and agents with a need to know the Confidential Information.
- ii. Make any copies, in whole or in part, of Confidential Information of the other party in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time, except as provided in this Agreement.
- iii. Translate, reverse engineer, disassemble or decompile any Software or security devices of the other party.

21.3 Use of the Materials. You have sole responsibility for the custody, control and use of all Materials. You must ensure that no individual will be allowed to initiate a request or other instruction contemplated in the Agreement or to have access to any Materials without proper supervision and strict security controls to ensure that the Materials are only used in accordance with this Agreement. If the Service requires use of user identification codes or passwords, we will be entitled to rely on the correct user identification codes and passwords, as described in the relevant User Documentation and shall not be responsible for any loss resulting from our correct use of such data.

21.4 Exceptions. This section does not limit either your or our ability to disclose information (i) that the other party has approved by prior writing for disclosure; (ii) that is disclosed to its professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations; (iv) that was in its possession or available to it from a third party prior to its receipt of it in connection with a Service; (v) which is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to that information; (vi) as required or requested by any securities exchange or regulatory body to which you or we are subject or submits, or (vii) as otherwise required to be disclosed by law or by legal or governmental process. If confidential information is requested through the Arizona public records law, Company shall provide Bank of America with written notice and a 10 day time frame to obtain an order from the Superior Court of Pima County to prevent the release of the confidential information. In addition, either party may disclose to its offices, affiliates, officers, employees and agents (and those offices, affiliates, officers, employees and agents may disclose) such information as permitted under this Section or to otherwise carry out its duties or exercise its rights under the Agreement. This section also does not limit our ability or that of our affiliates to access and use transaction data related to a Service provided to you in connection with the management of our or their business.

21.5 Damages insufficient remedy. You and we acknowledge that damages may not be an adequate remedy to protect the other party against breach of this Section 21 of the Agreement. You and we agree that the other party may seek injunctive or other equitable relief in respect of a breach of Section 21 of the Agreement.

21.6 Survival. The obligations enumerated in this Section 21 continue after the Service you are using and/or the Agreement is terminated.

22. INFORMATION SECURITY/DATA PROTECTION

22.1 Overall Data Security Regulations. As a financial institution, we are required to comply with the information security standards of, as applicable, the Gramm Leach Bliley Act and the regulations issued thereunder; the Fair and Accurate Credit Transactions Act and the regulations issued thereunder; the Federal Financial Institutions Examination Council (FFIEC) criteria; the Interagency Guidance on Response Programs for Unauthorized Access to Customer Information and Customer Notice; the US Securities and Exchange Commission; FINRA; the NASD; and other federal statutory, national and international legal and regulatory requirements. We are evaluated regularly for compliance with these obligations by various US and international regulators, including, the US Office of the Comptroller of the Currency, as applicable.

22.2 Security and Confidentiality. We maintain an Information Security Policy that:

- i. contains appropriate administrative, technical and physical safeguards designed to protect against Information Security Events;
- ii. conforms as required to the requirements of applicable Data Protection Laws; and
- iii. sets forth policies and procedures that are designed to be consistent with, to the extent applicable to the Services, PCI-DSS standards; the card networks rules and regulations; and Financial Services Industry Best Practices.

22.3 Data Protection. You hereby represent and warrant to us now and on each day on which we provide a Service to you that you are in compliance with all Data Protection Laws and where required under such Data Protection Laws you will maintain at all times during the term of the Agreement a valid registration or authorization with any applicable Data Protection Authority and obtain all necessary and valid consents and

provide all necessary data protection notices in order for us to process the Personal Data for the purposes described in the Agreement, and to disclose the Personal Data to the types of recipients described in the Agreement, including if applicable where the recipients are located outside of the European Economic Area ("EEA").

We may process Personal Data for the following purposes:

- i. to provide and manage the Services;
- ii. to help monitor, assess and carry out statistical product and market analysis;
- iii. to perform system testing and training;
- iv. to manage our business;
- v. as part of any internal or external audit or compliance review that we or any of our affiliates may undertake;
- vi. for marketing purposes;
- vii. to help prevent crime, fraud and terrorism; and
- viii. to comply with card networks rules and all applicable laws and other legal and regulatory requirements.

We may disclose Personal Data to:

- i. our affiliates, agents, auditors and service providers;
- ii. card networks and credit reference and fraud prevention agencies;
- iii. to any other person if legally required, including to law enforcement agencies, authorities, regulators and courts; and
- iv. any other person to whom we may transfer or intend to transfer, assign or sell any of our rights or obligations under the Agreement.

Any disclosures of Personal Data that we make will be made in compliance with applicable Data Protection Laws.

Where we are deemed to be your data processor we agree to act on your instructions in relation to the processing of the Personal Data and shall during the term of the Agreement take appropriate technical and organizational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against other unlawful forms of processing having regard to the state of technological developments and the cost of implementing those measures, so as to ensure a level of security appropriate to the harm that may result from breach of those measures and the nature of the Personal Data to be protected.

You acknowledge and agree that data processing related to a Service and your Card Accounts may take place in countries other than those where you and your accounts with us are located. You further understand that information concerning your relationship with us may be available on our electronic data system both for information management purposes and in order to enable you to benefit from our electronic banking services. You understand and agree that, as a result, your banking relationship information may be available to some of our officers outside the country or countries where you and your accounts are located. You authorize us to transmit your banking relationship information across national borders, notwithstanding the banking secrecy laws of any of the countries involved, as necessary or appropriate to provide a Service.

22.4 Security Policy. Our Information Security Policy has been approved by our management and is published and communicated to our Workforce. We have procedures designed to ensure that our Extended Workforce are subject to similar policies and processes. We conduct periodic risk assessments to identify and assess reasonably foreseeable internal and external risks to the security, confidentiality and integrity of electronic, paper and other records containing Personal Data. We require our Extended Workforce to have a similar risk assessment process. The remainder of this Section 22 sets out the key aspects of our Information Security Policy.

22.5 Organizational Security. All information is stored in the United States for programs in the United States and Canada. Such information may be accessed by our Workforce and any Extended Workforce from locations within or outside the United States. Our Information Security Policy applies to all such access. We include, as part of our agreements with any Extended Workforce that has access to Personal Data, provisions that are consistent with those set out in this Section 22.

22.6 Human Resources Security. We take reasonable steps to ensure that our Workforce is aware of our obligations in the provisions of the Services and Applicable Data Protection Laws, including that any unauthorized processing or disclosure of the Personal Data may lead to disciplinary action under their contract of employment or other contractual arrangements. Prior to receiving access to Personal Data, the Workforce and any Extended Workforce receive appropriate security awareness training and recurring security awareness training at appropriate intervals. The access rights of our Workforce with access to Information Processing System(s) or media containing Personal Data are removed upon termination of their employment, contract or agreement, or adjusted upon change of job function.

22.7 Physical and Environmental Security. We protect all areas that contain Information Processing System(s) or media containing Personal Data by the use of security controls deemed appropriate by us.

22.8 Communications and Operations Management. We use detection, prevention, and recovery controls which are consistent with Financial Services Industry Best Practices to protect against malicious software and attacks, and train our Workforce on the prevention and detection of malicious software and attacks. We dispose of any paper, electronic or other record containing Personal Data using all reasonable steps to destroy (based on our determination of the sensitivity of the information) the Personal Data. To protect the confidentiality and integrity of Personal Data in transit, we use encryption tools that are consistent with Financial Services Industry Best Practices, to encrypt records and files containing Personal Data that we: (i) transmit or send wirelessly across public networks; (ii) store on our laptops; (iii) where technically practicable, store on allowed

portable devices; and (iv) store on any device that we authorize to be transported outside of our physical or logical controls. We use appropriate measures to safeguard the security and confidentiality of all encryption keys associated with encrypted Personal Data.

22.9 Access Control. To protect Personal Data from the risks inherent in mobile computing and remote access, we perform a risk assessment which, at a minimum, is designed to identify and mitigate risks to Personal Data from mobile computing and remote access, maintain a policy and procedures for managing mobile computing and remote access, and use security controls that are consistent with Financial Services Industry Best Practices to manage authentication of mobile and remote users.

22.10 Information Systems Acquisition, Development and Maintenance. To protect Information Processing System(s) and system files containing Personal Data, we restrict access to source code to authorized users whom we have determined have a need to know such Personal Data in the performance of their duties.

To protect Information Processing System(s) and system files containing Personal Data, we:

- i. Use a change control process which is consistent with Financial Services Industry Best Practices to implement Information Processing System(s) changes; and
- ii. Use security controls which are consistent with Financial Services Industry Best Practices.

22.11 Information Security Event Management. We maintain an incident response plan that addresses handling of Information Security Events. In accordance with such incident response plan, we will:

- i. Provide you prompt, but in no event later than (2) Business Days of becoming aware thereof, notice of any Information Security Event documented and verified by us as part of our standard incident response process that involves, or which we reasonably believe involves, the unauthorized access, use or disclosure of your Personal Data.
- ii. Such notice shall, to the extent we are legally allowed, summarize in reasonable detail the Information Security Event and the corrective action taken or to be taken by us, if known at that time. We will promptly take all corrective action deemed necessary or appropriate by us at no additional charge to you.

22.12 Business Continuity Management. In order to protect the confidentiality and availability of Personal Data, we maintain a business continuity management program that is consistent with Financial Services Industry Best Practices which we update and test at planned intervals and as required.

22.13 Security Assessments. We permit your representatives to perform one on-site or written assessment of the security controls used at our data processing and business facilities. Such assessments will be performed during regular business hours, at a date and time agreed to by both parties, and will not require access to Information Processing System(s). Such assessments will be subject to our security policies, procedures, and restrictions, including restrictions on access to data centers, the ability to perform hands-on testing, and copying of certain materials.

We scan internal and external facing Information Processing System(s) with applicable industry standard security vulnerability scanning software (including network, server, application and database scanning tools) at a minimum once per month and perform mitigations that we deem appropriate to address issues identified.

We perform a comprehensive application penetration test and security evaluation of all websites used to store, access, or process Personal Data prior to use and at least annually thereafter.

22.14 De-identification of Personal Data Used in Non-Production Environments. We perform De-identification of all Personal Data prior to storing, accessing, or processing the information in environments other than in our production environments or those of our Extended Workforce, provided that we do not do so if:

- i. the security controls used in the environment are equivalent to the security controls used in the production environment.
- ii. De-identification would interfere with the resolution of a current production failure.
- iii. De-identification would interfere with an atypical, short-term, non-production activity (e.g., near-production final testing) where De-identification would distort the results of the activity.

23. LIMITATION OF LIABILITY

23.1 Indirect and other loss. We are liable to you only for actual damages incurred as a direct result of our failure to exercise reasonable care in providing a Service. In no event will we be liable for any indirect, consequential or punitive loss, damage, cost or expense of any nature or any economic loss or damage, expense and loss of business, profits or revenue, goodwill and anticipated savings, loss of or corruption to your data that is in your possession or residing in your systems, loss of operation time or loss of contracts, even if advised of the possibility of such loss, damage, cost or expense.

23.2 Failure to authorize. You acknowledge that we shall have no obligation or liability to you or any Cardholder where:

- i. any third party fails to honor any payment or transaction requested in connection with a Card, Card Account or Convenience Check (if applicable); or
- ii. we refuse or fail to authorize the use of any Card, Card Account or Convenience Check (if applicable).

23.3 Acts and omissions. Neither party will be responsible for the acts or omissions of the other's officers, employees or agents (including but not limited to the amount, accuracy, timeliness or authorization of any instructions or information received). We will not be responsible for the acts or omissions of any other person or entity, including any clearing house association, card network or processor, any U.S. Federal Reserve Bank or any other country's central bank, any other financial institution or any supplier (except for our suppliers providing the Services under this Agreement), and no such person or entity will be deemed our agent.

23.4 Subsidiaries and other persons. If you permit any Subsidiary or other person to access one of our Service installations on your premises through use of a remote access software package, we will not be responsible or liable for such Subsidiary or person's use or misuse of our Service or access to accounts owned by you and for which you did not authorize that Subsidiary or person to have access via your installation. We may and will treat all instructions and information received by us through this arrangement as provided by and for the benefit of you and subject to all our rights under this Agreement with respect to a Service.

23.5 Force majeure. Neither you nor we will be liable for and will be excused from any failure or delay in performing our respective obligations for a Service if such failure or delay is caused by circumstances beyond the control of the other party, including any natural disaster (such as earthquakes or floods), emergency conditions (such as war, riot, fire, theft or labor dispute), legal constraint or governmental action or inaction, or the act, omission, negligence or fault of the other.

23.6 Compliance with law. Neither party will be liable for any failure to act on its part if such party reasonably believed that its action would have violated any law, rule or regulation.

24. SEVERABILITY

If any provision of the Agreement or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of the Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

25. WAIVER

No delay or failure to exercise any right or remedy under the Agreement shall be deemed a waiver of such right or remedy. No waiver of a single breach or default under the Agreement shall be a waiver of any other breach or default. Any waiver under the Agreement must be in writing.

26. YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant to us on and as of each day on which we provide a Service to you that:

- (i) you are a body corporate acting within the scope of your ordinary course of business and you are not a "consumer" for the purposes of any consumer credit legislation, or regulatory guidance or codes of conduct applicable to customers (and, if you believe that you have or may become a "consumer" for any of those purposes, you will notify us immediately of that fact). Further, you acknowledge that you will not be treated as a consumer for purposes of the Agreement, and laws and regulations relating to consumer protection shall not apply;
- (ii) the Agreement constitutes your duly authorized, legal, valid, binding and enforceable obligation;
- (iii) your performance of your obligations will not violate any law, regulation, judgment, decree or order applicable to you or facilitate illegal transactions, for example those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq;
- (iv) you are in compliance with all AML/Sanctions Laws and are not aware of any breach by you or your Cardholders of any such laws;;
- (v) the debiting of any account as provided in the Agreement is not inconsistent with any restriction on the use of that account;
- (vi) all approvals and authorizations required to permit the execution, delivery, performance and consummation by you of the Agreement and the transactions contemplated under the Agreement have been obtained, including but not limited to due authorization from each applicable third party to allow you to transfer funds and access information from such party's account; and
- (vii) there is no bona fide lawsuit, tax claim or other dispute pending or threatened against you which, if lost, would materially impair your financial condition or ability to pay us under the terms of this Agreement; and
- (viii) if you are a Participant, you have authorized the Company to take any and all actions on your behalf related to the Agreement and any Services you receive, including binding you to the terms of this Agreement.

27. ASSIGNMENT

Neither party (You or We) may assign the Agreement, or transfer any right or delegate any duty or performance under the Agreement, without prior written consent of the other party, which shall not be unreasonably withheld, provided, however, that the Bank may assign to a Bank of America affiliate without consent.

28. AGREEMENT

28.1 Entire agreement. The Agreement and the schedule of charges in effect for you, as amended from time to time, are hereby incorporated into the City of Tucson Contract #151574 – Purchasing Card Program and Virtual Payment Solutions which constitutes and represents the entire agreement between you and us regarding a Service we provide to you anywhere in the world. In the event of conflict between the City's and Bank

of America's terms and conditions, the following order of precedence shall prevail: (i) agreed to negotiated items, (ii) the City of Tucson's Request for Proposal #151574 – Purchasing Card Programs and Virtual Payment Solutions and (iii) the Bank of America Corporate Card Service Agreement.

28.2 Successors and assigns. The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. The Agreement is not for the benefit of any other person, and no other person shall have any right under the Agreement against you or us. Nothing contained in the Agreement shall create any agency, fiduciary, joint venture or partnership relationship between you and us.

28.3 Third parties. Except for any person or entity to whom this Agreement provides any express indemnity or covenant, you and we do not intend that the Agreement shall confer any right or benefit on any person or entity who is not a party to the Agreement (including any right or requirement to consent to any variation, amendment or termination of the Agreement), and any and all laws or regulations conferring such rights or benefits are hereby excluded (to the maximum extent permissible). Nothing contained in the Agreement shall create any agency, fiduciary, joint venture or partnership between you and us.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the Effective Date, by its duly authorized officer(s).

COMPANY

BANK OF AMERICA, N.A.

City of Tucson

(COMPANY'S LEGAL NAME)

Name: Nathan Daou

(Print or Type)

Name: _____

(Print or Type)

Title: Contract Administrator

(Print or Type)

Title: _____

(Print or Type)

Date: _____

Date: _____

Address for Notices:

255 W. Alameda Street

6th Floor

Tucson, AZ

Address for Notices:

BAML Commercial Card: Floor 11

3 Commercial Place

Norfolk, VA 23510

CITY COUNCIL REPORT

SUBJECT: Contract for Services, Lease Agreement, and Itemized Budget - Area Agency on Aging Fiscal Year 2019-2020

MEETING DATE: 6/17/2019

TO: Mayor and Council

FROM: Christopher Lopez, Neighborhood and Family Services Director, 623-333-2711

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve: (a) a contract with Area Agency on Aging (AAA) for fiscal year 2019-2020 in the amount of \$335,500; (b) a Vehicle Lease Agreement in the amount of \$4; and (c) adopt an itemized budget for Senior Center Program and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Avondale has been contracted by Area Agency on Aging (AAA) to provide meals and activities for active adults and disabled individuals for more than thirty (30) years. AAA funding supplements active adult services and programming provided to eligible residents targeted in the Avondale, Goodyear, and Litchfield Park areas. These services include the congregate meals program, home delivered meals program, multipurpose center operations program and transportation program.

DISCUSSION:

AAA has awarded the City of Avondale \$335,500 of program funds for FY 2019-2020. This funding is a continuation of the grant which was renewed in FY 2018-2019. This year's awarded funding has increased from the previous year's amount of \$319,803. These funds will be used to provide vital meals and services to elderly and disabled participants of the Avondale Community Center without required costs to them.

AAA also provides the City of Avondale with four vehicles for program use: 2 Ford Escapes, 1 Champion Bus, and 1 Eldorado Bus used in the delivery of meals to homebound clients and in transporting seniors to and from their homes and the Avondale Senior Center, along with programmed activities requiring transportation services. The lease will be effective for one year. The vehicles are leased for a \$4 annual fee.

It is also requested that council approve an itemized budget for Senior Center Program and Operations. Historically the City has demonstrated a strong commitment to the programs through a strong local match. This budget proposes a 45% match through the general fund and in-kind revenues and services rather than the minimally required 10%. The budget itemizes necessary funds for staffing, facility space costs, vehicle costs, food and dining costs, other supply costs, operating services, and vehicle replacement costs. The City of Avondale covers these costs in their portion of the revenue contributions, but they are reflected in the budget to best reflect the costs of the program covered by the City of Avondale.

BUDGET IMPACT:

The City of Avondale will receive funds from AAA in the amount of \$335,500 under the provisions of this action. An itemized budget is prepared and attached to include expected revenues and required funds from the City of Avondale to continue the program.

RECOMMENDATION:

Staff recommends that the City Council approve Contract #2020-07-AVO with AAA for FY2019-2020 in the amount of \$335,500; approve the Vehicle Lease Agreement V2020-05-AV0 with AAA in the amount of \$4; and adopt the itemized Senior Program budget and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

Contract #2020-07-AVO

CONTRACT FOR SERVICES BETWEEN

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

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
623-333-2705 fax:623-333-0270
EIN 86-6000233

DURATION OF THE CONTRACT, FY 2020: July 1, 2019 and shall end June 30, 2020

CONTACT INFORMATION FOR NOTICES

Signatories: Mary Lynn Kasunic, President & CEO
Programmatic Authority: Shawn Pierce, Vice President of
Contract Administration
Daily Contacts: Kathy Flores, Contract Specialist

Charles Montoya, City Manager
Erin Lutz, Senior Services Coordinator

Erin Lutz, Senior Services Coordinator

REIMBURSEMENT PAYMENTS SHALL BE MAILED TO:

Stephanie George, Senior Accountant, Same address as above.

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

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

IN WITNESS WHEREOF, the parties enter into this Contract:

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

CITY OF AVONDALE

Signature and Date

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

Signature and Date

Charles Montoya, City Manager

City of Avondale ATTEST:

City Clerk

CONTRACT SUMMARY
FIXED PRICE WITH PRICE ADJUSTMENT

CONTRACT #: 2020-07-AVO

CONTRACTOR: City of Avondale

Document **Original Contract**

Contract Term July 1, 2019 to June 30, 2020

Contract Payment Ceiling for All Services: **TOTAL: \$ 335,500**

CONTRACT OPERATING BUDGET

	Congregate Meals	Home Delivered Meals	Multipurpose Operations	Transportation
REVENUE				
Area Agency	98,000	165,000	12,000	60,500
Project Income	12,070	850	-	1,370
Non-Fed Inkind	9,375	9,375	18,750	-
Non-Fed Cash	41,437	80,655	102,154	75,142
Other Federal	-	-	-	-
TOTAL	160,882	255,880	132,904	137,012
EXPENSES				
Personnel	64,655	123,516	72,633	80,780
ERE	23,029	34,215	18,051	16,785
Prof&Outside	-	-	800	-
Travel	-	12,262	-	22,652
Space	17,103	14,337	32,210	-
Equipment	-	-	-	-
Materials/Supl	44,050	56,525	2,000	-
Operating Svc	12,045	15,025	7,210	16,795
Indirect	-	-	-	-
TOTAL	160,882	255,880	132,904	137,012
Units	17,000	17,000	3,500	13,700
Unit Rate	\$ 9.46	\$ 15.05	\$ 37.97	\$ 10.00

TERMS AND CONDITIONS

1. Definitions of Terms As used in this contract, the terms listed below are defined as follows:

- a. *Additional Insured* specifically includes all agencies and requirements as identified in **Section 6.b Additional Insured Requirements**.
- b. *Area Agency* means the Area Agency on Aging, Region One, Incorporated.
- c. *Begin Date* means the date the contract is officially enforce as identified in the Contract Signature page (page 1). The Contractor may start to provide services under this contract not earlier than the Begin Date. The Contractor will not be paid or reimbursed for contract services provided prior to the Begin Date. Payments or reimbursements shall not be made under this contract until the effective date of this contract.
- d. *Compensation* means that part of this contract that contains the approved method of payment or reimbursement which may include a budget or fee or rate for the delivery of services pursuant to this contract. Compensation also means Cost or Price.
- e. *Contract* means the combination of the Request for Proposals , including Terms and Conditions, Specific Terms, Service Specifications and Scopes of Work; the Offer and any Best and Final Offer(s); Methodologies and Work Statements; any Solicitation or Contract Amendments; and any terms implied by law.
- f. *Contract Amendment* means a written document signed by the Area Agency President/Chief Executive Officer (CEO) that is issued for the purpose of making changes in the Contract.
- g. *Contract Expenditures* means expenditures made by the Contractor during the term of this Contract and pursuant to the approved budget and compensation terms and methods.
- h. *Contract Monitor* means the Area Agency staff person who is assigned managerial responsibility for the contract.
- i. *Contract Operating Budget* means the Contractor's itemized then condensed operating budget as approved through a Solicitation or Amendment.
- j. *Contractor* means any person, agency, entity that has a contract with the Area Agency. Contractor shall also be referred to as Provider.
- k. *Contract Term* means the period of time from the contract Begin Date to the contract termination date as awarded, extended, or terminated based on these contract provisions.
- l. *Days* means calendar days unless otherwise specified.
- m. *Department* means the Arizona Department of Economic Security (ADES), unless otherwise indicated.
- n. *Effective Date* means the date the Contractor is to start delivering services. The Effective Dates is specified on any proposal, Contract Signature page, or amendment.
- o. *Eligible Persons* means the persons determined eligible for contract services in accordance with the criteria set forth by this contract.
- p. *Equipment* means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$5,000 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.) and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land buildings, structures, or facilities' improvements).
- q. *Fiscal Year* means the period beginning with July 1 and ending June 30.
- r. *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.
- s. *Level of Service* means the number of units of service specified in the Contract Summary page.
- t. *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.
- u. *May* indicates something that is not mandatory but permissible.
- v. *Offer* means bid, proposal, or quotation or *Solicitation*
- w. *Procurement Officer* means the Area Agency President/CEO or designee who is duly authorized by Area Agency to enter into and administer contracts and make written determinations with respect to the contract.
- x. *Quarter* means fiscal quarters July-September, October-December, January-March, and April-June.
- y. *Reimbursement Ceiling* means the maximum amount payable by Area Agency to the Contractor under this Contract.

- z. *Scope of Work* means the Arizona Department of Economic Services description of service(s) to be provided pursuant to this contract.
- aa. *Service Specification* means the Area Agency description of service(s) to be provided pursuant to this contract.
- bb. *Services* means the furnishing of labor, time, product, or effort by a Contractor or Subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- cc. *Shall, Must* indicates a mandatory requirement. Failure to meet these mandatory requirements may result in default of contract.
- dd. *Should* indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information or comply with a “*should*” statement in a Scope of Work, Service Specification, or Area Agency directive, Area Agency may, at its sole option, ask the Contractor to provide the information or comply with the action.
- ee. *Solicitation* means an invitation for bids, a request for proposals, request for quotation, request for qualifications or *Offer*.
- ff. *State* means the State of Arizona, the Department of Economic Security, other Department(s) or Agency of the State that maintains authority in the contract.
- gg. *Subcontract* means any contract, expressed or implied, between the Contractor and another party or between the Contractor’s subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or providing any service required for the performance of the Contract.
- hh. *Vulnerable adult* means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.

2. **Contract Interpretation**

- a. 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.
- b. Compliance with Applicable Laws All changes in the governing laws, rules, and regulations during the term of this contract shall apply but do not require an amendment to this contract.
 - i. This contract shall be governed and interpreted by the laws of the State of Arizona.
 - ii. The materials and services supplied under this contract shall comply with all applicable federal, state, and local laws, and the Contractor shall maintain all applicable license and permit requirements.
 - iii. Nothing in this contract shall be construed as a waiver of an Indian tribe’s sovereign immunity; nothing shall be construed as an Indian tribe’s consent to be sued or as consent by an Indian tribe to jurisdiction of any State Court.
 - iv. The Contractor shall comply with the requirements related to reporting to a peace officer or to child or adult protective services incidents of crimes against children as specified in A.R.S. §13-3620 and crimes against the elderly as specified in A.R.S. §46-454 as may be amended.
 - v. The Contractor shall comply with Public Law 101-121, Section 319 (31 USC Section 1352) as may be amended and 29 CFR Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
 - vi. The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.
- c. 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.
- d. Contract Order of Precedence In the event of a conflict in the provisions of the contract, as accepted by the

Area Agency and as it may be amended, the following shall prevail in the order set forth below:

- i. Terms and Conditions;
 - ii. Provider Specific Terms for Programs with ALTCS Funded Services
 - iii. Provider Specific Terms
 - iv. Scope of Work,
 - v. Service Specifications;
 - vi. Area Agency manuals, policies and directives;
 - vii. Documents referenced or included in the solicitation.
- e. Vehicle Lease All provisions of this contract are applicable to and extended to any Vehicle Lease that may be initiated between Contractor and Area Agency during the terms of this contract.
- f. Relationship of Parties
- i. The Contractor under this contract is an independent Contractor. Neither party to this contract shall be deemed to be the employee or agent of the other party to the contract.
 - ii. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Area Agency or other funding source within this contract.
 - iii. Taxes or Social Security payments will not be withheld from an Area Agency payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.
- g. 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.
- h. No Parole Evidence This contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this contract and no other understanding either oral or in writing shall be binding.
- i. No Waiver Either party's failure to insist on strict performance of any term or condition of the contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- a. Contract Term
- i. The term of this contract shall be for the period of time from the contract begin date identified on the Contract Signature page to the contract termination date identified on the Contract Signature page or extended in an amendment.
 - ii. The begin date of the contract term is the date that the Contractor may start to provide services under this contract. The Contractor shall not provide services prior to contract term commencing or after the end date of the contract (no billable activity outside the effective dates).
- b. Contract Extension
- i. The Area Agency has no obligation to extend or renew this contract. At the sole option of the Area Agency, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part.
 - ii. The Area Agency shall have the unilateral right to extend the contract period for additional one-year periods or portions thereof. The Terms and Conditions of any such contract extension shall remain the same as the original contract.
 - iii. Any extension or renewal must be made prior to the end of the contract period specified in this contract.
 - iv. This contract may only be extended through a written amendment by mutual agreement of the parties.
- c. Cooperation and Understanding Area Agency may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and Area Agency employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by Area Agency employees. The Contractor shall cooperate as the Area Agency deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).
- d. Certifications The Contractor and its subcontractor(s) agree to sign the following certifications within this contract:
- i. the Certification Regarding Lobbying form, compliance with 49 CFR part 20
 - ii. the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered

Transactions form.

- e. Amendments This contract is issued under the authority of the Area Agency President/CEO who signed this contract. The contract may be modified only through a contract Amendment within the scope of the contract issued under the authority of the Area Agency President/CEO. Changes to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Area Agency President/CEO in writing or made unilaterally by the Contractor are violations of the contract and of applicable law. Such changes, including unauthorized written contract amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this contract based on those changes.
- i. This contract may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the contract, unless done in writing and signed by the authorized representatives of the respective parties.
 - ii. A written amendment to this contract shall be required whenever there is a material change in the content including but not limited to the following:
 1. Reimbursement ceiling;
 2. Contract term if extended and/or reduced without terminating the contract;
 3. Service delivery plan, the scope of work, or the level/units of service to be provided;
 4. Rate paid per unit of service;
 5. Ownership or legal entity responsible for the contract; or
 6. For any other change in the terms and conditions of the contract which Area Agency deems substantial.
 - iii. Where a change does not fall in any of the categories listed in the above items, the Contractor must obtain approval from the Area Agency President/CEO prior to effecting the change.
- f. Subcontracts The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written approval of the Area Agency President/CEO. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The subcontract shall incorporate by reference all of the terms and conditions of this contract, amendments, manuals, and Area Agency directives. Area Agency will not allow a subcontract for any direct client / participant services, but may approve ancillary subcontracts for operational functions not related to direct client / participant services.
- i. Prior to adding a subcontractor to the contract, the Contractor shall submit a formal, written request to the Area Agency President/CEO. The request shall:
 1. Be on the Contractor's company letterhead and signed by an authorized representative of the Contractor;
 2. Contain the subcontractor's name, address, phone number, email and primary point of contact;
 3. Include all the certificates as included/required in this contract and as applicable signed by the subcontractor's authorized representative;
 4. Description of the subcontractor's small business status;
 5. Identification of the type of goods and/or services to be provided by the subcontractor;
 6. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and
 7. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.
 8. The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to Area Agency within five (5) calendar days of execution.
 - ii. Inclusive Contractor Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
- g. Assignment and Delegation The Contractor shall not assign any right nor delegate any duty under this contract, without the prior written approval of the Area Agency President/CEO. Area Agency shall not

- unreasonably withhold approval.
- h. 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).
 - i. Predecessor and Successor Contracts The execution or termination of this contract shall not be considered a waiver by Area Agency of any and all rights it may have for damages suffered through a breach of this or prior contract with the Contractor.
 - j. Audit In accordance with the A.R.S. §35-214 **(does not pertain to municipalities)**, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to this contract for a period of five (5) years after completion of the contract. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
 - k. Substantial Interest Disclosure
 - i. Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to Area Agency.
 - ii. Leases or rental agreements or purchase of real property which would be covered by the above paragraph of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
 - iii. For the purpose of this section, the *relative* shall have the same meanings as in A.R.S. §38-502 as may be amended.
 - l. Cooperation with Investigation Contractor, subcontractor, provider, vendor, staff, volunteers are to cooperate fully and truthfully with any Area Agency, State, or funding agency investigation, including but not limited to an investigation by an Internal Affairs division of such agencies. Failure to adhere to this policy may result in Area Agency taking whatever actions it deems appropriate, from removal of the subject and/or witness from working with Area Agency clients up to terminating this contract.
 - m. Notices All notices under this contract shall be directed in writing to the persons and addresses as specified on the Contract Signature page and/or Facility Location page of this contract.
 - i. Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this contract. Non-material alterations that do not require a written amendment are as follows:
 - 1. Change of address and/or telephone number;
 - 2. Change in Contract Authorized Signatory and his/her designee;
 - 3. Change in the name of the Contractor, where the ownership or responsible entity remains the same;
 - 4. Changes in the name and/or address of the person to whom notices are to be sent;
 - 5. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or
 - 6. In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories or equal value increase in Contractor funds.
 - ii. In a Fixed Price with Price Adjustment contract, a written amendment shall not be necessary to shift costs among budget categories. The Contractor shall give written notice to Area Agency that includes justification for the change and may receive written approval by Area Agency. Any such increase must be offset by an equal value decrease in any budget category or categories.
 - n. Advertising, Publishing and Promotion of Contract
 - i. The Contractor shall not use, advertise, or promote information for commercial benefit concerning this contract without the prior written approval of the Area Agency President/CEO or designee.
 - ii. Any advertisement, publication, or other media of promotion of contracted services must include the following statement: *Services are funded in part by Area Agency on Aging, Region One, Incorporated.*
 - iii. The Contractor shall provide to Area Agency for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release.
 - iv. All reports and publications whether written, visual or verbal shall contain the following statement:

This program is funded through a contract with the Area Agency on Aging, Region One Incorporated. Any points of view are those of the author and do not necessarily represent the official position or policies of the Area Agency or related funders.

- o. Ownership of Intellectual Property
 - i. 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 Area Agency shall be considered the creator of such Intellectual Property. The Area Agency in requesting the issuance of this contract shall own (for and on behalf of the Area Agency) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the Area Agency, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the Area Agency and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Area Agency. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the Area Agency without the express written authorization of the Area Agency President/CEO.
 - ii. Intellectual Property developed by the Contractor that is already in the public domain is exempt from this requirement.
- p. Transfer of Knowledge The contractor shall, whenever feasible, share strategies and techniques with the Area Agency to transfer the skills and knowledge acquired in the delivery of the contracted service.
- q. Transition of Activities In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the Contractor, under this contract, shall work closely with the new contractor’s personnel and/or Area Agency staff to ensure a smooth and complete transfer of duties and responsibilities. Area Agency’s authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing Contractor to assist the new contractor and/or Area Agency staff to implement the transfer of duties. Area Agency reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.
- r. Federal Immigration and Nationality Act
 - i. By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The Area Agency shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Area Agency President/CEO upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor’s Immigration and Control Act, for all employees performing work under the Contract.
 - ii. Area Agency may request verification of compliance for any Contractor or subcontractor performing work under the contract. Should the Area Agency determine that the Contractor or any ~~of its~~ subcontractors be found noncompliant, Area Agency may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- s. Offshore Performance of Work Prohibited Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the Area Agency shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.
- t. Pandemic Contractual Performance

- i. The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. Area Agency may require a copy of the plan at any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 1. Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
 2. Alternative methods to ensure there are services or products in the supply chain.
 3. An up to date list of company contacts and organizational chart.
- ii. In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the Area Agency shall have the following rights:
 1. After the official declaration of a pandemic, Area Agency may temporally void the contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.
 2. Area Agency shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. §41-2537 as may be amended of the Arizona Procurement Code.
 3. Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, Area Agency, at its sole discretion, may reinstate the temporarily voided contract(s).
- u. Israel Area Agency certifies that it is not currently engaged in, and agrees for the duration of this Contract that it will not engage in a "boycott," as that term is defined in A.R.S. §35-393, of Israel.

4. Contract Costs and Compensation

- a. Availability of Funds
 - i. The provisions of this contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor, as herein provided, are actually available to the Area Agency for disbursement. The Area Agency President/CEO shall be the authority in determining the availability of funds under this contract and the Area Agency shall keep the Contractor fully informed as to the availability of funds.
 - ii. If any action is taken by any county, state agency, federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligation under, or in connection with this Contract, the Area Agency may reduce funding, rates, and/or services or terminate this contract without further recourse, obligation, or penalty in the event that insufficient funds are appropriated or allocated.
 - iii. The Area Agency President/CEO shall have the sole and unfettered discretion in determining the availability of funds.
 - iv. Area Agency and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.
 - v. Availability of Funds for the Current Fiscal Year Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State and/or the Area Agency may take any of the following actions:
 1. Reduce payments or units authorized;
 2. Accept a decrease in price offered by the Contractor;
 3. Cancel the Contract; or
 4. Cancel the Contract and re-solicit the requirements
 - vi. Availability of Funds for the Next Fiscal Year Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the State or the Area Agency for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract.
- b. Contract Payment Types Payments regarding this contract shall be made according to the type of payment indicated with the check mark (✓) and as identified on the Contract Summary page(s) and defined as follows:
 - i. Rate or Fixed Price – The Contractor is paid a specified amount for each unit of service or deliverable as designated in the Contract Summary, not to exceed the maximum number of units if indicated by the Area Agency for each contract service/deliverable. Area Agency may authorize units and adjust funding based on those authorized units throughout the term of the contract by

amending the contract.

- ii. ☒ Fixed Price With Price Adjustment - Reimbursement to the Contractor is in accordance with actual, allowable costs incurred consistent with each Contract Budget and/or Contract Summary not to exceed the service reimbursement ceiling. The Contractor shall furnish Area Agency with an accounting of actual costs incurred consistent with the categories set forth in the Contract Budget. Budget categories, to include cost items in a category, may be deleted, added, or modified by approval from Area Agency. Such modifications shall follow protocols as set forth in the Notices and Amendments sections of these Terms and Conditions.

c. Contract Payment Provisions

- i. Reimbursement to the Contractor shall be in accordance with actual allowable costs incurred consistent with each service budget, budget summary, or Fixed Price, not to exceed the service reimbursement ceiling. The Contractor shall furnish Area Agency with an accounting of actual costs incurred consistent with the categories set forth in the service budget(s).
- ii. The Contractor shall report to the Area Agency in the manner prescribed by **Section 13.q. Reporting Requirements** of these Terms and Conditions and Service Specifications or other Area Agency directives. Upon receipt of applicable, accurate, and complete records, Area Agency shall authorize payment or reimbursement in accordance with the type of payment indicated by this contract.
- iii. If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, Area Agency may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.
- iv. If Contractor's performance is less than 90% of contracted service levels or projecting to be less than 90% of contracted service levels; Area Agency may, at its option, reduce contracted funds up to an equal percentage of services provided.
- v. Under no circumstances shall Area Agency make payment to the Contractor:
 - 1. That exceeds the unit authorized without an amendment to this contract;
 - 2. That exceeds the service reimbursement ceiling as stated in the Contract Summary or Contract Budget without an amendment to this contract; or
 - 3. For services performed prior to or after the term of the contract without timely extension or renewal of the contract.
- vi. Failure to submit required financial and programmatic reports by the approved due date(s) may result, at the option of Area Agency, in the assessment of a penalty equal to one percent (1%) of Area Agency reimbursement ceiling for each occurrence. Failure to provide such report within forty-five (45) days following the end of a month may result, at the option of Area Agency, in a forfeiture of such payment. Should a penalty be assessed, the level of service shall remain unchanged.
- vii. The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.
- viii. Payments shall comply with requirements of A.R.S. Title 35 and 41. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the Area Agency.
- ix. In order to receive payment, the Contractor shall have a current IRS w-9 form on file with the Area Agency unless not required by law.

d. Compensation for Rate or Fixed Price

- i. Subject to the availability of funds and during the period of this contract, the Area Agency shall pay the fixed unit prices for each unit of service authorized and delivered to each client in accordance with the Contract Summary.
- ii. The Contractor shall not be entitled to bill the Area Agency, nor shall the Area Agency honor any claim for payment for any client services performed in the development of, or review of a client's plan of care.
- iii. The rates per unit of service as stated in the Contract Summary shall be considered payment in full for all services and supplies rendered or provided under the terms of this contract. The Contractor agrees that it will not bill or charge clients, their families, guardian or conservators for services provided under this contract without prior approval of the Area Agency. The provisions of this section shall not be construed as restricting the right of the Contractor to bill Medicare for allowable costs, and/or to bill clients for other services rendered that are not covered by this contract.
- iv. The Contractor shall be entitled to bill the Area Agency only for those units of service that have

- been performed in accordance with the Scope of Work and Service Specifications of this contract and where the Contractor has obtained a valid client signature each time services were provided.
- v. The Area Agency, working from the Contractor's billing, shall determine the payments to be made to the Contractor for services. If a discrepancy exists between the Contractor's billing and the Area Agency's record of authorized clients and units of service, the amount of the discrepancy will be disallowed and the remainder of the claim processed for payment. The Contractor shall be notified in writing of the amount and reasons for any disallowance and shall be afforded the opportunity to document the appropriateness of the disallowed costs and to resubmit a billing for payment within thirty (30) days of the original due date.
- vi. The Area Agency President/CEO shall be the sole determiner of the availability of funds.
- e. Compensation for Fixed Price with Price Adjustment
 - i. Subject to the availability of funds, Area Agency shall compensate the Contractor for delivery of the contract services designated within the Service Specifications, provided that the services are delivered during the term of the contract and in accordance with the terms and conditions set forth in this contract. The maximum reimbursement ceiling for all Fixed Price with Price Adjustment services provided during the term of this contract is stated in the Contract Summary.
 - ii. At least a ten percent (10%) non-federal match is required for each Area Agency dollar awarded. This non-federal match may be either cash or in-kind.
 - iii. If at contract termination the total number of eligible units of service delivered for any contracted service is less than ninety percent (90%) of the contracted units, Area Agency reserves the right to adjust payments to the Contractor proportionally.
 - iv. The Area Agency shall not be obligated to compensate the Contractor for delivery of contracted services at a ratio greater than the time remaining in the contract year. The schedule of compensation shall be applied quarterly; therefore, a Contractor may not exceed compensation greater than 25%, 50%, 75% based on the period of the contract year served. Area Agency shall have sole and unfettered discretion to deviate from this schedule.
- f. Applicable Taxes
 - i. The Contractor shall be responsible for paying all applicable taxes.
 - ii. The State of Arizona and the Area Agency is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - iii. Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State of Arizona, Area Agency, and its funders harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Workmen's Compensation.

5. Indemnification

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

into this contract. However, the parties further agree that the Area Agency, State of Arizona and DES shall each be responsible for its own negligence. Each party to this contract is responsible for its own negligence. *This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

- c. Indemnification for Subcontractor In addition, the Contractor shall cause its contractor(s) and subcontractor(s), if any, to indemnify, defend, save and hold harmless the Area Agency and State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as Indemnitee) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as Claims) for bodily injury or personal injury (including death), or loss or damage or tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such Contractor to the extent permitted by law, from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable.
- d. Indemnification – Patent and Copyright To the extent permitted by law, the Contractor shall indemnify and hold harmless both Area Agency and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by the Area Agency or the State of materials furnished by Contractor or work performed under this contract by Contractor. The Area Agency shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

6. Insurance

- a. Insurance Requirements Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Area Agency and 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.

- b. Additional Insured Requirements For the purposes of this contract, the identified agencies and specific language shall be identified as additional insured for all contract required insurance policies. The policies shall include or be endorsed to include the following provisions:
 - i. Required Agencies
 - ☒ Area Agency on Aging, Region One Incorporated
 - ☒ State of Arizona and Department of Economic Security
 - ☒ Banner University Family Plan
 - ☒ UnitedHealthcare Community Plan
 - n/a Maricopa County Public Health Department
 - ☒ Mercy Care Plan
 - n/a Total Transit Enterprises, LLC/ Total Transit, Inc./ Veyo, LLC
 - ii. The policy shall be endorsed to include the following Additional Insured language:
"The Additional Insured agencies, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor and including involvement of owned, leased, hired, or borrowed vehicles by the Contractor".
 - iii. The Additional Insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this contract.

- iv. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 - v. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this contract.
 - vi. The Additional Insured endorsement(s), where applicable to liability policies required under these provisions, and which extend policy rights to the Area Agency, shall insure only the vicarious liability to the extent stated in the Indemnification Clause.
- c. Minimum Scope and Limits of Insurance Contractor shall provide coverage with limits of liability not less than those stated below.
- i. Commercial General Liability – Occurrence Form Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.
 - General Aggregate \$3,000,000 (ALTCS) / \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Blanket Contractual Liability – Written & Oral \$1,000,000
 - Fire Legal Liability \$ 50,000
 - Each Occurrence \$1,000,000
 1. The policy shall be endorsed to include coverage for sexual abuse and molestation.
 2. Policy shall contain a waiver of subrogation against all agencies identified as Additional Insureds, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor. This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.
 - ii. Business Automobile Liability - Bodily Injury and Property Damage for any owned, hired, leased, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

 1. The policy shall be endorsed to include the following additional insured language: *The Additional Insured shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.*
 2. Policy shall contain a waiver of subrogation against the Additional Insured, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 3. This section, Business Automobile Liability, shall not be applicable in the event the Contractor (or its subcontractors) does not utilize a vehicle in any manner in the performance of this contract or if the utilization is used only for commuting purposes. In the event the Contractor (or its subcontractors) subsequently utilizes any vehicle in the performance of the contract or utilizes it for other than commuting purposes, this section, Business Automobile Liability, shall be fully applicable, effective the date the utilization is changed.
 - iii. Workers Compensation and Employers' Liability
 1. Workers' Compensation Statutory
 2. Employers' Liability
 - a. Each Accident \$ 500,000
 - b. Disease – Each Employee \$ 500,000
 - c. Disease – Policy Limit \$1,000,000
 3. Policy shall contain a waiver of subrogation against Additional Insureds, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 4. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. §23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
 - iv. Professional Liability (Errors and Omissions Liability)
 1. Requirements as follows
 - d. Each Claim \$1,000,000
 - e. Annual Aggregate \$2,000,000

2. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
 3. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work and Service Specifications, work definitions, and other performance statements of this contract.
- v. Fidelity Bond or Crime Insurance
- Bond Policy Limit \$100,000
1. The bond or policy shall be issued with minimum limits of \$100,000.
 2. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
 3. The bond or policy shall include coverage for third party fidelity.
 4. The bond or policy shall include coverage for theft and mysterious disappearance.
 5. The bond or policy shall contain no requirement for arrest and conviction.
 6. The bond or policy shall cover loss outside the premises of the Named Insured.
- d. Notice of Cancellation Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Area Agency. Such notice shall be sent directly to the Area Agency Contracts Department and shall be sent by certified mail, return receipt requested.
- e. Acceptability of Insurers Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The Area Agency in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency. If the Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the Contractor or subcontractor chooses to use SSCIP, AMRRP, or another approved insurance pool as its insurance provider, the contract/subcontract would be considered as meeting the insurance requirements relating to the A.M. Best rating requirements. Contractors or subcontractors submitting certificates of Insurance identifying SSCIP, AMRRP, or another approved insurance pool will be considered as meeting the insurance requirements including those related to sexual abuse and molestation.
- f. Verification of Coverage
- i. Contractor shall furnish the Area Agency with certificates of insurance (ACORD form or equivalent form approved by Area Agency) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
 - ii. All certificates and endorsements are to be received and approved by the Area Agency before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.
 - iii. All certificates required by this Contract shall be sent directly to Area Agency Contracts Department. The Area Agency contract number and contract description shall be noted or referenced on the certificate of insurance. The Area Agency reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- g. Subcontractors Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the Area Agency separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified within this contract.
- h. Approval Any modification or variation from the Insurance Requirements in this contract shall be made by the Area Agency, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- i. Exceptions
- i. In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or

subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

- ii. In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth in this section and contract, the Contractor may request that the insurance requirements be modified pursuant to paragraph **6.h. Approval of this section**, provided that such request be delivered in writing to Area Agency at least ten (10) days prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.
 1. As provided in paragraph **6.h. Approval of this section**, the Area Agency President/CEO shall decide whether such modification may be permitted.
 2. Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth fully in this **Section 6 Insurance**.

7. Risk and Liability

a. Force Majeure

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

8. Warranties

- a. **Suspension and Debarment**: The Contractor warrants that the corporation has not been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity. If the Contractor is a sub-entity, franchise, or a DBA (doing-business-as) entity of another corporation or entity, Contractor makes the same warrant of suspension and debarment for the other corporation(s). If a Contractor has, prior to or during this contract, been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, the Contractor shall disclose that information to Area Agency in writing within

- ten (10) days of such debarment.
- b. Services The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Area Agency's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Area Agency President/CEO may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.
 - c. Liens The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
 - d. Quality Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the Area Agency of the materials, they shall be
 - i. Of a quality to pass without objection in the trade under the contract description;
 - ii. Fit for the intended purposes for which the materials are used;
 - iii. Within the variations permitted by the contract and are of even kind, quantity, and quality within each unit and among all units;
 - iv. Adequately contained, packaged, and marked as the contract may require; and
 - v. Conform to the written promises or affirmations of fact made by the Contractor.
 - e. Fitness The Contractor warrants that any material supplied to the Area Agency shall fully conform to all requirements of the contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the contract.
 - f. Inspection/Testing The warranties set forth in subparagraphs Liens, Quality, and Fitness of this section are not affected by inspection or testing of or payment for the materials by the Area Agency.
 - g. Compliance with Applicable Laws
 - i. The materials and services supplied under this contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements. Any changes in the governing laws, rules and regulations during the term of this contract shall apply but do not require an amendment to this contract.
 - ii. Contractor shall comply with the laws, rules, regulations and standards contained within the Omnibus Budget Reconciliation Act of 1981 (Public Law 97-35) including Section 2352 "Title XX Block Grants;" Title 45 Code of Federal Regulations Parts 74 and 96; and the Arizona Title XX Social Services Plan.
 - iii. Contractor shall comply with the laws, rules, regulations and standards contained within Title III of the Older Americans Act, as amended; Title 45 Code of Federal Regulations, Part 74 (except Subpart N); Title 45 of the Code of Federal Regulations parts 1320, 1321, 1324, and 1326. In accordance with Title 45 Code of Federal Regulations, Part 1321.51, the Area Agency shall afford the Contractor an opportunity for a hearing when required by the provisions of this part.
 - iv. Contractor shall comply with the provisions of A.R.S. Sections §46-251 through §46-253, Supplemental Payments Program.
 - v. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this contract and any disputes there under. Any action relating to this contract shall be brought in Arizona court.
 - vi. The Contractor shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all applicable implementing Federal regulations. The Contractor shall notify Area Agency no later than one hundred and twenty (120) days prior to any required compliance date if the Contractor is unwilling to or anticipates that it will be unable to meet these requirements. Receipt by the Area Agency of a notice of anticipated inability or unwillingness to comply with these requirements constitutes grounds for the termination of this contract.
 - h. Survival of Rights and Obligations after Contract Expiration or Termination
 - i. Contractor's Representations and Warranties: All representations and warranties made by the Contractor under this contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. §12-510, except as provided in A.R.S. §12-529, the Area Agency or State are not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - ii. Purchase Orders: The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor

prior to the expiration or termination hereof, unless otherwise directed in writing by the Area Agency President/CEO including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

- iii. **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.

9. Contractual Remedies

- a. **Right to Assurance** If Area Agency in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this contract, the Area Agency President/CEO may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may at Area Agency's option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract. For designated agencies, termination shall comply with the Older American's Act legislation.
- b. **Stop Work Order**
 - i. The Area Agency, at any time, by written order to the Contractor, **may** require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the Area Agency after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - ii. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Area Agency President/CEO shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be amended in writing accordingly.
- c. **Non-Exclusive Remedies** The rights and the remedies of the Area Agency under this contract are not exclusive.
- d. **Non-Conforming Tender** Materials or services supplied under this contract shall fully comply with the contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services the Area Agency may terminate the contract for default under applicable termination clauses in the contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- e. **Right of Offset** Area Agency shall be entitled to offset, against any sums due the Contractor, any expenses or costs incurred by the Area Agency or damages assessed by the Area Agency concerning the Contractor's nonconforming performance or failure to perform the contract, including expenses, costs and damages.

10. Contract Termination

- a. **Mutual Agreement** This contract may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- b. **Cancellation for Conflict of Interest** Pursuant to A.R.S §38-511 as may be amended, Area Agency 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 Area Agency 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 as may be amended.
- c. **Gratuities** The Area Agency may, by written notice to the Contractor, terminate this contract in whole or in part if Area Agency determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Area Agency for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including the making of any determination or decision about contract performance. The Area Agency, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the Contractor.

d. Suspension or Debarment

For non-governmental entities: The Area Agency may, by written notice to the Contractor, immediately terminate this contract if the Area Agency determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the Area Agency as identified in **Section 8.a. Suspension and Debarment**.

For governmental entities: Either party may, by written notice, immediately terminate this contract if either party has determined to have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the Area Agency as identified in **Section 10.d. Suspension and Debarment**.

e. Termination for Convenience The Area Agency reserves the right to terminate the contract, in whole or in part at any time, when in the best interests of the Area Agency without penalty or recourse. In addition, the Area Agency has the right to terminate the contract upon the Contractor's noncompliance which does or may jeopardize any Area Agency fund source requirements, standards, or expectations. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Area Agency. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to Area Agency upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply. The Contractor may terminate this contract per this provision by providing at least sixty (60) days written notice to the Area Agency President/CEO.

f. Termination for Default

- i. In addition to the rights reserved under the contract, Area Agency may terminate the contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the contract. The Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor.
- ii. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to the Area Agency on demand.
- iii. This contract is voidable and subject to immediate termination by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the contract and/or any rights there under without Area Agency's prior written approval.
- iv. Area Agency may, upon termination of this contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this contract. The Contractor shall be liable to the Area Agency for any excess costs incurred by the Area Agency in procuring materials or services in substitution for those due from the Contractor.
- v. Area Agency may immediately terminate this contract if the Area Agency determines that the health or welfare or safety of service recipients is endangered.
- vi. For designated agencies, termination shall comply with the Older American's Act legislation.

g. Continuation of Performance Through Termination Area Agency and 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.

h. Termination for Any Reason

- i. In the event the contract is terminated, with or without cause, or expires, the parties, shall assist each other in the transition of services or eligible persons to other contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The

Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.

- ii. **Pertains to non-governmental entities only:** In the event of termination or suspension of the contract by the Area Agency, such termination or suspension shall not affect the obligation of the Contractor to indemnify Area Agency, the State, and DES for any claim by any other party against Area Agency, the State, or DES arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. §35-154 as may be amended, the provisions of this paragraph shall not apply.
- iii. In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to Area Agency within ten (10) days after the date of termination of the contract or upon receipt of notice of termination of the contract, whichever is earlier.

11. Services

- a. Services The Contractor shall provide the services as identified in the Contract Summary of this contract in accordance with the following:
 - i. Scope of Work(s);
 - ii. Service Specification(s);
 - iii. Specific Terms;
 - iv. Approved Methodology(s);
 - v. Documents referenced or included in the solicitation
 - vi. Approved Budget or Rate;
 - vii. Approved Outreach Plan(s), if applicable; and
 - viii. Other Area Agency manuals, policies, procedures, and directives.
- b. Delivery of Services Contractor shall notify and obtain prior approval from Area Agency for modifications affecting the delivery of services which may include but is not limited to the following:
 - i. Increase or decrease in the number of days of operations to existing facilities;
 - ii. Increase or decrease in the number of facilities where services are provided; or
 - iii. Changes to the Methodologies.
- c. Levels of Service
 - i. For designated non-case managed services, if the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.
 - ii. Area Agency makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein.
 - iii. Further, it is understood and agreed that this contract is for the sole convenience of the Area Agency and that the Area Agency reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Area Agency.
 - iv. Area Agency makes no guarantee to purchase all of the service units contracted or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Area Agency may decrease and/or increase them by providing written notice to the Contractor.
 - v. Any administration within the Area Agency may obtain services under this contract.
 - vi. Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.
 - vii. When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.
 - 1. It is expected that the Contractor will serve in excess of contract authorized, case managed, units by as much as 10% without obligation for an Area Agency funding increase.
 - 2. Contractor is expected to serve, at least, within 90% of contracted levels of service. The Area Agency reserves the right to amend the contract funding and units within the contract to correspond with projected levels of service.

12. Area Agency Responsibility

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

13. Contractor Responsibility

a. Audit

- i. In compliance with the Federal Single Audit Act (31 U.S.C. per. 7501-7507 as may be amended and as OMB documents may be consolidated, renamed, or reconfigured), Contractors designated as sub-recipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending federal funds from all sources totaling \$750,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 as may be amended. As outlined in A-133. the Audit Reporting Package shall include:
 1. Financial statements and a schedule of Expenditures of Federal Awards (SEFA)
 2. Summary schedule of prior audit findings
 3. Auditors Reports (detailed in the A-133)
 4. Corrective Action Plan
- ii. The Area Agency's contract numbers and award amounts must be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Area Agency's Chief Finance Officer within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Area Agency's Contracts Department.
- iii. All Contractors are subject to the programmatic and fiscal monitoring requirements of Area Agency to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Area Agency contract numbers and award amounts. The Audit Report, Management Letter and Auditor's Opinion must be submitted to Area Agency within thirty (30) days after the completion of the audit.
- iv. As prescribed in OMB Circular A-133, for-profit sub-recipients are subject to compliance requirements established by the Area Agency. Methods to ensure compliance for Federal awards made to for-profit sub-recipients may include pre-award audits, Area Agency monitoring during the contract, and post-award audits.
- v. Audits of non-profit corporations receiving federal or state monies required pursuant to federal or state law must be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. §35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.

b. Background Checks for Employment through the Central Registry If providing direct services to children or vulnerable adults, the following shall apply:

- i. The provisions of A.R.S. §8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this contract.
- ii. The Contractor will conduct Central Registry Background Checks using the Area Agency contract number: **ADES15-089127**.
- iii. The Contractor will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
 1. All employees of a Contractor;
 2. A subcontractor of a Contractor and the subcontractor's employees; and
 3. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- iv. Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- v. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. §41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. §41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
- vi. Before being employed or volunteering in a position that provides direct services to children or

vulnerable adults, persons shall certify on forms provided by Area Agency whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

- vii. A person awaiting receipt of the Central Registry Background Check may provide direct services to Area Agency clients after completion and submittal of the Direct Service Position certification form if the certification states:
 - 1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
 - 2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- viii. If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to Area Agency clients.
- ix. Contractors will conduct re-checks of any staff or volunteers:
 - 1. Upon request from Area Agency;
 - 2. In conjunction with the fingerprint clearance card renewal; and
 - 3. If the staff/volunteer person has had a period of one (1) year interrupted from employment/service or interrupted from performing direct services.
- x. The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the contract.
- xi. Assistance:
 - 1. The Request for Search of Central Registry for Background Check form is located at:
[Exhibit A \(Form confirmed by DES 05/2019\)](#)
 - 2. The Certification of Direct Service Position is located at:
[Exhibit B \(Form confirmed by DES 05/2019\)](#)
- c. Books and Records
 - i. Under A.R.S. §35-214 and §35-215 **(does not pertain to municipalities)**, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other “records” relating to the acquisition and performance of the contract for a period of five years after the completion of the contract. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
 - ii. Contract service records will be maintained in accordance with this contract amendment(s), scope(s) of service, service specification(s), and any other Area Agency policies and directives. Records shall, as applicable, include but not be limited to meeting the following standards:
 - 1. Adequately identify the service provided and each service recipient’s application for contract and subcontract activities;
 - 2. Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprinting clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
 - a. Specific to staff/volunteers providing transportation services, records must include a copy of a valid driver’s license based on the vehicle to be driven and the initial physical exam and subsequent physical exams per contract requirements.
 - b. Specific to staff/volunteers providing home delivered meals, records must include a copy of a valid driver’s license based on the vehicle to be driven.
 - 3. Include time and attendance records for individual employees to support all salaries and wages paid;
 - 4. Include records of the source of all receipts and the deposit of all funds received by the Contractor;
 - 5. Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
 - 6. Include a complete general ledger and accounts for the collection of all costs and/or fees applicable to the contract; and
 - 7. Include copies of lease/rental agreements, mortgages and/or any other agreements that in any way may affect contract expenditures.
 - iii. Any such records not maintained shall mandate an audit exception in the amount of the inadequately

- documented expenditures.
- iv. Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment.
 - v. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination.
 - vi. Records which relate to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the Area Agency, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.
- d. Certification of Cost or Pricing Data By submittal of an offer, the contract, contract amendment or other official form, the Contractor certifies that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the Area Agency shall be adjusted to exclude any significant amounts by which the Area Agency finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of submittal. Such adjustment by the Area Agency may include overhead, profit, or fees.
- e. Certification of Rate and/or Budget Contractor certifies the following:
- i. The contract Rate or Budget set forth in this contract was prepared in accordance with applicable Area Agency guidelines and procedures;
 - ii. The information which was provided to Area Agency by the Contractor for use as a basis in approving the compensation budget or rate is accurate and in accordance with **Section 13.s, Unallowable Costs** of these Terms and Conditions;
 - iii. Similar types of costs were accorded consistent accounting treatment in the development of the compensation section; and
 - iv. No costs are included as both direct and indirect costs.
 - v. The Contractor agrees that the funds received under this contract will be expended to achieve the purposes of this contract and to meet costs defined as allowable in applicable federal or state laws, rules, regulations and guidelines. For contracts where costs are reimbursed, any costs deemed unallowable as determined by a financial audit shall be subject to recoupment pursuant to **Section 13.p, Payment Recoupment** of these Terms and Conditions. The Contractor shall be entitled to appeal such determination through Area Agency's appeal process.
- f. Conflict of Interest Contractor is responsible to ensure that volunteers and staff do not engage in any extraneous, for hire, or non-contractual service tasks or otherwise engage in a conflict of interest relationship with a service recipient. Contractor shall have a specific Conflict of Interest policy to include staff training and monitoring system to ensure compliance.
- g. Gratuities Contractor and all representatives, staff, and volunteers shall not accept any form of gratuity including but not limited to cash, promise of cash, property, gifts, or services from service recipients. Contractor shall have a specific Gratuity Policy including staff training and monitoring system to ensure compliance.
- h. Code of Conduct The Contractor shall avoid action that might create or result in the appearance of:
- i. Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;
 - ii. Acting on behalf of the Area Agency or contracted funding sources, without appropriate authorization;
 - iii. Provide favorable or unfavorable treatment to anyone;
 - iv. Make a decision on behalf of the Area Agency that exceeds Contractor's authority that could result in partiality, or have a political consequence for the Area Agency or contracted funding sources.
 - v. Misrepresent or otherwise impede the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the Area Agency or contracted funding sources.
 - vi. Loss of impartiality when advising the Area Agency or contracted funding sources.
- i. Competitive Bidding Contractor is authorized to purchase the supplies and equipment itemized in the contract or specified in an amendment for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items, having a useful life of more than one year and an acquisition cost of \$5,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this

provision shall be considered a financial audit exception. The documentation of bids and bid acceptance decision must be maintained by the Contractor and made available to Area Agency for review upon written request.

- j. Disaster Preparedness Contractor will develop and implement an emergency preparedness plan describing agency protocols to assist clients in the event of an emergency/disaster. The plan should include agency methods of coordination with state and/or local emergency response agencies. Contractor agrees to conduct staff training on the implementation of the emergency preparedness plan.
- k. Equipment
 - i. If the Contractor is authorized, specifically by the Area Agency, to purchase equipment, it shall be itemized in the contract or in the Terms of the amendment for utilization in the delivery of contract services. If equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with Area Agency funds, shall be reported in accordance with Area Agency Finance Manual inventory policies and procedures. The Contractor shall report equipment purchased with contract funds to Area Agency within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with Area Agency funds and submit the equipment inventory to the Area Agency.
 - ii. Reimbursement claims for equipment must include the detailed receipt identifying the equipment item, cost including taxes, shipping, and installation, and the type(s) of funds used from the Area Agency.
 - iii. The Area Agency and its funding sources shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all equipment purchased or assigned to the Contractor under this contract. Area Agency shall be included as a co-insured on any insurance policy which covers equipment purchased under this contract.
 - iv. The Contractor shall not dispose of any equipment purchased or assigned under this contract without the prior written consent of Area Agency during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.
 - v. Upon termination of this contract, any equipment purchased or assigned under this contract shall be disposed of as directed by Area Agency and, if sold, Area Agency shall be compensated in the amount of its equitable interest.
 - vi. Under a Fixed Price contract, **Section i.** and **Section v.** do not apply unless specifically required by federal or state law.
- l. E-Verify
 - i. In accordance with A.R.S. §41-4401 as may be amended, Contractor warrants compliance with all federal immigration laws and regulations relating to employees and warrants to compliance with section A.R.S. §23-214, Subsection A as may be amended which reads: *"After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years whichever is longer."*
 - ii. A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
 - iii. Failure to comply with an Area Agency audit process to randomly verify the employment records of the Contractor and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
 - iv. Area Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty statement herein.
- m. Fingerprinting
 - i. Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
 - ii. Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited to, the following: A.R.S. §§36-594.01, 36-3008, 41-1964,

and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this contract. The contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.

- iii. "Certifications regarding pending or past criminal matters" as identified above may be satisfied through the submission of the Criminal History Self Disclosure Affidavit by staff/volunteers. Such use of this form cannot be construed as the only manner or the best manner to obtain certifications regarding pending or past criminal matters. The Criminal History Self Disclosure affidavit form is located at:
 - 1. Exhibit C (Form confirmed by DES 05/2019) English
 - 2. Exhibit D (Form confirmed by DES 05/2019) Spanish
- iv. To the extent A.R.S. §46-141 as may be amended, is applicable to contract performance or the services provided under this contract, the following provision apply:
 - 1. Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for fingerprint clearance card within seven working days of employment. The Contractor is required to maintain complete documentation of all fingerprint clearance cards to demonstrate all personnel have clearance including copies of the front and back of the card. For employees/volunteers who have the fingerprint clearance card prior to working/volunteering with the Contractor, the Contractor needs to verify the status of the card at the following website:
https://webapps.azdps.gov/public_inq_acct/acct/ShowClearanceCardStatus.action
 - 2. Except as provided in A.R.S. §46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles or vulnerable adults certifies pursuant to the provisions of A.R.S. §46-141 as may be amended, that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
 - 3. Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing, or are awaiting trial on any offense as described in A.R.S. §46-141 (H) (as may be amended).
- v. Contractor is solely responsible for maintaining and providing upon request documentation verifying all aspects of this section.
- n. IT 508 Compliance Unless specifically authorized in the contract, any electronic or information technology offered to the Area Agency under this contract shall comply with A.R.S. §41-3531 and §3532 as may be amended, and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public with disabilities shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
- o. Payment Indemnification The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Area Agency harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Area Agency's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.
- p. Payment Recoupment Contractor shall reimburse Area Agency upon demand or Area Agency may deduct from future payments for the items below.
 - i. Any amounts received by the Contractor from Area Agency for contract services which have been inaccurately reported or are found to be unsubstantiated;
 - ii. Any amounts paid by the Contractor to a subcontractor not authorized in writing by Area Agency;
 - iii. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the **Section 3.k, Substantial Interest Disclosure** and/or **Section 10.b. Cancellation for Conflict of Interest** of these Terms and Conditions;

- iv. Any amounts paid by Area Agency for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
 - v. Any amounts expended for items or purposes determined unallowable by Area Agency when this contract provides for the reimbursement of costs, see the **Section 13.s, Unallowable Costs** section of these Terms and Conditions;
 - vi. Any amounts paid by Area Agency for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
 - vii. Any amounts received by the Contractor from Area Agency which are identified as a financial audit exception;
 - viii. Any amounts received by the Contractor from Area Agency which are identified as a financial audit exception;
 - ix. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
 - x. Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to **Section 13.d, Certification of Cost or Pricing Data** of these Terms and Conditions;
 - xi. Any payments made for services rendered before the contract begin date or after the contract termination date.
- q. **Reporting Requirements**
- i. Unless otherwise provided in this contract and specifically excluding the last reporting month of the contract term, reporting shall adhere to the following schedule: no later than the tenth (10th) day following each month during the contract term the Contractor shall submit to Area Agency programmatic and financial reports in the form set forth in the contract or by Area Agency directive. Failure to submit accurate and complete reports by the tenth (10th) day following the end of each month may result, at the option of Area Agency, in assessing available penalties as allowed in **Section 4.c.vi Contract Payment Provision** of these Terms and Conditions. **Reference Exhibit E.**
 - ii. For the final billing month of the fiscal year, no later than the Area Agency appointed day following end of each contract term, the Contractor shall submit to Area Agency a final program and fiscal report.
 - iii. Failure to submit the final program and fiscal report within the above time period may result, at the option of Area Agency, in forfeiture of final payment.
- r. **Supporting Documents and Information** In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish Area Agency with any further documents and information deemed necessary by Area Agency. Upon receipt of a request for information from Area Agency, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.
- s. **Unallowable Costs** The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Area Agency funds. In addition, the Contractor shall comply with the following publications (including subsequent revisions) as applicable:
- i. OMB Circular A-87 for State, local and Indian Tribal Governments.
 - ii. OMB Circular A-122 for private nonprofit organizations other than institutions of higher education, hospitals or others specified in A-122.
 - iii. OMB Circular A-21 for educational institutions.
 - iv. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

14. Contract Performance Terms

- a. **Evaluation** Area Agency may evaluate and the Contractor shall cooperate in the monitoring, assessing, and evaluation of contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract. As requested by the Area Agency, the Contractor shall participate in third party evaluations relative to contract impact in support of Area Agency and contract goals. Evaluations shall include access to all subcontractor services if applicable.
- b. **Monitoring** Area Agency may monitor the Contractor and/or subcontractor and they shall cooperate in

the monitoring of services delivered, facilities and records maintained and fiscal practices.

c. Non-Discrimination

- i. 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.
- ii. Unless exempt under federal law, the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- iii. If Contractor is an Indian Tribal government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.
- iv. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.
- v. The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

“Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, [insert Contractor name here] prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The [insert Contractor name here] must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the [insert Contractor name here] must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the [insert Contractor name here] will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact [insert Contractor contact person and phone number here]. Para obtener este documento en otro formato u obtener informacion adicional sobre esta politica, contact [insert Contractor contact person and phone number here].”

- d. Personnel The Contractor’s personnel shall satisfy all qualifications, carry out all duties, and work the hours set forth in this contract.

- e. Professional Standards The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.

f. Visitation, Inspection, and Copying

- i. Contractor's or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by Area Agency and any other appropriate agent of a funding source or the state or federal government. At the discretion of Area Agency, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If Area Agency deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services, and individuals served, as well as inspect and copy their contract-related books and records.
- ii. Facilities Inspection and Materials Testing The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor’s processes or services, at reasonable times for inspection of the facilities or materials covered under this contract. The Area Agency shall also have the right to test, at its own cost, the materials to be supplied under this contract. Neither inspection of the Contractor’s facilities nor materials testing shall constitute final acceptance of the materials or

services. If the Area Agency determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the Area Agency for testing and inspection.

15. Programmatic Terms

- a. Client Contributions, Fees, and Program Income The Contractor shall impose no fees or charges of any kind upon recipients of contract services without written approval from the Area Agency President/CEO. The Contractor shall solicit voluntary contributions from recipients/clients for services received. The Contractor shall not deny or affect levels, delivery, quality of service to any client solely because he/she refuses to make a contribution. Any contributions generated and received by the Contractor as a result of contract services must be directly allocated to the contracted service and shall be disposed of and reported in accordance with the Area Agency Finance Manual.
- b. Confidentiality
 - i. Contractor shall observe and abide by all applicable State and Federal statutes, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Area Agency and/or the Attorney General's Office as required by the terms of this contract, by law, or upon their request.
 - ii. The contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.s. 41-161 et. seq. Area Agency will advise the Contractor as to the applicable policies and procedures the State and/or DES have adopted for such compliance.
 - iii. Notwithstanding the foregoing, Contractor may release public records redacting confidential and personal identifying information in response to a valid public records request pursuant to the Arizona Public Records Law (A.R.S. §39-121 et seq.), provided, that in the event such a public records request is received, Contractor shall immediately notify Area Agency and thereafter permit Area Agency (or any counterpart of the Area Agency to whom the records or information subject to the request belongs or concerns) to intervene in order to secure a protective order or other appropriate relief from a court of competent jurisdiction. The protective action described in the preceding sentence shall be undertaken (if at all) in sole discretion of Area Agency and/or its counterparties, and a protective order or other appropriate relief must be obtained within ten (10) business days from the date that notification of the public records request is delivered by Contractor to Area Agency. Contractor shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records, nor shall Contractor be in any way financially responsible for any costs associated with securing such an order.
- c. Fair Hearings and Service Recipients' Grievances
 - i. The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to Area Agency any grievances arising from the delivery of contract services, including but not limited to ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Area Agency may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
 - ii. The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Area Agency for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.
- d. Outcome Measurement Participation The Contractor shall participate with the Area Agency in efforts to comply with federal and state mandated requirements regarding the tracking of outcome measurement performance data and standards. Measurement data may be developed through joint planning efforts between the Contractor and the Area Agency or required as a result of mandates from federal or state fund sources.

CONTRACTOR SPECIFIC TERMS
Subcontract Provisions for ALTCS Funded Service Programs

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

1. Definitions
 - a. ALTCS shall mean Arizona Long Term Care System
 - b. ALTCS Agency shall mean individually or collectively the following agencies: Banner University Family Plan, UnitedHealthcare Community Plan, Mercy Care Plan, and any other agency(s) that may be initiated by ALTCS during the duration of this contract.
 - c. AHCCCS shall mean Arizona Health Care Cost Containment System administration.
2. Adult Day Health Care Rates The contracted unit rates for adult day health care shall be subject to the actions, decisions, and policies of the ALTCS Agencies individually.
3. Assignment and Delegation of Rights and Responsibilities No payment due the Contractor under this subcontract may be assigned without the prior approval of Area Agency which may require further approval from an ALTCS Agency. No assignment or delegation of the duties of this subcontract shall be valid unless prior written approval is received from AHCCCS. (A.A.C. R2-7-305)
4. Awards of Other Subcontracts AHCCCS and/or the ALTCS Agency may undertake or award other contracts for additional or related work to the work performed by the Contractor and the Contractor shall fully cooperate with such other contractors, subcontractors or state employees. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor, subcontractor or state employee. (A.A.C. R2-7-308)
5. Certification of Compliance – Anti-Kickback and Laboratory Testing By signing this subcontract, the Contractor certifies that it has not engaged in any violation of the Medicare Anti-Kickback statute (42 USC §§1320a-7b) or the "Stark I" and "Stark II" laws governing related-entity referrals (PL 101-239 and PL 101-432) and compensation there from. If the Contractor provides laboratory testing, it certifies that it has complied with 42 CFR §411.361 and has sent to AHCCCS simultaneous copies of the information required by that rule to be sent to the Centers for Medicare and Medicaid Services. (42 USC §§1320a-7b; PL 101-239 and PL 101-432; 42 CFR §411.361)
6. Certification of Truthfulness of Representation By signing this contract, the Contractor certifies that all representations set forth herein are true to the best of its knowledge.
7. Clinical Laboratory Improvement Amendments of 1988 The Clinical Laboratory Improvement Amendment (CLIA) of 1988 requires laboratories and other facilities that test human specimens to obtain either a CLIA Waiver or CLIA Certificate in order to obtain reimbursement from the Medicare and Medicaid (AHCCCS) programs. In addition, they must meet all the requirements of 42 CFR 493, Subpart A. To comply with these requirements, AHCCCS requires all clinical laboratories to provide verification of CLIA Licensure or Certificate of Waiver during the provider registration process. Failure to do so shall result in either a termination of an active provider ID number or denial of initial registration. These requirements apply to all clinical laboratories. Pass-through billing or other similar activities with the intent of avoiding the above requirements are prohibited. The Contractor may not reimburse providers who do not comply with the above requirements. (CLIA of 1988; 42 CFR 493, Subpart A)
8. Compliance with AHCCCS Rules Relating to Audit and Inspection The Contractor shall comply with all applicable AHCCCS Rules and Audit Guide relating to the audit of the Contractor's records and the inspection of the Contractor's facilities. If the Contractor is an inpatient facility, the Contractor shall file uniform reports and Title XVIII and Title XIX cost reports with AHCCCS. A.R.S. §41-2548; 45 CFR 74.48(d)
9. Compliance with Laws and Other Requirements The Contractor shall comply with all federal, State and local laws, rules, regulations, standards and executive orders governing performance of duties under this contract, without limitation to those designated within this contract. [42 CFR 434.70] [42CFR 438.6(1)]
10. Confidentiality Requirement The Contractor shall safeguard confidential information in accordance with federal and State laws and regulations, including but not limited to, 42 CFR Part 431, Subpart F, A.R.S. §36-107, 36-2903, (for

Acute), 36-2932 (for (ALTCS), 41-1959 and 46-135, THE Health Insurance Portability and Accountability Act (Public Law 107-191 Statutes 1936), 45 CFR Parts 160 and 164, and AHCCCS Rules.

11. Conflict of Interpretation of Provisions In the event of any conflict in interpretation between provisions of this contract and the AHCCCS Minimum Subcontract Provisions, the latter shall take precedence.
12. Contract Claims and Disputes Contract claims and disputes arising under A.R.S. Title 36, Chapter 29 shall be adjudicated in accordance with AHCCCS Rules, A.R.S. §36-2901 et seq. (for Acute) and A.R.S. §36-2931 et seq. for (ALTCS).
13. Encounter Data Requirement If the Contractor does not bill the Area Agency (e.g., Contractor is capitated), the Contractor shall submit encounter data to the Area Agency in a form, acceptable to AHCCCS.
14. Evaluation of Quality, Appropriateness, or Timeliness of Services AHCCCS or the U.S. Department of Health and Human Services may evaluate, through inspection or other means, the quality, appropriateness or timeliness of services performed under this subcontract.
15. Fraud and Abuse If the Contractor discovers, or is made aware, that an incident of suspected fraud or abuse has occurred (related to business operations, not related to client / participant fraud or abuse), the Contractor shall report the incident to the Area Agency and to AHCCCS Office of Inspector General immediately within one business day and to the ALTCS Agency. All other incidents of potential fraud should be reported to the Area Agency.
16. General Indemnification To the extent permitted by law the parties to this contract agree that AHCCCS shall be indemnified and held harmless by the Area Agency and Contractor for the vicarious liability of AHCCCS as a result of entering into this contract. However, the parties further agree that AHCCCS shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence. Contractor shall provide training staff regarding fraud, waste, and abuse of contracted services and funds.
17. Insurance The Contractor shall maintain for the duration of this subcontract a policy or policies of professional liability insurance, comprehensive general liability insurance and automobile liability insurance in amounts that meet ***Terms and Conditions, Section 6, Insurance***. The Contractor agrees that any insurance protection required by this contract, or otherwise obtained by the Contractor, shall not limit the responsibility of Contractor to indemnify, keep and save harmless and defend the State and AHCCCS, their agents, officers and employees as provided herein. Furthermore, the Contractor shall be fully responsible for all tax obligations, Worker's Compensation Insurance, and all other applicable insurance coverage, for itself and its employees, and AHCCCS shall have no responsibility or liability for any such taxes or insurance coverage. (45 CFR Part 74) The requirement for Worker's Compensation Insurance does not apply when a Contractor is exempt under A.R.S. §23-901, and when such Contractor executes the appropriate waiver (Sole Proprietor/ Independent Contractor) form to Area Agency. *[This provision applies only if the Contractor provides services directly to AHCCCS members]*
18. Limitations on Billing and Collection Practices Except as provided in federal and state law and regulations, the Contractor shall not bill, or attempt to collect payment from a person who was AHCCCS eligible at the time the covered service(s) were rendered, or from the financially responsible relative or representative for covered services that were paid or could have been paid by the System. This limitation does not prevent the Contractor from engaging in additional services to the client that are specifically requested by the client or from the financially responsible relative or representative for covered services. Contractor must first submit notification to the ALTCS Agency representative of the eligible member and document such notification and the confirmation from the representative. For only these additional services may the Contractor bill, collect, or attempt to collect payment from persons herein identified.
19. Maintenance of Requirements to do Business and Provide Services The Subcontractor shall be registered with AHCCCS through and in cooperation with the Area Agency and shall obtain and maintain all licenses, permits and authority necessary to do business and render service under this subcontract and, where applicable, shall comply with all laws regarding safety, unemployment insurance, disability insurance and worker's compensation.
20. Non-Discrimination The Contractor shall comply with State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, gender, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable Federal and state laws, rules and regulations, include the Americans

with Disabilities Act and Title VI. The Contractor shall take positive action to ensure that applicants for employment, employees, and persons to whom it provides service are not discriminated against due to race, creed, color, religion, sex, national origin, or disability. (Federal regulations, State Executive Order #99-4)

21. Prior Authorization and Utilization Management The Area Agency and Contractor shall develop, maintain and use a system for Prior Authorization and Utilization Review that is consistent with AHCCCS Rules and the ALTCS Agency's policies.
22. Records Retention
- a. The Contractor shall maintain books and records relating to covered services and expenditures including reports to AHCCCS and working papers used in the preparation of reports to AHCCCS. The Contractor shall comply with all specifications for record keeping established by AHCCCS. All books and records shall be maintained to the extent and in such detail as required by AHCCCS Rules and Policies. Records shall include but not be limited to financial statements, records relating to the quality of care, medical records, prescription files, and other records specified by AHCCCS.
 - b. The Contractor agrees to make available at its office at all reasonable times during the term of this contract and the period set forth in the following paragraphs, any of its records for inspection, audit, or reproduction by any authorized representative of AHCCCS, state, or federal government.
 - c. The Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract unless a longer period of time is required by law. For retention of patient medical records, the Contractor shall ensure compliance with A.R.S. §12-2297 which provides, in part that a health care provider shall retain patient medical records according to the following:
 1. If the patient is an adult, the Contractor shall retain the patient medical records for at least six (6) years after the last date the adult patient received medical or health care services from the Contractor.
 2. If the patient is under eighteen (18) years of age, the provider shall retain the patient medical records either for at least three years after the child's eighteenth birthday or for at least six years after the last date the child received medical or health care services from the Contractor, whichever date occurs later.
 3. In addition, the Contractor shall comply with the record retention periods specified in the HIPAA laws and regulations, including, but not limited to, 45 CFR 164.530(j)(2).
 - d. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination. Records which relate to grievances, disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by AHCCCS, shall be retained by the Contractor for a period of five (5) years after the date of final disposition or resolution thereof unless a longer period of time is required by law. (45 CFR 74.53; 42 CFR 431.17; ARS §41-2548)
23. Severability If any provision of these standard contract terms and conditions is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law.
24. Standards of Conduct The Contractor will perform services for ALTCS members consistent with the proper and required practice of medicine including requirements within this contract and must adhere to the customary rules of ethics and conduct of its appropriate professional organization including, but not limited to, the American Medical Association and other national and state boards and associations or health care professionals to which they are subject to licensing, certification, and control.
25. Subjection of Subcontract Contractor may not engage in a subcontract for Area Agency services without prior written consent from the Area Agency. The terms of any subcontract shall be subject to the applicable material terms and conditions of the contract existing between the Contractor and Area Agency and AHCCCS for the provision of covered services.
26. Termination of Contract Area Agency may, by written notice to the Contractor, terminate this contract if it is found, after notice and hearing by the Area Agency and/or State, that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view towards securing a contract or securing favorable treatment with respect to the awarding, amending or the making of any determinations with respect to the performance of the Contractor; provided, that the existence of the facts upon which the Area Agency and/or State makes such findings shall be in issue and may be reviewed in any competent court. If the contract is terminated under this section, unless the Contractor is a governmental agency,

instrumentality or subdivision thereof, Area Agency and/or AHCCCS shall be entitled to a penalty, in addition to any other damages to which it may be entitled by law, and to exemplary damages in the amount of three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee. [AAC R2-5-501; ARS §41-2616 C.; 42 CFR 434.6,a.(6)]

27. Voidability of Contract This contract is voidable and subject to immediate termination by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the contract without Area Agency's prior written approval.
28. Warranty of Services The Contractor, by execution of this contract, warrants that it has the ability, authority, skill, expertise and capacity to perform the services specified in this contract.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

17.0 CONGREGATE MEALS

17.1 Purpose Statement

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

17.2 Service Description

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

17.2.3 Congregate nutrition services:

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

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

17.2.5 Eligibility Requirements – The Contractor shall provide services ~~are provided~~ to individuals that meet the eligibility requirements described in Chapter 3000, Section 3100 of the DAAS Policy and Procedure Manual, as may be amended.

17.3 Service Requirements – The Contractor shall provide:

17.3.1 Menu planning

1. Develop cycle menus to be used on a semi-annual basis (every 6 months). A cycle menu is a six or more week menu that will be rotated throughout the period.
2. Keep menus, as served, available for audit inspection for at least one year after the meals have been served. Menus shall also be kept for at least one year at the meal preparation site and the location where the meal was served.
3. Guarantee a mechanism is in place to solicit the advice and expertise of:
 - a. a dietitian or other individual described in paragraph in 17.4
 - b. meal participants, and
 - c. other individuals knowledgeable with regard to the needs of older individuals as stated in DAAS Policy and Procedure Manual, Chapter 3000, Section 3200
4. Compose menus in the dominant language or languages of the participant group for each site.
5. Incorporate ethnic and cultural preferences of participants when planning menus.
6. Plan, prepare, provide and serve meals in accordance with the Arizona Department of Economic Security Division of Aging and Adult Services “Nutrition, Food Service, and Wellness Manual (2008)” and as amended.
7. Require that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes for nutrients as may be amended, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
 - i. Each meal must contain a specified number of calories as defined in DAAS policies and procedures.
 - ii. Plan the menu with a majority as hot meals.
 - iii. A few cold meals may be planned, such as once a week during the summer, to add variety to the menu. Examples include chef salad, sub sandwich or deli plate.
8. Submit menus per the DAAS Policy and Procedures Manual, as may be amended on a standardized menu form and secure the approval of a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to serving.
 - i. The R.D., Nutritionist, DTR, or CDM shall verify this by computerized nutritional analysis of at least one meal per week of the menu cycle and adherence to menu requirements in the Arizona Department of Economic Security Division of Aging and Adult Services “Nutrition, Food Service, and Wellness Manual” and as may be amended. ~~from time to time.~~
9. Plan menus to reduce the frequent use of foods high in sugar, salt, and saturated fats.
10. Plan menus considering the availability of foods during seasons when they are most plentiful.

17.3.2 Provide meal preparation and service

1. Prepare or arrange for preparation and service of meals, and adhere to menus as written. Substitutions which shall be made because of a temporary inability to obtain certain foods shall be selected from the same food group, for example, 1/2 cup carrots for 1/2 cup green beans. Substitution menus for holidays and special occasions must meet menu

requirements. All substitutions shall be documented on the menu for site review.

2. Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
3. Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus shall be approved by a Registered Dietitian or Nutritionist.
4. Maintain a distinct and physical separation of dining facilities from food preparation facilities.
5. Use facilities and equipment that are suitable and accessible for use by aged and disabled individuals when providing congregate meals.
6. Allow adequate aisle space between tables for the use of wheelchairs, or to allow persons with canes or other support devices to walk with ease.
7. Post menus at the site at least one week in advance, in a location at the site that is clearly accessible and visible to individuals attending the congregate meals site.
8. Obtain the individual's signature and date for each meal served and maintain the signatures in a central file, or contractor staff shall certify the individuals and dates for which each meal was served and maintain the certification in a central file.
9. Document the number of meals provided each month.
10. Review food service expenditures in order to further cost effective management.
11. Develop and implement an emergency plan to be used when a meal cannot be prepared or is unsuitable for consumption. This includes a one-day emergency menu with supplies on hand for implementation.
12. Give participants an opportunity to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual Chapter 3000, Section 3200, as may be amended.
13. Prepare and serve congregate meals in compliance with all municipal, county, state, and federal requirements related to the food service operation.

17.3.3

Staff Training

1. Provide food safety and sanitation training for all new food service personnel within the first month of employment to include at a minimum, but not limited to: personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal and/or storage of left-overs.
2. Require that all food handlers pass a course in food safety and sanitation within one month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or other course approved by their County Health Department.
3. Provide training on a periodic basis to persons preparing and delivering meals. Training is encouraged in the areas of food safety and sanitation, storage, food preparation and service, cost effective management, purchasing, menu planning, equipment operation and safety.
4. Document staff certification and training in personnel files.

17.3.4

Nutrition Education

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

8. Require that every participant is given the Nutrition Screening Checklist initially, and annually thereafter. Those at high nutritional risk with a score of six or higher are referred to a healthcare professional for nutrition-related counseling.
- 17.3.5 Social Interaction
1. Provide activities that encourage social interaction, e.g., recreation and group activities.
 2. Establish and maintain project/site councils to provide input on activities.
- 17.3.6 Site Monitoring
1. Monitor on an annual basis the centers/sites for compliance to the scope of work.
 2. Establish timeframes (not to exceed 30 days) for centers/sites to respond to monitoring reports and to initiate corrective actions.
- 17.4 Licensure/Certification Requirements – The Contractor shall ensure require that:**
- 17.4.1 Registered Dietitians and Registered Dietetic Technicians meet the requirements for membership in the American Dietetic Association, have successfully completed the examination for registration, and meet continuing education requirements.
- 17.4.2 Nutritionists hold a Bachelor's or Master's degree in food and nutrition.
- 17.4.3 Certified Dietary Managers meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association, in good standing with the Board, and meet continuing education requirements.
- 17.4.4 Staffing Standards
1. Newly hired employees providing congregate meals shall submit three (3) references from persons other than their family members. All references, whether verbal or written, shall be contacted and results documented in the personnel record.
- 17.5 Performance Measures**
- 17.5.1 Number of congregate meals served annually.
- 17.5.2 Site Council minutes indicate participant input into menu planning.
- 17.6 Reporting Unit**
- 17.6.1 One unit of service equals one meal.

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

CONGREGATE MEALS

1. SERVICE DESCRIPTION
 - a. To provide for delivery of congregate meals.
2. STAFFING REQUIREMENTS
 - a. Three (3) references from persons other than family members must be contacted for newly hired congregate meal employees and newly recruited volunteers. Documentation of contacts must be kept on file.
 - b. Training shall be provided for persons providing congregate meals. Training shall be conducted prior to the person performing the delivery on their own. Training must minimally include:
 1. Require that all food handlers pass a course within one month of employment. The site manager shall have additional training such as ServSafe or other courses approved by the Maricopa County Health Department.
 2. Document staff certification and training in personnel files.
 3. Contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.
3. CLIENT CONTRIBUTION POLICIES
 - a. All eligible clients shall be provided the opportunity to contribute toward the cost of service.
 - b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
 - c. Suggested contribution rates shall be developed by the Contractor through the site council and reviewed annually. Any suggested contribution shall not imply a charge.
 - d. Any method or combination of methods for clients to contribute must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client during service delivery or by mail.
 - e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall follow generally accepted accounting principles.
 - f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency on Aging monthly financial report.
4. REPORTING REQUIREMENTS

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

 - a. All congregate meal operations must be conducted using the Pharos™ software.
 - b. Reports and documentation must be reported on a calendar month only as follows:
 - i. program report.
 - ii. financial statement.
5. DEFINITION OF UNIT OF SERVICE
 - a. One unit of service equals one meal served to a client.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

23.0 HOME DELIVERED MEALS

23.1 Purpose Statement

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

23.2 Service Description

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

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

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

23.2.4 A “wellness check” is conducted at the time of the meal delivery to evaluate the general health and well-being of the individual.

23.2.5 The service also provides for the opportunity for socialization.

23.2.6 Eligibility Requirements - The Contractor shall provide services to individuals that meet the eligibility requirements described in Chapter 3000, Section 3100 of the Division of Aging and Adult Services (DAAS) Policy and Procedure Manual, as may be amended.

23.3 Service Requirements – The Contractor shall provide:

23.3.1 Menu planning

1. Develop cycle menus of six weeks or more to be rotated on a semi-annual basis (every six months).
2. Keep menus available, as served, for audit inspection for at least one year after the meals have been served.
3. Develop/distribute menus in the dominant language or languages of the participant group.
4. Incorporate ethnic and cultural preferences when planning menus.
5. Require a mechanism ~~is in place~~ to solicit the advice and expertise of:
 1. a dietitian or other individual described in 23.3.1.11,
 2. meal participants, and
 3. other individuals knowledgeable with regard to the needs of older individuals as stated in the DAAS Policy and Procedure Manual, Chapter 3000, Section 3230
6. Plan, prepare, provide and serve meals in accordance with the Arizona Department of Economic Security Division of Aging and Adult Services “Nutrition, Food Service, and Wellness Manual” as amended.
7. Require that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes of nutrients, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
8. Require that meals are planned following the current Dietary Guidelines for Americans, as may be amended.
9. Each meal must contain a specified number of calories as defined in the DAAS Policy and Procedure Manual.
10. Plan a majority of meals as hot. A few cold meals may be planned, such as once a week during the summer, to add variety to the menu. Examples include chef salad, sub sandwich or deli plate.
11. Submit menus on a standardized menu form to, and secure the approval of, a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to serving. The R.D., Nutritionist, DTR, or CDM verifies menus by computerized nutritional analysis of at least one meal per week of the menu cycle and adherence to menu requirements in the DES/DAAS “Nutrition, Food Service and Wellness Manual” as may be amended.
12. Plan menus to reduce the frequent use of foods high in sugar, salt, and saturated fats.
13. Plan menus considering the availability of foods during seasons when they are most plentiful.

23.3.2 Meal Preparation and Service

1. Provide a nutritious home delivered meal at least once a day, five days a week except in rural areas where such frequency is not feasible, and as approved by the DAAS.
2. Prepare or arrange for preparation and service of meals, and adhere to menus as written.
3. Require that menu substitutions made because of a temporary inability to obtain certain foods are

selected from the same food group, for example, 1/2 cup carrots for 1/2 cup green beans.

1. Substitution menus for holidays and special occasions must meet menu requirements.
2. All substitutions must be documented on the menu for site review.
4. Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
5. Package and deliver meals in a safe and sanitary manner.
6. Deliver meals directly to an individual, i.e., not left on doorsteps, mailboxes, or porches.
7. Provide each new participant with a current week's menu and provide on-going individuals with a copy of the menu at least one week in advance.
8. Obtain the individual's authorized signature and date for each meal delivered and maintain the signatures in a central file.
9. Document in the individual's service log the number of meals received each month.
10. Maintain record/log of the number of meals delivered each month to each individual.
11. Assess general mental and physical health status ("wellness check") of the individual at the time of meal delivery.
12. Refer all individuals for appropriate action who present additional medical or social problems during the course of service delivery.
13. Prepare then chill/freeze for distribution when appropriate for the preservation of the nutritional quality of the meal and/or the efficiency of food delivery. Documentation of the individual's ability to store and reheat the meal to appropriate temperatures must be maintained in the file.
14. Provide a frozen or shelf stable meal when it will be used as meals for non-delivery days, additional meals for the same day, or where it is cost-effective to service expansion to provide frozen meals beyond the limitations of a hot meal delivery circuit, provided that:
 1. The meal, its menu, and its preparation meet all the required standards;
 2. It is verified and documented in the case record that the individual has the facilities to properly store and prepare frozen meal(s); and
 3. If an individual is to receive more than one frozen meal per delivery, that the reason for receiving delivery of multiple meals is documented in the individual's case record.
15. Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus must be approved by a RD, Nutritionist, DTR, or CDM.
16. Review food service expenditures in order to further cost effective management.
17. Develop and implement an emergency plan to be used when the meal cannot be prepared or is unsuitable for consumption. This includes a one-day emergency menu with supplies on hand for implementation.
18. Give individuals an opportunity to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual, Chapter 3190, as may be amended.
19. Require that every individual given the Nutrition Screening Checklist initially, and annually thereafter. Those at high nutritional risk with a score of six or greater are referred to a healthcare professional for nutrition-related counseling.

23.3.3

Staff Training

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

23.3.4

Nutrition Education

1. Provide to home delivered meal participants the printed nutrition education materials two times per quarter.

2. Plan, develop, and implement a written nutrition education program that includes at least two handouts each quarter, and that pertain to nutritionally related topics that are culturally sensitive such as, but not limited to:
 1. dietary guidelines for older adults
 2. modified meals and chronic disease
 3. food and drug interaction
 4. physical fitness health information as it relates to nutrition
 5. meal planning and preparation
 6. budgeting, shopping
 7. sanitation
3. Require that materials provided to ~~participants~~ individuals to allow for ~~participant~~ individual choices to achieve optimal nutritional health and remain independent in their homes and communities.
4. Require that nutrition information provided to ~~participants~~ individuals is backed by credible research, such as but limited to: The American Dietetic Association, United State Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease Control, Administration on Aging, and the National Institute on Aging.

23.4 Licensure/Certification Requirements – The Contractor shall:

- 23.4.1 Require that Registered Dietitians and Registered Dietetic Technicians meet the requirements for membership in the American Dietetic Association, have successfully completed the examination for registration, and meet continuing education requirements.
- 23.4.2 Require that Nutritionists hold a Bachelor's or Master's degree in food and nutrition.
- 23.4.3 Require that Certified Dietary Managers meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association and who meet continuing education requirements and are in good standing with the Board.
- 23.4.4 Prepare and deliver meals in compliance with all local, county, state, and federal regulations and requirements for food service.

23.5 Performance Measure

- 23.5.1 Number of home delivered meals served annually.

23.6 Reporting Unit

- 23.6.1 One unit of service equals one meal.

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

HOME DELIVERED MEALS

1. ADDITIONAL SERVICE DESCRIPTION

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

2. STAFFING AND VEHICLE REQUIREMENTS

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

3. SERVICE DELIVERY

- a. A review must be conducted at least monthly by staff and/or delivery coordinator of the client status, routes (including time and distance), delivery specifications, compliance, and changes, and other home delivered meal services.
- b. Client signatures
 - i. All clients must sign for the receipt of each home delivered meal.
 - ii. If a client is unable to sign his/her name, then an adult in the home must sign the client's name and initial the signature. In the absence of a person in the home, the delivery person may execute a signature and initial the signature.
 - iii. If a client is regularly unable to sign his/her name, the Contractor must obtain written case manager authorization prior to denoting the client does not need to sign in Pharos™ software.
- c. Meal Delivery
 - i. Meals will be provided based on case management specific authorization as to day(s) per week and number of meals per day.
 - ii. A route sheet shall be used daily to document all clients' names, addresses, diet type, beverage, signature, and any special delivery instructions.
 - iii. Delivery of the meal must be made directly to the client.
 - iv. Delivery staff will provide assistance, if needed, in opening the meal containers.
 - v. Delivery staff will allow for time in the home to inquire as to the well-being and health of the client.
 1. The delivery staff must report all changes in client's mental or physical status to the home delivered meal program staff.
 2. The home delivered meal program staff must document the report in the client's file and the client's case manager and/or the emergency contact person for follow up.
 - vi. Meals not delivered during the scheduled delivery route must be disposed of at the end of the route.
- d. Non-Provision of Service

- i. Non-provision of service occurs when a client does not receive a scheduled home delivered meal. All instances of non-provision of service must be fully documented in the client's case file and appropriate action taken with the client, case manager, and/or emergency contact.

4. CLIENT CONTRIBUTION POLICIES

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

5. REPORTING REQUIREMENTS

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

- a. All home delivered meal operations must be conducted using the Pharos™ software.
- b. Reports and documentation must be reported on a calendar month only as follows:
 - i. HDM master list.
 - ii. program report.
 - iii. financial statement.

6. DEFINITION OF UNIT OF SERVICE

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

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

31.0 MULTIPURPOSE CENTER OPERATIONS

31.1 Purpose Statement

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

31.2 Service Description

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

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

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

31.2.4 Centers provide:

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

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

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

31.3 Service Requirements – The Contractor shall provide:

31.3.1 Operations

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

31.3.2 Information on available services

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

31.3.3 Referral and assistance in accessing the services.

1. Assess/determine the services needed by individuals and groups.
2. Contact agencies providing the identified services.
3. Provide/arrange for transportation of individuals and groups to services when necessary.
4. Provide or arrange for assistance when the individual is handicapped or has limited English abilities.
5. Provide follow-up with individual and with agency providing service to ensure contact was made by the agency.

31.3.4 Outreach

1. Conduct outreach to ensure the participation of economically and socially needy individuals and of minorities.
2. Provide written and verbal information to community groups on services available at the center and offered by other agencies.
3. Conduct home visits to home-bound elderly in the community to conduct wellness checks.

31.3.5 Education

1. Provide educational opportunities that assist older individuals with their economic and personal needs including the following topics: consumer and continuing education, retirement and financial planning.
 2. Provide or arrange a variety of health promotion and disease prevention sessions designed to maintain and/or improve the physical and mental health status of older individuals.
 3. Provide written information on health promotion, disease prevention, mental and physical health to include home bound individuals.
 4. Develop and maintain on-going physical activity programs.
 5. Coordinate with local community resources to provide health screening and health risk assessments.
 6. Provide training on the self-management of chronic conditions.
 7. Develop and distribute a monthly calendar for educational activities.
- 31.3.6 Volunteer Opportunities
1. Designate a volunteer coordinator to provide meaningful volunteer opportunities for older individuals.
 2. Develop a volunteer recruitment system.
 3. Provide job descriptions for volunteers.
 4. Provide training for volunteers.
- 31.3.7 Recreational Activities
1. Provide recreational activities appropriate to the physical and emotional needs of older individuals.
 2. Develop and distribute a monthly calendar for recreational activities that may include, but not limited to entertainment, arts and crafts, field trips, special interest classes, and table games.
- 31.3.8 Intergenerational Programs
1. Provide intergenerational programs of mutual benefit that includes input from all age groups involved.
- 31.4 Licensure/Certification Requirements**
- 31.4.1 All facilities used for Multipurpose Center Operations shall comply with Federal, State and local laws regarding public facilities, fire and sanitary codes and licensures, as may be amended.
- 31.5 Performances Measure**
- 31.5.1 Participants needs and preferences will be met at least 90 percent of the time as measured through client satisfaction surveys conducted annually.
- 31.6 Reporting Unit**
- 31.6.1 One unit of service equals 60 minutes of service time.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

41.0 SOCIALIZATION AND RECREATION

41.1 Purpose Statement

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

41.2 Service Description

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

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

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

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

41.2.5 Services include a variety of individual and group activities.

41.2.6 Target Population – The Contractor shall provide services in accordance with Chapter 3000, Section 3100 of the Division of Aging and Adult Services Policy and Procedure Manual, as may be amended.

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

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

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

41.3.3 Establish and maintain working relationships with community resources.

41.3.4 Utilize community resources for the provision of services.

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

41.3.6 Actively enlist participation of individuals in the service.

41.3.7 Provide a variety of recreational activities.

41.3.8 Document those activities in which the individual participated.

41.3.9 Providing training to paid and volunteer staff.

41.3.10 Establish and maintain Project/Site Councils.

41.4 Performances Measure

41.4.1 Participants needs and preferences are documented in minutes from monthly Site Council meeting.

41.5 Reporting Unit

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

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

**MULTIPURPOSE CENTER OPERATION
SOCIALIZATION & RECREATION**

1. ADDITIONAL REPORTING UNIT DEFINITIONS

Area Agency recognizes two forms of units for this service:

- a. Activity: a unit shall be one activity in the categories of health promotion and exercise.
- b. Staff hour: the staff reporting time is limited to the following categories:
 - i. program planning.
 - ii. conducting activities.
 - iii. providing social services.
 - iv. conducting outreach.
 - v. volunteer coordination to include recruitment, supervision, recognition.
 - vi. staff training provided to contractor staff / volunteers.
 - vii. continuing education for staff / volunteers.

For reporting, a program may combine staff hours and activity hours for total units.

2. SERVICE STANDARDS

Contractor shall comply with the following minimum standards:

a. Health Promotion

Conduct a minimum of two (2) health promotion activities per month that may include (but not be limited to) health screening, disease information, nutrition education, home safety, and education sessions that will emphasize the benefits of physical exercise and activity.

b. Exercise

Conduct a minimum of two (2) exercise classes per week. Exercise classes should be geared to a variety of skill levels to encourage participation from as many participants as possible.

3. SERVICE REQUIREMENTS FOR SOCIALIZATION AND RECREATION

Contractor will comply with all of the services as outlined in the Arizona DES Scope of Work, 41.

4. REPORTING REQUIREMENTS

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

- a. all health promotion and exercise sessions must be reported using the Pharos™ software.
- b. reports and documentation must be reported as follows:
 - i. program report for activities.
 - ii. program report for MCO units.
 - iii. calendar of activities.
 - iv. financial statement.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

21.0 GENERAL TRANSPORTATION

21.1 Purpose Statement

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

21.2 Service Description

- 21.2.1 Taxonomy Definition - A service that provides or assists in obtaining various types of transportation for specific needs.
- 21.2.2 The service includes the arrangement/provision of transportation services which may include the use of a bus or van.
- 21.2.3 Under the Family Caregiver Support Program, the service is provided as a supplemental service, on a limited basis, to complement the care provided by the caregiver.
- 21.2.4 Senior center participants may be transported from their place of residence to the center and returned to their residence; they may also be transported to appointments or other community services such as shopping.
- 21.2.5 Services may include the transport of groups to activities such as recreational, educational or community events.
- 21.2.6 Eligibility Requirements – The Contractor shall provide services to individuals and caregivers who meet the eligibility requirements described in Chapter 3000, Sections 3100 and 3600 of the DAAS Policy and Procedure Manual, as may be amended.

21.3 Service Requirements – The Contractor shall:

- 21.3.1 Require that the vehicles used are constructed specifically for the transportation of persons. All seats are securely fastened to the body of the vehicle, individuals are properly seated when the vehicle is in operation, and individuals utilize seatbelts.
- 21.3.2 Require the availability and use of vehicles that are wheelchair accessible for those individuals who are wheelchair bound.
- 21.3.3 Maintain logs of maintenance completed on all vehicles used for the transportation of individuals.
- 21.3.4 Require that drivers, including volunteers, carry required identification.
- 21.3.5 Provide training to drivers that includes instructing drivers how to assist individuals entering and exiting vehicles, handling emergencies, safe driving, vehicle safety, and disease specific training (e.g., Alzheimer's, Parkinson's, and Diabetes).
- 21.3.6 Protect of the individual's physical, emotional and mental well-being while using this service.
- 21.3.7 Provide information to individuals on accessing the transportation service.
- 21.3.8 Arrange transportation for individuals -
1. Make arrangements for transportation through public or private transportation methods.
 2. Determine, with the individual and/or significant others, a plan for providing transportation.
 3. Require that drivers are physically capable and carry identification, when transportation is provided by a volunteer.
- 21.3.9 Provide transportation for individuals
1. Transport individuals from one location to another. (This includes traveling to and from designated locations to pick up or drop off individuals.)
 2. Require that drivers are physically capable to assist the individual with entering and exiting the vehicles as needed, and securing them safely within the vehicle.
 3. Provide transportation to individuals with a physical disability in a vehicle adapted to their needs.
 4. Record services delivered to each individual.
 5. Adhere to time schedules.

21.4 Licensure/Certification Requirements – The Contractor shall:

- 21.4.1 Require that vehicles used for the transportation of individuals meet federal, state and local safety and maintenance standards.
- 21.4.2 Require that individuals providing transportation are at least 18 years of age and possess valid Arizona Operator's or Commercial Driver's License.
- 21.4.3 Require that the vehicle in which transportation is provided has a valid Arizona license plate and, at a minimum, the required level of liability insurance.
- 21.4.4 Require that individuals providing transportation services have the expertise in safety standards to perform their tasks which may include training in CPR and first aid.

21.4.5 Require drivers to pass a physical prior to providing transportation service to individuals and pass a physical at least every two years thereafter.

21.5 Performance Measure

21.5.1 Number of one-way trips annually.

21.6 Reporting Unit

21.6.1 One unit of service equals one trip per person one way.

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

CITIZEN TRANSPORTATION – SENIOR CENTERS

1. SERVICE DESCRIPTION / GOAL

This service provides or assists eligible participants in obtaining transportation.

2. ADDITIONAL STANDARDS / LICENSURE REQUIREMENTS

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

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

3. CLIENT CONTRIBUTION POLICIES

- a. Clients shall be provided the opportunity to contribute toward the cost of service.
- b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
- c. Suggested contribution rates may be developed by the contractor. Any suggested contribution shall not imply a charge.
- d. Any method or combination of methods must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily

accessible to any client who chooses to make a contribution.

- e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall be developed. These procedures shall follow generally accepted accounting principles.
- f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency monthly financial report.
- g. Contractors shall be monitored on their effort in collecting contributions.

4. REPORTING REQUIREMENTS

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

- a. reports and documentation must be reported as follows:
 - i. program report.
 - ii. financial statement.

FACILITY LOCATION

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

AGENCY INFORMATION Facility / Site Name Address, City, State, Zip Telephone # Fax # (list corporate office, then any site office)	CONTRACTED SERVICES BY SITE	DAYS OF WEEK & HOURS OF OPERATION BY SITE	GEOGRAPHIC SERVICE AREA (service area by PSA, City(s) & communities or north, south, east, west boundaries)	ADULT DAY HEALTH CARE TRANSPORTATION or HOME DELIVERED MEALS DELIVERY AREA (specific north, south, east, west boundaries)
City of Avondale 11465 W Civic Cntr Dr Avondale, AZ 85323 (623) 333-1000 (623) 333-0100 (fax)		Mon-Thur 7 am to 6 pm		
Avondale Community Center 1007 S. 3 rd Street Avondale, AZ 85323 (623) 333-2705 (623) 333-0270 (fax)	Congregate Meals Home Delivered Meals Multipurpose Ctr Ops Transportation	Mon-Thur 8 am to 2 pm Fri 8 am-noon	PSA 2 City of Avondale, Goodyear, Litchfield Park	North – Camelback Rd South – Southern Ave East – 107 th Ave West – Sarival Ave

HOLIDAY OBSERVANCES

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

√	New Year's Day	√	Labor Day	Other Holidays:	
√	Martin Luther King Day		Columbus Day	√	New Year's Eve Closing Early
√	President's Day		Veteran's Day	√	Staff Training 5/29/20
	Good Friday	√	Thanksgiving Day(s): 2 11/28, 11/29		
√	Memorial Day	√	Christmas Day(s): Closing early 12/24, closed 12/25		
√	Independence Day		HOLIDAYS marked are administrative only; services are provided 24/7		

CERTIFICATE REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

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

CITY OF AVONDALE

Signature and Date

Charles Montoya, City Manager

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Lower tier Covered Transactions

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

1. By signing this certificate, the prospective recipient of federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or Agency.
2. Contractor is providing the certification as set out below.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
4. The prospective recipient of federal assistance funds shall provide immediate written notice to the Area Agency President/CEO if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
6. The prospective recipient of federal assistance funds agrees by signing this certification, that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Labor (DOL).
7. The prospective recipient of federal assistance funds further agrees by signing this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies including suspension and/or debarment.

CITY OF AVONDALE

Signature and Date

Charles Montoya, City Manager

Exhibit A
 ARIZONA DEPARTMENT OF ECONOMIC SECURITY (ADES)
 Division of Aging and Adult Services (DAAS)

**REQUEST FOR SEARCH OF
 CENTRAL REGISTRY FOR BACKGROUND CHECK – COVER SHEET**

This document and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this information in error, please notify the sender and destroy the information. The information contained in the Central Registry and any attached files shall be used as a factor to determine qualifications for individuals/agencies applying for contracts with this state, including employees of the prospective contractor, contractors, and subcontractors for positions that provide direct services to children or vulnerable adults. **The information contained in the Central Registry for Background Check and any attached files is confidential and shall not be further disseminated or shared.**

PLEASE COMPLETE ALL FIELDS ACCURATELY AND LEGIBLY.

Organization Name:	Check One:	
ADES/DAAS Contract Number:	☐ Prospective ADES/DAAS Contractor ☐ Current ADES/DAAS Contractor ☐ Subcontractor to ADES/DAAS Contractor – Identify ADES/DAAS Contractor:	
Tracking Number (<i>You must provide your unique tracking number as it will be used to identify and track this document and the individuals linked to it.</i>):	Check One: ☐ New Contract with ADES/DAAS ☐ ADES/DAAS Contract Extension ☐ New employee hire	
Requester's Phone Number:	Requester's Email Address:	
Requester's Mailing Address:		
Name of person authorized to submit Request attesting to the presence of a Signed Direct Service form for each request:	Requester's Signature	Date of Request:

SUBMIT THIS COMPLETED COVER SHEET AND REQUEST FORM(S) THROUGH ONE OF THE FOLLOWING METHODS:

Email (secured) to: DAAS-CR@azdes.gov Please indicate Organization Name in subject line.

Fax to: Central Registry Request at 602-542-6636

Mail to: ADES Division of Aging and Adult Services
 Attn: Contracts Unit Central Registry Request
 P. O. Box 6123, Mail Drop 6271
 Phoenix, AZ 85005

RESULTS of this check will be:

1. EMAILED to the address above indicating that one or more individuals on the request was (were) unable to be processed with the information provided. The Signatory will be required to respond to DAAS-CR@azdes.gov within 10 working days with a statement verifying that the person(s) is(are) not providing a direct service to a child or vulnerable adult; or
2. EMAILED to the address above if all names are cleared; or
3. EMAILED to the address above with information on individuals found to have a substantiated finding of child abuse or neglect on the Central Registry; and
4. MAILED to the individual who is found to have a substantiated finding on the Central Registry that disqualifies him/her from providing direct services to children or vulnerable adult clients of ADES.

**Illegible, inaccurate, or incomplete information on the Cover Sheet or Request Form
 will delay your response from ADES/DAAS.**

See last page for EOE/ADA/LEP/GINA disclosures

REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK
(All fields must be completed, and information must be accurate and legible.)

INDIVIDUAL'S INFORMATION	
NAME	ALIAS (Previously used name(s))
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS (No., Street, City, State, ZIP)	
ADES/DAAS – INTERNAL USE ONLY (Search results)	
Reports: ☐ Yes Number: [See attached document(s)] ☐ No Date of Search:	
NAME OF PERSON COMPLETING SEARCH	SIGNATURE

INDIVIDUAL'S INFORMATION	
NAME	ALIAS (Previously used name(s))
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS (No., Street, City, State, ZIP)	
ADES/DAAS – INTERNAL USE ONLY (Search results)	
Reports: ☐ Yes Number: [See attached document(s)] ☐ No Date of Search:	
NAME OF PERSON COMPLETING SEARCH	SIGNATURE

INDIVIDUAL'S INFORMATION	
NAME	ALIAS (Previously used name(s))
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS (No., Street, City, State, ZIP)	
ADES/DAAS – INTERNAL USE ONLY (Search results)	
Reports: ☐ Yes Number: [See attached document(s)] ☐ No Date of Search:	
NAME OF PERSON COMPLETING SEARCH	SIGNATURE

INDIVIDUAL'S INFORMATION	
NAME	ALIAS (Previously used name(s))
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS (No., Street, City, State, ZIP)	
ADES/DAAS – INTERNAL USE ONLY (Search results)	
Reports: ☐ Yes Number: [See attached document(s)] ☐ No Date of Search:	
NAME OF PERSON COMPLETING SEARCH	SIGNATURE

DISQUALIFICATION ACTS

A person is disqualified from providing services to ADES clients in a direct service position if he/she is identified as the subject of the substantiated report for any of the following.

24 Child death due to alleged abuse or neglect, or suspicious death
25 Injuries requiring emergency medical treatment
27 Child age 24 months is shaken (shaken baby syndrome)
33 Untreated life threatening condition, Infant Doe, Non-organic FTT
37 Imminent harm to child under the age of six (6) due to lack of supervision by parent/caretaker
38 Neglect results in injury/illness requiring emergency medical treatment
39 Imminent harm to child due to health or safety hazards in living environment/exposure to the elements
40 Child diagnosed as suicidal by mental health professions, parent refused to allow treatment
41 Physical evidence of sexual abuse reported by a medical doctor or child reporting sexual abuse within the past seven days
42 Child reporting vaginal or anal penetration or oral sexual contact within past 72 hours and has not been examined
43 Abandoned, no parent willing to provide immediate care for a child and child is with a caregiver unable or unwilling to provide care now
45 Injuries may require medical treatment
46 P3 Injury to child under age six years
50 Living environment presents health or safety hazards to a child under the age of six
51 Sexual conduct/physical injury between children due to inadequate supervision
54 Sexual behavior within the past 8-14 days
55 Child diagnosed by mental health professional with behavior consistent with emotional abuse
56 Abandoned, no parent willing to care for a child, child with caretaker unable or unwilling to care for child less than one week
66 Significant developmental delays due to neglect
69 Attempted sexual behavior or sexual behavior, 14 days to three years r last occur unknown
72 Parent, guardian or custodian suggests or entices child to engage in sexual behavior, no touching
76 Use of child by parent, guardian or custodian for material gain
82 Parent, guardian or custodian sexually abused a child in past, now in home with a child
83 Attempted sexual behavior or sexual behavioral when last occurred more than three years
101 Death of a child due to neglect
111 Death of a child due to physical abuse or suspicious death
201 Physical abuse high risk
202 Physical abuse moderate risk
301 Neglect, high risk
302 Neglect, moderate risk
401 Sexual abuse, high risk
402 Sexual abuse, moderate risk
403 Sexual Abuse, low risk
404 Sexual Abuse, response 4
501 Emotion Abuse, high risk
502 Emotional abuse, moderate risk

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact your local office; TTY/TDD Services: 7-1-1. • Free language assistance for ADES/DAAS services is available upon request.

Exhibit B
Arizona Department of Economic Security
Direct Service Position

You are being provided this form because you have applied for a position that provides direct services to children or vulnerable adult clients of the Arizona Department of Economic Security. Arizona state law requires all individuals who provide direct services to children or vulnerable adults to certify whether an allegation of abuse or neglect was made against them and was substantiated. Your information, upon submission by the employer, will be searched through the Arizona Department of Child Safety Central Registry. All information contained on this form is confidential.

1.) Are you currently the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction?	☐ YES ☐ NO
2.) Have you ever been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction that resulted in a substantiated (determined to have occurred) finding?	☐ YES ☐ NO
What was/were the allegation(s)?	
When was the investigation(s) conducted?	
Where was/were the investigation(s) conducted?	
If you wish , you may provide an explanation of the incident of child abuse or neglect. Do <u>not</u> include the name of any child or any person involved in the investigation.	

Statement of Certification

By signing this form, I certify that the information provided is true, correct, and complete to the best of my knowledge and belief.

Signature

Date

Employers: Please maintain completed forms as confidential.

Equal Opportunity Employers Programs – Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008, the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy contact 602-542-4248. TTY/TDD Services: 7-1-1. Free language assistance for DES services is available upon request.

Exhibit C

LCR-1034A FORNA (9-15)
Previous versions not accepted

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

CRIMINAL HISTORY SELF DISCLOSURE AFFIDAVIT

Your fingerprints will be submitted to the Arizona Department of Public Safety (DPS) and the Federal Bureau of Investigation (FBI) for a criminal history check. Your self-disclosure on this affidavit and the information provided by your criminal history check will be used, as authorized by Public Law and Arizona Revised Statutes, to help us determine your fitness to have unsupervised access to vulnerable persons. Your failure to disclose true and accurate information on this affidavit will be sufficient grounds to end your employment or to deny, suspend, or revoke your license and may be referred to the State Attorney General's Office for prosecution.

Be sure that you go over all five (5) pages of the self-disclosure affidavit.

You have the right to obtain a copy of any background check report and challenge the accuracy or completeness of information contained in the report. If you challenge the information, you also have a right to prompt determination as to the validity of your challenge. To obtain a copy of your background check report, contact the DPS Records Unit, ACJIS Division at (602) 223-2222.

YOUR NAME (First, Middle, Last)

DATE OF BIRTH (MM/DD/YY)

ADDRESS (No., Street, Apt. No., City, State, ZIP)

Check one of the following and provide information as directed:

- ☐ I have not been convicted of nor am I under pending indictment for any crimes.
- ☐ I have been convicted of or I am under pending indictment for the following crime(s) (Provide dates, location/jurisdiction, circumstances and outcome. Attach additional pages as needed):

ALSO – Check one of the following:

- ☐ I am not subject to registration as a sex offender in Arizona or in any other jurisdiction.
- ☐ I am subject to registration as a sex offender in Arizona or in any other jurisdiction. (If you are subject to registration as a sex offender in this state or any other jurisdiction, DPS will deny you a Level 1 Fingerprint Clearance Card and you WILL NOT be eligible to appeal the decision.)

I certify that I understand this affidavit. My self-disclosure is true, accurate, and complete to the best of my knowledge.

Your Signature

Date

Notary Public

State of Arizona, County of _____

Subscribed and sworn or affirmed and acknowledged before me this _____ day of _____, 20____

Commission Expiration date

Notary Public's Signature

Non-Appealable Offenses

Are you awaiting trial for or have you ever been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes in this state or a similar crime in another jurisdiction? Mark "Yes" or "No" as applicable.

If you are subject to registration as a sex offender in this state or any other jurisdiction, or awaiting trial on or been convicted of committing, attempting to commit, soliciting or facilitating, or conspiring to commit one or more of the crimes in this section DPS will deny you a Level 1 Fingerprint Clearance Card and you WILL NOT be eligible to appeal the decision.

Expunged convictions from any court other than juvenile court must be identified.

YES	NO	
☐	☐	1. Sexual abuse of vulnerable adult
☐	☐	2. Incest
☐	☐	3. Homicide, including first or second-degree murder, manslaughter and negligent homicide
☐	☐	4. Sexual assault
☐	☐	5. Sexual exploitation of a minor or vulnerable adult
☐	☐	6. Commercial sexual exploitation of a minor or vulnerable adult
☐	☐	7. Child prostitution as prescribed in A.R.S. § 13-3212
☐	☐	8. Child abuse
☐	☐	9. Felony child neglect
☐	☐	10. Sexual conduct with a minor
☐	☐	11. Molestation of a child or vulnerable adult
☐	☐	12. Dangerous crime against children as defined in A.R.S. § 13-705
☐	☐	13. Exploitation of minors involving drug offenses
☐	☐	14. Taking a child for the purposes of prostitution as defined in A.R.S. § 13-3206
☐	☐	15. Neglect or abuse of a vulnerable adult
☐	☐	16. Sex trafficking
☐	☐	17. Sexual abuse
☐	☐	18. Production, publication, sale, possession and presentation of obscene items as prescribed in A.R.S. § 13-3506
☐	☐	19. Furnishing harmful items to minors as prescribed in A.R.S. § 13-3506
☐	☐	20. Furnishing harmful items to minors by internet activity as prescribed in A.R.S. § 13-3506.01
☐	☐	21. Obscene or indecent telephone communications to minors for commercial purposes as prescribed in A.R.S. § 13-3512
☐	☐	22. Luring a minor for sexual exploitation
☐	☐	23. Enticement of persons for purposes of prostitution
☐	☐	24. Procurement by false pretenses of persons for purposes of prostitution
☐	☐	25. Procuring or placing persons in a house of prostitution
☐	☐	26. Receiving earnings of a prostitute
☐	☐	27. Causing one's spouse to become a prostitute
☐	☐	28. Detention of persons in a house of prostitution for debt
☐	☐	29. Keeping or residing in a house of prostitution or employment in prostitution
☐	☐	30. Pandering
☐	☐	31. Trafficking of persons for forced labor or services as defined in A.R.S. § 13-1308
☐	☐	32. Transporting persons for the purpose of prostitution, polygamy and concubinage
☐	☐	33. Portraying adult as a minor as prescribed in A.R.S. § 13-3555
☐	☐	34. Admitting minors to public displays of sexual conduct as prescribed in A.R.S. § 13-3558
☐	☐	35. Any felony offense involving contributing to the delinquency of a minor
☐	☐	36. Unlawful sale or purchase of children
☐	☐	37. Child bigamy
☐	☐	38. Any felony offense involving domestic violence as defined in A.R.S. § 13-3601, except for a felony offense only involving criminal damage in an amount more than \$250, but less than \$1000 if the offense was committed before June 29, 2009.
☐	☐	39. Felony indecent exposure
☐	☐	40. Felony public sexual indecency
☐	☐	41. Felony driving under the influence, driving under the extreme influence or aggravated driving under the influence if committed within 5 years of the date you apply for a Level 1 Clearance Card.
☐	☐	42. Terrorism
☐	☐	43. Any offense involving a violent crime as defined in A.R.S. § 13-901.03

Appealable 5 Years After Conviction

The following felony offenses are non-appealable if committed within 5 years before the date you apply for a Level 1 Fingerprint Clearance Card. If you have been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of the crimes in this section *within 5 years* of applying for a Level 1 Fingerprint Clearance Card, DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the denial.

If the conviction was *more than 5 years* before you apply for a Level 1 Fingerprint Clearance Card, DPS will deny you a Level 1 Fingerprint Clearance Card, but you will be eligible to appeal the denial to the Arizona Board of Fingerprinting.

Mark "Within 5 Years," "Over 5 Years" or "No" as applicable.

WITHIN 5 YEARS	OVER 5 YEARS	NO	
☐	☐	☐	1. Endangerment
☐	☐	☐	2. Threatening or intimidating
☐	☐	☐	3. Assault
☐	☐	☐	4. Aggravated assault
☐	☐	☐	5. Unlawfully administering intoxicating liquors, narcotic drugs or dangerous drugs
☐	☐	☐	6. Dangerous or deadly assault by prisoner or juvenile
☐	☐	☐	7. Prisoners who commit assault with intent to incite to riot or participate in riot
☐	☐	☐	8. Assault by vicious animals
☐	☐	☐	9. Drive by shooting
☐	☐	☐	10. Assaults on public safety employees or volunteers and state hospital employees
☐	☐	☐	11. Discharging a firearm at a structure
☐	☐	☐	12. Prisoner assault with bodily fluids
☐	☐	☐	13. Aiming a laser pointer at a peace officer
☐	☐	☐	14. Possession and sale of peyote
☐	☐	☐	15. Possession and sale of a vapor-releasing substance containing a toxic substance
☐	☐	☐	16. Selling or giving nitrous oxide to underage persons
☐	☐	☐	17. Sale of regulated chemicals
☐	☐	☐	18. Sale of precursor chemicals
☐	☐	☐	19. Production or transportation of marijuana
☐	☐	☐	20. Possession, use or sale of marijuana, dangerous drugs or narcotic drugs
☐	☐	☐	21. Possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs
☐	☐	☐	22. Administration, acquisition, manufacture or transportation of dangerous drugs or narcotic drugs
☐	☐	☐	23. Manufacturing methamphetamine under circumstances that cause physical injury to a minor under the age of 15
☐	☐	☐	24. Involving or using minors in drug offenses
☐	☐	☐	25. Possession, use, sale or transfer of marijuana, peyote, prescription drugs, dangerous drugs, or narcotic drugs or manufacture of dangerous drugs in a drug-free school zone
☐	☐	☐	26. Possession, manufacture, delivery and advertisement of drug paraphernalia
☐	☐	☐	27. Use of wire communication or electronic communication in drug-related transactions
☐	☐	☐	28. Using a building for sale or manufacture of dangerous or narcotic drugs
☐	☐	☐	29. Manufacture or distribution of prescription-only drug
☐	☐	☐	30. Manufacture, distribution, possession, or possession with intent to use imitation controlled substances, imitation prescription-only drugs or imitation over-the-counter drugs
☐	☐	☐	31. Manufacture of certain substances and drugs by certain means

Appealable Offenses

Are you awaiting trial for or have you ever been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes in this state or a similar crime in another jurisdiction? Mark "Yes" or "No" as applicable.

If you are awaiting trial on or been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes, DPS will deny you a Level 1 Fingerprint Clearance Card, but you will be eligible to appeal the decision to the Arizona Board of Fingerprinting.

YES	NO	
☐	☐	1. Theft
☐	☐	2. Theft by extortion
☐	☐	3. Shoplifting
☐	☐	4. Forgery
☐	☐	5. Criminal possession of a forgery device
☐	☐	6. Obtaining a signature by deception
☐	☐	7. Criminal impersonation
☐	☐	8. Theft of a credit card or obtaining a credit card by fraudulent means
☐	☐	9. Receipt of anything of value obtained by fraudulent use of a credit card
☐	☐	10. Forgery of a credit card
☐	☐	11. Fraudulent use of a credit card
☐	☐	12. Possession of any machinery, plate or other contrivance or incomplete credit card
☐	☐	13. False statements as to financial condition or identity to obtain a credit card
☐	☐	14. Fraud by persons authorized to provide goods or services
☐	☐	15. Credit card record theft
☐	☐	16. Misconduct involving weapons
☐	☐	17. Misconduct involving explosives
☐	☐	18. Depositing explosives
☐	☐	19. Misconduct involving simulated explosives
☐	☐	20. Concealed weapon violation
☐	☐	21. Misdemeanor indecent exposure
☐	☐	22. Misdemeanor public sexual indecency
☐	☐	23. Aggravated criminal damage
☐	☐	24. Adding poison or other harmful substance to food, drink or medicine
☐	☐	25. A criminal offense involving criminal trespass under Title 13, Chapter 15
☐	☐	26. A criminal offense involving criminal burglary under Title 13, Chapter 15
☐	☐	27. A criminal offense involving organized crime or fraud as prescribed in Title 13, Chapter 23, except terrorism
☐	☐	28. Misdemeanor offenses involving child neglect
☐	☐	29. Misdemeanor offenses involving contributing to the delinquency of a minor
☐	☐	30. Misdemeanor offenses involving domestic violence as defined in A.R.S. § 13-3601
☐	☐	31. Felony offenses involving domestic violence if the offense only involved criminal damage in the amount of \$250 but less than \$1000 and the offense was committed before June 29, 2009.
☐	☐	32. Arson
☐	☐	33. Criminal damage
☐	☐	34. Misappropriation of charter school monies as prescribed in A.R.S. § 13-1818
☐	☐	35. Taking identity of another person or entity
☐	☐	36. Aggravated taking identity of another person or entity
☐	☐	37. Trafficking in the identity of another person or entity
☐	☐	38. Cruelty to animals
☐	☐	39. Prostitution as described in A.R.S. § 13-3214
☐	☐	40. Sale or distribution of material harmful to minors through vending machines as prescribed in A.R.S. § 13-3513
☐	☐	41. Welfare fraud
☐	☐	42. Kidnapping
☐	☐	43. Robbery, aggravated robbery or armed robbery
☐	☐	44. Misdemeanor endangerment
☐	☐	45. Misdemeanor threatening or intimidating

YES	NO	
☐	☐	46. Misdemeanor assault
☐	☐	47. Misdemeanor aggravated assault
☐	☐	48. Misdemeanor unlawfully administering intoxicating liquor, narcotic drugs or dangerous drugs
☐	☐	49. Misdemeanor dangerous or deadly assault by prisoner or juvenile
☐	☐	50. Misdemeanor prisoners who commit assault with intent to incite riot or participate in riot
☐	☐	51. Misdemeanor assault by vicious animals
☐	☐	52. Misdemeanor drive-by shooting
☐	☐	53. Misdemeanor assaults on public safety employees or volunteers and state hospital employees
☐	☐	54. Misdemeanor discharging a firearm at a structure
☐	☐	55. Misdemeanor prisoner assault with bodily fluids
☐	☐	56. Misdemeanor aiming a laser pointer at a peace officer
☐	☐	57. Misdemeanor possession and sale of peyote
☐	☐	58. Misdemeanor possession and sale of a vapor-releasing substance containing a toxic substance
☐	☐	59. Misdemeanor selling or giving nitrous oxide to underage persons
☐	☐	60. Misdemeanor sale of regulated chemicals
☐	☐	61. Misdemeanor sale of precursor chemicals
☐	☐	62. Misdemeanor production or transportation of marijuana
☐	☐	63. Misdemeanor possession, use or sale of marijuana, dangerous drugs or narcotic drugs
☐	☐	64. Misdemeanor possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs
☐	☐	65. Misdemeanor administration, acquisition, manufacture or transportation of dangerous drugs or narcotic drugs
☐	☐	66. Misdemeanor manufacturing methamphetamine under circumstances that cause physical injury to a minor under the age of 15
☐	☐	67. Misdemeanor involving or using minors in drug offenses
☐	☐	68. Misdemeanor possession, use, sale or transfer of marijuana, peyote, prescription drugs, dangerous drugs, or narcotic drugs or manufacture of dangerous drugs in a drug-free school zone
☐	☐	69. Misdemeanor possession, manufacture, delivery and advertisement of drug paraphernalia
☐	☐	70. Misdemeanor use of wire communication or electronic communication in drug-related transactions
☐	☐	71. Misdemeanor using a building for sale or manufacture of dangerous or narcotic drugs
☐	☐	72. Misdemeanor manufacture or distribution of prescription-only drug
☐	☐	73. Misdemeanor manufacture, distribution, or possession with intent to use imitation controlled substances, imitation prescription-only drugs or imitation over-the-counter drugs
☐	☐	74. Misdemeanor manufacture of certain substances and drugs by certain means

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact your local office manager; TTY/TDD Services: 7-1-1. • Free language assistance for DES services is available upon request.

Exhibit D

LCR-1034A FORS (9-15)
No se aceptan versiones
anteriores

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

AFIDÁVIT DE AUTO REVELACIÓN DE LA HISTORIAL CRIMINAL

Se presentará sus huellas digitales al Departamento de Seguridad Pública de Arizona (DPS policía) y El Departamento de Estado de Investigaciones (FBI) para comprobar su historial criminal. Como la Ley Pública y los Estatutos Revisados de Arizona, vamos a usar lo que revela en este afidávit y la información provista por la comprobación de su historial criminal, para determinar su conveniencia por tener acceso sin restricción a las personas vulnerables. El dejar de revelar información verdadero y preciso en este afidávit será motivo de terminar su empleo o de denegar, suspender o revocar su licencia y puede que le remitimos a la oficina de Procurador General para que le puede enjuiciar.

Asegúrese que revise todas las cinco páginas del afidávit de auto revelación.

Usted tiene derecho de obtener una copia de todo informe acerca de su historial criminal y recusar la exactitud o integridad de la información contenida en el informe. Si recusa la información, también tiene derecho a una determinación pronta en cuanto a la validez de su recusación. Para obtener una copia del informe de su comprobación de historial criminal, comuníquese con la DPS Records Unit, ACJIS Division al (602) 223-2222.

SU NOMBRE (Nombre, segundo, apellido)	FECHA DE NACIMIENTO (MM/DD/AA)
DIRECCIÓN (Num., calle, núm. de apto., ciudad, estado, código postal)	

Marque una de lo siguiente y proveer la información según las instrucciones:

- ☐ No he sido declarado culpable ni estoy acusado de ningún delito.
- ☐ He sido declarado culpable de o estoy acusado de los siguientes delitos (s) (provea la fecha, local/jurisdicción, circunstancias y resultado. Adjunta páginas adicionales como sea necesario):

TAMBIÉN – Marque una de lo siguiente:

- ☐ No estoy sujeto a registrar como un agresor sexual en ni en ninguna otra jurisdicción.
- ☐ Estoy sujeto a registrar como un agresor sexual en ni en ninguna otra jurisdicción. (Si usted está sujeto a registrar como un agresor sexual en este estado o cualquier otra jurisdicción, DPS va a denegar una tarjeta de nivel 1 de autorización de huellas digitales y usted NO TENDRÁ derecho de apelar la decisión.)

Certifico que entiendo este afidávit. Mi auto-revelación es verdadera, precisa y completa según mi leal saber.

Su Firma	Fecha
----------	-------

Notary Public (Notario publico)

State of Arizona, County of _____

Subscribed and sworn or affirmed and acknowledged before me this _____ day of _____, 20____

Commission Expiration date	Notary Public's Signature
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Infracciones no apelables

¿Espera usted juicio para o ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar, o conspirar para cometer uno o más de los delitos en este estado o un delito similar en otra jurisdicción? Marque "Sí" o "No" como sea aplicable.

Si usted está sujeto a registrar como un agresor sexual en este estado o cualquier otra jurisdicción, o espera juicio por o ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar, o conspirar para cometer uno o más de los delitos en esta sección DPS va a denegar una tarjeta de nivel 1 de autorización de huellas digitales y usted **NO TENDRÁ** derecho de apelar la decisión.

Condenas expurgadas de algún tribunal aparte del tribunal juvenil deben ser identificadas.

SÍ	NO	
☐	☐	1. Abuso sexual abuse de un adulto vulnerable
☐	☐	2. Incesto
☐	☐	3. Homicidio, incluso homicidio del primer o segundo grado, homicidio sin premeditación y homicidio negligente
☐	☐	4. Agresión sexual
☐	☐	5. Explotación de un menor o un adulto vulnerable
☐	☐	6. Explotación sexual comercial de un menor o un adulto vulnerable
☐	☐	7. Prostitución de un menor según A.R.S. § 13-3212
☐	☐	8. Abuso infantil
☐	☐	9. Negligencia de niño que sea un delito grave
☐	☐	10. Conducta sexual con un menor
☐	☐	11. Abuso inmoral de un menor o adulto vulnerable
☐	☐	12. Delito peligroso contra menores como sea definido en A.R.S. § 13-705
☐	☐	13. Explotación de menores para delitos relacionados con drogas
☐	☐	14. Raptar a un menor para propósitos de prostitución según A.R.S. § 13-3206
☐	☐	15. Negligencia o abuso de un adulto vulnerable
☐	☐	16. Trafico de sexo
☐	☐	17. Abuso sexual
☐	☐	18. Producir, publicar, vender, poseer, y presentar artículos indecentes según A.R.S. § 13-3502
☐	☐	19. Suministrar cosas dañosas a menores según A.R.S. § 13-3506
☐	☐	20. Suministrar cosas dañosas a menores mediante actividad en el Internet según A.R.S. § 13-3506.01
☐	☐	21. Comunicaciones telefónicas que son obsceno o indecente a menores para los propósitos comerciales según A.R.S. § 13-3512
☐	☐	22. Seducir a un menor para el propósito de explotación sexual
☐	☐	23. Incitar a cualquier personas para propósitos de prostitución
☐	☐	24. Instigación, bajo pretensiones falsas, de cualquier personas para propósitos de prostitución
☐	☐	25. Instigar o colocar personas en una casa de prostitución
☐	☐	26. Recibir ganancias de una persona prostituida
☐	☐	27. Causar prostitución de su cónyuge
☐	☐	28. Detención de personas en una casa de prostitución para satisfacer deudas
☐	☐	29. Mantener o residir en una casa de prostitución o empleo en prostitución
☐	☐	30. Proxenetismo
☐	☐	31. El trata de personas con el fin de labor o servicios forzados como se define en A.R.S. 13-1308
☐	☐	32. Transporte de personas para propósitos de prostitución, poligamia y concubinato
☐	☐	33. Representar un adulto como un menor según A.R.S. § 13-3555
☐	☐	34. Dejar entrar a los menores a exposiciones públicas de comportamiento sexual según A.R.S. § 13-3558
☐	☐	35. Algún delito que incluye contribuir a la delincuencia de un menor
☐	☐	36. La venta o compra ilegal de niños
☐	☐	37. Bigamia infantil
☐	☐	38. Algún delito grave que incluye violencia familiar como sea definido en A.R.S. § 13-3601, salvo que un delito grave que incluye solamente daño criminal de una cantidad más de \$250, pero menos de \$1000 si los delitos fueron cometidos antes del 29 de junio de 2009.
☐	☐	39. Delito grave de exhibicionismo
☐	☐	40. Delito grave de indecencia sexual pública
☐	☐	41. Conduciendo bajo la influencia (de alcohol/ drogas) grave, conduciendo bajo la influencia (de alcohol/ drogas) extrema o conduciendo bajo la influencia (de alcohol/ drogas) agravado si fuera cometido dentro de 5 años de la fecha en la cual usted solicita una tarjeta de autorización de Nivel 1
☐	☐	42. Terrorismo
☐	☐	43. Algún delito que incluye un delito violenta como sea definido en A.R.S. § 13-901.03

Apelable 5 años después de condena

No se puedan apelar los siguientes delitos graves si se fueron cometidos dentro de 5 años antes de la fecha en la cual usted solicita una tarjeta de autorización de Nivel 1. Si usted ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de los delitos en esta sección *dentro de 5 años* de solicitar una tarjeta de autorización de Nivel 1 de huellas digitales, DPS denegará tarjeta de autorización de Nivel 1 de huellas digitales y usted **NO SERÁ** elegible para apelar la denegación.

Si la condena fue *más de 5 años* antes de solicitar una tarjeta de autorización de Nivel 1 de huellas digitales, DPS denegará una tarjeta de autorización de Nivel 1, pero usted será elegible para apelar la denegación a la Compañía de huellas digitales de Arizona.

Marque "Dentro de 5 Años," "Más de 5 años" o "No" como sea aplicable.

DENTRO DE 5 AÑOS	MÁS DE 5 AÑOS	NO	
☐	☐	☐	1. Imprudencia riesgosa
☐	☐	☐	2. Incendio intencional
☐	☐	☐	3. Agresión
☐	☐	☐	4. Agresión agravada
☐	☐	☐	5. Administración ilegal de licores intoxicantes, drogas narcóticas o drogas peligrosas
☐	☐	☐	6. Agresión peligrosa o mortal por parte de prisionero o menor
☐	☐	☐	7. Prisioneros quienes cometen agresión con el propósito de amotinarse o participar en un motín
☐	☐	☐	8. Agresión mediante animales viciosos
☐	☐	☐	9. Tiroteo desde auto
☐	☐	☐	10. Agresión contra los empleados o voluntarios y empleados del hospital estatal
☐	☐	☐	11. Disparar un arma de fuego contra una estructura
☐	☐	☐	12. Agresión por parte de prisionero con fluidos corporales
☐	☐	☐	13. Apuntar un Láser a un agente de las fuerzas del orden
☐	☐	☐	14. Posesión y venta de peyote
☐	☐	☐	15. Posesión y venta de alguna sustancia vaporoso que contiene sustancias tóxicas
☐	☐	☐	16. Vender o dar óxido nítrico a personas de menor de edad
☐	☐	☐	17. La venta de químicas reglamentadas
☐	☐	☐	18. La venta de químicos precursores
☐	☐	☐	19. Producción o transportación de la marihuana
☐	☐	☐	20. Posesión, uso o venta de marihuana, drogas peligrosos o drogas narcóticas
☐	☐	☐	21. Posesión, uso, administración, adquisición, venta, fabricación o transporte de drogas solas de receta
☐	☐	☐	22. Administración, adquisición, fabricación o transporte de drogas peligrosas o drogas narcóticas
☐	☐	☐	23. El fabricar metanfetamina bajo circunstancias que causan herida física a un menor bajo la edad de 15 años.
☐	☐	☐	24. El hacer participar o usar menores durante delitos de drogas
☐	☐	☐	25. Posesión, uso, venta o transferencia de la marihuana, peyote, drogas de receta, drogas peligrosas, o drogas narcóticas o el fabricar drogas peligrosas dentro de una zona escolar libre de drogas
☐	☐	☐	26. Posesión, fabricar, entregar y hacer publicidad de parafernalia para drogas
☐	☐	☐	27. El uso de comunicación por telegrama o comunicación electrónica durante transacciones relacionados con drogas
☐	☐	☐	28. El uso de un edificio para vender o fabricar drogas narcóticas peligrosas
☐	☐	☐	29. El fabricar o distribuir drogas disponibles solo por receta
☐	☐	☐	30. El fabricar, distribuir, poseer, o poseer con el propósito a usar sustancias controlados de imitación drogas solo de receta de imitación o drogas sin receta de imitación
☐	☐	☐	31. Manufactura de ciertas sustancias y drogas a través de ciertos medios

Delitos apelables

¿Está usted esperando el juicio de o alguna vez ha sido usted condenado de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de estos delitos en este estado o delito similar en otra jurisdicción? Marque "Sí" o "No" según lo aplicable.

Si usted está esperando el juicio para o ha sido condenado de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de estos delitos, DPS denegará, pero usted será elegible para apelar la denegación a la Compañía de huellas digitales de Arizona.

SÍ	NO	
☐	☐	1. Hurto
☐	☐	2. Robo mediante extorsión
☐	☐	3. Hurto de mercancías en una tienda o negocio
☐	☐	4. Falsificación
☐	☐	5. Posesión criminal de un instrumento de falsificación
☐	☐	6. Obtener una firma mediante decepción
☐	☐	7. Personificación criminal
☐	☐	8. Robo de una tarjeta de crédito u obtener una tarjeta de crédito a través de medios fraudulentos
☐	☐	9. Recibir algo de valor obtenido por medio del uso fraudulento de una tarjeta de crédito
☐	☐	10. Falsificación de una tarjeta de crédito
☐	☐	11. Uso fraudulento de una tarjeta de crédito
☐	☐	12. Posesión de maquinaria, placas u otros dispositivos, o una tarjeta de crédito incompleta
☐	☐	13. Declaración falsa acerca de su situación financiera o identidad para obtener una tarjeta de crédito
☐	☐	14. Fraude cometido por personas autorizadas a proporcionar bienes o servicios
☐	☐	15. Hurto de transacciones de tarjetas de crédito
☐	☐	16. Conducta ilícita que involucra armas
☐	☐	17. Conducta ilícita que involucra explosivos
☐	☐	18. Dejar explosivos
☐	☐	19. Conducta ilícita que involucra explosivos simulados
☐	☐	20. Violación de las leyes contra armas ocultas
☐	☐	21. Delito menor de exhibicionismo
☐	☐	22. Delito menor de indecencia sexual pública
☐	☐	23. Daño criminal agravado
☐	☐	24. Agregar veneno u otra sustancia dañina a alimentos, bebidas o medicamentos
☐	☐	25. Una ofensa criminal que involucra y transgresión criminal bajo Título 13, Capítulo 15
☐	☐	26. Una ofensa criminal que involucra y escalamiento criminal bajo Título 13, Capítulo 15
☐	☐	27. Una ofensa criminal que incluye crimen organizado o fraude de acuerdo con Título 13, Capítulo 23, salvo terrorismo
☐	☐	28. Delitos menores que incluyen negligencia de menores
☐	☐	29. Delitos menores que incluyen contribuir a la delincuencia de un menor
☐	☐	30. Delitos menores que incluyen violencia familiar tal y como se define en el A.R.S. § 13-3601
☐	☐	31. Delitos graves que incluyen violencia familiar si el delito incluye sólo el daño criminal en al cantidad de \$250 pero menos de \$1000 y se cometió el delito antes del 29 de junio de 2009.
☐	☐	32. Incendio intencional
☐	☐	33. Daño criminal
☐	☐	34. Apropiación indebida de fondos de una escuela charter según A.R.S. § 13-1318
☐	☐	35. Tomar la identidad de otra persona o entidad
☐	☐	36. Tomar la identidad de otra persona o entidad agravada
☐	☐	36. Tráfico de la identidad de otra persona o entidad
☐	☐	37. Crueldad contra animales
☐	☐	39. Prostitución según A.R.S. § 13-3214
☐	☐	40. Vender o distribuir materias dañosas a menores mediante vendedores automáticas según A.R.S. § 13-3513
☐	☐	41. Fraude de asistencia social
☐	☐	42. Secuestro
☐	☐	43. Robo, robo agravado o robo que involucra armas
☐	☐	44. Delito menor de imprudencia riesgosa
☐	☐	45. Delito menor de amenazar o intimidar

SÍ	NO	
☐	☐	46. Delito menor de agresión
☐	☐	47. Delito menor de agresión agravada
☐	☐	48. Delito menor de administrar ilegalmente un licor estupefaciente, droga narcótica o drogas peligrosas
☐	☐	49. Delito menor de agresión peligrosa o mortal por parte de prisionero o menor
☐	☐	50. Delito menor de prisioneros quienes cometan agresión con el propósito de incitar a un motín o participar en un motín
☐	☐	51. Delito menor de agresión por animales fieros
☐	☐	52. Delito menor de tiroteo desde auto
☐	☐	53. Delito menor de agresión a un empleado de seguridad pública o voluntarios y empleados del hospital estatal
☐	☐	54. Delito menor de disparar una arma de fuego dentro de una estructura
☐	☐	55. Delito menor de agresión por parte de un prisionero con fluidos corporales
☐	☐	56. Delito menor de apuntar un Láser a un agente de las fuerzas del orden
☐	☐	57. Delito menor de poseer y vender el peyote
☐	☐	58. Delito menor de poseer y vender una sustancia que libere vapores que contengan una sustancia tóxica
☐	☐	59. Delito menor de vender o dar óxido nítrico a personas de menor edad
☐	☐	60. Delito menor de vender químicas reguladas
☐	☐	61. Delito menor de vender de químicas precursores
☐	☐	62. Delito menor de producir o transportar la marihuana
☐	☐	63. Delito menor de poseer, usar o vender marihuana, drogas peligrosas o drogas narcóticas
☐	☐	64. Delito menor de poseer, usar, administrar, adquirir, vender, fabricar o transportar drogas disponibles sólo por receta
☐	☐	65. Delito menor de administrar, adquirir, fabricar o transportar drogas peligrosas o narcóticas
☐	☐	66. Delito menor de fabricar metanfetamina bajo circunstancias que causan herida física a un menor bajo la edad de 15 años
☐	☐	67. Delito menor que involucre, implique o utilice menores en un delito de drogas
☐	☐	68. Delito menor de poseer, usar, vender o transferir marihuana, peyote, drogas recetadas, drogas peligrosas, o drogas narcóticas o fabricar drogas peligrosas dentro de una zona escolar libre de drogas
☐	☐	69. Delito menor de poseer, fabricar, entregar y hacer publicidad de parafernalia de drogas
☐	☐	70. Delito menor de usar comunicación alámbrica o comunicación electrónica durante transacciones relacionadas a drogas
☐	☐	71. Delito menor de usar un edificio para vender o fabricar drogas peligrosas o narcóticas
☐	☐	72. Delito menor de fabricar o distribuir drogas disponibles sólo por receta.
☐	☐	73. Delito menor de fabricar, distribuir, o poseer con el propósito de usar sustancias controladas de imitación, drogas disponibles sólo por receta de imitación o drogas sin receta de imitación
☐	☐	74. Delito menor de fabricar ciertas sustancias por medio de ciertas maneras

Programa y Empleador con Igualdad de Oportunidades • Bajo los Títulos VI y VII de la Ley de los Derechos Civiles de 1964 (Títulos VI y VII) y la Ley de Estadounidenses con Discapacidades de 1990 (ADA por sus siglas en inglés), Sección 504 de la Ley de Rehabilitación de 1973, Ley contra la Discriminación por Edad de 1975 y el Título II de la Ley contra la Discriminación por Información Genética (GINA por sus siglas en inglés) de 2008; el Departamento prohíbe la discriminación en la admisión, programas, servicios, actividades o empleo basado en raza, color, religión, sexo, origen, edad, discapacidad, genética y represalias. El Departamento tiene que hacer las adaptaciones razonables para permitir que una persona con una discapacidad participe en un programa, servicio o actividad. Esto significa por ejemplo que, si es necesario, el Departamento tiene que proporcionar intérpretes de lenguaje de señas para personas sordas, un establecimiento con acceso para sillas de ruedas o material con letras grandes. También significa que el Departamento tomará cualquier otra medida razonable que le permita a usted entender y participar en un programa o en una actividad, incluso efectuar cambios razonables en la actividad. Si usted cree que su discapacidad le impedirá entender o participar en un programa o actividad, por favor infórmenos lo antes posible de lo que usted necesita para acomodar su discapacidad. Para obtener este documento en otro formato u obtener información adicional sobre esta política, comuníquese con el gerente de su oficina local; Servicios de TTY/TDD: 7-1-1. • Ayuda gratuita con traducciones relacionadas a los servicios del DES está disponible a solicitud del cliente.

Exhibit E

Area Agency on Aging, Region One Billing Time Frames			
Billing Month	Billing Due	Re-Billing Due	Re-Billing Time Limit
July	August 10th	November 10th	3 months
August	September 10th	December 10th	3months
September	October 10th	January 10th	3months
October	November 10th	February 10th	3months
November	December 10th	March 10th	3months
December	January 10th	April 10th	3months
January	February 10th	May 10th	3months
February	March 10th	June 10th	3months
March	April 10th	July 10th	3months
April	May 10th	July 10th	2 months
May	June 10th	July 10th	1 month
June	July 10th	July 10th	0 month

COMMUNICATION PAGE
(not an integral page of the Contract)

5/29/19 EMAILED TO:
elutz@avondaleaz.gov
ssteel@avondaleaz.gov
rbrito@avondaleaz.gov

VEHICLE LEASE AGREEMENT BETWEEN

V2020-05-AV0

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

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
623-333-1000 fax: 623-333-0100
EIN #866000233

DURATION OF THE AGREEMENT, FY 2020: Effective July 1, 2019 and shall end June 30, 2020

CONTACT INFORMATION FOR NOTICES

Area Agency and Contractor shall address all notices relative to this Agreement to the addresses as identified above and persons as follows:

David T. Diaz, Chief Financial Officer

Erin Lutz, Senior Center Coordinator

RECOGNITION OF AND REFERENCE TO SERVICE CONTRACT 2020-08-AVO

The terms and conditions of this Agreement are specifically related to and legally binding with the Area Agency's Service Contract with the Contractor. This lease of vehicle(s) action is intended solely for the purpose of providing services as specified in the contract number identified above between the Area Agency and Contractor. All terms, effective dates, and actions pertaining to the Service Contract shall be binding to this Vehicle Lease Agreement.

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

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

IN WITNESS WHEREOF, the parties enter into this Contract:

AREA AGENCY ON AGING,
REGION ONE, INCORPORATED

CITY OF AVONDALE

Signature and Date

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

Signature and Date

Charles Montoya, City Manager

City of Avondale ATTEST:

City Clerk

VEHICLE LEASE IDENTIFICATION PAGE

<u>Year & Make</u>	<u>Model</u>	<u>VIN #</u>
2018 FORD	ESCAPE SUV – GAS	1FMCU0GDXJUB74013
2018 FORD	ESCAPE SUV – GAS	1FMCU0GD8JUC70853
2008 FORD	CHAMPION E450 BUS	1FD4E45S58DA26288
2009 FORD	ELDORADO BUS	1FD3E35SX8DB47856

TERMS AND CONDITIONS

1. CONTRACT ADMINISTRATION

- a. Vehicle Lease Area Agency hereby leases vehicle(s) as described on the Vehicle Lease Identification Page to the Contractor for the sum of one dollar (\$1.00) per vehicle.
- b. Contract Term The term of this agreement shall be for the period of time from the begin date identified on the Signature page to the termination date identified on the Signature page and as related to the Service Contract identified on the Signature page.
- c. Term The terms of this agreement constitute the entire agreement between Area Agency and the Contractor. Parties represent that there are no collateral agreements to the agreement
- d. Compliance with Applicable Laws
 - i. All changes in the governing laws, rules, and regulations during the term of this contract shall apply but do not require an amendment to this contract.
 - ii. This contract shall be governed and interpreted by the laws of the State of Arizona.
 - iii. The materials and services supplied under this contract shall comply with all applicable federal, state, and local laws and the Contractor shall maintain all applicable license and permit requirements.
 - iv. The Contractor shall comply with the requirements related to reporting to a peace officer or to child or adult protective services incidents of crimes against children as specified in A.R.S. §13-3620 and crimes against the elderly as specified in A.R.S. §46-454 as may be amended.
- e. Notices All notices under this Lease Agreement shall be directed in writing to the persons and addresses specified for such purpose on the Signature page or to such other persons and/or addresses as either party may designate to the other by notice. In the event that no person is designated to receive notices then notices shall be sent to the contract signatory.
- f. Assignment and Delegation Contractor shall not assign any right nor delegate any duty under this contract, without the prior written approval of the Area Agency President/CEO.
- g. Liens Contractor agrees to keep the leased vehicle(s) free from any liens or other claims and will indemnify the Area Agency from any such liens or other claims.
- h. Visitation, Inspection Contractor's facilities, vehicles leased in this agreement, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by Area Agency and any other appropriate agent of a funding source or the state or federal government. At the discretion of Area Agency, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If Area Agency deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services, and individuals served, as well as inspect and copy their contract-related books and records.
- i. Books and Records The Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the contract for a period of five years after the completion of the contract. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records. Vehicle service records will be maintained in accordance with prescribed Area Agency policies and procedures.
- j. Termination
 - i. Mutual Agreement This contract may be terminated by mutual agreement of the parties at any time during the term of this agreement.
 - ii. Termination of Service Contract Upon termination of the Service Contract as identified on the Signature Page results in a termination of this Vehicle Lease Agreement.
 - iii. Cancellation for Conflict of Interest Pursuant to A.R.S §38-511 as may be amended, Area Agency 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 Area Agency 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 as may be amended.

- iv. Gratuities The Area Agency may, by written notice to the Contractor, terminate this contract in whole or in part if Area Agency determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Area Agency for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including the making of any determination or decision about contract performance. The Area Agency, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the Contractor.
- v. Suspension or Debarment Either party may, by written notice, immediately terminate this contract if either party has determined to have 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 contract shall immediately notify the Area Agency in writing.
- vi. Termination for Convenience The Area Agency reserves the right to terminate the contract, in whole or in part at any time, when in the best interests of the Area Agency without penalty or recourse. In addition, the Area Agency has the right to terminate the contract upon the Contractor's noncompliance which does or may jeopardize any Area Agency fund source requirements, standards, or expectations. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Area Agency. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to Area Agency upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply. The Contractor may terminate this contract per this provision by providing at least sixty (60) days written notice to the Area Agency President/CEO.
- vii. Termination for Default
 - 1. In addition to the rights reserved under the contract, Area Agency may terminate the contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the contract. The Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor.
 - 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 Area Agency on demand.
 - 3. This contract is voidable and subject to immediate termination by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the contract and/or any rights there under without Area Agency's prior written approval.
 - 4. Area Agency may, upon termination of this contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this contract. The Contractor shall be liable to the Area Agency for any excess costs incurred by the Area Agency in procuring materials or services in substitution for those due from the Contractor.
 - 5. Area Agency may immediately terminate this contract if the Area Agency determines that the health or welfare or safety of service recipients is endangered.
 - 6. For designated agencies, termination shall comply with the Older American's Act legislation.
- viii. Continuation of Performance Through Termination Area Agency and 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.

ix. Termination for Any Reason

1. In the event the contract is terminated, with or without cause, or expires, the parties, shall assist each other in the transition of services or eligible persons to other contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.
2. In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to Area Agency within ten (10) days after the date of termination of the contract or upon receipt of notice of termination of the contract, whichever is earlier.

k. Return: Upon termination of the agreement or amendment to remove any vehicle from the agreement, Contractor agrees to return vehicles as follows

- i. Vehicles shall be in operating condition per all city, state, federal laws and standards.
- ii. Vehicles may not be in such a condition inconsistent with norms based on the year and mileage of the vehicle.
- iii. Vehicle may not have body or interior damage without written approval from Area Agency.
- iv. The condition the vehicles were received in will be considered when determining if the vehicles have been returned in a condition that is consistent with the norms based on the year and mileage of the vehicle.
- v. **Contractor shall remove any non-Area Agency signage** as may have been adhered to the vehicle with approval from Area Agency.

vi. **Listed below are additional requirements for a contractor to return a vehicle.**

These requirements take effect July 1, 2019 and thereafter and will be included in our Vehicle Leases between Contractor and the Area Agency on Aging.

- (a) REASON FOR THE RETURN REQUEST
- (b) PHOTOS OF THE INTERIOR AND EXTERIOR OF THE VEHICLE
- (c) THE VEHICLE MUST BE CLEAN INSIDE AND OUT WHICH INCLUDES THE VEHICLE'S INTERIOR UPHOLSTERY
- (d) CURRENT MILEAGE
- (e) MAINTENANCE RECORDS FOR THE PREVIOUS 12 MONTHS WHICH INCLUDES A LIST OF ANY LARGE REPAIRS MADE TO THE VEHICLE BY YOUR ORGANIZATION

1. Non-Discrimination The Contractor shall comply with State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, gender, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable Federal and state laws, rules and regulations, include the Americans with Disabilities Act and Title VI. The Contractor shall take positive action to ensure that applicants for employment, employees, and persons to whom it provides service are not discriminated against due to race, creed, color, religion, sex, national origin, or disability. (Federal regulations, State Executive Order #99-4)
- m. Israel. Area Agency certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in Ariz. Rev. Stat. § 35-383. of Israel.

2. **INDEMNIFICATION**

- n. Indemnification Public Agency Language Only: To the extent permitted by law, each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from

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

- o. Indemnification Clause: To the extent permitted by law the parties to this contract agree that the Area Agency, State of Arizona and the Department of Economic Security (DES) shall be indemnified and held harmless by Contractor for the vicarious liability of the Area Agency and/or State as a result of entering into this contract. However, the parties further agree that the Area Agency, State of Arizona and DES shall each be responsible for its own negligence. Each party to this contract is responsible for its own negligence. *This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

2. INSURANCE

- a. Insurance Requirements: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.
- The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Area Agency and 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.
- b. Additional Insured Requirements For the purposes of this contract, the identified agencies and specific language shall be identified as additional insured for all contract required insurance policies. The policies shall include or be endorsed to include the following provisions:
- i. Required Agencies
- ✓ Area Agency on Aging, Region One Incorporated
 - ✓ State of Arizona and Department of Economic Security
 - ✓ Bridgeway Health Solutions
 - ✓ United Health Care
 - n/a Maricopa County Public Health Department
 - ✓ Mercy Care
 - n/a Total Transit Enterprises, LLC / Total Transit, Inc. / Veyo, LLC
- ii. The policy shall be endorsed to include the following Additional Insured language: *"The Additional Insured agencies, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor and including involvement of owned, leased, hired, or borrowed vehicles by the Contractor".*
- iii. The Additional Insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this contract.
- iv. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- v. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this contract.
- vi. The Additional Insured endorsement(s), where applicable to liability policies required under these provisions, and which extend policy rights to the Area Agency, shall insure only the vicarious liability to the extent stated in the Indemnification Clause.
- c. Minimum Scope and Limits of Insurance Contractor shall provide coverage with limits of liability not less than those stated below.

- i. Commercial General Liability – Occurrence Form Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.
 - General Aggregate \$3,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Blanket Contractual Liability – Written & Oral \$1,000,000
 - Fire Legal Liability \$ 50,000
 - Each Occurrence \$1,000,000
 1. The policy shall be endorsed to include coverage for sexual abuse and molestation.
 2. Policy shall contain a waiver of subrogation against all agencies identified as Additional Insureds, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor. This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

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

Combined Single Limit (CSL) \$1,000,000

 1. The policy shall be endorsed to include the following additional insured language: *The Additional Insured shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.*
 2. Policy shall contain a waiver of subrogation against the Additional Insured, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 3. This section, Business Automobile Liability, shall not be applicable in the event the Contractor (or its subcontractors) does not utilize a vehicle in any manner in the performance of this contract or if the utilization is used only for commuting purposes. In the event the Contractor (or its subcontractors) subsequently utilizes any vehicle in the performance of the contract or utilizes it for other than commuting purposes, this section, Business Automobile Liability, shall be fully applicable, effective the date the utilization is changed.

- iii. Workers Compensation and Employers' Liability
 1. Workers' Compensation Statutory
 2. Employers' Liability
 - a. Each Accident \$ 500,000
 - b. Disease – Each Employee \$ 500,000
 - c. Disease – Policy Limit \$1,000,000
 3. Policy shall contain a waiver of subrogation against Additional Insureds, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 4. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. §23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

- iv. Professional Liability (Errors and Omissions Liability)
 1. Requirements as follows
 - a. Each Claim \$1,000,000
 - b. Annual Aggregate \$2,000,000
 2. In the event that the professional liability insurance required by this Contract is written

on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

3. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work and Service Specifications, work definitions, and other performance statements of this contract.

v. Fidelity Bond or Crime Insurance

- Bond Policy Limit \$100,000
 1. The bond or policy shall be issued with minimum limits of \$100,000.
 2. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
 3. The bond or policy shall include coverage for third party fidelity.
 4. The bond or policy shall include coverage for theft and mysterious disappearance.
 5. The bond or policy shall contain no requirement for arrest and conviction.
 6. The bond or policy shall cover loss outside the premises of the Named Insured.

- d. Notice of Cancellation Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Area Agency. Such notice shall be sent directly to the Area Agency Contracts Department and shall be sent by certified mail, return receipt requested.

- e. Acceptability of Insurers Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The Area Agency in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency. If the Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the Contractor or subcontractor chooses to use SSCIP, AMRRP, or another approved insurance pool as its insurance provider, the contract/subcontract would be considered as meeting the insurance requirements relating to the A.M. Best rating requirements. Contractors or subcontractors submitting certificates of Insurance identifying SSCIP, AMRRP, or another approved insurance pool will be considered as meeting the insurance requirements including those related to sexual abuse and molestation.

f. Verification of Coverage

- i. Contractor shall furnish the Area Agency with certificates of insurance (ACORD form or equivalent form approved by Area Agency) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- ii. All certificates and endorsements are to be received and approved by the Area Agency before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.
- iii. All certificates required by this Contract shall be sent directly to Area Agency Contracts Department. The Area Agency contract number and contract description shall be noted or referenced on the certificate of insurance. The Area Agency reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- g. Subcontractors Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the Area Agency separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified within this contract.

- h. Approval Any modification or variation from the Insurance Requirements in this contract shall be made by the Area Agency, whose decision shall be final. Such action will not require a formal contract

amendment, but may be made by administrative action.

i. Exceptions

- i. In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
- ii. In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth in this section and contract, the Contractor may request that the insurance requirements be modified pursuant to paragraph 5.h. **Approval of this section**, provided that such request be delivered in writing to Area Agency at least ten (10) days prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.
 1. As provided in paragraph 5.h. **Approval of this section**, the Area Agency President/CEO shall decide whether such modification may be permitted.
 2. Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth fully in this ***Section 5 Insurance***.

3. VEHICLE SERVICES AND OPERATIONS

- a. Services This Vehicle Lease Agreement The terms and conditions of this Agreement are specifically related to and legally binding with the Area Agency's Service Contract with the Contractor as specified on the Signature page of this agreement. This lease of vehicle(s) action is intended solely for and limited to the purpose of providing services as specified in the Service Contract.
- b. Facility(s) Services are limited to the sites as identified in the Service Contract Facility Location page.
- c. Vehicle Operation and Maintenance
 - i. Liabilities
 1. The Contractor is responsible for all liabilities in the operations, storage, use, or other activities involving each leased vehicle. Area Agency is not responsible for any losses or injuries caused by the use of the vehicle.
 2. The Contractor shall be liable for all fines, parking violations and any fines imposed by any governmental authority upon the vehicle or operator thereof during the term of this agreement.
 3. The Contractor shall not permit the vehicle to be used in violation of any federal, state, municipal statutes, laws, ordinances, rules or rules or regulations, or contrary to the provision of any applicable insurance policy.
 4. The Contractor shall keep the Area Agency fully informed of all claims, suits or proceeding arising out of any accidents or incidents involving each leased vehicle.
 5. The Contractor shall forward to the Area Agency a copy of every demand, notice summons or process received in connection with any and all claims, suits or other legal proceedings resulting from an incident/accident involving any leased vehicle.
 - ii. Operation Expenses The Contractor is solely responsible for costs associated with the operation of the vehicle. Area Agency bears no responsibility for costs associated with the operations, staffing, maintenance, or repair of the leased vehicle(s). In the event the Contractor is unable to maintain the operational costs of the vehicle, this Agreement will be terminated.
 - iii. Maintenance Contractor is responsible to:
 1. Maintain the vehicle in safe and manufacturer standard of operation at all times. A vehicle may not be parked, inoperable through the duration of the agreement.
 2. Abide by the manufacturer's warranty and recommended schedule of maintenance, as a minimum.
 3. Keep written documentation of completed maintenance to minimally include a log of date, vendor, description of repairs/maintenance, cost and mileage.

4. Clean the vehicle regularly.
 5. Obtain, if applicable to the vehicle, an annual Federal Inspection and submit documentation of the Inspection to Area Agency.
- iv. Alterations of Vehicle Upon prior approval by Area Agency, the Contractor shall have the opportunity to display signage of a removable nature on the vehicle. Contractor will make no other changes to the vehicle without prior written consent of the Area Agency. The Contractor shall not make any alterations, additions, or improvements to the equipment, which detract from its economic value or functional utility.
 - v. Accidents / Damage In the event the leased vehicle is involved in an accident, damage, or vandalism, Contractor shall make all repairs and restorations within a reasonable period of time, not to exceed three (3) months. Contractor shall be responsible for all costs incurred in repair of leased vehicle including the deductible amounts stated in the insurance policy.
 - d. Personnel Requirements Contractor shall specifically certify staff as competent to operate vehicles as required by law and the following minimum standards:
 - i. All equipment operators will have a valid Arizona drivers license, a copy which will be on file with the Contractor and which may subject to inspection by the Area Agency. If a CDL (Commercial Drivers License) is required for equipment operation it will also be required to be on file for inspection.
 - ii. Obtain motor vehicle report and evaluate the report as acceptable prior to commencing driving.
 - iii. Driver training, supervision, and employment. Volunteer drivers must meet all these requirements and any other requirements as set for paid drivers.
 - e. Evaluation & Monitoring: Area Agency may and the Contractor shall cooperate in the monitoring, assessment, and evaluation of contract services or transportation activities performed by the identified vehicle(s).
 - f. Reporting Requirements
 - i. Semi-Annual Maintenance Report Contractor shall provide written documentation of completed maintenance to minimally include a log of date, vendor, description of repairs/maintenance, cost and mileage on July 15th and January 15th.
 - ii. Accidents / Damage
 1. report the incident to the Area Agency Vehicle Fleet Representative within twenty-four (24) hours via telephone or email
 2. submit a written report of the incident to the Area Agency within three (3) days; and
 3. submit other documentation, reports, evidence as required or requested by Area Agency.

Fiscal Year 2019
Senior Center Budget - STAFFING WORKSHEET

CONTRACTOR: City of Avondale

Position Title	FTE	Current Salary	Rate (per hour)	Planned Increase		% ALL-OCA-TION	Congregate Meals	% ALL-OCA-TION	HDM	% ALL-OCA-TION	MCO	% ALL-OCA-TION	Transportation	% ALL-OCA-TION	Other	TOTAL %
				% of increase	Proposed Salary											
Senior Services Coordinator	1.00	62,920	\$ 30.25	5%	66,066	25%	16,517	25%	16,517	25%	16,517	25%	16,517		-	100%
Cook	1.00	36,379	\$ 17.49	5%	38,198	40%	15,279	60%	22,919		-		-		-	100%
Cook	1.00	33,217	\$ 15.97	5%	34,878	40%	13,951	60%	20,927		-		-		-	100%
Senior Services Specialist	1.00	39,374	\$ 18.93	5%	41,343		-		-	90%	37,208	10%	4,134		-	100%
Senior Services Specialist	1.00	38,896	\$ 18.70	5%	40,841	25%	10,210	50%	20,420	25%	10,210		-		-	100%
Senior Services Assistant	1.00	33,134	\$ 15.93	5%	34,791	25%	8,698		-	25%	8,698	50%	17,395		-	100%
HDM Driver	0.50	16,567	\$ 15.93	5%	17,395		-	50%	8,698		-	50%	8,698		-	100%
HDM Driver	0.50	16,567	\$ 15.93	5%	17,395		-	50%	8,698		-	50%	8,698		-	100%
HDM Driver	0.50	16,088	\$ 15.47	5%	16,892		-	50%	8,446		-	50%	8,446		-	100%
HDM Driver	0.50	16,088	\$ 15.47	5%	16,892		-	50%	8,446		-	50%	8,446		-	100%
HDM Driver	0.50	16,088	\$ 15.02	5%	16,892		-	50%	8,446		-	50%	8,446		-	100%
					-		-		-		-		-		-	0%
					-		-		-		-		-		-	0%
					-		-		-		-		-		-	0%
					-		-		-		-		-		-	0%
8.50					341,584	64,655		123,516		72,633		80,780		-		

- I. Personnel Narrative: A job description for each listed position should be uploaded with your service application.
- II. ERE/Fringe: Identify the ERE/fringe benefits reflected in the request above (include any mandated/voluntary benefits). Explain any anticipated changes. Specific amounts for each ERE/fringe benefits are not required.

II. Along with the above wages for each position, there are several employee related costs. These costs are listed in the itemized expense budget including cell phone stipend for all staff driving vehicles for home delivered meals and transportation, OASDI (Social Security), Arizona State Retirement, Short Term Disability, Health and Dental Insurance (for full time staff only), Life Insurance, Worker's Comp, and Medicare. The Human Resources Department and Finance Department calculate the amounts based on employee eligibility and requirements. Two staff are also paid by the city for bilingual translation.

Fiscal Year 2019
Seniorr Center Budget - ITEMIZED REVENUE BUDGET

CONTRACTOR: City of Avondale

TOTAL ALL REVENUES \$ 160,882 \$ 255,880 \$ 132,904 \$ 137,012 \$ - \$ 686,678							
REVENUES	Source	SERVICES					TOTAL
		Congregate Meals	HDM	MCO	Transportation	Other	
AREA AGENCY FUNDS	Awarded	98,000	165,000	12,000	60,500		- 335,500
	<i>SUBTOTAL</i>	98,000	165,000	12,000	60,500	-	335,500
PROJECT INCOME	CNG 17,000 x \$.71 HDM 17,000 x \$.05 TSP 13,700 x \$.10	12,070	850		1,370		12,070 850 1,370 -
	<i>SUBTOTAL</i>	12,070	850	-	1,370	-	14,290
IN KIND	Space	9,375	9,375	18,750			- 37,500
	<i>SUBTOTAL</i>	9,375	9,375	18,750	-	-	37,500
NON-FEDERAL CASH	City of Avondale Gen Fund	36,862	71,080	95,579	70,567		274,088
	Private Pay Meals 1000 meals x \$5		5,000				5,000
	Other Agency Funding Goodyear	4,250	4,250	4,250	4,250		17,000
	Other Agency Funding Litchfield	325	325	325	325		1,300
	Tivity Health Silver Sneakers			2,000			2,000
	<i>SUBTOTAL</i>	41,437	80,655	102,154	75,142	-	299,388
OTHER FEDERAL							- - - - -
	<i>SUBTOTAL</i>	-	-	-	-	-	-

I. Project Income Justification: Identify how you arrived at the project income amount. Delineate the calculation

I. CGM: We have been experiencing a 1-2% increase in attendance and on average of \$.71 contribution. This estimate is based on a 1% increase from current estimated attendance for FY 19

HDM: We have been experiencing a 2% increase, then 5% decrease in meals over the course of 2 years and on average of \$.05 contribution. This estimate is based on a 1% decrease from current estimated attendance for FY 19

TSP: We have been experiencing a 3% decrease, then 7% increase, then 3% increase in attendance over the last 3 years and on average of \$.10 contribution. This estimate is based on a 3% increase from current estimated attendance for FY 19

II. If this project will be using volunteer time as In-kind match, provide the volunteer hourly rate and the total direct service hours. Ensure a volunteer job description was uploaded with your service application.

II. No volunteer time utilized

Fiscal Year 2019
Senior Center Budget - ITEMIZED EXPENSE BUDGET

CONTRACTOR: City of Avondale

TOTAL ALL EXPENSES \$ 160,882 \$ 255,880 \$ 132,904 \$ 137,012 \$ - \$ 686,678							
EXPENSES	Source, Description, Basis	SERVICES					TOTAL
		Congregate Meals	HDM	MCO	Transportation	Other	
PERSONNEL	Totals from the Personnel Worksheet	64,655	123,516	72,633	80,780	-	341,584
EMPLOYEE RELATED EXPENSES	Cell Phone Stipend	1,200	2,575	375	650		4,800
	OASDI	3,905	6,900	4,185	4,970		19,960
	AZ State Retirement	7,205	8,800	7,705	5,680		29,390
	Short Term Disability	250	290	270	60		870
	Health Insurance	7,550	10,500	3,900	3,550		25,500
	Life Insurance	213	300	212	175		900
	Dental Insurance	800	750	250	210		2,010
	Worker's Comp	993	2,450	182	285		3,910
	Medicare	913	1,650	972	1,205		4,740
	SUBTOTAL	23,029	34,215	18,051	16,785	-	92,080
PROFESSIONAL & OUTSIDE	Other Professional Services (Activity/Entertainment)			800			800
	SUBTOTAL	-	-	800	-	-	800
TRAVEL	Equipment Management (Fuel)		12,260		22,650		34,910
	Operating Lease		2		2		4
	SUBTOTAL	-	12,262	-	22,652	-	34,914
SPACE	Rent \$25/hour- 250 days x 6 hours/day	9,375	9,375	18,750			37,500
	Electricity	6,188	2,652	13,260			22,100
	Gas	800	1,200				2,000
	Water	540	810	150			1,500
	Sewer	200	300	50			550
	SUBTOTAL	17,103	14,337	32,210	-	-	63,650

EXPENSES	Source, Description, Basis	SERVICES					TOTAL
		Congregate Meals	HDM	MCO	Transportation	Other	
EQUIPMENT							-
							-
	SUBTOTAL	-	-	-	-	-	-
MATERIALS & SUPPLIES	Food Supplies	36,520	46,480	500			83,500
	Dining Supplies	6,530	8,120				14,650
	Office Supplies		425				425
	Recreation Supplies			1,500			1,500
	Uniforms		500				500
	Other Rents (Mops, Rags Rentals)	1,000	1,000				2,000
							-
		44,050	56,525	2,000	-	-	102,575
OPERATING SERVICES	Risk Management	5,260	4,350	4,250	1,160		15,020
	Repair & Maintenance (Machinery & Equipment)	1,950	2,310				4,260
	Telephone	1,570		200			1,770
	License and Fees	325	325				650
	Marketing			500			500
	Copies	300	300	300	100		1,000
	Printing	500	1,000	500			2,000
	Training			1,460	625		2,085
	Equipment Transfers-Computers	2,140	2,140				4,280
	Vehicle Acquisition						-
	Vehicle Replacement-Transfers		4,600		14,910		19,510
							-
	SUBTOTAL	12,045	15,025	7,210	16,795	-	51,075
INDIRECT							-
							-
	SUBTOTAL	-	-	-	-	-	-

I. Indirect costs cannot exceed more than 15% per service category. Explain how you arrived at the amount of Indirect costs. If the proposed Indirect costs exceeds more than 15%, justification is required.

I. No indirect costs

Fiscal Year 2019
Senior Center Budget - BUDGET SUMMARY

CONTRACTOR: City of Avondale

SERVICES:	Congregate Meals	HDM	MCO	Transportation	Sub-Total	Other	TOTAL
AREA AGENCY	98,000	165,000	12,000	60,500	335,500	-	335,500
PROJECT INCOME	12,070	850	-	1,370	14,290	-	14,290
INKIND	9,375	9,375	18,750	-	37,500	-	37,500
NON-FED CASH	41,437	80,655	102,154	75,142	299,388	-	299,388
OTHER FED	-	-	-	-	-	-	-
TOTAL REVENUES	160,882	255,880	132,904	137,012	686,678	-	686,678
PERSONNEL	64,655	123,516	72,633	80,780	341,584	-	341,584
ERE/FRINGE BENEFITS	23,029	34,215	18,051	16,785	92,080	-	92,080
PROF/OUTSIDE SVCS	-	-	800	-	800	-	800
TRAVEL	-	12,262	-	22,652	34,914	-	34,914
SPACE	17,103	14,337	32,210	-	63,650	-	63,650
EQUIPMENT	-	-	-	-	-	-	-
MATERIALS / SPLS	44,050	56,525	2,000	-	102,575	-	102,575
OPERATING SVCS	12,045	15,025	7,210	16,795	51,075	-	51,075
SUBTOTAL EXPENSES	160,882	255,880	132,904	137,012	686,678	-	686,678
INDIRECT	-	-	-	-	-	-	-
% OF INDIRECT	0%	0%	0%	0%	0%	0%	
TOTAL EXPENSES	160,882	255,880	132,904	137,012	686,678	-	686,678
PROPOSED UNITS	17,000	17,000	3,500	13,700			
UNIT COST	\$ 9.46	\$ 15.05	\$ 37.97	\$ 10.00		\$ -	

Raw Food Cost	\$ 2.15	\$ 2.73
---------------	---------	---------

TOTAL # Meals	34,000		
% by Program	50%	50%	0%

TOTAL HDMS only	17,000		
% by Program	100%		0%

I. Describe and justify the requested Area Agency on Aging funding per service category. If the funding request is more/less than previously funded, please explain.

Congregate: In preparation for this budget, all costs and revenues have been fully investigated to best reflect actual program costs and revenues. The City of Avondale, rather than commit the minimally required 10% match, is proposed to match 45% through general fund dollars and in kind revenues as it has historically had a high investment in the success of the program. The City has requested more funding in this budget to accommodate the annual cost of living and pay raises for the personnel. Overall, this section has increased approximately 7.5% to accommodate the overall 3% raise as well as lack of funding authorized in the Multipurpose Center Operations. The budget has been adjusted to accommodate ever increasing food costs to allow for over \$1,000 extra to accommodate increases in food costs and attendance.

Home-Delivered Meals:The City has requested more funding in this budget to accommodate the annual cost of living and pay raises for the personnel. Overall, this section has increased approximately 7.5% to accommodate the overall 3% raise as well as lack of funding authorized in the Multipurpose Center Operations. The budget has been adjusted to accommodate ever increasing food costs to allow for over \$1,000 extra to accommodate increases in food costs and attendance.

Multipurpose Center Operations: This area has historically been funded at a much higher rate, with Fiscal year 2018 receiving \$50,703 reduced to \$17,746 in Fiscal year 2019. Per Area Agency on Aging request, the maximum amount requested is \$12,000. With an overall budget over \$600,000, this adjustment has significantly increased the overall budgets of the other sections in order to stay level.

Transportation:The City has requested more funding in this budget to accommodate the annual cost of living and pay raises for the personnel. Overall, this section has increased approximately 7.5% to accommodate the overall 3% raise as well as lack of funding authorized in the Multipurpose Center Operations. The City has applied for and been approved to receive a new bus through an ADOT grant. This will help to replace currently aging vehicles and accomodate those on the waitlist.

AREA AGENCY ON AGING, REGION ONE
Fiscal Year 2019
Budget Instructions

I. Formulas

You will ONLY enter information into cells that are white. Gray and blue cells are locked as they contain formulas.

II. Staffing

- Identify the individual positions and salaries for each position for each proposed service
- Identify the allocated percent to each service proposed and any *other* non-contractual service
 - *Other* represents staff time not related to Area Agency contracted services
 - Ensure that total staff allocation calculates to 100%
- Do not combine positions by title or type.
- Narrative section is required.

III. Revenue Budget

- Revenues must be itemized and described for each service in the following categories rounded to the nearest dollar:
- Area Agency: Funding you are requesting from Area Agency for specific service.
- Project Income: Contributions obtained from service participants. The only services that solicit contributions include Congregate Meals, Home-Delivered Meals, Transportation, & Volunteer Management.
- In-kind: Non-cash sources such as buildings for space, volunteer time, etc. Corresponding expenses listed that are identical to each revenue item listed are required.
- Non-Federal Cash: Additional grants, governmental funds, Community Development Block Grants, private pay fees, etc. Each revenue should be itemized and valued.
- Other Federal Funds: Includes Title V funds, Social Service Block Grants, transit funds, or other federally-related funds. Each revenue should be itemized and valued.
- A minimum of a 10% match of funds consisting of In-kind and/or Non-Federal Cash.
- Narrative section is required.

IV. Expense Budget

- Expenses must be itemized and described for each service in the following categories rounded to the nearest dollar:
- Personnel: Auto-populated from the Personnel worksheet. No action is required
- Employee Related Expenses
- Professional/Outside Services
- Travel
- Space
- Equipment: Operational costs only. Do not include any capital expenditures that cannot be specifically justified as start up or essential to service delivery. Any equipment/capital purchases require justification.
- Materials/Supplies
- Operating Services
- Indirect: Cannot exceed 15% per service category.
- Narrative section is required.

V. Agency Budget

- This is a cumulative total of Expenses and Revenues.
- The cells are formulated to read the total for each category on the itemized budgets. Revenues must equal Expenses.
- Identify the units proposed per service.

VI. Area Agency Funding Narrative

- Justify the requested Area Agency on Aging funding per service category. If the funding request is more/less

CITY COUNCIL REPORT

SUBJECT: Resolution 3558-619 - Amendment Number 1 to Intergovernmental Agreement with Arizona Department of Transportation for the Van Buren Multi-Use Path Project

MEETING DATE: 6/17/2019

TO: Mayor and Council

FROM: Tracy Stevens, Development and Engineering Services Director, (623) 333-4012

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to adopt Resolution 3558-619 authorizing Amendment Number 1 to Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) to allow ADOT to oversee the construction of the Van Buren Multi-Use Path Project and authorize the Mayor, or City Manager and City Clerk, to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Avondale applied for Transportation Alternatives Program (TAP) funding through the Maricopa Association of Governments (MAG) for the Van Buren Multi-Use Corridor Project. MAG originally programmed this Project for construction in FY2017. The Project's estimated construction cost is \$2,183,260. The federal contribution is estimated to be \$2,011,664 and the City's cost share is estimated to be \$201,596 which includes the City's cost share for construction and the estimated City cost for ADOT project management and design review fees.

On November 20, 2017 Council adopted a resolution authorizing an Intergovernmental Agreement with ADOT for the design and construction of the project. The purpose of the IGA is to designate the State (ADOT) as the City's authorized agent to obtain federal funds for, and to oversee the design and installation of a multi-use path along Van Buren Street from the 127th Avenue to the 113th Avenue alignment. The improvements will include lighting, landscape, water fountains and other pedestrian and bicycle amenities.

DISCUSSION:

Amendment Number 1 is to increase the budget for this project.

During the design process, the Engineer's Estimate was found to be above the current funding level. Staff was able to work with MAG staff and receive close-out funding to cover this overage. The amount of federal-aid funding for this project increased from \$2,011,664 to \$2,300,787. As a result, the City-share will increase from \$201,596 to \$219,072.

Funding Summary:

Federal-aid funds @ 94.3% \$ 2,300,787.00

City's match @ 5.7% \$ 139,072.00 (City Responsibility)

City's contribution @ 100% \$ 50,000.00 (City Responsibility)

Subtotal – Construction \$ 2,489,859.00

ADOT Proj. Dev. Admin. Cost \$ 30,000.00 (City Responsibility)

Estimated TOTAL Project Cost \$ 2,519,859.00

Total Estimated City Funds \$ 219,072.00

Total Federal Funds \$ 2,300,787.00

All other terms of the original IGA remain in place.

Schedule:

ADOT Advertise for Construction May 2019

ADOT Awards Construction September 2019

Construction Completion April/May 2020

STRATEGIC PLAN ALIGNMENT

INITIATIVE:

Foster Sustainable Community Development

GOAL:

Maintain and expand infrastructure and improve connectivity to City amenities

OBJECTIVE:

Complete sidewalk and install pedestrian lighting to improve and increase pedestrian safety and security

BUDGET IMPACT:

Funding in the amount of \$219,072.00 is available in CIP Park Fund Line Item 310-1408-00-8210 Van Buren Multi-Use Path

RECOMMENDATION:

Staff recommends that City Council adopt a resolution authorizing Amendment Number 1 to Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation (ADOT) to allow ADOT to oversee the construction of the Van Buren Multi-Use Path Project and authorizing the Mayor, or City Manager and City Clerk, to execute the necessary documents.

RESOLUTION NO. 3558-619

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA THROUGH ITS DEPARTMENT OF TRANSPORTATION TO REVISE THE PROJECT COSTS ESTIMATES.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE AS FOLLOWS:

SECTION 1. The First Amendment to the Intergovernmental Agreement (IGA 17-0006561-I) between the City of Avondale (the “City”) and State of Arizona, through its Department of Transportation (ADOT), serves to revise the project cost estimates in Exhibit A thereto to account for increased project costs (the “Amendment”) is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. The Mayor, the City Manager or authorized designee, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Resolution.

SECTION 3: If any section, subsection, sentence, clause, phrase or portion of this resolution or any part of the Intergovernmental Agreement adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED, AND ADOPTED by the City Council of the City of Avondale, Arizona, June 17, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

Resolution No. 3558-619
June 17, 2019
Page 2 of 2

EXHIBIT A
TO
RESOLUTION NO. 3558-619
[Amendment]
See following pages.

ADOT File No.: IGA:17-0006561-I
Amendment No. One: 19-0007280-I
AG Contract No.: P0012017004071
Project Location/Name: Van Buren St; AF
River - 113th Ave., Avondale
Type of Work: Construct Multi-Use Path
Federal-aid No.: AVD-0(221)T
ADOT Project No.: SL738 01D/01C
TIP/STIP No.: AVN 17-406
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: N/A

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF AVONDALE

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. One”), is entered into this date _____, pursuant to Arizona Revised Statutes (“A.R.S”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL (the “City”). The State and the City are collectively referred to as the “Parties.”

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA/JPA 17-0006561-I, A.G. Contract No. P001 2017 004071, was executed on December 18, 2017, (the “Original Agreement”);

WHEREAS, the State is empowered by A.R.S § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the City is empowered by A.R.S § 48-572 to enter into this Amendment No. One and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to revise Project costs, Exhibit A (Cost Estimate) is revised and replaced accordingly. The Parties desire to amend the Original Agreement, as follows:

I. RECITALS

Consistent with the Original Agreement, the City has been invoiced and paid \$30,000.00 for the City's share of Project Development Administration (PDA)(formerly referred to as PMDR) costs.

II. SCOPE OF WORK

Section II, Paragraph 1.d. is revised, as follows:

1. The State will:
 - d. After completion of design and prior to bid advertisement, invoice the City for the actual PDA costs, as applicable, and the City's share of the Project construction costs, estimated at \$189,072.00. After the Project costs for construction are finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

Section II, Paragraph 2.d. is revised, as follows:

2. The City will:
 - d. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, any outstanding PDA costs and the City's share of the Project construction costs, estimated at \$189,072.00. Be responsible for and pay the difference between the estimated and actual construction costs of the Project, within 30 days of receipt of an invoice.

III. MISCELLANEOUS PROVISIONS

Section III, Paragraph 19. is revised, as follows:

19. The Parties shall ensure that all contractors comply with the applicable requirements of A.R.S §35-393.01.¹

Section III, Paragraph 23. is added, as follows:

23. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

¹ In *Jordahl v. Brnovich et al.*, Case No. 3:17-cv-08263 (D. Ariz.), the U.S. District Court entered a preliminary injunction that enjoins the State from enforcing A.R.S. § 35-393.01(A) (the "Anti-Israel Boycott Provision"). That statute states that: "[a] public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel." Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. § 35-393.01(A)) is unenforceable and the State will take no action to enforce it.

EXCEPT AS AMENDED, ALL OTHER terms and conditions of the Original Agreement remain in full force and effect.

THIS AMENDMENT NO. ONE shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH A.R.S § 11-952 (D) attached and incorporated in this Amendment No. One is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

CITY OF AVONDALE

STATE OF ARIZONA

Department of Transportation

By _____
KENNETH WEISE
Mayor

By _____
STEVE BOSCHEN, PE
Division Director

ATTEST:

By _____
MARCELLA CARRILLO
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF AVONDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.

DATED this _____ day of _____, 2019.

City Attorney

EXHIBIT A

IGA 17-0006561-I Cost Estimate

SL738 01D/01C

The federal funds will be used for the construction of the Project, including the construction engineering (CE) and administration cost. The estimated Project costs are as follows:

SL738 01D (ADOT Project Development Administration (PDA) (formerly referred to as PMDR) Cost, non-federal-aid):

PDA costs*	\$ 30,000.00
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SL738 01C (construction):

Federal-aid funds @ 94.3%	\$ 2,300,787.00
City's match @ 5.7%	\$ 139,072.00
City's contribution @ 100%	<u>\$ 50,000.00</u>

Subtotal – Construction**	\$ 2,489,859.00
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Estimated TOTAL Project Cost	\$ 2,519,859.00
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Total Estimated City Funds	\$ 219,072.00
Total Federal Funds	\$ 2,300,787.00

* (Included in the City Estimated Funds)

** (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)

CITY COUNCIL REPORT

SUBJECT: Resolution 3559-619 - Third Amendment to the Intergovernmental Agreement with Maricopa County Administered by the Human Services Department

MEETING DATE: 6/17/2019

TO: Mayor and Council

FROM: Chris Lopez, Neighborhood Family Services Director, (623) 333-2711

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to adopt Resolution 3559-619 approving the third amendment to an Intergovernmental Agreement with the Maricopa County Human Services Board for a grant in the amount of \$79,744 for the provision of the Community Action Program (CAP) services, and authorize the Mayor, City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Community Action Program (CAP) began serving residents of Avondale in 1964. Services are provided to residents of Avondale who, for a variety of reasons, find themselves in financial difficulty. Families who live below the poverty level are often not able to put money aside for a crisis, and find themselves needing assistance when a change in the household occurs, such as a change in employment, medical emergency, divorce, caring for an aging family member or a vehicle expense.

DISCUSSION:

The CAP supports low income households and families in crisis with utility, rent and mortgage assistance. The service area stipulated under the contract includes: Avondale, Goodyear, Litchfield Park, unincorporated areas north to Glendale Avenue including Litchfield Park and east/south to Laveen and unincorporated areas around but not including Laveen. This is considered the West Central CAP area in Maricopa County.

BUDGET IMPACT:

The total funding provided by Maricopa County for Fiscal Year 2020 is \$79,744. There is no match required.

RECOMMENDATION:

Staff recommends adopting a resolution authorizing an IGA with the Maricopa Board of Supervisors for a grant in the amount of \$79,744 to provide Crisis Case Management and Financial assistance services as part of the CAP during FY 20.

RESOLUTION NO. 3559-619

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR A GRANT AWARD TO OPERATE THE COMMUNITY ACTION PROGRAM.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE AS FOLLOWS:

SECTION 1. The Third Amendment to the Intergovernmental Agreement between the City of Avondale (the “City”) and Maricopa County, Arizona for a grant award to operate the City’s Community Action Program for fiscal year 2019-2020 (the “Amendment”) is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. The Mayor, the City Manager or authorized designee, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Resolution.

SECTION 3: If any section, subsection, sentence, clause, phrase or portion of this resolution or any part of the Intergovernmental Agreement adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED, AND ADOPTED by the City Council of the City of Avondale, Arizona, June 17, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

Resolution No. 3559-619
June 17, 2019
Page 2 of 2

EXHIBIT A
TO
RESOLUTION NO. 3559-619
[Amendment]
See following pages.



AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF AVONDALE



- I. Maricopa County ("County") by and through its Human Services Department and the City of Avondale ("City") entered into a financial Intergovernmental Agreement ("Agreement") which began on July 1, 2016 through June 30, 2017. The purpose of the Agreement is for the County to provide the City with cash reimbursement for the provision of Community Action Program services to include Crisis Case Management and Financial Assistance Services in the Community Service Area (CSA). The Agreement included an option to extend the Agreement for three one-year terms. The County and the City may be referred to individually as "Party" or collectively as "Parties."

The Parties executed Amendment No. 1 (renewal option #1), which extended the Agreement term and provided funding for July 1, 2017 through June 30, 2018 period. The Parties executed Amendment No. 2 (renewal option #2), which extended the Agreement term and provided funding for July 1, 2018 through June 30, 2019 period.

- II. The Parties now wish to amend the Agreement "Amendment No. 3" (renewal option #3), as follows:
- A. The City of Avondale shall hereinafter be referred to as the "Subrecipient" for this Agreement.
 - B. Extend the Agreement termination date from June 30, 2019 to June 30, 2020.
 - C. The County shall provide the Subrecipient with \$79,744 for the period of July 1, 2019 to June 30, 2020.
 - D. Incorporate Attachment A Operating Budget for the period of July 1, 2019 to June 30, 2020, into the Agreement.
 - E. Revise Section I General Provisions, paragraph GG "Agreement Compliance Monitoring" as follows:
Remove in its entirety and substitute:
GG. AGREEMENT COMPLIANCE MONITORING/AUDITING
 - 1. The County will annually monitor the Subrecipient's compliance for fiscal and programmatic performance under the terms and conditions of this Agreement and applicable regulations promulgated by the U.S. Department of Health and Human Services Office: Administration for Children and Families, Arizona Department of Economic Security and Maricopa County. On-site visits for compliance monitoring may be made by the County and/or its grantor agencies at any time during the Subrecipient's normal business hours, announced and/or unannounced. For auditing purposes, the County shall provide Subrecipient with a 30-day advance notice of proposed on-site visit. During an on-site visit(s), the Subrecipient shall make all of its records and accounts related to work performed or services provided under this Agreement available to the County for inspection and copying.
 - 2. The County shall request information for monitoring/audit per Office of Management and Budget (OMB) Uniform Guidance 2 CFR § 200, to include:
 - a. Financial Management 2 CFR § 200.302
 - b. Internal Controls 2 CFR § 200.303
 - c. Bonds 2 CFR § 200.304
 - d. Payment and Financial Reporting 2 CFR § 200.305
 - e. Cost Sharing or Matching 2 CFR § 200.306
 - f. Program Income 2 CFR § 200.307

- g. Revision of Budget and Program Plans 2 CFR § 200.308
 - h. Period of Performance 2 CFR § 200.309
 - i. Insurance Coverage 2 CFR § 200.310
 - j. Record Retention and Access 2 CFR § 200.31
 - k. Procurement Standards 2 CFR § 200.318
 - l. Indirect Costs 2 CFR § 200.414
 - m. Compensation-Personal Services 2 CFR § 200.430
 - n. Audit Requirements 2 CFR § 200.501-200.517
- F. Revise Section II Special Provisions, paragraph M “Disallowed Costs” as follows:
Remove in its entirety and substitute:
- M. **DISALLOWED COSTS**
The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 2011), including later amendments and editions on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under Agreement provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with County funds.
- 1. Office of Management and Budget (OMB) Uniform Guidance 2 CFR § 200
- G. Revise Section II Special Provisions, paragraph N “Payment Recoupment” as follows:
Add No. 10
- 10. Any amounts identified as a financial audit exception.
- H. Revise Section III Work Statement, paragraph B “Training” as follows:
Remove in its entirety and substitute:
- B. **TRAINING**
- 1. Contractor shall provide training to all new employees providing services under this Agreement. Training shall include the following:
 - a. Overview of the Maricopa Community Services policy and procedure manual (Handbook); and
 - b. Access and overview of the HSD Online client database.
 - 2. Contractor shall provide documentation to the Department that verifies that case management staff have received training.
 - 3. Department shall provide annual program training to case managers and supervisor staff. Training shall include but not limited the following:
 - a. Review of revised policy, procedures, and/or case management forms;
 - b. Review of all applicable federal, state, and county regulations, laws, and rules related to specific funding sources used;
 - c. Review of program monitoring findings; and
 - d. Effective practices that support intake and case management delivery.
- I. Revise Section IV Compensation to include the following:
- 7. The County shall reimburse the Contractor on a Net “0” payment standard.
- III. This Amendment is subject to A.R.S. §38-511. The foregoing paragraphs contain all the changes made by this Amendment. All other terms and conditions of the original Agreement remain the same and in full force and effect as approved and amended.

[This Section Intentionally Left Blank]

IN WITNESS THEREOF, the Parties have signed this Amendment:

APPROVED BY:
CITY OF AVONDALE

APPROVED BY:
MARICOPA COUNTY

Mayor

Chairman, Board of Supervisors

Date: _____

Date: _____

Attested To:

Attested To:

City Clerk Date

Fran McCarroll, Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. § 11-952, THIS AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY(S) WHO HAVE DETERMINED THAT THIS AMENDMENT IS IN PROPER FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

CITY OF AVONDALE

MARICOPA COUNTY

BY: _____
City Attorney

BY: _____
Deputy County Attorney

Date: _____

Date: _____

ATTACHMENT A
SFY20 OPERATING BUDGET

Contract Operating Budget -County July 1, 2019 to June 30, 2020

CONTRACTOR: **City of Avondale**

Service: Crisis Case Management and Financial Assistance Services

Revenue Sources

County*	\$79,744
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Total Revenues	\$79,744
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Budget Categories

Personnel / ERE	\$57,200
Professional/Outside Services	\$7,000
Travel	\$13,000
Office Supplies	\$2,544

Total Expenses	\$79,744
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*Funding will be allocated internally on a monthly basis
by Maricopa County Human Services
Department/Financial Services.

Based on fund availability, funds utilized may include, but are not
limited to:
SSBG, TANF, LIHEAP, County Funds and CSBG

CITY COUNCIL REPORT

SUBJECT: Resolution 3560-619 - Intergovernmental Agreement with the Arizona Department of Revenue for the Uniform Administration of the City's Transaction Privilege Tax

MEETING DATE: 6/17/2019

TO: Mayor and Council

FROM: Lindsey Duncan, Finance & Budget Director, (623) 333-2011

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to adopt Resolution 3560-619 approving an updated intergovernmental agreement with the State of Arizona Department of Revenue regarding the uniform administration, licensing, collection, and auditing of transaction privilege tax, use tax, severance tax, jet fuel excise tax, and rental occupancy tax imposed by the State or City and authorize the Mayor or City Manager and City Clerk to execute all necessary documents. The Council will take appropriate action.

BACKGROUND:

This updated intergovernmental agreement (IGA) between the City of Avondale (City) and the Arizona Department of Revenue (DOR) is related to the uniform administration of transaction privilege tax (TPT), as required under A.R.S. § 42-6001. This agreement and the accompanying appendices are the result of 18 months of negotiations between the DOR, a consortium of city and town representatives and the League of Arizona Cities and Towns. The current agreement between the City of Avondale and the DOR will be replaced with this updated agreement and appendices.

This is a standardized agreement applicable to all cities and towns and the DOR. This agreement will initially be in force through December 31, 2019 and will renew automatically each year thereafter on January 1st for a term of one year, without any action required by Avondale City Council or the DOR. This agreement expires on December 31 of any year the DOR is subject to sunset review. Typically, the DOR is subject to a sunset review every three to ten years, and the next review is scheduled for this year, 2019. As a result, this agreement will need to be formally approved again next year.

DISCUSSION:

This intergovernmental agreement (IGA) was negotiated with the Department of Revenue (DOR) by a consortium of city/town representatives and the League of Arizona Cities and Towns. Additionally, several attorneys and tax experts from many cities and towns reviewed and commented on the language during the process, resulting in a document that provides the maximum level of information and assurances for the cities possible.

Local transaction privilege tax (TPT) administration is governed by A.R.S. § 42-6001. This statute requires the DOR to administer the transaction privilege and use taxes imposed by all cities and towns and to enter into an IGA with each city and town to clearly define the working relationship between DOR and Arizona cities and towns.

The IGA covers all aspects of local tax administration. First and foremost, the IGA addresses confidentiality, including the authorized handling of confidential taxpayer information, expectations for the discreet use of taxpayer data to prevent unauthorized disclosure, and the process to follow in the event of a disclosure. There is also guidance on the use of aggregated taxpayer data for public reporting and analysis.

The IGA includes clear direction regarding the sharing of general taxpayer license information, legal interpretations and written guidance, rate and fee tables, and any other pertinent tax information that needs to be shared between the cities and towns and DOR.

Importantly, the IGA identifies exactly which license and tax return data fields must be provided by DOR and identifies in detail the reports DOR provides to all cities.

The IGA formalizes the process for audit request assignment and performance. Key factors include a commitment to audit for all jurisdictions whenever any audit is being done; a process for cities/towns without auditors to request an audit be performed by the DOR, the continued authority for any city or town to perform an audit of a taxpayer that is engaged in business only in their town; the general guidance that DOR will lead all multi-jurisdictional audits coupled with the option for DOR to delegate actual audit performance to a city or town when circumstances indicate it would be the most efficient means of completing the audit.

The IGA also provides guidance for handling voluntary disclosure by taxpayers, closing agreements in lieu of litigation, and sets up the responsibilities and authorities of both parties in terms of code or statute interpretations and legal support for protests.

The IGA provides for a formal review process to resolve disputes or handle complex issues that arise through the "State & Municipal Audit Resolution Team" or SMART, made up of four city and four DOR tax experts who will work together to iron out any problems or conflicts between the cities and the State.

The term of this IGA runs on a calendar year basis with a provision for automatic annual renewal, with reauthorization by the Council and the DOR only being required following the year the DOR is subject to sunset review. Finally, either party has the right each year to reopen and renegotiate the terms according to provisions within the agreement.

BUDGET IMPACT:

This IGA will not result in any budgetary impact to the City/Town.

RECOMMENDATION:

Staff recommends Council adopt a resolution approving an updated intergovernmental agreement with the State of Arizona Department of Revenue regarding the uniform administration, licensing, collection, and auditing of transaction privilege tax, use tax, severance tax, jet fuel excise tax, and rental occupancy tax imposed by the State or City and authorize the Mayor or City Manager and City Clerk to execute all necessary documents.

RESOLUTION NO. 3560-619

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF REVENUE REGARDING THE UNIFORM ADMINISTRATION, LICENSING, COLLECTION, AND AUDITING OF TRANSACTION PRIVILEGE TAX, USE TAX, SEVERANCE TAX, JET FUEL EXCISE AND USE TAX AND RENTAL OCCUPANCY TAXES IMPOSED.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement between the City of Avondale (the “City”) and the Arizona Department of Revenue for the uniform administration, licensing, collection, and auditing of transaction privilege tax, use tax, severance tax, jet fuel excise and use tax and rental occupancy taxes imposed (the “Agreement”) is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. The Mayor, the City Manager or authorized designee, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Resolution.

SECTION 3: If any section, subsection, sentence, clause, phrase or portion of this resolution or any part of the Intergovernmental Agreement adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED, AND ADOPTED by the City Council of the City of Avondale, Arizona, June 17, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

Resolution No. 3560-619
Page 2 of 2

EXHIBIT A
TO
RESOLUTION NO. 3560-619
[Amendment]
See following pages.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF AVONDALE

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this 17th day of June, 2019, by and between the Arizona Department of Revenue, hereinafter referred to as Department, and the City of Avondale, an Arizona municipal corporation, hereinafter referred to as City/Town. This Agreement shall supersede and replace all previous intergovernmental agreements, including amendments thereto, entered into by the Department and City/Town regarding the administration, collection, audit and/or licensing of transaction privilege tax, use tax, severance tax, jet fuel excise and use taxes and rental occupancy taxes imposed by the State, cities or towns.

R E C I T A L S

WHEREAS, Title 11, Chapter 7, Article 3 (A.R.S. § 11-952) authorizes two or more public agencies to enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies.

WHEREAS, A.R.S. § 42-6001 et seq. was amended effective January 1, 2015 to provide that the Department shall collect and administer any transaction privilege and affiliated excise taxes imposed by any city or town in Arizona and that the Department and each city or town shall enter into an intergovernmental contract or agreement pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit and licensing of transaction privilege and affiliated excise taxes imposed by the State, cities or towns.

WHEREAS, City/Town has taken appropriate action by ordinance, resolution or otherwise, pursuant to the laws applicable to the governing body of City/Town, to approve and authorize City/Town to enter into this Agreement.

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing, the Department and City/Town enter into this intergovernmental agreement as follows:

1. **Definitions**

- 1.1 **A.R.S.** means the Arizona Revised Statutes.
- 1.2 **Adoption of an Ordinance** means final approval by majority vote of the City/Town council.
- 1.3 **Ambassador Program** means the Department’s provided structure and support of curriculum related to tax administration and compliance education.

- 1.4 Audit** means examination and verification of accounts and records to determine taxpayer compliance with title 42 of A.R.S. and the Model City Tax Code, or any other assessment issued pursuant to A.R.S. § 42-1108.
- 1.5 Closing Agreement** means an agreement to settle a tax liability pursuant to A.R.S. § 42-1113.
- 1.6 Confidential Information** means all such information as defined in A.R.S. § 42-2001.
- 1.7 Confidentiality Standards** means the standards set forth in Appendix A or such other written standards mutually agreed to by the Department and City/Town.
- 1.8 Desk Review** means any assessment issued pursuant to A.R.S. § 42-1109(B).
- 1.9 Federal Tax Information** means federal tax return or return information the Department receives from the Internal Revenue Service including any information created by the Department derived from that information. Documents obtained from a taxpayer or State records are not considered Federal Tax Information.
- 1.10 Model City Tax Code** means the document defined in A.R.S. § 42-6051.
- 1.11 Modification** means a change to an assessment required or authorized by statute.
- 1.12 Municipal Tax(es)** means transaction privilege and affiliated excise taxes, including use tax, severance tax, jet fuel excise and use tax, and rental occupancy tax, imposed by City/Town in accordance with the Model City Tax Code. Unless the context provides otherwise, this definition includes tax, license fees, penalties, interest and other similar charges.
- 1.13 State** means the State of Arizona.
- 1.14 State & Municipal Audit Resolution Team (“SMART”)** means an advisory group comprised of four representatives from municipal taxing jurisdictions and four representatives of the Department as set forth in Section 14 below.
- 1.15 Taxpayer Information** means information protected from disclosure pursuant to Model City Tax Code § 510.
- 1.16 Standard Audit Life Cycle Process Map:** A document containing the decisions and procedures adopted by the Department and City/Town from the point of audit assignments until resolution consistent with this Agreement and the Arizona Management System principle of continuous improvement. This document will be reviewed by the Department and City/Town as needed, not less than annually, with any changes memorialized in a revised map. In the event of unresolved disagreement regarding proposed changes, this Map will be referred to SMART for resolution.

- 1.17 Standard Authorization List Update Process Map:** A process containing the decisions and procedures adopted by the Department and City/Town to keep an updated list of current employees and contractors who are authorized to receive confidential information consistent this Agreement and with the Arizona Management System principle of continuous improvement. This document will be reviewed by the Department and cities/towns as needed, not less than annually, with any changes memorialized in a revised map. In the event of unresolved disagreement regarding proposed changes, this Map will be referred to SMART for resolution.
- 1.18 Standard Inter-Jurisdictional Transfer Process Map:** A process containing the decisions and procedures adopted by the Department and City/Town to transfer tax from one City/Town to another City/Town upon a City/Town's request or during the audit process consistent with this Agreement and with the Arizona Management System principle of continuous improvement. This document will be reviewed by the Department and City/Town as needed, not less than annually, with any changes memorialized in a revised map. In the event of unresolved disagreement regarding proposed changes, this Map will be referred to SMART for resolution.
- 1.19 Voluntary Disclosure Agreement:** A program that is designed for eligible taxpayers with exposure for tax liability and /or civil penalties due to a failure to report and/or pay all tax due.

2. Disclosure of Information by City/Town to Department

- 2.1 Qualified Recipients of Information:** The Department shall provide a list of names and job titles of duly authorized representatives acting on behalf of the Department authorized to request and receive Taxpayer Information from City/Town as defined in the Standard Authorization List Update Process Map. This information shall be sent to City/Town as defined in the Standard Authorization List Update Process Map. The City/Town will not disclose Taxpayer Information to a Department employee whose name is not included on this list. The City/Town may contact the Department with any questions related to qualified recipients by contacting the Cities Services Unit.
- 2.2 Use of Information:** Any Taxpayer Information released by City/Town to the Department may only be used by the Department for tax administration and collection purposes, and may not be disclosed to the public in any manner that does not comply with the Model City Tax Code. All Taxpayer Information shall be stored and destroyed in accordance with the Confidentiality Standards.
- 2.3 Municipal Ordinance:**
- (a) City/Town shall provide the Department with a copy of its Municipal Tax Code or any City/Town ordinances imposing the taxes to be collected hereunder within ten calendar days of a request for such information from the

Department. This information shall be sent to the Cities Services Unit electronically.

- (b) City/Town shall provide the Department with a copy of any ordinance adopted by City/Town after execution of this Agreement that imposes or modifies the Municipal Taxes or license fees to be collected hereunder, including a new or different tax rate as defined by A.R.S. § 42-6053(E), within ten calendar days of adoption of an ordinance. This information shall be sent to the Cities Services Unit electronically. No such ordinance shall take effect on a date other than the first day of the month that is at least sixty calendar days after City/Town provides notice to the Department unless City/Town and the Department agree otherwise. The Department shall add the change to the official copy of the Model City Tax Code within ten business days of receipt of notice from City/Town. The Department will notify City/Town when the change has been made, and City/Town is responsible for confirming the change. Pursuant to A.R.S. § 42-6053(E)(2), changes in tax rates have no effect unless reflected in the official copy of the Model City Tax Code.
- (c) Within fifteen calendar days following the adoption of an annexation ordinance, one copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at GIS@azdor.gov. City/Town shall also include with the notice a list of businesses City/Town knows to be located in the annexed area. The Department shall not be obligated to begin collection of Municipal Tax any sooner than the first day of the month that is at least sixty calendar days after the date the Department received notice from City/Town of the annexation.

- 2.4 Development and Impact Fees:** Upon request, City/Town shall provide to the Department any information regarding development and impact fees to assist the Department with the auditing of taxpayers and billing and collection of taxes.
- 2.5 Prior Audits:** Upon request by the Department, City/Town shall allow inspections and copies of any City/Town tax audits conducted prior to January 1, 2015.
- 2.6 Other Information:** City/Town shall provide other relevant information necessary for tax administration and collection purposes as requested by the Department.
- 2.7 Statutory Authority:** The disclosure of confidential City/Town tax information is governed by A.R.S. § 42-2001 et seq., or Model City Tax Code Section 510 for all reporting periods prior to January 1, 2015.

3. Disclosure of Information by Department to City/Town

- 3.1 Qualified Recipients of Information:** City/Town shall provide a list of the names and job titles of duly authorized representatives acting on behalf of City/Town authorized to receive Confidential Information as defined in the Standard

Authorization List Update Process Map. The Department will not disclose any Confidential Information to any representative whose name is not included on this list. The Department may contact City/Town with any questions related to authorized recipients.

3.2 Suspension of Information: The Department will not withhold Confidential Information from City/Town so long as City/Town complies with A.R.S. § 42-2001 et seq. and the Confidentiality Standards.

- (a) If the Department has information to suggest City/Town or any of its duly authorized representatives violated A.R.S. § 42-2001 et seq. or the Confidentiality Standards (Appendix A), the Department will send written notice to City/Town detailing the alleged breach as understood by the Department and requesting a response to the allegation within twenty calendar days of the date of the letter.
- (b) The Department will review the written response from City/Town and consider the information contained therein and all relevant circumstances surrounding the alleged violation before making a written determination as to whether a suspension of information is warranted and the length of the suspension.
- (c) If City/Town is dissatisfied with the Department's determination, it may within ten calendar days, submit a written request to SMART requesting the group review the determination pursuant to Section 14.
- (d) If the Department has information to suggest City/Town violated the Confidentiality Standards, the Department may inspect City/Town's records, facilities, and equipment to confirm whether there has been a violation upon notification to City/Town.

3.3 Information to be Provided: Within the restrictions outlined in this Section, the Department shall provide all of the information detailed in Appendix B, which may be modified by the mutual agreement of the parties. The Department shall not provide Federal Tax Information to City/Town. In addition to the information detailed in Appendix B, City/Town may obtain upon request:

- (a) Inspections and/or copies of Department tax audits, including all information related to all cities and towns included in the tax audit; and
- (b) Other relevant information necessary for tax administration and collection purposes, including all information necessary to verify City/Town received all revenues collected by the Department on behalf of City/Town.

3.4 Storage and Destruction of Confidential Information: All Confidential Information provided by the Department to City/Town shall be stored, protected, and destroyed in accordance with the Confidentiality Standards.

3.5 Statutory Authority: The Department may disclose Confidential Information to City/Town pursuant to A.R.S. § 42-2003(G) if the information relates to a taxpayer who is or may be taxable by a county, city or town. Any Confidential Information released to City/Town:

- (a) May only be used for internal tax administration purposes as defined in A.R.S. § 42-2001(4); and
- (b) May not be disclosed to the public in any manner that does not comply with the Confidentiality Standards.

A.R.S. § 42-2003(G) provides that any release of Confidential Information that violates the Confidentiality Standards will result in the immediate suspension of any rights of City/Town to receive taxpayer information pursuant to Section 3.2 of this agreement. Under no circumstances shall the suspension of any right to receive taxpayer information adversely impact the delivery or transfer of any City/Town revenues in any manner.

3.6 Specificity of Data: Pursuant to A.R.S. § 42-6001, the Department and City/Town agree that the data fields identified in Appendix B and the JT-1, TPT-2 and TPT-EZ forms provided in Appendix C meet the specificity requirements of City/Town. The forms provided in Appendix C may be revised and replaced as needed by mutual agreement of the Department and City/Town based on approval by SMART.

4. Audit

The Department shall administer the audit functions with City/Town in accordance with the Standard Audit Life Cycle Process Map and with the following provisions.

4.1 Training: All auditors and supervisors shall be trained in accordance with the policies of the Department. Auditors who have not completed the training may only work in connection with a trained auditor and cannot be the only auditor assigned to the audit. The Department shall:

- (a) Provide semi-annual audit training in accordance with A.R.S. § 42-6002(C) and be responsible for the costs of the training, limited to the site and training materials;
- (b) Notify City/Town of any training sessions at least thirty calendar days before the date of the training session;
- (c) Permit City/Town auditors and supervisors to attend any scheduled training as space permits at any designated training location; and

- (d) Provide additional training, as needed, to inform auditors and supervisors regarding changes in State law, the Model City Tax Code, Audit Procedures or Department policy.

4.2 Conflict of Interest: An auditor or supervisor trained and authorized to conduct an audit may not conduct any of the following prohibited acts:

- (a) Represent a taxpayer in any tax matter against the Department or City/Town while employed or in an independent contractor relationship with the Department or City/Town.
- (b) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.
- (c) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one year after he/she ends employment or the independent contractor relationship with the Department or City/Town.
- (d) Use information he/she acquires in the course of the official duties as an auditor or supervisor in a manner inconsistent with his/her official duties without prior written approval from the Department.
- (e) For a period of one year after he/she ends employment or an independent contractor relationship with the Department or City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes formal barriers to prevent any sharing of information between the trained auditor or supervisor and the remainder of the firm.

The Department may revoke an individual's authority to audit and prohibit the use of any auditor or supervisor who violates this provision.

4.3 Audits and Refunds:

- (a) City/Town may request the Department conduct an audit or review of any taxpayer engaged in business in City/Town, including a taxpayer whose business activity is subject to tax by the City/Town but is not subject to tax by the State. The Department and the cities and towns shall collaboratively establish and maintain minimum justification standards and procedures City/Town shall adhere to when submitting an audit request.
- (b) City/Town may conduct an audit of a taxpayer engaged in business only in City/Town. Before commencing such audit, City/Town shall submit a Field Audit Request Form. The Department will provide City/Town with a determination to proceed or not within ten calendar days of the notice from City/Town.

- (c) Except as permitted below, the Department shall conduct all audits of taxpayers having locations in two or more cities or towns. A City/Town auditor may participate in any audit City/Town requested the Department to perform.
- (d) City/Town shall notify the Department if it wants to audit a taxpayer having locations in two or more Arizona cities or towns and whose business activity is subject to tax by the City/Town but is not subject to tax by the State. The Department will authorize such audits, to be overseen by the Department, unless there is already an audit of the taxpayer scheduled, or the Department determines the audit selection is discriminatory, an abuse of process or poses other similar defects. The Department will notify City/Town of its determination within fifteen (15) calendar days. No initial audit contact may occur between City/Town and a taxpayer until the Department approves the audit notice.
- (e) In the case of taxpayers doing business in more than one city/town:
 - (1) City/Town may either request the Department conduct an audit of a taxpayer having locations in two or more Arizona cities or towns and whose primary business is subject to both city and state tax, or
 - (2) City/Town may request to conduct an audit of a taxpayer having locations in two or more Arizona cities or towns and whose primary business is subject to both cities' and state tax.
 - (3) Requests pursuant to (e)(1) or (e)(2) shall be made using the Department's Field Audit Request Form. The Department shall notify City/Town of its decision regarding the request within fifteen (15) calendar days of receipt of the request.
- (f) The Department may deny a request for an audit in writing within 15 days of city/town request for the following reasons:
 - (1) An audit is already scheduled or planned for the taxpayer within six months of the request;
 - (2) The requested audit would interfere with strategic tax administration planning;
 - (3) The audit selection is discriminatory, an abuse of process or poses other similar defects;
 - (4) The request lacks sufficient information for the Department to determine whether it is appropriate;
 - (5) The Taxpayer was audited within the previous two years;

- (6) The Department lacks sufficient resources to conduct the audit; or
- (7) The scope or subject of the audit does not justify the use of Department resources.
- (g) If the Department denies a request to conduct an audit because it either lacks resources to conduct the audit itself or the scope or subject of the audit does not justify the use of Department resources, then City/Town shall notify the Department if it wants to conduct the audit under the supervision of the Department. No initial audit contact may occur between City/Town and a taxpayer until the Department's supervisor is appointed to the audit.
- (h) Any decision by the Department denying City/Town's request to conduct any audit may be referred to SMART in accordance with Section 14 of this Agreement.
- (i) All audits conducted by City/Town shall be in accordance with standard audit procedures defined in the Department Audit Manual and the Standard Audit Life Cycle Process Map. All auditors shall be trained in accordance with Section 4.1 above.
- (j) The Department may appoint a Department manager to supervise any audit conducted by City/Town.
- (k) All audits shall include all taxing jurisdictions in the State regardless of which jurisdiction's auditors participate in the audit. All desk reviews must include all taxing jurisdictions for which there is information provided by the taxpayer.
- (l) The Department shall issue all audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.
- (m) The Department shall issue amendments to audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.

4.4 Claims for Refund:

- (a) When a taxpayer files a request for refund, including refunds requested by filing amended returns, the Department shall process the request and review it for mathematical errors or for the failure of the taxpayer to properly compute the tax based on the taxable income reported on the return or refund request.
- (b) The Department will notify City/Town of all refund requests that are processed involving City/Town's Municipal Taxes within thirty calendar days of processing the refund. City/Town may request an audit of the taxpayer as set forth in Section 4.3 above.

- (c) The Department may assign an auditor to review requests for refunds. The Department will notify City/Town, within thirty calendar days of initiating a review, of all refunds under review by an auditor pertaining to a taxpayer who engages in business within City/Town's taxing jurisdiction and may request that City/Town assist with such reviews. The Department may assign a refund request to a City/Town auditor for review. The Department may only assign refund requests to a City/Town auditor if the City/Town is involved in the refund request.
- (d) City/Town is responsible for payment of all amounts to be refunded to taxpayers for Municipal Tax incorrectly paid to City/Town. The Department may offset a remittance to City/Town under this Agreement to cover the amounts of allowed refunds paid to the Department. If there are insufficient funds available to pay the refund, City/Town must pay the Department within sixty days of written demand from the Department.
- (e) The Department shall issue refund approvals/denials on behalf of all taxing jurisdictions in a single notice to the taxpayer. City/Town may request copies of such determinations.

4.5 Protests: Taxpayer protests of audit assessments and desk review assessments and refund denials shall be directed to the Department. Appeals of audit assessments, desk review assessments and refund denials shall be administered pursuant to A.R.S. Title 42, Chapter 1, Article 6. The Department shall notify City/Town of any appeals within 30 days of receipt of the protest.

4.6 Status Reports: The Department shall keep SMART apprised of the status of each protested matter involving the imposition of Municipal Taxes. City/Town may request to be on a distribution list for monthly status reports by contacting the Department.

5. Voluntary Disclosure Agreements

The Department may enter into a voluntary disclosure agreement with a taxpayer. A voluntary disclosure agreement may limit the years subject to audit and waive penalties. The Department will notify City/Town of the Department's intent to enter into an agreement and the Department will provide the taxpayer's identity within thirty (30) calendar days of disclosure. City/Town may request an audit of a taxpayer subject to a voluntary disclosure agreement pursuant to Section 4.3 above.

6. License Compliance

6.1 License Issuance and Renewal: The Department shall issue new Municipal Tax licenses and renew such licenses for City/Town Municipal Tax. The Department of

Revenue shall provide City/Town with information about all persons obtaining and renewing tax licenses as set forth in Appendix B.

- 6.2 License Checks:** The Department and City/Town shall coordinate efforts to conduct tax license compliance checks through canvassing and other compliance methods.
- 6.3 Confidentiality:** Any tax license information City/Town obtains from the Department is considered Confidential Information and may only be disclosed as authorized by A.R.S. § 42-2003. Any tax license information City/Town obtains through its own efforts may be disclosed as allowed by applicable City/Town laws.
- 6.4 Changes to License Fees:** Within ten (10) business days following the adoption of an ordinance (or official acknowledgment of approval of an ordinance by voters in an election of a charter city) issuing or modifying a tax license fee, one copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department's City Services Unit. The Department shall not be obligated to begin collection of the new or modified fee any sooner than sixty calendar days after the date the Department received the ordinance from City/Town.

7. Closing Agreements

The Department shall notify City/Town before entering into a Closing Agreement and shall seek a range of settlement authority from City/Town related to the tax levied and imposed by City/Town in accordance with the Standard Audit Life Cycle Process.

8. Responsibility for Representation in Litigation

- 8.1 Administrative Proceedings:** The Department shall be responsible for coordinating the litigation and defending the assessment or refund denial in any administrative appeals before the Office of Administrative Hearings or the Director of the Department regardless of the jurisdiction that conducted the audit in accordance with the Standard Audit Life Cycle Process Map. The Department shall be diligent in defending the interests of City/Town and City/Town shall assist in such representation as may be requested by the Department or by City/Town.
- 8.2 Further Appeals:** The Arizona Attorney General is responsible for defending the assessment or refund denial at the Board of Tax Appeals, the Arizona Tax Court and all higher courts. City/Town shall assist the Attorney General in such representation and litigation as requested by the Attorney General's Office in accordance with the Standard Audit Life Cycle Process Map.
- 8.3 Mutual Cooperation:** The Department and City/Town agree they shall cooperate in the appeal and litigation processes and shall ensure their auditors, supervisors,

and other necessary employees are available to assist the Department and the Attorney General for informal interviews, providing documents and computer records, preparing for depositions, attending depositions and trial as witnesses, and assisting in trial/hearing preparation, as needed.

- 8.4 Administrative Decisions:** The Department shall provide a copy of any and all administrative hearing level decisions, including Director's decisions issued by the Department to all jurisdictions on a distribution list. City/Town may request to be on the distribution list by contacting the Department's Cities Unit. Administrative decisions are Confidential Information and must be stored and destroyed in accordance with the Confidentiality Standards.

9. Collection of Municipal Taxes

- 9.1 Tax Returns:** Taxpayers who are subject to City/Town Municipal Taxes shall pay such taxes to the Department. Tax payments shall be accompanied by a return prepared by taxpayer on a form prescribed by the Department.

- 9.2 Collections:** The Department shall collect any Municipal Tax imposed by City/Town recorded on the Department's tax accounting system. Amounts the Department collects for delinquent City/Town Municipal Tax accounts after the termination of this Agreement shall be forwarded to City/Town. The Department and City/Town may enter into an additional agreement to provide joint collection efforts on the following terms:

- (a) **Training:** All City/Town collectors authorized to collect obligations in cooperation with the Department shall be trained in accordance with the policies of the Department. Training shall be provided in the same manner as set forth in Section 4.1 of this Agreement.
- (b) **Conflict of Interest:** A collector authorized under this provision may not:
 - (1) Represent a taxpayer in any tax matter against the Department or City/Town while employed by the City/Town.
 - (2) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.
 - (3) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one year after he/she ends employment with the City/Town.
 - (4) Use information he/she acquires in the course of the official duties as a collector in a manner inconsistent with his/her official duties without prior written approval from the Department.

- (5) For a period of one year after he/she ends employment with the City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes formal barriers to prevent any sharing of information between the trained collector and the remainder of the firm.

(c) **Revocation:** The Department may revoke an individual's or City/Town's authority to collect obligations under this section, subject to review by SMART upon request by the individual or City/Town.

9.3 State of Arizona Liquor License Affidavit: City/Town may request that the Department issue a liquor license affidavit. The Department will respond to the request via secured e-mail with a note stating complete, in-process, or unable to complete. When the City/Town request liquor license affidavits, they will need to elect the prescribed method if they are willing to pay for the Arizona Department of Liquor Licenses and Control (ADOLLC) hearing if the license is held for renewal until balance paid in full. The Department and City/Town will negotiate how the cost of the hearing will be shared between the Department and City/Town on a case by case basis.

9.4 Uncollectible/Discretionary Write-offs: The Department will share the annual list of uncollectible/discretionary write-offs prior to the end of fiscal year write-off event. City/Town will have 45 days to submit feedback.

9.5 Remittance: All amounts collected by the Department for Municipal Taxes, penalties and interest under this Agreement shall be remitted to City/Town weekly on the basis of actual collections. To the extent possible, the Department shall initiate the electronic payment by noon on the Monday after the end of the week in which the collections were made. Remittance shall be made in the form of immediately available funds transferred electronically to the bank account designated by City/Town.

9.6 Abatement: The Department, with the approval of the Arizona Attorney General, may abate tax under certain circumstances. During the ordinary course of business, the Department may determine for various reasons that certain accounts shall be closed or cancelled. The Department shall seek input from City/Town or SMART before abating tax or closing accounts. The Department may request a telephonic meeting of SMART if time or circumstances require immediate action.

9.7 Funds Owed to City/Town: At all times and under all circumstances payments remitted by a taxpayer to the Department for City/Town Municipal Taxes will be considered property of City/Town. The Department may not retain or fail to remit such funds to City/Town for any reason not specifically set forth in this Agreement including, but not limited to, during the course of a dispute between City/Town and the Department.

9.8 Adjustments to Reported Taxes: If the Department determines that a payment remitted by a taxpayer incorrectly identifies the city or town to which the payment should be made, Department may temporarily hold the payment until the distribution of the payment is corrected to ensure the appropriate city or town receives the payment. If a payment by the Department has been made to an incorrect city or town, the Department and affected cities or towns shall follow the Standard Inter-Jurisdictional Transfer Process Map.

10. Taxpayer Rulings and Uniformity

The Department shall be responsible for issuing taxpayer ruling requests and interpretations of the Model City Tax Code. City/Town acknowledges that pursuant to A.R.S. 42-6005(B), when the state statutes and Model City Tax Code are the same and where the Department has issued written guidance, the Department's interpretation is binding on City/Town. The Department acknowledges that in all other situations, interpretation of the Model City Tax Code is the sole purview of Municipal Tax Code Commission or its designee. Designated persons must be authorized to receive confidential information as authorized by Section 3.1 of this agreement. The Department shall include at least two representatives of the municipalities as regular members of any group established to respond to taxpayer ruling requests and to issue uniform interpretations and guidance promulgated by the Department. This section is not intended to affect procedures for appeals and litigation as outlined in Section 4.5 and Section 8 of this agreement.

11. Financing Collection of Taxes

The costs incurred by the Department in administering this Agreement shall be financed through the State general fund appropriation to the Department. This provision does not relieve City/Town of any financial obligation imposed by statute.

12. Inter-Jurisdictional Transfers

The Department shall administer the inter-jurisdictional transfers of Municipal Tax monies in accordance with the Standard Inter-Jurisdictional Transfer Process Map.

13. Education and Outreach Efforts

To further its focus on serving taxpayers and to commitment of funding Arizona's future through enhanced customer service, continuous improvement, innovation, the Department is also expanding its Education and Outreach program to connect with all citizens of

Arizona, strategically working with taxpayer and industry groups, tax practitioners and Arizona's Cities and Towns to ensure tax education of individual and business taxpayers.

Any City/Town may further this mission, at its own expense, in providing education and outreach to taxpayers and business. The Department's Education and Outreach efforts shall be consistent with applicable law and Department written guidance.

Increased Education and Outreach efforts among the Department and the Cities/Towns will ensure collaborative partnerships that are beneficial to both that emphasizes an ongoing two-way exchange of information and communication on issues of common interest and is meant to promote cooperation in areas of overlapping special projects. Therefore, upon request, City/Town shall provide information to the Department concerning such education and outreach efforts.

The Department shall implement the workings of an Ambassador Program where the Department provides structure/support of curriculum for education related to tax administration and compliance. The City/Town will have a standard work process when participating in ADOR-led educational events.

The City/Town shall have a dedicated primary point of contact (PPOC) on its list of duly authorized representatives, who is located in Arizona and is tasked with sending and receiving communications between ADOR and the City/Town.

14. State & Municipal Audit Resolution Team ("SMART")

14.1 Members: The members shall consist of four seats representing municipal taxing jurisdictions and four seats representing the Department. Member seats may be split so some people fill the position for only certain issues, such as audit selection or collection abatement. There shall also be a list of alternate members, who may be asked by a regular member who is unable to attend a meeting to take that member's place at a SMART meeting.

14.2 Selection: The Director of the Department shall appoint people to serve as members of SMART. Municipal taxing jurisdictions shall nominate members from municipal taxing jurisdictions.

14.3 Meetings: SMART shall meet monthly unless there is no business to be conducted. Additional meetings can be scheduled as necessary to timely discuss issues presented. Alternate members may attend meetings but cannot vote unless filling the seat of a regular member.

14.4 Issues: The Department or City/Town may refer issues to SMART to include, but not limited to:

- (a) Decisions by the Department to not audit a taxpayer;

- (b) Amendments to Department audit procedures or manuals;
- (c) Closing Agreements or a range of settlement authority;
- (d) Abatement or account closure in collections;
- (e) Suspension of disclosure of information from the Department;
- (f) Unresolved disagreement regarding proposed changes to process maps listed in Sections 1.16, 1.17 and 1.18;
- (g) Revocation of collection authority; and
- (h) Other issues as authorized by the Director of the Department or agreed upon by the parties.

14.5 Recommendations: SMART shall make recommendations to the Director of the Department or Director's designee. If the recommendation is approved by at least five members of SMART, the Director will accept the recommendation of SMART. If SMART cannot reach a recommendation agreeable to at least five members of the group, the Director or Director's designee may act as he deems to be in the best interests of all parties. Notwithstanding the above, upon request by a City/Town, the Director will submit his decision to the Arizona Attorney General's Office for review.

14.6 Voting: Any voting member of the committee may request the vote be held by secret ballot.

14.7 Procedures: SMART shall develop procedures concerning the operation of the group consistent with this Agreement.

15. Funding of Additional Auditors by City/Town

15.1 Funding: In its sole discretion, City/Town may contribute funding to the Department to pay for additional auditors to assist the Department in the performance of audits of Municipal Tax owed to City/Town. Such additional auditors funded by City/Town shall at all times be deemed to be employees of the Department and under no circumstances shall be deemed to be employees or agents of City/Town. It is the parties' intention that City/Town funding be used to increase the capabilities of the Department to perform Municipal Tax audits and not to subsidize or replace State funding required for audit and collection of taxes.

15.2 Use of Funds: City/Town funding for additional auditors under this Section shall be used to fund the auditors' salaries and related expenses and shall not be used to pay for Department office space, utilities, equipment, supplies, or similar kinds of overhead.

- 15.3 Pool of Funds:** The Department may pool any City/Town funding with any other similar funding provided by other municipal taxing jurisdictions to pay for additional auditors dedicated to serving those jurisdictions. The Department shall separately account for such funds in its annual budget.
- 15.4 Accounting:** The Department shall provide an annual accounting to City/Town, by August 31 each year describing how City/Town funding was used during the prior fiscal year.

16. Satellite Offices for Department Auditors

- 16.1 Funding:** City/Town, at its own expense and at its sole discretion, may provide one or more satellite offices and associated amenities for use by Department employees to provide audit and/or customer service to taxpayers. Use of such facilities by Department employees shall be at the sole discretion of the Department. Nothing in this section shall require the Department to make use of such facilities provided by City/Town.
- 16.2 Requirements:** Any Department employee using a City/Town satellite office must meet reasonable requirements of City/Town related to the use of the facility. City/Town shall be responsible for notifying the Department of any concerns, and the Department shall be responsible for taking appropriate actions to resolve those concerns.
- 16.3 Termination:** Once a satellite office is established, City/Town shall provide at least 180 calendar days written notice to the Department prior to the termination or relocation of a satellite office. The Department may discontinue the use of a satellite office at any time upon notice to City/Town and shall promptly remove all Department property.
- 16.4 License:** All requirements of City/Town and the Department related to the satellite office shall be outlined in a mutually acceptable form of license and subject to separate approval.

17. Non-availability of Funds

Every payment obligation of the Department and the City/Town pursuant to this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation, except for the rendering of funds to City/Town paid by a taxpayer for Municipal Taxes or tax license fees of City/Town. If funds are not appropriated, allocated and available or if the appropriation is changed resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments

or for any damages as a result of termination under this Section. The termination of this Agreement shall not entitle the Department to retain any Municipal Tax collected on behalf of City/Town pursuant to this Agreement.

18. Waiver

Nothing in this Agreement should be interpreted as City/Town relinquishing its legal rights under the Arizona Constitution or other applicable law, nor that City/Town is conceding the administration and collection of its Municipal Tax is not of a local interest or should not be under local control.

19. Cancellation

The requirements of A.R.S. § 38-511 apply to this Agreement. The Department or City/Town may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Department or City/Town is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of the other party with respect to the subject matter of this Agreement. The obligation of the Department to remit City/Town taxes shall survive cancellation.

20. Notice

- (a) When any Notice to City/Town is required under the terms of this Agreement, such Notice shall be sent by electronic correspondence to:

salestax@avondaleaz.gov

- (b) When any Notice to the Department is required under the terms of this Agreement, such Notice shall be sent by electronic correspondence to: cityservices@azdor.gov.

21. Non-discrimination

The Department and City/Town shall comply with Executive Order 2009-9, which mandates all persons, regardless of race, color, religion, sex, age, or national origin, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Department and City/Town shall take affirmative action to ensure applicants for

employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

22. Compliance with Immigration Laws and A.R.S. § 41-4401

22.1 The Department and City/Town shall comply with all Federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214(A) which reads in part: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.”

22.2 A breach of compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and may be grounds for the immediate termination of this Agreement.

22.3 The Department and City/Town retain the legal right to inspect the papers of any employee who works on the Agreement to ensure the Department and City/Town is complying with the applicable Federal immigration laws and regulations and State statutes as set forth above.

23. Audit of Records

City/Town and the Department shall retain all data, books, and other records (“Records”) relating to this Agreement for at least six (6) years (a) after termination of this Agreement, and (b) following each annual renewal thereof. All Records shall be subject to inspection by the Department at reasonable times. Upon request, the Department and City/Town shall produce any or all such records. This Agreement is subject to A.R.S. §§ 35-214 and -215.

24. Amendments

Any amendments to the enumerated provisions or Appendices A, B, and C of this Agreement must be executed in writing in accordance with the provisions of this Agreement. The Standard Process Maps described within certain enumerated provisions are not themselves part of the Agreement.

25. Mutual Cooperation

In the event of a disagreement between the parties with regard to the terms, provisions and requirements of this Agreement or in the event of the occurrence of any circumstances

bearing upon or affecting this Agreement, parties hereby agree to mutually cooperate in order to resolve the said disagreement or deal with the said circumstance.

26. Arbitration

To the extent required by A.R.S. § 12-1518(B) and as provided for in A.R.S. § 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration. The parties agree that any lawsuit filed by City/Town relating to the issues outlined in Section 17 of this Agreement is not considered to be a dispute arising out of this Agreement.

27. Implementation

The implementation and execution of the provisions of this Agreement shall be the responsibility of the Director of the Department or his representative and the Mayor his/her designee, or another party with designated authority pursuant to applicable law or City/Town charter on behalf of City/Town.

28. Limitations

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties in performing functions beyond those granted to them by law, or as requiring the parties to expend any sum in excess of their appropriations.

29. Duration

29.1 The term of this Agreement shall commence from the latest date as indicated in Section 32 and continue in force through December 31st of that same year unless canceled or terminated as provided herein. The term of the Agreement shall automatically be extended for successive one (1) year terms commencing on January 1st and ending on December 31st of each year thereafter unless canceled or terminated as provided herein. Amendments to this Agreement that are negotiated and agreed to by a simple majority of the review committee referenced in Section 29.5 shall thereafter be executed by the parties hereto by a separate, signed amendment and incorporated herein to be effective during the term of the Agreement and any extensions.. This Agreement may be canceled or terminated effective on December 31st of any year by either party by providing written notice no later than sixty (60) calendar days prior to the expiration of the term then in effect. This Agreement shall expire on December 31st of any year the Department is subject to sunset review. Upon expiration, cancellation or termination, any subsequent Agreement must be ratified through signature by both parties.

- 29.2** If State legislation enacted subsequent to the date of this Agreement substantially affects the performance of this Agreement by either party or substantially diminishes the benefits either party would receive under this Agreement, either party may then terminate this Agreement by giving at least thirty calendar days' notice to the other party. The termination will become effective immediately upon the expiration of the notice period unless otherwise agreed to by the parties.
- 29.3** Notwithstanding any provision to the contrary herein, both parties may by mutual agreement provide for the termination of this contract upon such terms and at such time as is mutually agreeable to them.
- 29.4** Any notice of termination shall be mailed and served on the other party in accordance with Section 20 of this Agreement.
- 29.5** During the term of this Agreement, the terms and conditions of this Agreement will undergo an annual review to be initiated no later than June 1st of each year. The review will be performed by a committee made up of equal parts representatives of the Department and representatives of the municipal taxing jurisdictions entering into an IGA with the Department for the administration and collection of Municipal Taxes.

30. Choice of Law

The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes arising from this Agreement.

31. Entire Agreement

This document, including the specific appendices attached hereto, and any approved subcontracts, amendments and modifications made thereto, shall constitute the entire Agreement between the parties and shall supersede all other understandings, oral or written.

32. Signature Authority

- 32.1** By signing below, the signer certifies he or she has the authority to enter into this Agreement on behalf of his or her respective party, and he or she has read the foregoing and agrees to accept the provisions herein on said party's behalf.
- 32.2** This Intergovernmental Agreement may be executed in counterpart.

Signature _____ Date _____	Signature _____ Date _____
Grant Nülle, Deputy Director	Charles A. Montoya, City Manager
Typed Name and Title Arizona Department of Revenue	Typed Name and Title City of Avondale
Entity Name 1600 W. Monroe	Entity Name 11465 W. Civic Center Dr.
Address Phoenix Arizona 85007	Address Avondale, AZ 85323
City State Zip	City State Zip
RESERVED FOR THE ATTORNEY GENERAL:	RESERVED FOR CITY/TOWN ATTORNEY:
This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General. MARK BRNOVICH The Attorney General _____ Signature Assistant Attorney General Date: _____	APPROVED AS TO FORM AND AUTHORITY: BY: _____ CITY/TOWN ATTORNEY Date: _____

APPENDIX A

ARIZONA DEPARTMENT OF REVENUE CONFIDENTIALITY REQUIREMENTS

1. Confidential Information

- 1.1 Confidential Information is defined in A.R.S. § 42-2001. Confidential Information may not be disclosed except as provided by statute. A.R.S. § 42-2001(B).
- 1.2 License information obtained from the Department of Revenue is Confidential Information and may only be disclosed as authorized by A.R.S. § 42-2003. License information obtained from other sources is not Confidential Information.
- 1.3 Information about a taxpayer's identity obtained from the Department of Revenue is Confidential information and may only be disclosed as authorized by A.R.S. § 42-2003. Identity information obtained from other sources is not Confidential Information.
- 1.4 Confidential Information includes information about a single taxpayer and also aggregated information about a group of identified or identifiable taxpayers. Aggregated information from fewer than three taxpayers in a grouping on a statewide basis or fewer than ten taxpayers in a grouping for an area that is less than state level (city or town) may be Confidential Information. Such information may not be released unless the City/Town Administrator reviews the relevant information concerning the aggregate data and makes a determination in writing that the aggregate data does not reveal information about any specific taxpayer. Such determination should take into consideration the following:
 - a. The proportionality of the tax information applicable to individual members of the group of taxpayers; no individual taxpayer's information should be discernable due to its relative size/taxable sales, compared to other members of the group;
 - b. The total aggregated tax information; the aggregate information cannot allow viewers to draw conclusions about individual taxpayers (e.g., there are 6 car dealers in the city and the total aggregate sales were \$900,000 and none of them reported individual sales above the \$20,000 mark, which would have qualified for the lower tax rate on large purchases)
 - c. Any other factor that could cause the aggregate data to be used to determine information specific to a single taxpayer.

2. Protecting Information

- 2.1 City/Town must identify all places, both physical and logical, where Confidential Information is received, processed and stored and create a plan to adequately secure those areas.

- 2.2 Confidential Information must be protected during transmission, storage, use, and destruction. City/Town must have policies and procedures to document how it protects its information systems, including Confidential Information contained therein. An example of appropriate protection standards is set forth in National Institute of Standards and Technology Special Publication 800-53. The publication may be found at <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>
- 2.3 Employees are prohibited from inspecting information unless they have a business reason for the information. Browsing information concerning friends, neighbors, family members, or people in the news is strictly prohibited.
- 2.4 All removable media, including paper and CDs, containing Confidential Information must be secured when not in use and after normal business hours by placing all materials in a locked drawer or cabinet. During use, Confidential Information must be protected so that it is not visible to members of the public or anyone without a business need for the information.
- 2.5 All individuals accessing or storing Confidential Information from an alternative work site must enter into a signed agreement that specifies how the Confidential Information will be protected while at that site. Only trusted employees shall be permitted to access Confidential Information from alternative sites. Confidential Information may not be accessed while in public places such as restaurants, lounges, or pools.
- 2.6 Confidential Information may not be sent outside the local area network by unencrypted email. City/Town is responsible for ensuring in-flight email communications containing Confidential Information are sent through a secure process. This may include encryption of the email message, a secure mailbox controlled by City/Town, an encrypted point-to-point tunnel between the correspondents or use of Transport Layer Security (TLS) between correspondents.
- 2.7 Confidential Information may not be discussed in elevators, restrooms, the cafeteria, or other public areas. Computer terminals should be placed in such a manner that prohibits public viewing of Confidential Information.
- 2.8 When transporting confidential materials the materials should be covered so that others cannot see the Confidential Information. When sending Confidential Information by fax a cover sheet should always be used.
- 2.9 Any person with unsupervised access to Confidential Information shall receive training on the confidentiality laws and requirements to protect such information before being given access to such Information and annually thereafter. They must sign certificates after the training acknowledging that they understand their responsibilities. City/Town must keep records to document this training and certification.

3. Disclosure of Information

- 3.1 Confidential Information may only be disclosed as permitted by A.R.S. § 42-2003.
- 3.2 Confidential Information is confidential by statute and, therefore, does not have to be disclosed in response to a public records request. A state agency may deny inspection of public records if the records are confidential by statute. *Berry v. State*, 145 Ariz. 12, 13 699 P.2d 387, 388 (App. 1985).
- 3.3 A taxpayer may designate a person to whom Confidential Information may be disclosed by completing a Department of Revenue Form 285, or such other form that contains the information included in the Form 285. City/Town may contact the Department of Revenue's Disclosure Officer if there are any questions concerning this requirement.

4. Disposal of Information

- 4.1 All removable media containing Confidential Information must be returned to the Department of Revenue or sanitized before disposal or release from the control of City/Town.
- 4.2 Paper copies of Confidential Information must be destroyed by shredding or burning the materials when no longer needed. Confidential Information may not be disposed of by placing the materials in the garbage or recycle bins. Destruction of Confidential Information may be performed by a third party vendor. City/Town must take appropriate actions to protect the Confidential Information in transit and storage before it is destroyed, such as periodic inspections of the vendor.
- 4.3 Computer system components and devices such as copiers and scanners that have been used to store or process Confidential Information may not be repurposed for non-tax administration uses unless the memory or hard drive of the device is sanitized to ensure under no circumstances Confidential Information can be restored or recovered.

5. Storing Data

- 5.1 Confidential Information may be stored on hard disks only if agency approved security access control devices (hardware/software) have been installed, are receiving regularly scheduled maintenance including upgrades, and are being used. Access controls must include password security, an audit trail, encryption, virus detection, and data overwriting capabilities.

6. Encryption Requirements and Cryptographic Module Authentication

- 6.1 The City/Town information system must implement mechanisms for the authentication to a cryptographic module that meets the requirements of applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance for such authentication.
- 6.2 Validation provides assurance that when an agency implements cryptography to protect Confidential Information, the encryption functions have been examined in detail and will operate as intended.
- 6.3 All electronic transmissions of Confidential Information must be encrypted using FIPS 140-2 validated cryptographic modules. A product does not meet the FIPS 140-2 requirements by simply implementing an approved security function. Only modules tested and validated to FIPS 140-2 meet the applicability requirements for cryptographic modules to protect sensitive information. NIST maintains a list of validated cryptographic modules on its website <http://csrc.nist.gov/>
- 6.4 Confidential Information is required to be protected in transit and at rest. City/Town is requested to adhere to the following guidelines to use encryption:
- Encrypt the compressed file using Advanced Encryption Standard.
 - Compress files in .zip or .zipx formats.
 - Use a strong 256-bit encryption key string.
 - Ensure a strong password or pass phrase is generated to encrypt the file.
 - Communicate the password or pass phrase with the Department of Revenue through a separate email or via a telephone call to your DOR contact person. Do not provide the password or passphrase in the same email containing the encrypted attachment.
- 6.5 Refer to your specific file compression software user guide for instructions on how to compress and encrypt files. Known compatible products with DOR include but are not limited to WinZip and Secure Zip.
- 6.6 Please remember, while the attachment is encrypted, the content of the email message will not be encrypted, so it is important that any sensitive information be contained in the attachment (encrypted document).

7. Wireless Access (if accessing State Confidential Information from a wireless network)

7.1 City/Town must:

- Establish restrictions, configuration/connection requirements, and implementation guidance for wireless access.
- Authorize wireless access to the information system prior to allowing such connections.
- Employ a wireless intrusion detection system to identify rogue wireless devices and to detect attack attempts and potential compromises/breaches to the information system.

8. Interconnection Security Agreement

- 8.1 Trusted Behaviors. The City/Town system and users are expected to protect ADOR's data in accordance with applicable state and federal laws.
- 8.2 Data Flows. The City/Town is responsible for creating architectural diagrams of any systems connecting to ADOR systems and depicting the flow of State Confidential Information.
- 8.3 Audit Trail Responsibilities. City/Town is responsible for auditing application processes and user activities involving any information interconnection. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and security actions taken by system administrators or security officers. Audits, and/or security actions taken by system administrators or security officers will be recorded and available for review by ADOR.
- 8.4 Incident Reporting. City/Town is required to notify ADOR in the event of data loss, breach, or security concern regarding ADOR's Confidential Information by reporting the incident to the ADOR Information Security Team by phone at (602) 716-6166 or email at InfoSec@azdor.gov.
- 8.5 DOR may send employees or auditors to inspect any of City/Town information systems and/or facilities used to process, store or transmit any ADOR data at any time to ensure that ADOR information is adequately protected.

APPENDIX B

From the effective date of this Agreement until the new functionalities set forth below are implemented, the Department of Revenue will provide the following reports:

City Payment Journal Detail;
City Payment Journal Summary;
New License Report

Within 30 days after the first month's implementation of the JT2, the Department of Revenue will provide a new License Report and License Update Report containing at least the following fields:

NEW LICENSE REPORT AND LICENSE UPDATE REPORT

Fields displayed:

- Region Code
- Run Date
- Report Start Date
- Report End Date
- Update Date
- ID Type
- ID
- Account ID
- Entity Name
- Ownership Type
- License ID
- OTO/Applied For indicator
- Bankruptcy Indicator
- Filing Frequency
- Issue Date
- Account Start Date
- Business Start Date
- Arizona Start Date
- Doc Loc Nbr
- Accounting Method
- Close Date
- Close Code
- Business Description
- NAICS1
- NAICS2
- NAICS3
- NAICS4
- Mailing Street1
- Mailing Street2

- Mailing Street3
- Mailing City
- Mailing State
- Mailing ZIP
- Mailing Country
- Mailing Phone Number
- Mailing Address Add date
- Mailing Address End Date
- Audit Street1
- Audit Street 2
- Audit Street 3
- Audit City
- Audit State
- Audit Zip
- Audit Country
- Audit Phone Number
- Audit Address Add Date
- Audit Address End Date
- Location Code
- Business Codes
- Location Name (DBA)
- Number of Units
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- Location Phone Number
- Location Start Date
- Location End Date
- Primary Location Street 1
- Primary Location Street 2
- Primary Location Street 3
- Primary Location City
- Primary Location State
- Primary Location Zip Code
- Primary Location Country
- Primary Location Phone Number
- Primary Location Start Date
- Primary Location End Date
- Owner Name
- Owner Title
- Owner Name 2
- Owner Title 2

- Owner Name 3
- Owner Title 3

Within 30 days of the implementation of the TPT2, the Department of Revenue will provide the following reports with at least the fields indicated below:

CITY PAYMENT JOURNAL

- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- Payment received date
- Return received date
- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype
- Rev Type

CITY PAYMENT JOURNAL SUMMARY

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period

- Business Code
- Number of Accounts
- Collections

Within 30 days after the first month's implementation of the TPT2, the following reports with at least the fields indicated below:

NO MONEY REPORT

- Region Code
- GL Accounting Period
- Period End Date
- Payment received date
- Return received date
- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype

DEDUCTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date

- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Deduction Code
- Deduction Amount
- Tran Type
- Tran Subtype
- Rev Type

Within 30 days after taxes (subject to fund distributions) are collected, the Department of Revenue will provide the following report with at least the fields indicated below:

FUND DISTRIBUTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- Payment Received Date
- Return Received Date
- Payment Processed Date
- Return Processed Date
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Fund Allocation Code
- Amount Distributed

FUND DISTRIBUTION SUMMARY REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Fund Allocation Code
- Amount Distributed

APPENDIX C

ARIZONA JOINT TAX APPLICATION (JT-1)

Customer Care and Outreach
ARIZONA DEPARTMENT OF REVENUEPO BOX 29032
Phoenix, AZ 85038-9032**IMPORTANT!** Incomplete applications WILL NOT BE PROCESSED.

- Please read form instructions while completing the application. Additional information and forms available at www.azdor.gov
- Required information is designated with an asterisk (*).
- Return completed application AND applicable license fee(s) to address shown at left.
- For licensing questions regarding transaction privilege tax, call Customer Care and Outreach: (602) 255-3381

You can register, file and pay for this application online at www.AZTaxes.gov. It is fast and secure.

SECTION A: Business Information

1* Federal Employer Identification Number or Social Security Number, <i>required if sole proprietor with no employees</i>		2* License Type – <i>Check all that apply:</i> ☐ Transaction Privilege Tax (TPT) ☐ Use Tax ☐ Withholding/Unemployment Tax <i>(if hiring employees)</i> ☐ TPT for Cities ONLY	
3* Type of Organization/Ownership – <i>Tax exempt organizations must attach a copy of the Internal Revenue Service's letter of determination.</i> ☐ Individual/Sole Proprietorship ☐ Subchapter S Corporation ☐ Government ☐ Joint Venture ☐ Corporation ☐ Association ☐ Estate ☐ Receivership ☐ Partnership ☐ Trust ☐ Limited Liability Company ☐ Limited Liability Partnership State of Inc. _____ Date of Inc. <u>M,M,D,D,Y,Y,Y,Y</u>			
4* Legal Business Name			
5* Mailing Address – number and street		City	State ZIP Code
County/Region		Country	
6* Business Phone No. <i>(with area code)</i>	7 Email Address	8 Fax Number <i>(with area code)</i>	
9* Description of Business: <i>Describe merchandise sold or taxable activity.</i>			
10* NAICS Codes: Available at www.azdor.gov			
11* Did you acquire or change the legal form of an existing business? ☐ No ☐ Yes → You must complete Section F.		12* Are you a construction contractor? ☐ No ☐ Yes <i>(see bonding requirements)</i>	
BONDING REQUIREMENTS: Prior to the issuance of a Transaction Privilege Tax license, new or out-of-state contractors are required to post a Taxpayer Bond for Contractors unless the contractor qualifies for an exemption from the bonding requirement. The primary type of contracting being performed determines the amount of bond to be posted. Bonds may also be required from applicants who are delinquent in paying Arizona taxes or have a history of delinquencies. Refer to the publication, Taxpayer Bonds, available online at www.azdor.gov or in Arizona Department of Revenue offices.			
WITHHOLDING LICENSE ONLY			
13* Withholding Physical Location Number and street <i>(Do not use PO Box, PMB or route numbers)</i>		City	State ZIP Code
County/Region		Country	

Continued on page 2 →

FOR AGENCY USE ONLY		
☐ New ☐ Change ☐ Revise ☐ Reopen	ACCOUNT NUMBER	DLN
	START	TRANSACTION PRIVILEGE TAX
	S/E DATE	WITHHOLDING / SSN / EIN
	COMPLETED DATE	EMPLOYEE'S NAME
	LIABILITY	LIABILITY ESTABLISHED

CASHIER'S STAMP ONLY. DO NOT MARK IN THIS AREA.

Name (as shown on page 1)	FEIN or SSN (as shown on page 1)
---------------------------	----------------------------------

SECTION B: Identification of Owners, Partners, Corporate Officers Members/Managing Members or Officials of this Employing Unit

If you need more space, attach Additional Owner, Partner, Corporate Officer(s) form available at www.azdor.gov. If the owner, partners, corporate officers or combination of partners or corporate officers, members and/or managing members own more than 50% of or control another business in Arizona, attach a list of the businesses, percentages owned and unemployment insurance account numbers or provide a Power of Attorney (Form 285) which must be filled out and signed by an authorized corporate officer.

Owner 1	*Social Security No.	*Title	*Last Name	First Name	Middle Intl.
	*Street Address		*City	*State	* % Owned
	*ZIP Code	*County	*Phone Number (with area code)	*Country	
Owner 2	*Social Security No.	*Title	*Last Name	First Name	Middle Intl.
	*Street Address		*City	*State	* % Owned
	*ZIP Code	*County	*Phone Number (with area code)	*Country	
Owner 3	*Social Security No.	*Title	*Last Name	First Name	Middle Intl.
	*Street Address		*City	*State	* % Owned
	*ZIP Code	*County	*Phone Number (with area code)	*Country	

SECTION C: Transaction Privilege Tax (TPT)

1* Date Business Started in Arizona M,M,D,D,Y,Y,Y,Y	2* Date Sales Began M,M,D,D,Y,Y,Y,Y	3 What is your Estimated Tax Liability for your first twelve months of business?
4 Filing Frequency ☐ Monthly ☐ Quarterly ☐ Seasonal ☐ Annual If seasonal filer, check the months for which you intend to do business: ☐ JAN ☐ FEB ☐ MAR ☐ APR ☐ MAY ☐ JUN ☐ JUL ☐ AUG ☐ SEP ☐ OCT ☐ NOV ☐ DEC		
5 Does your business sell tobacco products? ☐ Yes → ☐ Retailer OR ☐ Distributor	6 TPT Filing Method ☐ Cash Receipts ☐ Accrual	7 Does your business sell new motor vehicle tires or vehicles? ☐ Yes → You will have to file Motor Vehicle Tire Fee form available at www.azdor.gov
8* Tax Records Physical Location – number and street (Do not use PO Box, PMB or route numbers)		
City	State	ZIP Code
County		
Country		
9* Name of Contact		* Phone Number (with area code) Extension

SECTION D: Transaction Privilege Tax (TPT) Physical Location

1* Business Name, "Doing Business As" or Trade Name at this Physical Location	2* Phone Number (with area code)
3* Physical Location of Business or Commercial/Residential Rental Number and street (Do not use PO Box, PMB or route numbers)	City State ZIP Code
County/Region	Country
Residential Rental Only – Number of Units	Reporting City (if different than the physical location city)
4* Additional County/Region Indian Reservation/City: County/Region Indian Reservation and City Codes available at www.azdor.gov	
County/Region	City
Business Codes (Include all codes that apply): See instructions. Complete list available at www.azdor.gov	
State/County	City

If you have more locations, attach Additional Business Locations form available at www.azdor.gov

Name (as shown on page 1)	FEIN or SSN (as shown on page 1)
---------------------------	----------------------------------

SECTION E: Withholding & Unemployment Tax Applicants

1* Regarding <i>THIS</i> application, Date Employees First Hired in Arizona M M D D Y Y Y Y	2 Are you liable for Federal Unemployment Tax? ☐ Yes → First year of liability: Y Y Y Y								
3 Are individuals performing services that are excluded from withholding or unemployment tax? ☐ Yes → Describe services: _____	4 Do you have an IRS ruling that grants an exclusion from Federal Unemployment Tax? ☐ Yes → Attach a copy of the Ruling Letter.								
5 Do you have, or have you previously had, an Arizona unemployment tax number? ☐ No ☐ Yes → Business Name: _____ Unemployment Tax Number: _____									
6 First calendar quarter Arizona employees were/will be hired and paid (indicate quarter as 1, 2, 3, 4):	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 25%;">Hired Year</th> <th style="width: 25%;">Hired Quarter</th> <th style="width: 25%;">Paid Year</th> <th style="width: 25%;">Paid Quarter</th> </tr> <tr> <td style="text-align: center;">Y Y Y Y</td> <td style="text-align: center;">Q</td> <td style="text-align: center;">Y Y Y Y</td> <td style="text-align: center;">Q</td> </tr> </table>	Hired Year	Hired Quarter	Paid Year	Paid Quarter	Y Y Y Y	Q	Y Y Y Y	Q
Hired Year	Hired Quarter	Paid Year	Paid Quarter						
Y Y Y Y	Q	Y Y Y Y	Q						
7 When did/will you first pay a total of \$1,500 or more gross wages in a calendar quarter? (indicate quarter as 1, 2, 3, 4) Exceptions: \$20,000 gross cash wages Agricultural; \$1,000 gross cash wages Domestic/Household; not applicable to 501(c)(3) Non-Profit.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Year</th> <th style="width: 50%;">Quarter</th> </tr> <tr> <td style="text-align: center;">Y Y Y Y</td> <td style="text-align: center;">Q</td> </tr> </table>	Year	Quarter	Y Y Y Y	Q				
Year	Quarter								
Y Y Y Y	Q								
8 When did/will you first reach the 20 th week of employing 1 or more individuals for some portion of a day in each of 20 different weeks in the same calendar year? (indicate quarter as 1, 2, 3, 4) Exceptions: 10 or more individuals Agricultural; 4 or more individuals 501(c)(3) Non-Profit; not applicable to Domestic/Household.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Year</th> <th style="width: 50%;">Quarter</th> </tr> <tr> <td style="text-align: center;">Y Y Y Y</td> <td style="text-align: center;">Q</td> </tr> </table>	Year	Quarter	Y Y Y Y	Q				
Year	Quarter								
Y Y Y Y	Q								

SECTION F: Acquired Business Information

If you answered "Yes" to Section A, question 11, you must complete Section F.

1* Did you acquire or change all or part of an existing business? ☐ All ☐ Part	2* Date of Acquisition M M D D Y Y Y Y	3* EIN of Business Under Previous Owner
4* Previous Owner's Telephone Number	5* Name of Business Under Previous Owner	6* Name of Previous Owner
7* Did you change the legal form of all or part of the Arizona operations of your existing business? (e.g., change from sole proprietor to corporation or etc.) ☐ All ☐ Part	8* Date of Change M M D D Y Y Y Y	9* EIN of Previous Legal Form

SECTION G: AZTaxes.gov Security Administrator

Visit www.AZTaxes.gov (the Arizona Department of Revenue's online customer service center) to register for online services. The authorized individual will have full online access to transaction privilege, use, withholding and corporate tax account information and services. The authorized individual will be able to add or delete users and grant user privileges. Online services include viewing tax account information, filing tax returns, signing returns electronically with a Self-Select Personal Identification Number (PIN) and remitting tax payments.

SECTION H: Required Signatures

This application must be signed by either a sole owner, at least two partners, managing member or corporate officer legally responsible for the business, trustee or receiver or representative of an estate that has been listed in Section B.

1 Print or Type Name	2 Print or Type Name
Title	Title
Date	Date
Signature	Signature

This application must be completed, signed, and returned as provided by A.R.S. § 23-722.

Equal Opportunity Employer/Program
This application is available in alternative formats at Unemployment Insurance Tax Office.

**PLEASE COMPLETE SECTION I: STATE/COUNTY & CITY LICENSE FEE WORKSHEET
TO CALCULATE AND REMIT TOTAL AMOUNT DUE WITH THIS APPLICATION.**

SECTION I: State/County & City License Fee WorksheetALL FEES ARE SUBJECT TO CHANGE. Check for updates at www.azdor.gov.To calculate **CITY FEE**: Multiply **No. of Locations** by the **License Fee** and enter sum in **License Subtotal**.

City/Town	Code	No. of Loc's	License Fee	License Subtotal	City/Town	Code	No. of Loc's	License Fee	License Subtotal	City/Town	Code	No. of Loc's	License Fee	License Subtotal
Apache Junction	AJ		\$2.00		Goodyear	GY		\$5.00		Sahuarita	SA		\$5.00	
Avondale	AV		\$0.00		Guadalupe	GU		\$2.00		San Luis	SU		\$2.00	
Benson	BS		\$5.00		Hayden	HY		\$5.00		Scottsdale	SC		\$50.00	
Bisbee	BB		\$1.00		Holbrook	HB		\$1.00		Sedona	SE		\$2.00	
Buckeye	BE		\$2.00		Huachuca City	HC		\$2.00		Show Low	SL		\$2.00	
Bullhead City	BH		\$2.00		Jerome	JO		\$2.00		Sierra Vista	SR		\$1.00	
Camp Verde	CE		\$2.00		Kearny	KN		\$2.00		Snowflake	SN		\$2.00	
Carefree	CA		\$10.00		Kingman	KM		\$2.00		Somerton	SO		\$2.00	
Casa Grande	CG		\$2.00		Lake Havasu	LH		\$5.00		South Tucson	ST		\$2.00	
Cave Creek	CK		\$20.00		Litchfield Park	LP		\$2.00		Springerville	SV		\$5.00	
Chandler	CH		\$2.00		Mammoth	MH		\$2.00		St. Johns	SJ		\$2.00	
Chino Valley	CV		\$2.00		Marana	MA		\$5.00		Star Valley	SY		\$2.00	
Clarkdale	CD		\$2.00		Maricopa	MP		\$2.00		Superior	SI		\$2.00	
Clifton	CF		\$2.00		Mesa	ME		\$20.00		Surprise	SP		\$10.00	
Colorado City	CC		\$2.00		Miami	MM		\$2.00		Taylor	TL		\$2.00	
Coolidge	CL		\$2.00		Nogales	NO		\$0.00		Tempe	TE		\$50.00	
Cottonwood	CW		\$2.00		Oro Valley	OR		\$12.00		Thatcher	TC		\$2.00	
Dewey/Humboldt	DH		\$2.00		Page	PG		\$2.00		Tolleson	TN		\$2.00	
Douglas	DL		\$5.00		Paradise Valley	PV		\$2.00		Tombstone	TS		\$1.00	
Duncan	DC		\$2.00		Parker	PK		\$2.00		Tucson	TU		\$20.00	
Eagar	EG		\$10.00		Patagonia	PA		\$0.00		Tusayan	TY		\$2.00	
El Mirage	EM		\$15.00		Payson	PS		\$2.00		Wellton	WT		\$2.00	
Eloy	EL		\$10.00		Peoria	PE		\$50.00		Wickenburg	WB		\$2.00	
Flagstaff	FS		\$46.00		Phoenix**	PX		\$50.00		Willcox	WC		\$1.00	
Florence	FL		\$2.00		Pima	PM		\$2.00		Williams	WL		\$2.00	
Fountain Hills	FH		\$2.00		Pinetop/Lakeside	PP		\$2.00		Winkelman	WM		\$2.00	
Fredonia	FD		\$10.00		Prescott	PR		\$5.00		Winslow	WS		\$10.00	
Gila Bend	GI		\$2.00		Prescott Valley	PL		\$2.00		Youngtown	YT		\$10.00	
Gilbert	GB		\$2.00		Quartzsite	QZ		\$2.00		Yuma	YM		\$2.00	
Glendale	GE		\$35.00		Queen Creek	QC		\$2.00						
Globe	GL		\$2.00		Safford	SF		\$2.00						
Subtotal City License Fees (column 1)				\$	Subtotal City License Fees (column 2)				\$	Subtotal City License Fees (column 3)				\$

AA TOTAL City License Fee(s) (column 1 + 2 + 3)..... \$

		No. of Loc's	Fee per Location	TOTAL
BB TOTAL State License Fee(s): Calculate by multiplying number of business locations by \$12.00			\$12.00	\$
Residential Rental License Fees - Only Chandler, Phoenix, and Scottsdale				
Multiply the number of units per locations by \$2.00 (\$50.00 Annual Cap per license).		No. of Units	No. of Loc's	City Fee
ONLY CHANDLER, PHOENIX, and SCOTTSDALE should use this section. DO NOT use the fee chart above to calculate license fees. The amount for each city CANNOT EXCEED \$50.00		Residential Rental License-Chandler		\$
		Residential Rental License-Phoenix		\$
		Residential Rental License-Scottsdale		\$
CC TOTAL City Residential Rental License Fees (Add Chandler, Phoenix, & Scottsdale).....				\$
DD TOTAL DUE (Add lines AA + BB + CC)				\$

- Make check payable to Arizona Department of Revenue.
- Include FEIN or SSN on payment.

- Do not send cash.
- License will not be issued without full payment of fee(s).

**If your only business is under Class 213, Commercial Lease, there is no license fee due.



ARIZONA DEPARTMENT OF REVENUE
GENERAL INSTRUCTIONS FOR ARIZONA JOINT TAX APPLICATION (JT-1)

Online Application

Go to www.AZTaxes.gov

Notice for Construction Contractors:

Due to bonding requirements, construction contractors are not permitted to license for transaction privilege tax online. For more information, please contact us.

Mailing Address

Arizona Department of Revenue
PO Box 29032
Phoenix, AZ 85038-9032

**Customer Service
Center Locations**

8:00 a.m. – 5:00 p.m.
Monday through Friday
(Except legal Arizona state holidays)

Phoenix Office

1600 West Monroe
Phoenix, AZ 85007

Mesa Office

1840 South Mesa Drive
Building #1352
Mesa, AZ 85201

(This office does not handle billing or account disputes)

Tucson Office

400 West Congress
Tucson, AZ 85701

**Customer Service
Telephone Numbers**

Licensing questions on Transaction Privilege, Withholding or Use Tax
(Arizona Department of Revenue)
(602) 255-3381

Unemployment Tax
(Arizona Department of
Economic Security)
(602) 771-6602

E-mail: uitstatus@azdes.gov

The Arizona Joint Tax Application (JT-1) is used to apply for Transaction Privilege Tax, Use Tax, and Employer Withholding and Unemployment Insurance. The Application is called "Joint" because it is used by both the Department of Revenue and Economic Security.

USE THIS APPLICATION TO:

- **License New Business:** If you are selling a product or engaging in a service subject to transaction privilege tax, you will most likely need to obtain the state transaction privilege tax license (TPT) license.
- **Change Ownership:** If acquiring or succeeding to all or part of an existing business or changing the legal form of your business (sole proprietorship to corporation, etc.).

IMPORTANT: To avoid delays in processing of your application, we recommend you read these instructions and refer to them as needed to ensure you have accurately entered all the required information. **This application must be completed, signed, and returned as provided by A.R.S. § 23-722.**

- Please read form instructions while completing the application. Additional information and forms are available at www.azdor.gov.
- Required information is designated with an asterisk (*).
- Please complete Section I: State/County & City License Fee Worksheet to calculate and remit **Total Amount Due** with this application.

When completing this form, please **print or type in black ink**. Legible applications are required for accurate processing. The following numbered instructions correspond to the numbers on the Form JT-1.

If you need to update a license, add a business location, get a copy of your license, or make other changes: Complete a Business Account Update form and include a State fee of \$12 per location and any applicable fees related to locations within the City/Town jurisdictions. Additional information and forms are available at www.azdor.gov.

Section A: BUSINESS INFORMATION

1. Provide your **Federal Employer Identification No.** (FEIN) or Social Security No. (SSN) if you are a sole proprietor without employees. Taxpayers are required to provide their taxpayer identification number (TIN) on all returns and documents. A TIN is defined as the federal employer identification number (EIN) or SSN, depending upon how income tax is reported. The EIN is required for all employers. A penalty of \$5 will be assessed by the Department of Revenue for each document filed without a TIN.

2. **License Type (Check all that apply):**

Transaction Privilege Tax (TPT): Anyone engaged in a business taxable under the TPT statutes must apply for a TPT License before engaging in business. For TPT, you are required to obtain and display a separate license certificate for each business or rental location. This may be accomplished in one of the following ways:

- Each location may be licensed as a separate business with a separate license number for purposes of reporting transaction privilege and use taxes individually. Therefore, a separate application is needed for each location.
- Multiple locations may be licensed under a consolidated license number, provided the ownership is the same, to allow filing of a single tax return. If applying for a new license, list the various business locations as instructed below. If already licensed and you are adding locations, **do not use this application to consolidate an existing license. Please submit a Business Account Update form, available at www.azdor.gov.**

Withholding & Unemployment Taxes: Employers paying wages or salaries to employees for services performed in the State must apply for a Withholding number & Unemployment number.

Use Tax: Out-of-state vendors (that is, vendors with no Arizona location) making direct sales into Arizona must obtain a Use Tax Registration Certificate. In-state business not required to be licensed in Arizona for TPT purposes, making out-of state purchases for their own use (and not for resale) must also obtain the Use Tax registration.

TPT for cities only: This type of license is needed if your business activity is subject to city TPT which is collected by the state, but the activity is not taxed at the state level.

3. **Type of Organization/Ownership:** Check as applicable. A corporation must provide the state and date of incorporation.
4. Provide the **Legal Business Name** or owner or corporation as listed in its articles of incorporation, or individual and spouse, or partners, or organization owning or controlling the business.
5. Provide the **Mailing Address** (number and street) where all correspondence is to be sent. You may use your

home address, corporate headquarters, or accounting firm's address, etc. If mailing address differs for licenses (for instance withholding and unemployment insurance), please send a cover letter with completed application to explain.

6. Provide the **Business Phone Number** including the area code.
7. Provide the **Email Address** for the business or contact person.
8. Provide the **Business Fax Number** including the area code.
9. Provide the **Description of Business** by describing the major taxable business activity, principle product you manufacture, commodity sold, or services performed. Your description of business is very important and **MUST** link to the appropriate **NAICS Code** and **Business Code**.
10. Provide all **North American Industries Classification System (NAICS) Code(s)** that apply. The NAICS is identified for your business, based on your major business activity, principle product you manufacture, commodity sold, or services performed. You must indicate at least one NAICS code. A current listing is available at www.azdor.gov.
11. If you acquired or changed the legal name of an existing business, you must complete Section F of this application. If you check NO, proceed to number 12.
12. If you are a construction contractor, read bonding requirements and submit the appropriate bonding paperwork with this application. If you check NO, proceed to number 13.
13. Provide the **Withholding Physical Location** of the business. This address cannot be a PO Box or Route Number.

Section B: IDENTIFICATION OF OWNERS, PARTNERS, CORPORATE OFFICERS, MEMBERS/ MANAGING MEMBERS OR OFFICIALS OF THIS EMPLOYING UNIT

Provide the full name, social security number and title of all Owners, Partners, Corporate Officers, Members/ Managing Members or Officials of the Employing Unit. If you need additional space, attach Additional Owners, Partners, Corporate Officer(s) Addendum available at www.azdor.gov. If the owner, partners, corporate officers or combination of partners or corporate officers, members and/ or managing members own more than 50% of, or control another business in Arizona, attach a list of the businesses, percentages owned and unemployment insurance account numbers or provide a General Disclosure/ Power of Attorney (Form 285) which must be filled out and signed by an authorized corporate officer.

Section C: TRANSACTION PRIVILEGE TAX (TPT)

1. Provide the **Date Business Started** in Arizona.
2. Provide the **Date Sales Began** in Arizona or estimate when you plan to begin selling in Arizona.
3. **Tax Liability:** Provide the amount of gross income you can reasonably expect to generate in your first twelve months of business. You will be set up for monthly filing unless your Estimated Tax Liability will result in a tax liability of less than \$8,000, which will require you to file quarterly.
4. Based on your tax liability, provide your filing frequency. If your total estimated annual combined Arizona, county and municipal TPT liability is:
 - Less than \$2,000, you may file and pay **annually**.
 - Between \$2,000 and \$8,000, you may file and pay **quarterly**.
 - Otherwise, your transaction privilege taxes are due **monthly**.
 If your business is **Seasonal** or you are a transient **vendor**, indicate the months in which you intend to do business in Arizona.
5. Indicate whether your business sells **tobacco products**. If you checked yes, check the box to indicate if you are a retailer or distributor of tobacco products.
6. **TPT Filing Method:** Check which filing method your business uses for determining tax liability. Cash basis requires the payment of tax based on sales receipts actually received during the period covered on the tax return. When filing under the accrual basis the tax is calculated on the sales billed rather than actual receipts.
7. If you sell new **Motor Vehicle Tires or Vehicles**, you must file the Motor Vehicle Waste Tire Fee form (TR-1) available at www.azdor.gov. Sellers of new motor vehicles and motor vehicle tires in the state, for on-road use, are required to report and pay a waste tire fee to the Department of Revenue.
8. through 9. **Tax Records Physical Location** indicate the physical address where your tax records are located. Include the contact person's name and phone number.

Section D: TRANSACTION PRIVILEGE TAX (TPT) PHYSICAL LOCATION

1. Provide the Business Name, "**Doing Business As**" (**DBA**). DBA is the name of a business other than the owner's name or, in the case of a corporation, a name that is different from the legal or true corporate name. If it is the same as the **Legal Business Name** enter "same".
2. Provide the **Business Phone Number** including the area code.
3. Provide the **Physical Location** of the business. This address cannot be a PO Box or Route Number. Provide:
 - County/Region
 - Residential Rentals ONLY - Number of Units
 - Reporting City, if different from the **Physical Location** city. For example, if the location for the listed address

is listed in an adjacent city, such as Scottsdale, but the location of the business is actually within the city of Phoenix. See "TPT Rate Look Up" on www.AZTaxes.gov.

4. Provide if your business is located on an Indian Reservation; provide the **Additional County/Region Indian Reservation Code(s)**. A current listing is available at www.azdor.gov.

Provide the **Business Code(s)** including all State and City Business Code(s) that apply; based on your major business activity, principle product you manufacture, commodity sold, or services performed. You must indicate at least one business code. A current listing is available at www.azdor.gov.

If you have more locations, attach Additional Business Locations form available at www.azdor.gov.

Section E: WITHHOLDING & UNEMPLOYMENT TAX APPLICANTS

1. Provide the **Date Employees First Hired** in Arizona.
2. If you are liable for Federal Unemployment Tax, check YES and enter the first year of liability.
3. If individuals in your business are performing services that are excluded from withholding or unemployment tax, check YES and describe the services these individuals are performing.
4. If your business has an IRS ruling that grants an exclusion from Federal Unemployment Tax, check YES and you must attach a copy of the Ruling Letter to this application.
5. If you have, or previously had an Arizona unemployment tax number, check YES and provide the business name you used and the unemployment number.
6. Provide the first calendar quarter Arizona employees were or will be hired and paid.
7. When do you anticipate or did you first pay a total of \$1,500 or more in gross wages in a calendar quarter? Indicate the year and quarter in which this occurred or will occur.
8. When do you anticipate or did you first reach the 20th week of employing 1 or more individuals for a full or partial day within the same calendar year? Indicate the year and quarter in which this occurred or will occur.

Section F: ACQUIRED BUSINESS INFORMATION

1. Did you acquire or change all or part of an existing business? If part, to obtain an unemployment tax rate based on the business's previous account, you must request it no later than 180 days after the date of acquisition or legal form of business change; contact the Unemployment Tax Office Experience Rating Unit for an Application & Agreement for Severable Portion Experience Rating Transfer (form UC-247; printable version available online at www.azui.com).

2. Provide the date you acquired the previous owner's business or changed the legal form of your existing business (sole proprietor to corporate, etc.).
3. through 6. Complete as indicated if you know the previous owner's information.
7. through 9. If you merely changed the legal form of your existing business, indicate whether or not you changed all or part of the business, the date of change and EIN of previous Legal Form of Business.

Section G: AZTAXES.GOV SECURITY ADMINISTRATOR

Visit www.AZTaxes.gov (the Arizona Department of Revenue's online customer service center) to register for online services. The authorized individual will have full online access to transaction privilege, use, withholding and corporate tax account information and services. The authorized individual will be able to add or delete users and grant user privileges. Online services include viewing tax account information, filing tax returns, signing returns electronically with a Self-Select Personal Identification Number (PIN) and remitting tax payments.

Section H: REQUIRED SIGNATURES

This application must be signed only by either a sole owner, at least two partners, managing member or corporate officer legally responsible for the business. This application CANNOT be signed by agents or representatives.

Section I: STATE/COUNTY & CITY LICENSE FEE WORKSHEET

There are no fees for Withholding/Unemployment Insurance, or Use Tax registrations. State license fees are calculated per business location. To calculate the city license fees, use the listing of cities on page 4, Section I of this application. City fees are subject to change. Check for updates at www.azdor.gov.

- AA: TOTAL City License Fees – To calculate the city fees, multiply No. of Locations in the city by the license fee and enter sum in Subtotal City License Fees. Then calculate and enter the sum of columns 1 + 2 + 3. If you have a location in Phoenix and the business is only under Class 213, Commercial Lease, there is no license fee due.
- BB: TOTAL State License Fees – To calculate the state fees, multiply the No. of locations in the state by \$12.
- CC: TOTAL City Residential Rental License Fee – USE THIS SECTION FOR CHANDLER, PHOENIX AND SCOTTSDALE ONLY. These cities WILL NOT use the larger fee chart. To calculate Residential Rental license fee, multiple the No. of units by the No. of locations by \$2.00 (\$50.00 Annual Cap per license). The amount for each city CANNOT EXCEED \$50.00.
- DD: TOTAL DUE – Add lines AA + BB + CC.

Please send your payment for this amount. Failure to include your payment with this application will result in a delay in processing your license. Licenses are not issued until all fees have been paid.

Make checks payable to the Arizona Department of Revenue. Be sure to return all pages of the application with your payment. Retain a copy of the application for your records.

- DO NOT SEND CASH
- Include your EIN or SSN on payment

State/County Business Codes					
Codes	Taxable Activities	Codes	Taxable Activities	Codes	Taxable Activities
002	Mining - Nonmetal	014	Personal Property Rental	051	Jet Fuel Use Tax
004	Utilities	015	Contracting - Prime	053/055	Rental Car Surcharge
005	Communications	017	Retail	129	Use Tax Direct Payments
006	Transporting	019	Severance -Metalliferous Mining	153	Rental Car Surcharge - Stadium
007	Private (Rail) Car	023	Recreational Vehicle Surcharge	315	MRRA Amount
008	Pipeline	025	Transient Lodging	911	911 Telecommunications
009	Publication	029	Use Tax Purchases	912	E911 Prepaid Wireless
010	Job Printing	030	Use Tax from Inventory		
011	Restaurants and Bars	033	Telecommunications Devices		
012	Amusement	041	Municipal Water		
013	Commercial Lease	049	Jet Fuel Tax		

City Business Codes					
Codes	Taxable Activities	Codes	Taxable Activities	Codes	Taxable Activities
004	Utilities	020	Timbering & Other Extraction	116	Feed Wholesale
005	Communications	027	Manufactured Buildings	144	Hotel/Motel (additional tax)
006	Transporting	029	Use Tax	213	Commercial Rental, Licensing for Use
009	Publication	030	Use Tax from Inventory	214	Rental, Leasing and Licensing for Use of Tangible Personal Property
010	Job Printing	037	Contracting - Owner Builder	244	Lodging-Extended Stay
011	Restaurants and Bars	040	Rental Occupancy	313	Commercial Lease (additional tax)
012	Amusement	044	Hotels	315	MRRA Amount
015	Contracting - Prime	045	Rental Residential		
016	Contracting Spec Builder	049	Jet Fuel Tax		
017	Retail	051	Jet Fuel Use		
018	Advertising	062	Retail Sales Food for Home Consumption		
019	Severance - Metalliferous Mining	111	Additional Restaurants & Bars		

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)**Arizona Department of Revenue**

PO Box 29010 - Phoenix, AZ 85038-9010

For assistance out of state or in the Phoenix area: (602) 255-2060 or
Statewide, toll free area codes 520 and 928: (800) 843-7196**TAXPAYER INFORMATION**
☐ AMENDED RETURN ☐ FINAL RETURN
(Cancel License) ☐ CHECK HERE AND SIGN BELOW IF YOU
HAVE NO GROSS RECEIPTS TO REPORT

BUSINESS NAME		
C/O		
MAILING ADDRESS		
CITY	STATE	ZIP CODE
☐ ADDRESS CHANGED (MAILING ADDRESS ONLY)		BUSINESS PHONE NUMBER

**TPT-2 return is due the 20th day of the month following
the month in which the transactions were conducted**

TAXPAYER IDENTIFICATION NUMBER ☐ SSN ☐ EIN	
LICENSE NUMBER	
PERIOD BEGINNING M M D D Y Y Y Y	PERIOD ENDING M M D D Y Y Y Y
REVENUE USE ONLY. DO NOT MARK IN THIS AREA	
POSTMARK DATE	RECEIVED DATE

AA NET AZ/COUNTY TAX (PAGE 2, LINE MM, COLUMN (M)).....

BB NET CITY TAX (PAGE 3, LINE RR, COLUMN (M))

CC NET TAX DUE ON THIS RETURN (LINE AA + LINE BB = LINE CC).....

DD TPT ESTIMATED PAYMENTS TO BE USED ON THIS RETURN (JUNE RETURN ONLY, DUE IN JULY)

EE TAX DUE NET OF TPT ESTIMATED PAYMENTS (LINE CC - LINE DD = LINE EE).....

FF TOTAL AMOUNT REMITTED WITH THIS RETURN.....

\$

NOTE: A TRANSACTION DETAIL PAGE IS REQUIRED OR THE RETURN WILL NOT PROCESS CORRECTLY AND PENALTIES MAY APPLY.

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

☐ The taxpayer designates the individual listed below as the person to contact to schedule an audit of this return and authorize the disclosure of confidential information to this individual.

TAXPAYER PRINTED NAME _____

TAXPAYER SIGNATURE _____

DATE _____

PAID PREPARER'S SIGNATURE (OTHER THAN TAXPAYER) _____

TAXPAYER PHONE NO. _____

TITLE _____

PAID PREPARER'S TIN _____

PAID PREPARER'S PHONE NO. _____

PLEASE MAKE CHECK PAYABLE TO ARIZONA DEPARTMENT OF REVENUE

STATE (AZ) /COUNTY TRANSACTION DETAIL (See Table 1 on the Tax Rate Table, www.azdor.gov)

(A)	(B) REG. CODE	(C) NAME OF REGION	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS FROM SCHEDULE A	(H) (F) - (G) = (H) NET TAXABLE	(I) AZ / COUNTY TAX RATE	(J) (H) X (I) = (J) TOTAL TAX	(K) ACCTNG CREDIT RATE	(L) (H) X (K) = (L) ACCOUNTING CREDIT	(M) (J) - (L) = (M) AZ/COUNTY TAX DUE
1												
2												
3												
4												
5												
6												
7												
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9												
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14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
GG SUBTOTAL												
HH TOTALS FROM ADDITIONAL AZ/COUNTY PAGE(S)												
II TOTAL (LINE GG + LINE HH = LINE II).....												
JJ EXCESS TAX COLLECTED												
KK EXCESS TAX ACCOUNTING CREDIT: (SEE INSTRUCTIONS)												
LL NET AZ/COUNTY EXCESS TAX COLLECTED (LINE JJ, COLUMN (M) - LINE KK, COLUMN (M))												
MM NET AZ/COUNTY TAX (LINE II, COLUMN (M) + LINE LL, COLUMN (M))												

CITY TRANSACTION DETAIL (See Table 2 on the Tax Rate Table, www.azdor.gov)

	(A) LOC. CODE	(B) CITY CODE	(C) NAME OF CITY	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS FROM SCHEDULE A	(H) (F) - (G) = (H) NET TAXABLE	(I) CITY TAX RATE	(J) (H) X (I) = (J) TOTAL TAX	(K)	(L) CITY CREDIT	(M) (J) - (L) = (M) CITY TAX DUE
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
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21													
22													
23													
24													
25													
NN	CITY SUBTOTAL												
OO	CITY SUBTOTALS FROM ADDITIONAL CITY PAGE(S)												
PP	CITY TOTAL (LINE NN + LINE OO = LINE PP)												
QQ	CITY EXCESS TAX COLLECTED												
RR	NET CITY TAX (LINE PP, COLUMN (M) + LINE QQ, COLUMN (M))												

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)
ADDITIONAL TRANSACTIONS

STATE (AZ) /COUNTY TRANSACTION DETAIL (See Table 1 on the Tax Rate Table, www.azdor.gov)

(A)	(B) REG. CODE	(C) NAME OF REGION	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS FROM SCHEDULE A	(H) (F) - (G) = (H) NET TAXABLE	(I) AZ / COUNTY TAX RATE	(J) (H) X (I) = (J) TOTAL TAX	(K) ACCTNG CREDIT RATE	(L) (H) X (K) = (L) ACCOUNTING CREDIT	(M) (J) - (L) = (M) AZ/COUNTY TAX DUE
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
AZ/COUNTY SUBTOTAL					\$	\$					\$	\$

ADD SUBTOTALS OF AZ/COUNTY ADDITIONAL TRANSACTIONS TO THE 2ND PAGE OF RETURN

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)
ADDITIONAL TRANSACTIONS

CITY TRANSACTION DETAIL (See Table 2 on the Tax Rate Table, www.azdor.gov)

(A) LOC. CODE	(B) CITY CODE	(C) NAME OF CITY	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS FROM SCHEDULE A	(H) (F) - (G) = (H) NET TAXABLE	(I) CITY TAX RATE	(J) (H) X (I) = (J) TOTAL TAX	(K)	(L) CITY CREDIT	(M) (J) - (L) = (M) CITY TAX DUE
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
CITY SUBTOTAL					\$	\$					\$	\$

ADD SUBTOTALS OF CITY ADDITIONAL TRANSACTIONS TO THE 3RD PAGE OF RETURN

TPT-2 – SCHEDULE A DEDUCTIONS – STATE/COUNTY
TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX

LICENSE NUMBER: _____

Page ____ of ____

STATE (AZ) /COUNTY DEDUCTIONS DETAIL

	(A)	(B) REGION CODE	(C) BUSINESS CODE	(D) DEDUCTION CODE	(E) DEDUCTION AMOUNT	(F) DESCRIPTION OF DEDUCTION CODE
1					\$	
2					\$	
3					\$	
4					\$	
5					\$	
6					\$	
7					\$	
8					\$	
9					\$	
10					\$	
11					\$	
12					\$	
13					\$	
14					\$	
15					\$	
16					\$	
17					\$	
18					\$	
19					\$	
20					\$	
21					\$	
22					\$	
23					\$	
24					\$	
25					\$	
26					\$	
27					\$	
28					\$	
29					\$	
30					\$	
31					\$	
32					\$	
33					\$	
34					\$	
35					\$	
AA SUBTOTAL OF DEDUCTIONS.....					\$	
BB DEDUCTION TOTALS FROM ADDITIONAL AZ/COUNTY PAGE(S) ...					\$	
CC TOTAL DEDUCTIONS (LINE AA + LINE BB = LINE CC).....					\$	
TOTAL MUST EQUAL TOTAL ON PAGE 2, LINE II, COLUMN G						

FINAL

TPT-2 – SCHEDULE A DEDUCTIONS – CITY
TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX

LICENSE NUMBER: _____

Page _____ of _____

CITY DEDUCTIONS DETAIL

	(A) LOCATION CODE	(B) CITY CODE	(C) BUSINESS CODE	(D) DEDUCTION CODE	(E) DEDUCTION AMOUNT	(F) DESCRIPTION OF DEDUCTION CODE
1					\$	
2					\$	
3					\$	
4					\$	
5					\$	
6					\$	
7					\$	
8					\$	
9					\$	
10					\$	
11					\$	
12					\$	
13					\$	
14					\$	
15					\$	
16					\$	
17					\$	
18					\$	
19					\$	
20					\$	
21					\$	
22					\$	
23					\$	
24					\$	
25					\$	
26					\$	
27					\$	
28					\$	
29					\$	
30					\$	
31					\$	
32					\$	
33					\$	
34					\$	
35					\$	
AA SUBTOTAL OF DEDUCTIONS.....					\$	
BB DEDUCTION TOTALS FROM ADDITIONAL CITY PAGE(S).....					\$	
CC TOTAL DEDUCTIONS (LINE AA + LINE BB = LINE CC).....					\$	
TOTAL MUST EQUAL TOTAL ON PAGE 3, LINE PP, COLUMN G						

FINAL

CITY COUNCIL REPORT

SUBJECT: Resolution 3561-619 - Grant Agreement with First Things First Southwest Maricopa Regional Partnership Council

MEETING DATE: 6/17/2019

TO: Mayor and Council

FROM: Chris Lopez, Neighborhood Family Services Director, 623 333 2711

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to adopt Resolution 3561-619 authorizing the grant agreement with the First Things First Southwest Maricopa Regional Partnership Council to receive \$200,000 in funding and authorize the Mayor, City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Arizona Early Childhood Development and Health Board, known as First Things First, is a State agency established by voter initiative to support a voluntary system of early care and education. The objective is to provide an array of education and health programs for families with children age birth to five years of age. The Southwest Maricopa Regional Partnership Council represents Avondale and the surrounding communities, and is charged with making strategy and funding recommendations to the First Things First Board.

DISCUSSION:

The scope of work for the grant addresses the priority areas of the Regional Council and enhances the services provided at the Care1st Avondale Resource Center. The Center connects families to services that support parents, early childhood care and education, housing and health services. Avondale staff provide information and referrals for families and also conduct outreach efforts to educate the public and organizations that serve families at the center. The grant agreement provides an award amount of up to \$200,000.

BUDGET IMPACT:

No matching funds are required to receive this grant, and the General Fund will not be impacted.

RECOMMENDATION:

Staff recommends that the City Council adopt the resolution authorizing the grant agreement with First Things First Southwest Maricopa Regional Partnership Council to receive \$200,000 in funding and authorize the Mayor, City Manager and City Clerk to execute necessary documents.

RESOLUTION NO. 3561-619

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE GRANT RENWAL AMENDMENT WITH FIRST THINGS FIRST SOUTHWEST MARICOPA REGIONAL PARTNERSHIP COUNCIL FOR RENEWAL OF GRANT FUNDS FOR THE NEXT FISCAL YEAR; AND PROVIDING FOR SEVERABILITY.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE AS FOLLOWS:

SECTION 1. The Grant Renewal Amendment between the City of Avondale (the “City”) and First Things First Southwest Maricopa Regional Partnership Council renewing the \$200,000 grant to the City, for the 2019-2020 fiscal year, to continue funding the operation of family resource centers and associated programs (the “Agreement”) is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. The Mayor, the City Manager or authorized designee, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Resolution.

SECTION 3: If any section, subsection, sentence, clause, phrase or portion of this resolution or any part of the Land Lease Agreement adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED, AND ADOPTED by the City Council of the City of Avondale, Arizona, June 17, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

Resolution No. 3561-619
Page 2 of 2

EXHIBIT A
TO
RESOLUTION NO. 3561-619
[Amendment]
See following pages.



4000 North Central Avenue, Suite 800, Phoenix, Arizona 85012
602.771.5100 | 877.803.7234 | firstthingsfirst.org

Notice of Renewal Consideration

DATE: March 22, 2019

TO: City of Avondale
Attn: Chris Lopez

FROM: Michelle Neitch, Fiscal Specialist

RE: Grant Renewal Information for State Fiscal Year 2020 (SFY20)

The following First Things First grant is eligible for renewal consideration. Receipt of this packet does not guarantee renewal of the grant award but if renewed, the award period for your SFY20 grant will be July 1, 2019 through June 30, 2020.

Grantee Name:	City of Avondale
SFY19 FTF Grant Number:	GRA-RC007-19-0959-01
Strategy Name:	Family Resource Centers
Data Template/Format:	Family Resource Center Parenting Education
Eligible Renewal Amount for SFY20:	\$ 200,000.00

The renewal packet includes the following documents:

1. Grant Renewal Amendment

Confirm the eligible award amount and contracted service units on the form.

2. Line-Item Budget and Budget Narrative

The SFY20 Line-Item Budget and Budget Narrative should continue to align with the approved SFY19 Line-Item Budget and Budget Narrative and the scope of the approved programming.

3. Program Personnel Table

Complete the table with the personnel that align with the SFY20 Line-Item Budget and Budget Narrative.

Follow Up Action Necessary

Please complete all documents; have your designated signatory sign the amendment, line-item budget, and budget narrative; and then scan/email all items back to me by **April 12, 2019**. Electronic submission to mneitch@firstthingsfirst.org is preferred but if sending by standard mail, please send to my attention, First Things First, 4000 N. Central Avenue, Suite 800, Phoenix, AZ 85012.

If the renewal is approved by the Board of First Things First at the June 2019 meeting, First Things First will countersign the amendment document and scan/email it back for your records.



4000 North Central Avenue, Suite 800, Phoenix, Arizona 85012
602.771.5100 | 877.803.7234 | firstthingsfirst.org

Reminders

Grantees must always adhere to the latest version of the Standards of Practice which can be located in the Strategy Toolkit, www.firstthingsfirst.org/grants/strategy-toolkit and related policy documents that apply to this grant. Additional policy/grant-related documents (FTF Grants Uniform Terms and Conditions, FTF Data Security Policy and Procedures, and the FTF Tribal Data Policy) are located under Grantee Resources, www.firstthingsfirst.org/grants/grantee-resources.

SFY20 Data Template Training

There were extensive data template trainings conducted for SFY19 that addressed the content and format revisions of the templates. If refresher data template training is needed for SFY20, please contact the FTF Evaluation team to schedule, ftfevaluation@firstthingsfirst.org.

Closing out SFY19

Your current grant ends June 30, 2019. Final narrative and data reports must be submitted on or before July 20, 2019 and your final request for reimbursement must be submitted no later than August 15, 2019 (45 days from the grant end date.) Unexpended funds from SFY19 do not carry over to SFY20.

If you have any questions, please contact me at 602-771-5079.

Thank you.

 FIRST THINGS FIRST	Grant Renewal Amendment	Early Childhood Development and Health Board (First Things First) 4000 North Central Avenue, Suite 800 Phoenix, Arizona 85012 (602) 771-5100
	Grant Renewal/2020 Grant Award GRA-RC007-19-0959-01-Y2 Southwest Maricopa Regional Partnership Council Family Resource Centers	
CONTRACTOR: City of Avondale PURPOSE OF AMENDMENT: - Pursuant to the Special Terms and Conditions, Contract Renewal, for the above referenced grant award, the State of Arizona hereby exercises its sole option to renew the grant award number referenced above. The renewal award period is July 1, 2019 through June 30, 2020. - Total award amount for the grant period is \$200,000.00 - Contracted Service Units: Primary Strategy: Family Resource Centers Number of families referred to services: <u>1,100</u> Number of parenting activities held: <u>200</u> - The grantee is responsible for all updated Standards of Practice located in the First Things First Partner and Grant Management System (PGMS) under Grantee Resources/Standards of Practice. - All other terms and conditions remain unchanged and are according to the original award documents, clarification documents and renewal submission documents.		
Contractor hereby acknowledges receipt and understanding of the contract amendment		The above referenced amendment is hereby executed effective July 1, 2019 once signed and dated below:
_____ Signature		_____ Josh Allen CFO/COO
_____ Name		_____ Date
_____ Title		
_____ Date		

Line-Item Budget and Budget Narrative

SFY20 Line-Item Budget

Budget period: July 1, 2019 – June 30, 2020

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		Personnel Services Sub Total	\$
Salaries			
EMPLOYEE RELATED EXPENSES		Employee Related Expenses Sub Total	\$
Fringe Benefits or Other ERE			
PROFESSIONAL AND OUTSIDE SERVICES		Professional & Outside Services Sub Total	\$
Contracted Services			
TRAVEL		Travel Sub Total	\$
In-State Travel Out-of-State Travel			
AID TO ORGANIZATIONS OR INDIVIDUALS		Aid to Organizations or Individuals Sub Total	\$
Subgrants or Subcontracts to organizations/agencies/entities			
OTHER OPERATING EXPENSES		Other Operating Expenses Sub Total	\$
• Telephones/Communications Services • Internet Access • General Office Supplies • Food • Rent/Occupancy • Utilities • Furniture • Postage • Software (including IT supplies) • Dues/Subscriptions • Advertising • Printing/Copying • Equipment Maintenance • Professional Development (Staff Training, Conferences, Workshops, Training Fees for Staff) • Insurance • Program Materials • Program Supplies • Scholarships • Program Incentives			
NON-CAPITAL EQUIPMENT		Non-Capital Sub Total	\$
Equipment \$4,999 or less in value			
Subtotal Direct Program Costs:			\$
ADMINISTRATIVE/INDIRECT COSTS		Total Admin/Indirect	\$
Indirect/Admin Costs		\$	\$
Total		\$	\$

Authorized Signature _____ Date _____

SFY20 Budget Narrative

The budget narrative should provide a clear and concise description of how amounts were determined, including calculations, for each proposed line item in the Line-Item Budget. If a budget category does not apply, either leave blank or delete the category.

Personnel Services: *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the program year, indicate the percentage increases for each position and justify the percent of the salary increase.*

Employee Related Expenses: *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency/organization.*

Professional and Outside Services: *If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the program. Explain how all contracts will be procured.*

Travel: *Separate in-state and out-of-state travel. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Applicants **must** use the State of Arizona Travel Policy on rates limitations for mileage, lodging, and meals (<https://gao.az.gov/travel/welcome-gao-travel>) for both in-state and out-of-state travel.*

Aid to Organizations or Individuals: *In the event that this application represents collaboration and you will be utilizing subcontractors (including subgrantees) to perform various components of the program, include a list of subcontractors, programmatic work each subcontractor will perform, and how costs for each subcontractor are determined.*

Other Operating Expenses: Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. Items can only be categorized in the following line items: Telephones /Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development (Staff Training, Conferences, Workshops, and Training Fees for Staff), Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives.

Non-Capital Equipment: For items with a unit cost less than \$5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than \$5,000.

Administrative/Indirect Costs: Administrative costs are general or centralized expenses of overall administration of an agency/organization that receives grant funds and does not include particular program costs. Such costs are generally identified with the agency/organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.

Indirect costs are costs of an organization that are not readily assignable to a particular program, but are necessary to the operation of the organization and the performance of the program. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Applicants must list either Option A or Option B and provide proper justification for expenses included:

- ☐ **Option A - Administrative Costs:** with proper justification, applicants may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall management improvement costs; and costs of general liability insurance that protects the agency/organization(s) responsible for operating a program, other than insurance costs solely attributable to the program. Administrative costs may also include that portion of salaries and benefits of the program's director and other administrative staff not attributable to the time spent in support of a specific program.

OR

- ☐ **Option B - Federally Approved Indirect Costs:** If your agency/organization has a federally approved indirect cost rate agreement in place, applicants may include an allocation for indirect costs for up to 10% of the direct costs. **Applicants must provide a copy of their federally approved indirect cost rate agreement.**

Authorized Signature _____ Date _____



Program Personnel Table

Key Personnel - those individuals directly responsible for program implementation/services and are fully or partially funded through the proposed program.				
Name/ Position Title	Background/Expertise* Must include qualifications that align with the Standards of Practice (SOP)	Key Roles and Responsibilities	Meets the SOP Staffing Qualifications Yes/No**	FTEs funded through the program
Additional Personnel - those individuals partially funded through the proposed program but who do not directly implement or have direct program oversight of the program.				
Program Total:				

* Resumes and/or job descriptions for key personnel may be requested at any time but unless otherwise indicated, they do not need to be submitted.

** By signing this document, I assure that all key personnel meet the Personnel/Staff Qualifications outlined in the FTF Standards of Practice or if any personnel do not meet the Staff Qualification standards, they have been approved through the FTF Request for Exemption from Staff Qualification process prior to hire.

Name/Title

Date

CITY COUNCIL REPORT

SUBJECT: Resolution 3562-619 - Intergovernmental Agreement with the Gila River Indian Community to Purchase Property South of Estrella Mountains

MEETING DATE: 6/17/2019

TO: Mayor and Council

FROM: Tracy Stevens, Development and Engineering Services Director, (623) 333-4012

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to adopt Resolution 3562-619 approving an Intergovernmental Agreement (IGA) with the Gila River Indian Community (GRIC) for the purpose of acquiring approximately 17.97 acres of land for future use as right-of-way, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Arizona Bureau of Land Management (BLM) is selling approximately 3,400 acres of land south of the Estrella Mountains to the Gila River Indian Community (the Community). The City of Avondale is interested in acquiring a small portion of this land for future right-of-way purposes.

DISCUSSION:

The land that is being sold from BLM to the Community is shown on the attached vicinity map which lies approximately 6.25 miles south of ISM Raceway. While this land lies outside of the Avondale City Limits, it lies within the City's planning boundary. The western strip of this land lies along the Litchfield Road alignment, and the City of Avondale is interested in acquiring this strip of land, shown on the attached map entitled Right-of-Way Acquisition.

According to the Avondale General Plan 2030 (see attached Land Use Map), the land being sold from BLM to the Community is identified as Estate/Low Density Residential. In keeping with the General Plan, it is critical that the City maintain access to this land to allow for future development and infrastructure connectivity. The City has worked with the BLM and the Community to allow the City to acquire a 150-foot wide strip at the western edge of the sale parcel for our future use as right-of-way. The Land Use Map shows the ROW area being purchased by the City, along the S 139th Ave alignment (Litchfield Road), extending north from the Germann Rd alignment.

The total amount of land being sold to the Community from the BLM is approximately 3,400 acres. The total amount of land that the City is interested in acquiring is 18.2 acres.

An Intergovernmental agreement between the Community and the City of Avondale is attached. The terms of which include the following:

The purchase price for the Avondale parcel shall be an amount equal to the total acreage of the parcel multiplied by the same per-acre purchase price paid by the Community to BLM.

Avondale shall also be responsible for a portion of the amount of the cost to the Community for a survey to determine the legal boundaries of the Community's remaining BLM land following the sale of the City parcel.

The Community will deliver to the City evidence of the per-acre purchase price, evidence of the survey costs, and the quitclaim deed.

The Community shall notify Avondale throughout the environmental review process of any BLM environmental findings or mitigation activities that are required as part of the environmental review process.

The land price and the survey costs shall be paid by Avondale at the closing.

STRATEGIC PLAN ALIGNMENT

Initiative: Foster Sustainable Community Development

Goal: Maintain and expand infrastructure and improve connectivity to City amenities

Objective: Acquire land to be used as future right-of-way in support of the City of Avondale General Plan 2030

BUDGET IMPACT:

The total cost for the the land acquisition will be provided from the Economic Opportunities Fund.

RECOMMENDATION:

Staff is requesting that the City Council approve the Intergovernmental Agreement with the Gila River Indian Community, to allow for the purchase of approximately 18.2 acres of land for use as future right of way, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

RESOLUTION NO. 3562-619

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH GILA RIVER INDIAN COMMUNITY TO ENTER INTO A PURCHASE SALE AGREEMENT FOR THE CITY TO PURCHASE REAL PROPERTY FROM THE GILA RIVER INDIAN COMMUNITY; AND PROVIDING FOR SEVERABILITY.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement between the City of Avondale (the “City”) and the Gila River Indian Community (the “Community”), to enter into a purchase sale agreement whereby the City will purchase approximately 18.2 acres of land from the Community (the “Agreement”) is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. The Mayor, the City Manager or authorized designee, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Resolution.

SECTION 3: If any section, subsection, sentence, clause, phrase or portion of this resolution or any part of the Intergovernmental Agreement adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED, AND ADOPTED by the City Council of the City of Avondale, Arizona, June 17, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

Resolution No. 3562-619
June 17, 2019
Page 2 of 2

EXHIBIT A
TO
RESOLUTION NO. 3562-619
[Amendment]
See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE, ARIZONA AND
THE GILA RIVER INDIAN COMMUNITY**

This Intergovernmental Agreement (“**IGA**”) is made this _____ day of _____, 2019 between the **CITY OF AVONDALE, ARIZONA** (“**Avondale**”), and the **GILA RIVER INDIAN COMMUNITY** (the “**Community**”). In this IGA, Avondale and the Community are sometimes each individually called “**Party**” and sometimes collectively called “**Parties**.”

RECITALS

A. The Community is a federally recognized Indian tribe that will be purchasing approximately 3,400 acres of Bureau of Land Management (“**BLM**”) disposal land pursuant to H.R. 4032, the Gila River Indian Community Federal Rights-of-Way, Easements and Boundary Clarification Act (Public Law 115-350) (the “**BLM Land**”, as more fully described below). The United States shall place the BLM Land into trust on behalf of the Community following its transfer to the Community through the BLM land transfer and sale process.

B. Avondale is an Arizona Municipal Corporation that conducts business through a City Council, and is authorized to make land purchases upon a majority vote by the City Council.

C. Avondale desires to purchase from the Community, and the Community desires to sell to Avondale, approximately 18.2 acres of the BLM Land (the “**Avondale Parcel**”, as more fully described below) following completion of the BLM land transfer and sale process and prior to placement of the remainder of the BLM Land into trust on behalf of the Community.

D. The Parties desire to enter into this IGA to provide for the Community to sell the Avondale Parcel to Avondale subject to the terms and conditions set forth herein to Avondale.

Accordingly, the Parties agree to the following:

AGREEMENT

1. **Definitions.**

In this IGA, unless the context otherwise requires:

- 1.1 Terms not otherwise defined herein shall have the same meaning as they are used in H.R. 4032, the Gila River Indian Community Federal Rights-of-Way, Easements and Boundary Clarification Act (Public Law 115-350);
- 1.2 “**Avondale**” shall mean the City of Avondale, Arizona;
- 1.3 “**Avondale Parcel**” shall mean that portion of the BLM Land being 150 feet wide and approximately 5,200 feet long and running north-south on the west side of the

BLM Land, comprising approximately 18.2 acres, and identified generally on the map attached hereto as Schedule 1 as the “Right Of Way Area Map”, subject to final determination prior to, and for purposes of, the Closing pursuant to the Survey;

- 1.4 “**Closing**” shall have the meaning set forth in Section 4.1.
- 1.5 “**Closing Date**” shall have the meaning set forth in Section 4.1.
- 1.6 “**Community**” shall mean the Gila River Indian Community, a government composed of members of the Pima Tribe and the Maricopa Tribe and organized under section 16 of the Act of June 18, 1934 (25 U.S.C. 5123);
- 1.7 “**Community LLC**” shall mean GRIC Land Holdings, LLC, a single-member Arizona limited liability company, wholly owned by the Community;
- 1.8 “**BLM**” shall mean the Bureau of Land Management of the United States Department of the Interior;
- 1.9 “**BLM Land**” shall mean the approximately 3,400 acres of land owned by the United States and administered by the Secretary of the Interior through the BLM that have been identified and designated for disposal by the BLM under the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 *et seq.*) in the Lower Sonoran Resource Management Plan (September 2012) located in Sections 1,2,3,11, and 12, Township 2 South, Range 1 West, contiguous to the northwest boundary of the Community’s existing Reservation; and portions of Section 16 and 17, Township 5 South, Range 5 East, contiguous to the southern boundary of the Community’s existing Reservation that the Community shall acquire pursuant to the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 *et seq.*);
- 1.10 “**Land Price**” shall have the meaning set forth in Section 4.2(a)(i);
- 1.11 “**Purchase Price**” shall have the meaning set forth in Section 4.2(a);
- 1.12 “**Reservation**” shall mean the land located within the exterior boundaries of the reservation created under sections 3 and 4 of the Act of February 28, 1859 (11 Stat. 401, chapter LXVI), and Executive orders of August 31, 1876, June 14, 1879, May 5, 1882, November 15, 1883, July 31, 1911, June 2, 1913, August 27, 1914, and July 19, 1915, and any other lands placed in trust for the benefit of the Community;
- 1.13 “**Survey**” shall have the meaning set forth in Section 5.2;
- 1.14 “**Survey Costs**” shall have the meaning set forth in Section 4.2(a)(ii); and
- 1.15 “**Trust Costs**” shall have the meaning set forth in Section 4.2(a)(iii).

2. Agreement to Sell and Purchase the Avondale Parcel

Avondale agrees to purchase from the Community, and the Community agrees to sell to Avondale, the Avondale Parcel, under a separate purchase sale agreement between Avondale and the Community LLC, subject to the terms and conditions set forth in this IGA.

3. Exclusion of Community Representations and Warranties

The Community makes no representations or warranties to Avondale regarding the Community's title to, condition of, or any other matter related to the Avondale Parcel, and Avondale shall have no liability or obligation to Avondale following the Closing, and there shall be no basis for any claim or action by Avondale against the Community, for damages or any other remedy in connection with this sale and purchase (including, without limitation, for return of any or all of the Purchase Price). At the Closing, Avondale will accept and purchase the Avondale Parcel "AS IS WITH ALL FAULTS", and assume all existing and future liability with respect thereto, and will not rely upon any representations or warranties of any kind whatsoever, express or implied, from the Community, its employees, officers, agents or consultants, or, as against the Community, from BLM or the United States, as to any environmental, title or other matters concerning the Avondale Parcel.

4. Closing; Purchase Price

4.1 Closing. The closing of the purchase and sale of the Avondale Parcel (the "**Closing**") will take place at such location and time as shall be agreed by the Parties following finalization of the sale and transfer of the BLM Land to the Community LLC which includes the entire Avondale Parcel (the "**Closing Date**").

4.2 Purchase Price.

- (a) The purchase price for the Avondale Parcel (the "**Purchase Price**") shall be comprised of the aggregate of the following;
 - (i) an amount equal to the product of the total acreage of the Avondale Parcel as determined by the Survey, multiplied by the same per-acre purchase price paid by the Community to BLM for the BLM Land (the "**Land Price**"); and
 - (ii) the amount of the cost of the Survey, as evidenced by the Community pursuant to Section 5.2 (the "**Survey Costs**"); and
 - (iii) Avondale's portion of the amount of the cost to the Community for a survey to determine the legal boundaries of the Community's

remaining BLM Land following the sale of the Avondale Parcel to Avondale, which shall be the difference between (A), all costs the Community would have incurred for having the United States place all the BLM Land into trust on behalf of the Community, and (B), all costs incurred by the Community associated with having the United States placing such remaining BLM Land into trust on behalf of the Community after partitioning the Avondale Parcel (the “**Trust Costs**”).

- (b) The Purchase Price shall be paid by Avondale to the Community as follows:
 - (i) The Land Price and the Survey Costs shall be paid at the Closing.
 - (ii) The Trust Costs shall be paid within fifteen days following the Community’s delivery to Avondale of an invoice therefor, together with reasonable supporting documentation. This payment obligation shall survive the Closing.

4.3 Deliveries.

On the Closing Date:

- (a) The Community will deliver to Avondale evidence of the per-acre purchase price paid by the Community to BLM for the BLM Land.
- (b) [Community or Avondale as the case may be] will deliver evidence of the Survey Costs in such form as may be reasonably determined by the [Community or Avondale as the case may be].
- (c) The Community will deliver to Avondale [a quitclaim deed to the Avondale Parcel] in form and substance determined by the Community in its discretion.
- (d) Avondale will deliver or cause to be delivered to the Community (i) the Purchase Price, (ii) such other documents as may be requested by the Community for purposes of evidencing Avondale’s assumption of all existing and future liability with regard to the Avondale Parcel, in form and substance reasonably satisfactory to the Community, and (iii) such other document as may be requested by the Community to evidence Avondale’s continuing obligation to pay the Trust Costs.

5. Actions Prior to Closing

5.1 Environmental Compliance

- (a) With respect to any environmental compliance that is required as part of the BLM Land sale pursuant to the Federal Land Policy and Management Act

of 1976 (43 U.S.C. 1701 *et seq.*) for sale and transfer of the BLM Land from BLM to the Community, the Community shall notify Avondale throughout the environmental review process of any BLM environmental findings or mitigation activities that are required as part of the environmental review process.

- (b) Avondale shall not submit any comments during the BLM environmental review process, or take any other actions, that would delay the sale of the BLM land by BLM to the Community, and agrees that its failure to fulfil such covenant will be a breach entitling the Community to terminate this IGA for cause.

5.2 Survey

Promptly following the transfer of the BLM Land to the Community, the Community shall commission a survey to determine the legal boundaries of the Avondale Parcel for purposes of preparing a legal description necessary for the sale of the Avondale Parcel from the Community pursuant to this IGA (the “**Survey**”). The Community shall provide Avondale with a copy of the Survey and an invoice for the cost thereof promptly following its completion.

6. Termination

- 6.1 The Community and Avondale may terminate this IGA by mutual written consent at any time prior to Closing.

7. Notices

- 7.1 Any notice, demand, or request authorized or required by this IGA shall be in writing and shall be deemed to have been duly given if mailed, first class postage prepaid, or delivered to the following address:

If to Avondale:

City Manager and City Attorney
11465 Civic Center Dr.
Avondale, Arizona 85323

If to the Community:

Governor and
General Counsel for the Community
525 West Gu u Ki
Post Office Box 97
Sacaton, Arizona 85147

8. Miscellaneous

- 8.1 The Community agrees to allow Avondale representatives to enter the Community's land for the purpose of monitoring the surveys required pursuant to this IGA, as long as Avondale schedules any such required site visits with the Community's Office of General Counsel.
- 8.2 This IGA is solely for the benefit of the Parties and does not create, nor shall it be construed to create, rights in any third party unless expressly provided herein. No third party may enforce the terms and conditions of this IGA.
- 8.3 The waiver by either Party of any breach of any term, covenant or condition of this IGA shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition of this IGA.
- 8.4 The terms, covenants and conditions of this IGA constitute the entire agreement between the Parties, and no understanding of obligation not expressly set forth in this IGA shall be binding on them. This IGA may not be modified or amended in any manner unless in writing signed by the Parties.
- 8.5 This IGA shall be governed and construed in accordance with the applicable laws of the State of Arizona.
- 8.6 The Parties agree to resolve all disputes regarding the terms of this agreement to the maximum extent possible through cooperation and coordination through the Parties' respective staff. If the Parties are unable to resolve the dispute, the Parties shall next attempt to resolve any dispute through mediation. If the Parties are unable to resolve such dispute through mediation, the Parties agree to resolve the dispute in a court of competent jurisdiction and utilize any arbitration that is required under applicable court rules.
- 8.7 This IGA may be signed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. All signatures need not be on the same counterpart.
- 8.8 The signatories to this IGA represent that they have been appropriately authorized to enter into this IGA on behalf of the Party for which they sign and that no further action or approvals are necessary before execution of this Agreement.

9. Legal Determination

The IGA between the City of Avondale, Arizona and the Gila River Indian Community has been reviewed by the undersigned attorneys, who have determined that said IGA is in proper form and is within the powers and authority of those parties represented by the undersigned.

Dated this _____ day of _____, 2019

City of Avondale

By: _____

Michael Wawro
City Attorney

Dated this _____ day of _____, 2019

Gila River Indian Community

By: _____

Linus Everling
General Counsel for the Community

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date stated in the introductory paragraph of this IGA.

GILA RIVER INDIAN COMMUNITY

CITY OF AVONDALE, ARIZONA

Signature of Authorized Individual	Date
------------------------------------	------

Stephen Roe Lewis

Typed Name

Governor

Title

Signature of Authorized Individual	Date
------------------------------------	------

Kenneth N. Weise

Name

Mayor

Title

ATTEST:

Signature

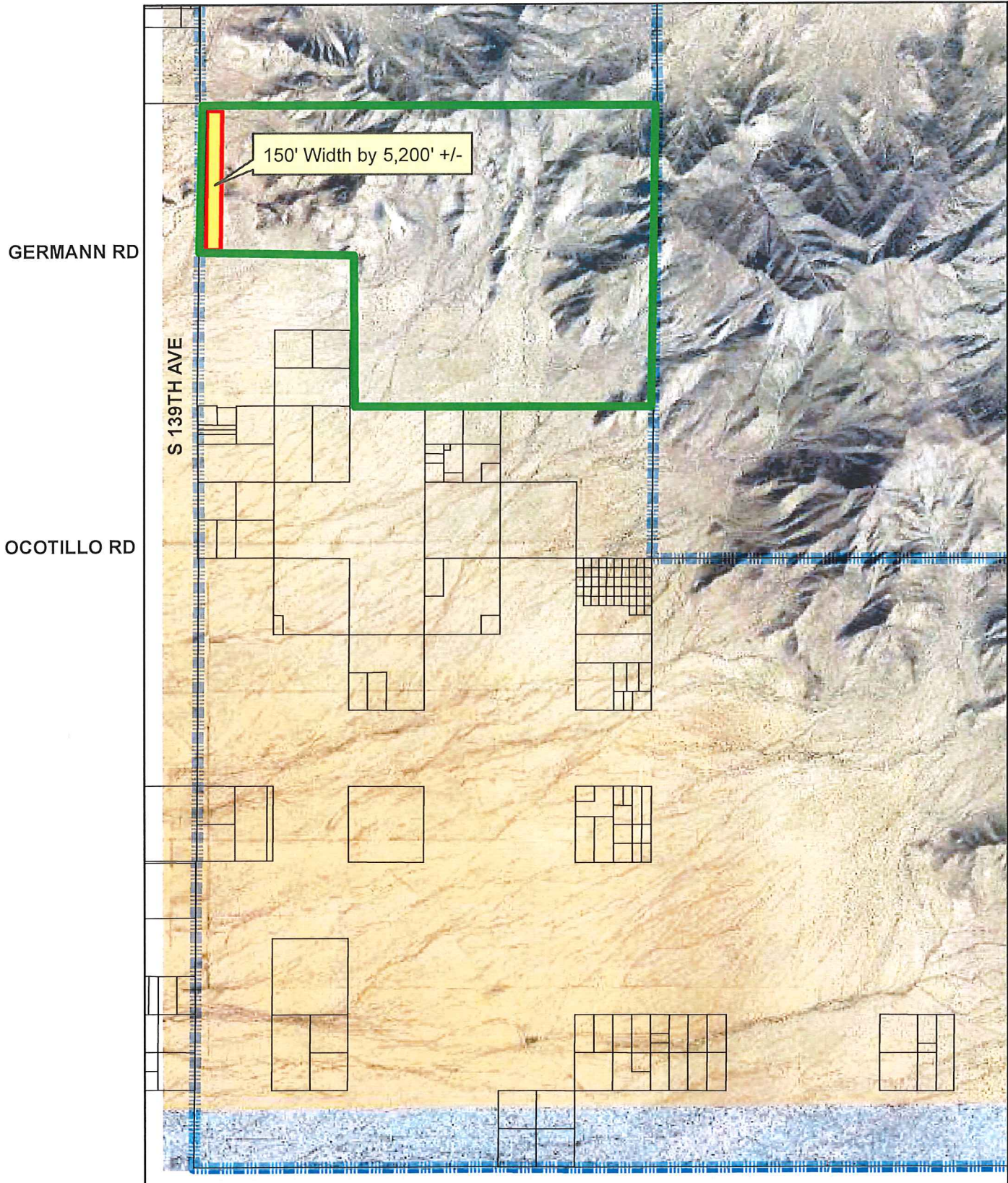
Date

Marcella Carrillo

Name

City Clerk

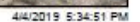
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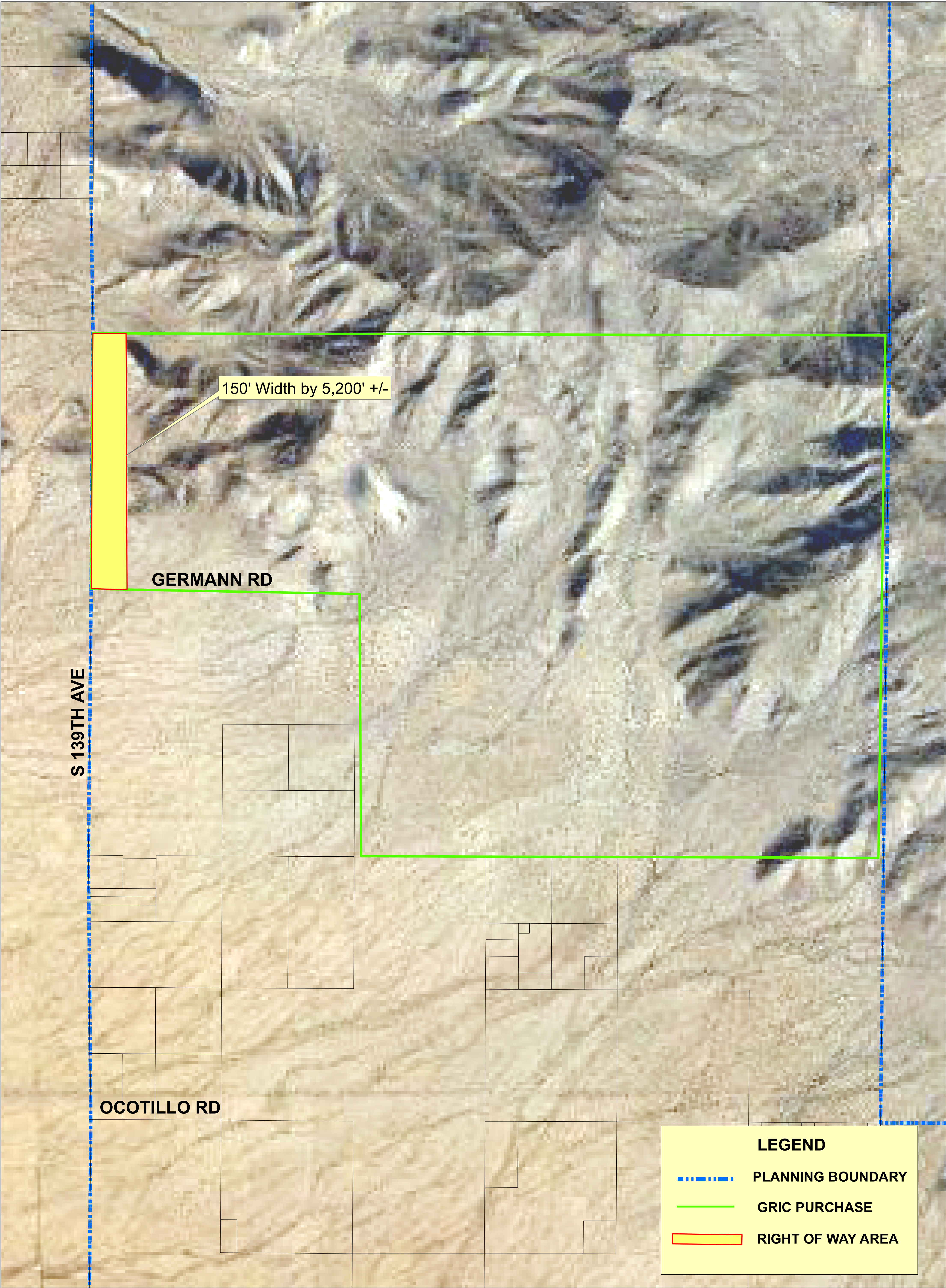
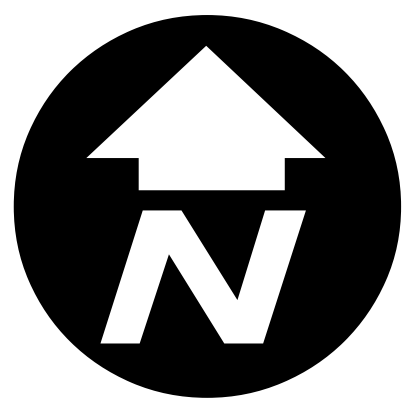


PROPOSED RIGHT OF WAY ACQUISITION

LEGEND

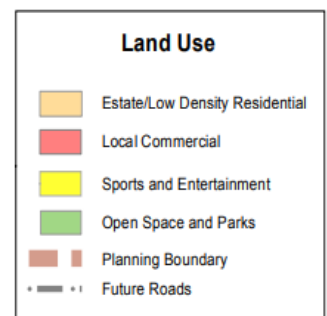
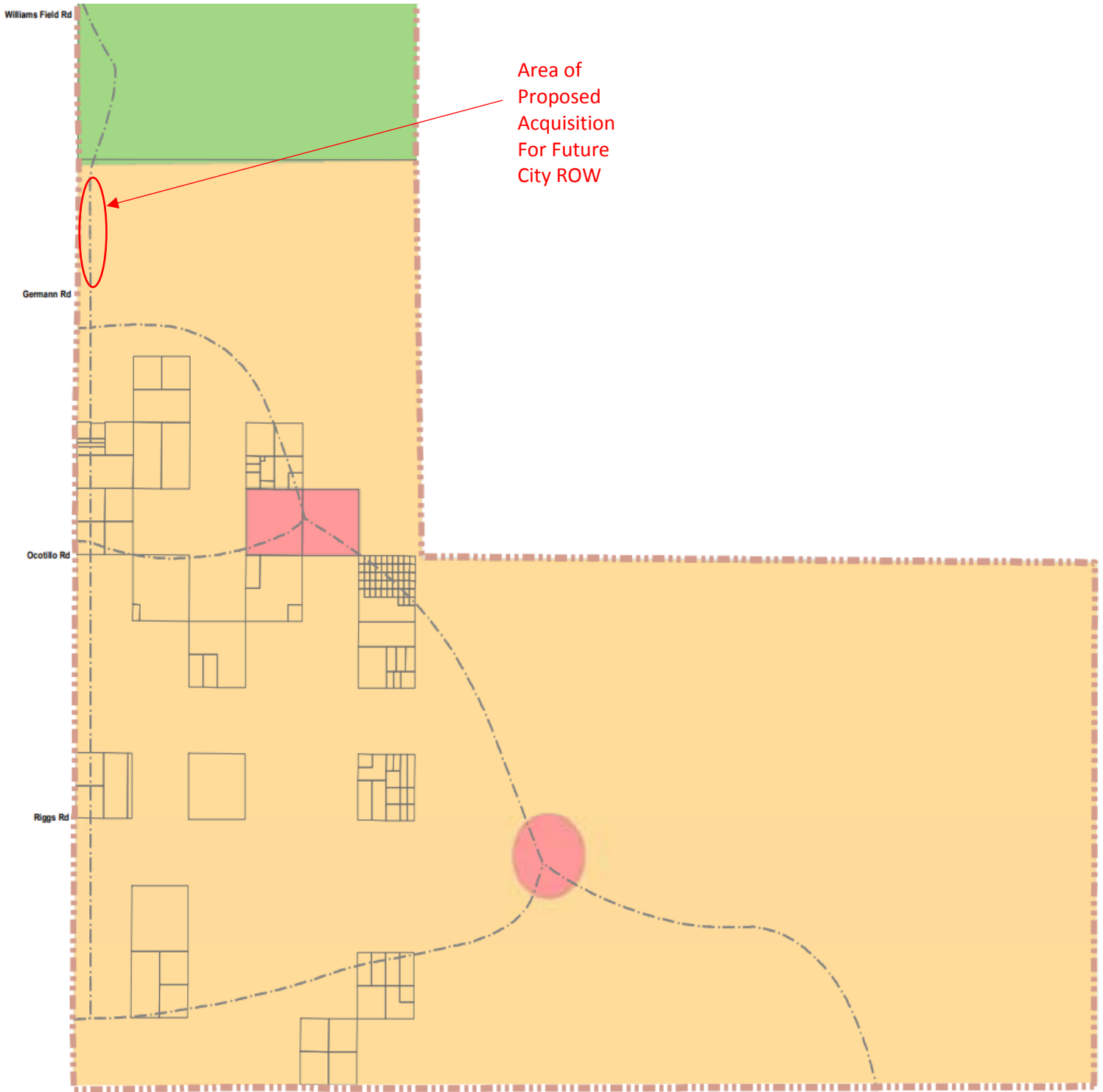
- ▬ ▬ ▬ ▬ PLANNING BOUNDARY
- ▬ GRIC PURCHASE
- ▬ RIGHT OF WAY AREA





PROPOSED RIGHT OF WAY ACQUISITION

EXCERPT OF LAND USE MAP
CITY OF AVONDALE GENERAL PLAN 2030



CITY COUNCIL REPORT

SUBJECT: Resolution 3564-619 - Intergovernmental Agreement with Maricopa County Human Services Department for Shelter and Homeless Support Services

MEETING DATE: 6/17/2019

TO: Mayor and Council

FROM: Christopher Lopez, Neighborhood Family Services Director, 623 333 2711

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to adopt Resolution 3564-619, approving an intergovernmental agreement with the Maricopa County Human Services Department for a grant in the amount of \$100,000 for the provision of emergency shelter services, outreach, and case management to people experiencing homelessness in Avondale, and authorize the Mayor, City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

BACKGROUND:

On September 17, 2018 staff from the Neighborhood and Family Services Department and the Avondale Police Department provided an update to City Council regarding the status of the homeless population in Avondale, the services being provided and recent efforts to enhance the coordination of outreach and engagement. Since that presentation, staff have continued to evaluate gaps in service and identify partners and additional resources to expand the network of programs and services available to the homeless and those at risk of becoming homeless. As a result of this effort, staff have identified an opportunity to secure additional funding through the Maricopa County Human Services Department to help address the issue of homelessness in our community.

The Maricopa County Human Services Department - Housing and Community Development Division partners with community and governmental organizations to expand affordable housing, support shelter and rapid re-housing for homeless adults and families, weatherize homes, revitalize neighborhoods, and improve community infrastructure, facilities, and services. Funded through a wide array of county, state, federal, and non-profit agencies, these services focus on improving the lives of low to moderate income individuals and households and the communities in which they reside.

DISCUSSION:

The Maricopa County Human Services Department seeks to enter into an intergovernmental agreement with the City of Avondale for the provision of services to include temporary emergency shelter services, outreach, and case management to people experiencing homelessness in Avondale.

The funding provided through this agreement will support the city's effort to strengthen the current programs that the City of Avondale has in place to provide homeless services and access to short term shelter services.

The funding provided by the Maricopa County Human Services Department will allow the City of Avondale -

Neighborhood and Family Services Department to incorporate the following elements into our homeless services:

Case Worker - Maricopa County will provide \$22,000 in funds for support of a full-time case worker for the IHELP program. These funds will increase the case management available to clients that are being served in the IHELP program that is operated in the City of Avondale. These services should increase the positive exits from IHELP and decrease the length of stay, resulting in an increase to the number of people served through the IHELP program.

Avondale Homeless Support Specialist - Maricopa County will provide \$60,000 in funds for a full time Avondale Homeless Support Specialist for the City of Avondale. The specialist will coordinate services and resources for those experiencing homelessness in Avondale. The specialist will coordinate with the Avondale Police Department on coordinated outreach and provide support to the Police Department when they engage with those experiencing homelessness. The specialist will participate in applicable Continuum of Care (CoC) meetings and best practices. Maricopa County will assist the City of Avondale in obtaining HMIS access.

Homeless Navigation Services - Maricopa County will provide \$15,000 in funds to provide additional navigation services that are currently operated by Phoenix Rescue Mission (PRM). PRM currently operates 32 hours a month in Avondale and these funds will provide a dedicated Outreach Team for the city. PRM will support the Homeless Support Specialist through transportation of clients, entering VISPDAT scores into HMIS, connection to PRM resources, etc.

The County shall provide funding to the City of Avondale for service delivery. The funding for services shall be on a reimbursement basis to the City. The term of this Agreement is from July 1, 2019 to June 30, 2020. The Agreement is effective when executed by all of the Parties. The Agreement may be extended for three (3) additional one-year terms, upon written agreement of the Parties.

BUDGET IMPACT:

The total funding provided by Maricopa County for FY20 is \$100,000 to provide emergency shelter services, outreach, and case management to people experiencing homelessness in Avondale.

RECOMMENDATION:

Staff recommends that the City Council approve an Intergovernmental Agreement with Maricopa County Human Services Department in the amount of \$100,000 to provide services to include temporary emergency shelter services, outreach, and case management to people experiencing homelessness in Avondale.

RESOLUTION NO. 3564-619

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO PROVIDE FUNDING FOR SERVICES, OUTREACH AND CASE MANAGEMENT FOR PEOPLE EXPERIENCING HOMELESSNESS IN AVONDALE; AND PROVIDE FOR SEVERABILITY.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement between the City of Avondale (the “City”) and Maricopa County (the “County”), for the County to provide funding for temporary emergency shelter services, outreach and case management for people experiencing homelessness in Avondale (the “Agreement”) is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. The Mayor, the City Manager or authorized designee, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Resolution.

SECTION 3: If any section, subsection, sentence, clause, phrase or portion of this resolution or any part of the Intergovernmental Agreement adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED, AND ADOPTED by the City Council of the City of Avondale, Arizona, June 17, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3564-619
[Amendment]
See following pages.



INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF AVONDALE



Contract Number: _____
Contract Amount: \$ 100,000
Contract Start Date: July 1, 2019
Contract Termination Date: June 30, 2020
DUNS Number: 002486884

This Intergovernmental Agreement (IGA) for Services ("Agreement") is entered into by and between City of Avondale, (hereinafter referred to as the "Contractor"), and Maricopa County, administered by its Human Services Department, (hereinafter referred to as the "County"). The Contractor and County may be collectively referred to herein as the "Parties" and individually as the "Party."

WHEREAS, the County is empowered by Arizona Revised Statutes §§ 11-251 and 11-952 et seq. to enter into this Agreement and has delegated the undersigned the authority to execute this Agreement on behalf of the County.

WHEREAS, the Contractor is empowered by Arizona Revised Statutes §§ 9-240, 9-500.11, 11-952 and 46-241 et seq. to enter into this Agreement, and has by resolution, delegated the undersigned the authority to execute this Agreement on behalf of the Contractor.

The Contractor, for and in consideration of the covenants and conditions set forth in this Agreement, shall provide and perform the services set forth herein. All rights and obligations of the Parties shall be governed by the terms of this Agreement, its Exhibits, Attachments, and Appendices, including any Subcontracts, Amendments, or Change Orders as set forth herein and in:

Section I – General Provisions
Section II – Special Provisions
Section III – Work Statement
Section IV – Compensation
Section V – Attachments
Section VI – Exhibits

Contractor Rep: Sheryl Steele, Family Services Manager
Phone: 623-333-2717
Address: Care1st Avondale Resource and Housing Center
328 W. Western Avenue, Avondale, AZ 85323
E-Mail: ssteele@avondaleaz.gov

Maricopa County: Rachel Milne, Assistant Director
Phone: 602-372-1528
Address: 234 North Central, Suite 3000, Phoenix, AZ 85004
E-Mail: Rachel.Milne@maricopa.gov

SECTION I
GENERAL PROVISIONS



Maricopa County
Human Services Department

1.0 PURPOSE

The purpose of this Agreement is for the Contractor to provide services to include temporary emergency shelter services, outreach, and case management to people experiencing homelessness in Avondale. The County shall provide funding to the Contractor for service delivery. The funding for services shall be on a reimbursement basis to the Contractor. Services eligible for reimbursement are identified in Section III, Work Statement.

2.0 TERM/EFFECTIVE DATE/RENEWAL LIFE OF THE AGREEMENT

- 2.1 The term of this Agreement is from July 1, 2019 to June 30, 2020. The Agreement is effective when executed by all of the Parties. The Agreement may be extended for three (3) additional one-year terms, upon written agreement of the Parties.
- 2.2 The Contractor shall not provide services prior to Agreement term commencing or after the end date of the Agreement. (No billable activity outside of the effective dates).
- 2.3 Upon execution of this Agreement and incurring allowable expenses within the Agreement term, the Contractor shall invoice the County per Section IV, Compensation, under this Agreement.

3.0 AMENDMENTS

All Amendments to this Agreement shall be in writing and signed by authorized signers for both Parties.

4.0 TERMINATION

- 4.1 Pursuant to A.R.S. §38-511, the Parties may cancel this Agreement without penalty or further obligation within three years after execution of the Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Party is at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other Party to the Agreement in any capacity or consultant to any other Party of the Agreement with respect to the subject matter of the Agreement. Additionally, pursuant to A.R.S. § 38-511 the Party may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Party from any other Party to the Agreement arising as the result of the Agreement.
- 4.2 Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by the Board of Supervisors under the Availability of Funds provision). The notice shall be given by personal delivery or by registered or certified mail, postage prepaid and returned receipt requested to the persons at the addresses set forth on page one of this Agreement.
- 4.3 This Agreement may be terminated by mutual written agreement of the Parties specifying the termination date therein.
- 4.4 The County has the right to terminate this Agreement upon twenty-four (24) hour notice when the County deems the health or welfare of the service recipients are endangered or Contractor's non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Agreement will terminate upon the expiration of the term of this Agreement stated on the Page One of this Agreement.
- 4.5 In accordance with 2 CFR § 200, *et seq.*, County may suspend or terminate this Agreement if Contractor violates any term or condition of this Agreement or if Contractor fails to maintain a good faith effort to carry out the purpose of this Agreement.
- 4.6 Either Party may terminate this Agreement for convenience in accordance with 2 CFR § 200, *et seq.*. The Parties shall agree upon the termination conditions including the effective date of the termination. The Party initiating the termination shall notify the other Party in writing stating the reasons for such termination.
- 4.7 The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 4.7.1 Perform the services within the time specified in this Agreement or any extension;
 - 4.7.2 Make progress, so as to endanger performance of this Agreement; or
 - 4.7.3 Perform any of the other provisions of this Agreement.
- 4.8 The County's right to terminate this Agreement may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Director specifying the failure.

5.0 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

- 5.1 Notice is given that pursuant to A.R.S. § 38-511 Parties may cancel this Agreement without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of such Party is at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, pursuant to A.R.S. § 38-511 either party may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the said party from any other party to the Agreement arising as the result of the Agreement.

6.0 EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement is in conflict with the General Provisions or the Special Provisions, the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions, or Work Statement, the Compensation Provisions shall control. Nothing herein shall operate to increase the Operating Budget without a written amendment thereto.

7.0 DEFINITIONS

As used throughout this Agreement, the following words and terms shall have the following meanings:

- 7.1 **Assistant Director** means the means the Assistant Director of the Community Services Division of the Maricopa County Human Services Department.
- 7.2 **Department** means the Maricopa County Human Services Department.
- 7.3 **Director** means the Director of the Maricopa County Human Services Department.
- 7.4 **Division** means the Community Services Division (CSD) of the Maricopa County Human Services Department.
- 7.5 **Equipment** means all vehicle, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$5,000 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities' improvement).
- 7.6 **Subcontract** means any Contract/Agreement entered into by the Contractor with a third party for performance of any of the work or the provision of any of the services under this Agreement.
- 7.7 **Subcontractor** means an entity employed by or funded through the Contractor to perform any of the work or provide any of the services under this Agreement.
- 7.8 **Vulnerable Adult** means an individual who is eighteen years of age or older and who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment. Vulnerable adult includes an incapacitated person as defined in A.R.S. 14-5101.
- 7.9 **Work Statement** means Section III of this Agreement which describes the services to be delivered under this Agreement.

8.0 GENERAL REQUIREMENTS

- 8.1 The terms of this Agreement shall be construed in accordance with Arizona law. Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.
- 8.2 The Contractor shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation.
- 8.3 The Contractor is an independent contractor in the performance of all work and the provision of all services under this Agreement and Contractor shall not be considered an officer, employee, representative, or agent of the County.
- 8.4 The Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust or other organization that has a substantial interest in Contractor's organization or with which Contractor (or any of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made full written disclosure of the proposed payments to the County and has received written approval therefore.
- 8.5 For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

9.0 SUBCONTRACTING

No right, liability, obligation or duty under this Agreement may be assigned, delegated or subcontracted, in whole or in part, without the prior written approval of the County. Contractor shall bear all liability under this Agreement, even if it is assigned, delegated, or subcontracted, in whole or in part, unless the County agrees otherwise.

10.0 AVAILABILITY OF FUNDS

- 10.1 The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Contractor, as provided herein, are actually available to the County for disbursement. The Director shall be the sole authority in determining the availability of funds under this Agreement and the County shall keep the Contractor fully informed as to the availability of funds.
- 10.2 If any action is taken by any State agency, federal department or any other agency or instrumentality to suspend, decrease or terminate its fiscal obligation under, or in connection with this Agreement, the Parties may amend, suspend, decrease or terminate its obligations under or in connection with this Agreement. In the event of termination, the Parties shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The Parties shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.

11.0 BUDGET ADJUSTMENTS

Any requests for reasonable budget adjustments shall be submitted ninety (90) days prior to the expiration date of this Agreement. Requests for financial adjustments to this Agreement shall be supported by appropriate documentation. If the County agrees to the budget adjustments, the County shall follow section 4 of this Agreement to amend this Agreement.

12.0 DISPUTES

- 12.1 Except as may otherwise be provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, which shall not exceed one hundred twenty (120) days. Disputes which are not resolved in

that time period, shall be submitted in accordance with the following formal dispute resolution process.

- 12.2 If a dispute cannot be resolved informally, the Contractor shall notify the Department in writing by mailing notice of the dispute to the Assistant Director within ten (10) working days from expiration of the informal dispute resolution process described in paragraph 1 above. The Assistant Director, as applicable, shall respond in writing to the Contractor within fourteen (14) working days of receipt of the Contractor's written notice. The decision of the Assistant Director shall be final and conclusive unless, within seven (7) working days from the date the Contractor receives the decision, Contractor with a written response within fourteen (14) working days following receipt of the Contractor's notice of appeal. The decision of the Director shall be final.

- 12.3 Pending a final decision of the Director, the Contractor shall proceed diligently with the performance of this Agreement in accordance with the Assistant Director's decision.

13.0 SEVERABILITY

Any provision of this Agreement that is determined to be invalid, void or illegal by a court shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions shall remain in full force and effect.

14.0 STRICT COMPLIANCE

The County's acceptance of Contractor's performance that is not in strict compliance with the terms of this Agreement shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.

15.0 NON-LIABILITY

The County, its officers, representatives, agents and employees shall not be liable for any act or omission by Contractor, or any Subcontractor or any officer, representative, agent, or employee of the Contractor or any Subcontractor that relates to this Agreement, and shall not be liable for any purchases or contracts made by Contractor, any Subcontractor, or any officer, representative, agent, or employee of Contractor or any Subcontractor, in connection with this Agreement.

16.0 INDEMNIFICATION

- 16.1 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 the negligent performance of this Agreement, 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.

- 16.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

- 16.3 The scope of this indemnification does not extend to the sole negligence of County.

17.0 INSURANCE REQUIREMENTS

- 17.1 Contractor, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies who are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

- 17.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Agreement.
- 17.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 17.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect County.
- 17.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 17.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Agreement.
- 17.7 The insurance policies required by this Agreement, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's.
- 17.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 17.9 The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the County, 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).
- 17.10 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 17.11 **Commercial General Liability:**
- 17.11.1 Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 17.12 **Workers' Compensation:**
- 17.12.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Agreement; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.
- 17.12.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Agreement.

17.13 Sexual Molestation And Physical Abuse:

17.13.1 When services involve working with these groups of individuals, the insurance requirements in the Agreement need to be revised to include coverage for "sexual molestation and physical abuse". Coverage for this type of claim, or allegation, is excluded from standard general liability policies. Therefore, Contractor whose services include working with and/or caring for children/elderly and disabled persons should have their policies specifically endorsed to include this coverage.

17.14 Commercial General Liability – Occurrence Form:

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

17.15 The policy shall be endorsed to include coverage for physical/sexual abuse and molestation.

17.16 The policy shall be endorsed to include the following additional insured language: "(Maricopa County), its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

17.17 Minimum Limits:

General Aggregate	\$4,000,000
Each Occurrence Limit	\$2,000,000
Sexual Abuse/Molestation	\$2,000,000

17.18 Certificates of Insurance:

17.18.1 Upon Agreement execution, Contractor shall furnish the County with valid and complete certificates of insurance or formal endorsements as required by the Agreement, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement number and title.

17.18.2 Prior to commencing work or services under this Agreement, Contractor shall have insurance in effect as required by the Agreement in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. By signing the agreement page the Contractor agrees to this requirement and failure to meet this requirement will result in cancellation of agreement.

17.18.3 In the event any insurance policy(ies) required by this Agreement is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

17.18.4 If a policy does expire during the life of the Agreement, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

17.19 Cancellation and Expiration Notice:

17.20 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

17.21 If the Contractor provides professional or semi-professional personal services under this agreement for which malpractice or professional liability coverage is available, such as medical, psychiatric, or legal services, Contractor shall carry minimum liability coverage of \$2,000,000 each occurrence and provide the County with proof of coverage.

17.22 Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor.

All coverages for subcontractors shall be subject to the minimum requirements identified above.

17.23 Approval:

17.23.1 Any modification or variation from the insurance requirements in any Agreement must have prior approval from the County whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

17.24 EXCEPTION: In the event the Contractor(s) is a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.

18.0 SINGLE AUDIT ACT REQUIREMENTS

Contractors in receipt of federal funds through the County are subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. §§ 7501, *et seq.*). Contractor shall comply with 2 CFR 200 Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County within the twelve (12) months following the close of the fiscal year. Contractor shall take corrective actions within six (6) months of the date of receipt of the reports. The County shall consider sanctions as described in 2 CFR 200.505 for Contractor's in non-compliance with the audit requirements.

19.0 AUDIT DISALLOWANCES

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. The County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

20.0 LOBBYING

20.1 Contractor warrants no federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

20.2 If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

21.0 RELIGIOUS ACTIVITIES

Contractor warrants that none of its costs and none of the costs incurred by any of its Subcontractors will include any expense for any religious activity.

22.0 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services contributed by the County or Contractor under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

23.0 COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or entity has been employed or retained by it to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

24.0 SAFEGUARDING OF PARTICIPANT INFORMATION

24.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contracted services. To the extent permitted by law, the Contractor shall release information to the County, Department, Attorney General's Office or other designated agency as required by the County by the terms of this Agreement or by law.

24.2 The Contractor shall comply with the requirements of the Arizona Address Confidentiality Program, A.R.S. § 41-161 *et. seq.* the Department will advise the Contractor as to applicable policies and procedures adopted for such compliance.

25.0 RIGHTS IN DATA

The County shall have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Either Party shall supply to the other Party, upon request, any available information that is relevant to this Agreement and to the performance hereunder.

26.0 COPYRIGHTS

If this Agreement results in a book or other written material, the author is free to copyright the work, but the County reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use, all copyrighted material and all material that may be copyrighted as a result of this Agreement.

27.0 PATENTS

Any discovery or invention arising out of, or developed in the course of, work under this Agreement shall be promptly and fully reported to the County for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

28.0 WARRANTY OF SERVICES

28.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Agreement, including all descriptions, specifications and attachments made a part of this Agreement. The County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

28.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Agreement in the manner and to the same extent as services originally furnished hereunder.

29.0 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

29.1 The Contractor shall, during the term of this Agreement, within 15 days from acceptance, inform the Assistant Director in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. The Contractor's failure to

notify the County of any such agreement shall be a breach of this Agreement and the County may immediately terminate this Agreement without liability.

- 29.2 The Assistant Director may request, and Contractor shall provide within a reasonable time, which shall not exceed ten (10) working days, a copy of all such other agreements or grants, when, in the opinion of the Assistant Director, the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement.
- 29.3 If the Assistant Director determines that the award to Contractor of such other agreements or grants has affected the costs being paid or reimbursed under this Agreement, the Assistant Director shall prepare an amendment to this Agreement effecting a cost adjustment. If the Contractor disputes the proposed cost adjustment, the dispute shall be resolved pursuant to the "Disputes" section of this Agreement.

30.0 AGREEMENT COMPLIANCE MONITORING/AUDITING

- 30.1 The County will annually monitor the Contractor's compliance for fiscal and programmatic performance under the terms and conditions of this Agreement and applicable regulations promulgated by the U.S. Department of Health and Human Services Office: Administration for Children and Families, Arizona Department of Economic Security and Maricopa County. On-site visits for compliance monitoring may be made by the County and/or its grantor agencies at any time during the Contractor's normal business hours, announced and/or unannounced. For auditing purposes, the County shall provide Contractor with a 30-day advance notice of proposed on-site visit. During an on-site visit(s), the Contractor shall make all of its records and accounts related to work performed or services provided under this Agreement available to the County for inspection and copying.
- 30.2 The County shall request information for fiscal monitoring/audit per Office of Management and Budget (OMB) Uniform Guidance 2 CFR § 200, to include:
- 30.2.1 Financial Management 2 CFR § 200.302
 - 30.3 Internal Controls 2 CFR § 200.303
 - 30.4 Bonds 2 CFR § 200.304
 - 30.5 Payment and Financial Reporting 2 CFR § 200.305
 - 30.6 Cost Sharing or Matching 2 CFR § 200.306
 - 30.7 Program Income 2 CFR § 200.307
 - 30.8 Revision of Budget and Program Plans 2 CFR § 200.308
 - 30.9 Period of Performance 2 CFR § 200.309
 - 30.10 Insurance Coverage 2 CFR § 200.310
 - 30.11 Record Retention and Access 2 CFR § 200.31
 - 30.12 Procurement Standards 2 CFR § 200.318
 - 30.13 Indirect Costs 2 CFR § 200.414
 - 30.14 Compensation-Personal Services 2 CFR § 200.430
 - 30.15 Audit Requirements 2 CFR § 200.501-200.517

31.0 MINIMUM WAGE REQUIREMENTS

The Contractor warrants that it shall pay all its employees who are performing work or providing services under this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, et seq.) by law, regulation or Executive Order 13658.

32.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this

definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the Agreement. The provision applies to work performed by subcontractors at all tiers.

33.0 GRIEVANCE PROCEDURE

The Contractor shall establish a system through which applicants for and recipients of services may present grievances and may take appeals about eligibility and other aspects of Contractor's work under this Agreement. The grievance procedure shall include provisions for notifying the applicants for and recipients of services of their eligibility or ineligibility for service and their right to appeal to the County if the grievance is not satisfied by Contractor.

34.0 NON-DISCRIMINATION

The Contractor, in connection with any service or other activity under this Agreement, shall not in any way, discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Contractor shall include this clause in all of its Subcontracts.

35.0 EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex sexual identity, gender identity, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, sexual identity, gender identity or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall, to the extent such provisions apply, comply with Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, et seq.); the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, et seq.); the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, et seq.); the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.); and Executive Orders 11375 amending Executive Order 11246 and implementing regulations at 41 CFR part 60, as well as, Arizona Executive Order 99-4, which mandates that all persons shall have equal access to employment opportunities.

36.0 FINANCIAL MANAGEMENT

Contractor shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or shall establish an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to Contractor. All interest earned on the account shall be disbursed in a manner specified by the County in accordance with applicable State and federal regulations. Contractor shall provide a signed bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, it shall be in accordance with generally accepted accounting principles.

37.0 RETENTION OF RECORDS

37.1 This provision applies to all financial and programmatic records, supporting documents, statistical records and other records of Contractor that relate to this Agreement.

37.2 The Contractor shall retain all records related to this Agreement for six (6) years after final payment or until after the resolution of any audit questions, which could be more than six (6) years, whichever is longer. The County, federal and State auditors, and any other persons duly authorized by the County shall have full access to and the right to examine, copy and make use of any and all of the records.

38.0 ADEQUACY OF RECORDS

If Contractor's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants, Contractor shall reimburse the County for the services not supported and documented.

39.0 EQUIPMENT PURCHASES

Procurement of equipment with funds received under this Agreement and for a cost equal to or greater than \$1000, is prohibited under this Agreement.

40.0 MATERIAL AND SUPPLIES

- 40.1 Material 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.
- 40.2 Procurement of equipment with a cost less than \$1000 is considered materials and supplies.
- 40.3 Individual procurements, purchased with funds provided under this Agreement, of less than \$300 require oral price quotations from two (2) or more vendors. The Contractor shall keep and maintain a record of the vendors' verbal quotations.
- 40.4 Individual procurements equal to or in excess of \$300 but less than \$1000, purchased with funds provided under this Agreement, are subject to a system of written quotes. Contractor shall keep and maintain a record of the vendors' written quotations.
- 40.5 The Contractor shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Agreement.
- 40.6 If the Contractor is a public agency, Contractor's own bidding procedures shall govern, as long as the procurement practices comport with federal law.

41.0 PROPERTY

- 41.1 Any County property furnished or purchased pursuant to the terms of this Agreement shall be utilized, maintained, repaired, and accounted for in accordance with instructions furnished by the County, and title to all such property shall revert to the County upon the expiration or termination of this Agreement. The costs to repair such property are the responsibility of Contractor within the limits budgeted herein.
- 41.2 Any Contractor property furnished or purchased pursuant to the terms of the Contract shall be utilized, maintained, repaired and accounted for by the Contractor. Repair costs of such property shall be the responsibility of the Contractor.

42.0 IMMIGRATION LAWS AND REGULATIONS**42.1 Federal Immigration and Nationality Act**

- 42.1.1 The Contractor understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Contractor agrees to comply with the IRCA in performing under this Agreement and to permit the County to inspect personnel records to verify such compliance.
- 42.1.2 By entering into this Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the Assistant Director upon request. These warranties shall remain in effect through the term of the Agreement. The Contractor and their subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

42.1.3 The Contractor may request verification of compliance for any employee or subcontractor performing work under the Agreement. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, then the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor or its subcontractor.

42.2 **Arizona Law:** The Contractor warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges:

42.2.1 That Contractor and its subcontractor, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

42.2.2 That a breach of a warranty under subsection 1 above, shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability;

42.2.3 That the County and any contracting government entity retains the legal right to inspect the papers and employment records of any Subrecipient or Vendors employee who works on this Agreement to ensure that the Subrecipient or Vendors is complying with the warranty provided under subsection 1 above and that the Subrecipient agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

43.0 **DRUG FREE WORKPLACE ACT**

Contractor shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that Contractors and grantees of federal funds must certify that they will provide drug-free workplaces. This certification is a precondition to receiving a grant or entering into this Agreement.

44.0 **GOVERNOR'S EXECUTIVE ORDER NO. 88-26**

Contractor shall use the Arizona Taxonomy of Human Services for reporting and contracting purposes.

45.0 **EMPLOYMENT DISCLAIMER**

45.1 This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

45.2 The Contractor agrees that no individual performing under this Agreement on behalf of Contractor may be considered a County agent, employee, or representative and that no rights of County civil service, County retirement, or County personnel rules shall accrue to or apply to any such individual. Contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and Contractor shall indemnify, defend and hold harmless the County with respect thereto.

45.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered a City agent, employee, or representative and that no rights of City civil service, City retirement, or City personnel rules shall accrue to or apply to any such individual. The County shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and the County shall indemnify, defend and hold harmless the City with respect thereto.

46.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, VOLUNTARY EXCLUSION

- 46.1 The undersigned, by signing this Agreement, represents that he/she has the authority to bind Contractor to the terms of this Certification. Contractor, as the primary participant in accordance with 45 C.F.R. Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 46.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 46.1.2 Have not within a 3-year period preceding the Start Date of this Agreement, been convicted of or had a civil judgment rendered against them for (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; (2) the violation of any federal or State antitrust statutes or (3) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 46.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with the commission of any of the offenses enumerated in subparagraph 2 above; and
 - 46.1.4 Have not, within a three-year period preceding this Start Date of this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
- 46.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.

47.0 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

- 47.1 The Contractor agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;
- 47.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request; and
- 47.3 Contractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

SECTION II
SPECIAL PROVISIONS



Maricopa County
Human Services Department

1.0 STANDARDS

Contractor shall perform the work and provide the services as identified in Section III, the Work Statement, and shall immediately notify the County whenever the Contractor is unable to, or anticipates an inability to, perform any of the work or provide any of the services required by the terms of this Agreement.

2.0 FEES AND PROGRAM INCOME

The Contractor shall not impose fees or charges of any kind upon recipient for contracted services.

3.0 COMPLIANCE WITH LAWS, RULES & REGULATIONS

The Contractor shall comply with all applicable laws, rules, and regulations, without limitation, to those designated within this Agreement.

4.0 IT 508 COMPLIANCE

Unless specifically authorized in the Agreement, any electronic or information technology offered to the County under this Agreement shall comply with A.R.S. § 41-3531 and § 41-3532 as may be amended, and Section 508 of the Rehabilitation Act of 1973, which requires the employees and members of the public shall have access to use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

5.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH CENTRAL REGISTRY

The Contractor shall comply with, and shall ensure that all Contractor's employees, independent contractor, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to Background Checks for Employment through Central Registry that relate to Agreement performance:

5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Agreement.

5.2 Contractor shall conduct ADES Central Registry Background Checks on all staff that provide services under this Agreement.

5.3 The information contained in the Central Registry will be used as a factor to determine staff qualifications for positions that provide direct service to juveniles or vulnerable adults as follows:

5.3.1 Any person, their employees or volunteers who apply for a contract with the County;
or

5.3.2 All employees of the Contractor; or

5.3.3 A subcontractor of the Contractor and the subcontractor's employees; and

5.3.4 Prospective employees of the Contractor or its subcontractor at the request of the prospective employer.

5.4 Volunteers who provide direct services under this Agreement shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

5.5 A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.

5.6 **Before being employed or volunteering** in a position that provides direct services under this Agreement, individuals shall certify on forms provided by ADES whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

- 5.7 A person awaiting receipt of the Central Registry Background Check may provide direct services to clients after completion and submittal of the Direct Service Position certification form if the certification states:
- 5.7.1 The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
- 5.7.2 The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding. The Certification for Direct Service Position form CCA-1228A is located at: <https://des.az.gov/digital-library/direct-service-position-certification-form>
- 5.8 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services under this Agreement.
- 5.9 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Agreement. Background Checks form CCA-1211A can be located on the Arizona Department of Economic Security website: <https://des.az.gov/documents-center?qt-content-tab=0>
- 5.10 The Contractor shall provide verification of Background Check clearance of staff, if requested by the County.

6.0 FINGERPRINTING

- 6.1 The Contractor shall comply with, and shall ensure that all Contractor's employees, independent contractor, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprinting clearance cards, certification regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
- 6.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certification regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Agreement. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.
- 6.3 To the extent A.R.S. §§ 46-141 is applicable to Agreement performance or the services provided under this Agreement, the following provisions apply:
- 6.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within (7) seven working days of employment.
- 6.3.2 Except as provided in A.R.S. § 46-141, this Agreement may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in the State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- 6.4 The Contractor shall provide verification of Fingerprint clearance of personnel, if requested by the County.

7.0 DUNS NUMBER AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION

Funding for activities under this Agreement are provided through federal funds. All Contractors that receive federal funding must obtain a Data Universal Numbering System (DUNS) number through

<http://fedgov.dnb.com/webform> The Contractor must also register and remain current with the System for Award Management (SAM) www.sam.gov/SAM/ a database of basic business information for contractors that receive federal funds. The Contractor shall provide their DUNS Number to the County.

8.0 CONTRACTOR CHANGES

The Contractor is required to notify the Assistant Director, in writing, within fifteen (15) calendar days, of any changes in the following:

- 8.1 The number of staff or the identity of staff funded with this Agreement
- 8.2 Agency authorized signatory
- 8.3 Agency address, phone, fax or email addresses
- 8.4 Person to whom Agreement notices should be sent
- 8.5 Any variation of insurance required by this Agreement

9.0 REALLOCATION OF FUNDING

Should additional funds become available during the term of the contract period, the County reserves the right to allocate these funds and proportionate services in this Agreement. Allocations may be adjusted based on documented client need, census determinations, or over, under or non-performance by the Contractor. Any changes to the budget will be made through an Amendment as identified in section 4.0.

10.0 BUDGET ADJUSTMENTS, CHANGE ORDERS, AND AMENDMENTS

- 10.1 Contractor's budget or Work Statement described herein may be revised through a formal Amendment to the Agreement.
- 10.2 Budget Adjustments: If changes do not result in an increase or reduction of the total contract budget amount and result in more than a 10% change in a budget category, changes will take place with budget Change Orders to be executed, approved and signed by both the Department Director and Contractor.
- 10.3 Changes that result in an increase or decrease in the total Agreement budget will require a formal amendment pursuant to section 4 of the General Provisions.
- 10.4 The Department Director may, at any time, make changes to the general scope of this Agreement via a written Change Order for any of the following reasons:
 - 10.4.1 Specific program rules, regulations, application procedures; and
 - 10.4.2 Minor work statement revision; and
 - 10.4.3 Administrative requirements such as reporting criteria.
- 10.5 Any dispute or disagreement resulting from such written changes or budget Change Orders shall constitute a dispute within the meaning of the dispute clause of the Agreement's General Provisions and shall be adjusted accordingly.

11.0 EVALUATION

- 11.1 The County may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this Agreement.
- 11.2 As requested by the County, the Contractor shall participate in program evaluations relative to impact in support of County goals.

12.0 COOPERATION IN TRAINING, STRATEGIC PLANNING, NEEDS ASSESSMENT, OUTCOME MEASUREMENT INITIATIVES

The Contractor shall cooperate in needs assessments, strategic planning, training required by Department and outcome measurement initiatives, as reasonably requested by the County.

13.0 DISALLOWED COSTS

- 13.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 2011), including later amendments and editions on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under Agreement provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with County funds.
- 13.2 The Contractor shall follow cost principles as outlined in Office of Management and Budget (OMB) Uniform Guidance 2 CFR § 200.

14.0 PAYMENT RECOUPMENT

- 14.1 The Contractor shall reimburse the County upon demand, or the County may deduct from future payments, the following:
- 14.1.1 Any amounts received by the Contractor from the County for contract services which have been inaccurately reported or are found to be unsubstantiated.
 - 14.1.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by the County.
 - 14.1.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the Substantial Interest section of these terms and conditions.
 - 14.1.4 Any duplicate amounts paid by the County for services covered or reimbursed by other specific grants, contracts, or payments.
 - 14.1.5 Any amounts expended for items or purposes determined unallowable by the County upon reimbursement by the County of such costs to the Contractor; see the "Disallowed Costs" clause of these Special Provisions.
 - 14.1.6 Any amounts paid by the County for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform Agreement services.
 - 14.1.7 Any amounts received by the Contractor from the County which are identified as a financial audit exception.
 - 14.1.8 Any amounts paid or reimbursed in excess of the Agreement or service reimbursement ceiling.
 - 14.1.9 Any payments made for services rendered before the Agreement begin date or after the Agreement termination date.
 - 14.1.10 Any amounts identified as a financial audit exception.

15.0 RESPONSIBILITY FOR REPAYMENT OF DIRECT SERVICE FUNDS

Should program monitoring or application quality assurance review result in findings related to direct service funds being paid for ineligible individuals or in amounts above allowable program limits, the Contractor shall repay those funds to the County upon written notification by the Assistant Director.

16.0 OFFSET FOR DAMAGES

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the Agreement.

17.0 RECOGNITION OF COUNTY SUPPORT

Contractor shall give recognition to the County and the funding source for their support when the Contractor publishes materials or releases public information that is paid for in whole or in part with funds received by Contractor under this Agreement.

18.0 COMPUTER SOFTWARE POLICY

The Contractor shall comply with Federal copyright laws applicable to software licenses. In addition, all policies and agreements between the County and the Contractor related to Agreement equipment, software, internet accessible database system, and access shall be implemented and monitored. Annually, contractors will be required to submit an inventory of all County provided hardware and software to the Assistant Director.

19.0 CLEAN AIR ACT & CLEAN WATER ACT

The Contractor must be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.1857(h)),section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

20.0 SUBSTANTIAL INTEREST DISCLOSURE

- 20.1 The Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the County.
- 20.2 Leases or rental agreements of property shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 20.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.

21.0 RESPONSIBILITY FOR PAYMENTS INDEMNIFICATION

The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurrent in the furtherance of the performance or the arising out of the Agreement and will indemnify and save the County harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the County's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.

SECTION III
WORK STATEMENT



Maricopa County
Human Services Department

1.0 SCOPE OF WORK

1.1 IHELP Case Worker (\$22,000)- Maricopa County will provide \$22,000 in funds for support of a full-time case worker for the IHELP program. These funds will increase the case management available to clients that are being served in the IHELP program that is operated in the City of Avondale. These services should increase the positive exits from IHELP and decrease the length of stay, resulting in an increase the number of people served through the IHELP program.

1.1.1 Program Components:

- 1.1.1.1 Establish and maintain eligible homeless certification within 72 hours of entry.
- 1.1.1.2 Provide written policies and procedures for Case Management program including eligibility criteria, enrollment and assignment protocols.
- 1.1.1.3 Documents for housing readiness and coordination are collected and maintained for all clients enrolled in Case Management service.
- 1.1.1.4 Contractor shall enter client information into Homeless Management Information Systems ("HMIS") or other CoC approved comparable database in accordance with CoC timeliness standard.
- 1.1.1.5 Case managements services will be available to IHELP clients a minimum of 5 nights a week in the first 3 months of operating year 2019-2020.
- 1.1.1.6 Case management will serve 100% of people in the IHELP program, which is estimated to be 75 individuals in program year 2019-2020.

1.2 Avondale Homeless Support Specialist (\$63,000)- Maricopa County will provide \$60,000 in funds for a full time Avondale Homeless Support Specialist for the City of Avondale and \$3,000 for the equipment associated with the position. The specialist will coordinate services and resources for those experiencing homelessness in Avondale and the surrounding areas. The specialist will coordinate with the Avondale Police Department on coordinated outreach and provide support to the Police Department when they engage with anyone that is experiencing homelessness. The specialist will participate in applicable Continuum of Care (CoC) meetings and best practices. Maricopa County will assist the City of Avondale in obtaining HMIS access.

1.2.1 Program Reports: Contractor's monthly payment request for reimbursement is due on the 15th day following the end of the month being reported (i.e. February 15th for January report) and will include:

- 1.2.1.1 Contract Payment Request
- 1.2.1.2 HMIS 0323 Demographic Report
- 1.2.1.3 HMIS 0550 Exit Destination Report
- 1.2.1.4 CSBG Report (Attachment A)
- 1.2.1.5 Contractor will provide any other report as requested by the County including aggregate or client level data, through the HMIS System and according to approved CoC Data Sharing agreements. Such reporting shall be for the purposes of improving access to service. MCHSD reserves the right to add, remove or revise reporting requirements at its discretion.
- 1.2.1.6 Contractor will provide read only access to the project in HMIS for the purpose of monitoring client files no more than once per quarter. Contractor is responsible for notifying HMIS Lead Agency and granting access to Funder within 3 business days of monitoring notice.

- 1.3 Homeless Navigation Services (\$15,000)**-Maricopa County will provide \$15,000 in funds to provide additional navigation services that are currently operated by Phoenix Rescue Mission (PRM). PRM currently operates 32 hours a month in Avondale and these funds will provide a dedicated Outreach Team for the city. PRM will support the Homeless Support Specialist through transportation of clients, entering VISPDAT scores into HMIS, connection to PRM resources, etc. PRM will work with a minimum of 100 clients and it is anticipated that 50% will accept services.
- 1.3.1 Program Reports- Contractor's monthly payment request for reimbursement is due on the 15th day following the end of the month being reported (i.e. February 15th for January report) and will include:
- 1.3.1.1 Contract Payment Request
 - 1.3.1.2 HMIS 0323 Demographic Report
 - 1.3.1.3 HMIS 0550 Exit Destination Report
 - 1.3.1.4 CSBG Report (Attachment A)
- 1.4** Contractor will provide any other report as requested by the County including aggregate or client level data, through the HMIS System and according to approved CoC Data Sharing agreements. Such reporting shall be for the purposes of improving access to service. MCHSD reserves the right to add, remove or revise reporting requirements at its discretion.
- 1.5** Contractor will provide read-only access to the project in HMIS for the purpose of monitoring client files no more than once per quarter. Contractor is responsible for notifying HMIS Lead Agency and granting access to Funder within 3 business days of monitoring notice.

SECTION IV
COMPENSATION



Maricopa County

Human Services

1.0 COMPENSATION

Subject to the availability and authorization of funds for the explicit purposes set forth in this Agreement, County shall pay the Contractor compensation for services rendered.

2.0 REIMBURSEMENT

- 2.1 Effective July, 2019 through June 30, 2020, Contractor shall be reimbursed as set forth under this Agreement.
- 2.2 During the term of this Agreement, the maximum amount of compensation due to the Contractor from the County, for any and all services performed by the Contractor for the obligations and duties herein, shall not exceed the amount(s) in Attachment B.

3.0 COST REIMBURSEMENT

- 3.1 Monthly Payments shall be made to the contractor upon receipt of the following documentation:
- 3.2 Expenses for the Surprise West Valley shelter operating costs will be directly reimbursed for 12 months.
- 3.3 Documentation Required is due by the 15th calendar day of the following month.
- 3.4 The Contractor shall submit a monthly Payment Request using the attached Financial Claim Form to MCHSD/CDD before payment(s) can be made by the County.
- 3.5 Sufficient backup shall also be attached to the Claim, such as a General Ledger or detailed Expenditure Report, with the included charges circled or highlighted.
- 3.6 Submit all reports to: Maricopa County Human Services Department, Community Development Division Attn: Assistant Director, 234 N. Central Avenue, Suite 3000, Phoenix, AZ 85004. At the County's discretion, reports may be emailed by the Contractor upon receipt of specific County contact information.
- 3.7 The County shall reimburse the Contractor on a net "0" payment standard.

4.0 FUNDING

- 4.1 Funding allocations are based on a funding formula as accepted by the Human Services Department Community Services Commission.
- 4.2 The Catalog of Federal Domestic Assistance (CFDA) is a government-wide collection of Federal programs, projects, services, and activities that provide assistance or benefits to the American public. The CFDA contains financial and nonfinancial assistance programs administered by departments and establishments of the Federal government.
- 4.3 Activities and programs to be administered under this Agreement shall be funded through the following CFDA funds:
- 4.4 93-569 Community Services Block Grant (CSBG)
- 4.5 Subject to the availability and authorization of funds, the anticipated funding for this Agreement is \$100,000

SECTION V
ATTACHMENTS



Maricopa County
Human Services Department

ATTACHMENT A – CSBG Reporting Requirements

Community Service Block Grant (CSBG) Report

Module 3, Section B: Community National Performance Indicators (CNPIs)
Housing Indicators

CSBG Goal #2: Communities where people with low incomes live are healthy and offer economic opportunity

<i>Counts of Change for Housing Indicators</i>	
CNPI 4c	Number of shelter beds <u>created</u> in the identified community.
CNPI 4d	Number of shelter beds <u>maintained</u> in the identified community.

<i>Rates of Change for Housing Indicators</i>	
CNPI 4i	Percent increase of <u>shelter beds</u> in the identified community.

Module 4, Section A: Individual and Family National Performance Indicators
Housing Indicators

Goal 1: Individuals and Families with low-incomes are stable and achieve economic security

FNPI 4a	The number of households experiencing homelessness who obtained <u>safe temporary shelter</u> .
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ATTACHMENT B - OPERATING BUDGET

			ATTACHMENT 1 BUDGET			
CONTRACT SERVICE:	Avondale Homelessness Services	CONTRACT PERIOD	7/1/19 - 6/30/20	NAME:	City of Avondale	
I.	PERSONNEL					
Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	% Allocated Service MCHSD Percentage	TOTAL SERVICE COST	COUNTY COST
1	1.00	Homeless Support Specialist	\$ 60,000.00	100%	\$60,000.00	\$0.00
						\$60,000.00
						\$0.00
1				TOTAL:	\$60,000.00	\$60,000.00
II.	EQUIPMENT					
	ITEM	BASIS			TOTAL COST	COUNTY COST
	Computer, phone, IT related needs				\$3,000.00	\$3,000.00
					\$3,000.00	\$3,000.00
III.	PROFESSIONAL AND OUTSIDE SERVICES					
	ITEM	BASIS			TOTAL COST	COUNTY COST
	IHELP Case Worker				\$22,000.00	\$22,000.00
	Homeless Navigation Services - Phoenix Resuce Mission				\$15,000.00	\$15,000.00
				TOTAL:	\$37,000.00	\$45,000.00
			TOTAL DIRECT COST:		\$100,000.00	\$100,000.00
			SUBTOTAL ADMIN COST:		\$0.00	\$0.00
			TOTAL SERVICE COST:		\$100,000.00	\$100,000.00

CITY COUNCIL REPORT

SUBJECT: Resolution 3555-619 - Cable Television Systems - Uniform Video Service License Agreements

MEETING DATE: 6/17/2019

TO: Mayor and Council

FROM: Michael Wawro, City Attorney, (623) 333-1511

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to adopt Resolution 3555-619, declaring the City's adoption of the Uniform License Agreement, Application, and Affidavit to comply with Arizona State law governing Video Service License Agreements by providing for a uniform license agreement and a standard form of application and affidavit and declare an emergency. The Council will take appropriate action.

BACKGROUND:

In 2018, the Arizona State Legislature enacted uniform video service license legislation that requires cities and towns to adopt a standard uniform video service license agreement and application for the uniform license by July 1, 2019.

Senate Bill 1140 (Laws 2018, Ch. 331) preempts city and town regulation of the licensing of video service providers and the use of video service. The legislation mandated that cities and towns issue uniform video service licenses to video service providers beginning July 1, 2019. Municipalities are required to adopt a standard license agreement and a standard form of application and affidavit signed by one of the principal executive officers or general partners of the applicant. A video service provider means any person that provides or offers to provide video service over a video service network to subscribers in Arizona and includes incumbent cable operators (those already providing video service in Arizona through a local license on December 31, 2019 who choose to terminate the local license). A.R.S. § 9-1401.

DISCUSSION:Incumbent Cable Operators and Holdover Cable Operators

From January 1, 2020 until June 30, 2020, incumbent cable operators may elect to continue to operate pursuant to the local license or terminate the local license and apply for a uniform video service license. If the incumbent cable operator obtains a uniform video service license, the local license is terminated when the uniform license is issued and the operator operates within the service area defined in the local license. A.R.S. § 9-1412. If the operator does not timely elect to terminate a local license, the person continues to operate the cable system as a holdover cable operator pursuant to the local license. A.R.S. § 9-1413. Following the natural termination of the local license, the holdover cable operator must apply for a uniform video service license at least one month prior to the expiration of the local license.

Application and Affidavit Requirements

The legislation requires the application and affidavit to include the service area, the uniform license agreement provisions, the term of the license, and an agreement to pay any fees and charges. The application and affidavit must be filed with the municipal clerk and must contain the service area where the applicant intends to provide video service, contact information and the date when service will begin (if not an incumbent provider), the term of the license, and an agreement to pay all lawful fees and charges imposed by the municipality. The city or town has fifteen business days to make an initial determination and reject the application and affidavit if incomplete or otherwise deficient (by written notice). A.R.S. § 9-1414.

Uniform Video Service License Agreement

The uniform video services license agreement contains sixteen separate provisions including the date on which the provider expects to provide video services in the area, a description of the service area to be served, a requirement that the provider will pay the license fees and all other lawful charges imposed by cities and towns, and requirements that the provider comply with federal, state and local laws, consumer privacy mandates and public, education and government programming requirements. .A.R.S § 9-1411. The city or town must issue the uniform license to the applicant thirty days after the filing of a completed application and affidavit. .A.R.S § 9-1415.

Adoption of Uniform License Agreement and Related Code Amendment

This request will declare the City's adoption of the aforementioned uniform video service license agreement to comply with the legislative deadline. Additionally, an amendment to the existing City Code Chapter 4.5 - Cable Television System will be adopted at a future date to provide before and after guidance as some agreements may elect to continue with the previous structure and others may elect the new standard. The amendment to the City Code, unlike the Uniform License Agreement, is not required to be adopted by the July 1st legislative deadline.

BUDGET IMPACT:

None.

RECOMMENDATION:

Staff recommends Council adopt a Resolution to comply with Arizona State law governing Video Services License Agreements by providing for a standard uniform video service license agreement and application for the uniform license and declaring an emergency.

RESOLUTION NO. 3555-619

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING A STANDARD FORM OF UNIFORM VIDEO SERVICE LICENSE AGREEMENT AND VIDEO SERVICE LICENSE APPLICATION AND AFFIDAVIT FOR VIDEO SERVICE PROVIDERS; AND PROVIDING FOR SEVERABILITY.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE AS FOLLOWS:

SECTION 1. The Standard Uniform Video Service License Agreement and Video Service License Application and Affidavit, mandated for adoption by the City by the newly enacted Title 9, Chapter 13 of the Arizona Revised Statutes, are hereby approved substantially in the form and substance attached hereto as Exhibit A and Exhibit B and incorporated herein by this reference.

SECTION 2. The Mayor, the City Manager or authorized designee, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Resolution.

SECTION 3: If any section, subsection, sentence, clause, phrase or portion of this resolution or any part of the Standard Uniform Video Service License Agreement and Video Service License Application and Affidavit, adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED, AND ADOPTED by the City Council of the City of Avondale, Arizona, June 17, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3555-619
[Uniform Video Service License Agreement]
See following pages.

Model Uniform Video Service License Agreement

Date of Issuance: _____

This Uniform Video Service License Agreement ("License") is made on the date of issuance hereof by and between the City/Town of _____, an Arizona municipal corporation ("Licensor") and _____, a _____ ("Licensee").

WHEREAS, Licensee has filed a completed application and affidavit under Title 9, Chapter 13, Arizona Revised Statutes ("Licensing Statute"), for Licensor to issue a Uniform Video Service License to Licensee; and

WHEREAS, Licensee is authorized under the laws of the State of Arizona to provide Cable Service.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions. Capitalized terms that are not defined herein have the same meaning prescribed in the Licensing Statute, including A.R.S. Section 9-1401.

2. Licensee Information. The following appear on Exhibit A attached hereto and are incorporated herein by this reference:

2.1 The name of Licensee, its type of entity and its jurisdiction of formation.

2.2 The address and telephone number of Licensee's principal place of business.

2.3 The names, titles and addresses of Licensee's principal executive officers or general partners.

2.4 The names, titles, telephone and fax numbers and email addresses of any persons authorized to represent Licensee before Licensor.

3. Grant of License. Under the Licensing Statute, Licensor hereby issues to Licensee, and Licensee hereby accepts from Licensor, a nonexclusive Uniform Video Service License.

3.1 The Service Area in which this License authorizes Licensee to provide Video Service in the area described on Exhibit B attached hereto and incorporated herein by this reference.

3.2. Licensor grants Licensee authority in the delivery of Video Service to use and occupy, and to construct and operate a Video Service Network in, Highways in the Service Area in compliance with the Licensing Statue and this License .

3.3 Licensee may operate and maintain facilities installed in the Highways in the Service Area to provide services pursuant to and subject to all the following: A.R.S. Section 9-584 and A.R.S. Title 9, Chapter 5.

4. Licensee Compliance with Law. Licensee shall comply with and be subject to:

4.1 All valid and enforceable federal and state laws.

4.2 All generally applicable, nondiscriminatory Local Laws, including highway use, mapping, insurance, performance bonds, security fund, indemnification, letter of credit or similar requirements that apply to the use and occupation of any highway and that conform to the Licensing Statute.

4.3 All public, education and government programming requirements of the Licensing Statute.

4.4 All customer service rules of the Federal Communications Commission under 47 Code of Federal Regulations Section 76.309(c) applicable to Cable Operators.

4.5 All consumer privacy requirements of 47 United States Code Section 551 applicable to Cable Operators.

5. Commencement of Video Service; Revocation. If Licensee is an incumbent cable operator, Licensee shall begin to provide Video Services under this License on the date of issuance of this license. If Licensee is not an incumbent cable operator, Licensee shall provide video service to at least one subscriber within each service area authorized by this License not later than twenty-four months after the date of issuance of this License. Failure of a non-incumbent cable operator to provide video service to at least one subscriber within each service area as set forth above shall result in revocation of this License unless the Licensee establishes to the satisfaction of the City/Town that such failure was for reasons beyond the Licensee's control.

6. License Fee. Licensee is required to pay the License Fees required under the Licensing Statute and all other lawful fees, taxes and charges imposed by Licensor. The initial rate of the License Fee shall be [five (5)] percent.

7. Federal Filing Requirement. Licensee is required to file in a timely manner with the Federal Communications Commission all forms required by that agency before Licensee offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.

8. Term. The term of this License is ten (10) years and shall begin on the date of issuance.

9. Compliance with Law. Licensor and Licensee agree that they are subject to and must comply with the Licensing Statute. This License is subject to A.R.S. Section 38-511.

Licensor

Licensee

[City/Town] of _____, an Arizona
municipal corporation

By: _____
Its: _____
Date: _____

By : _____
Its: _____
Date: _____

ATTEST:

[City/Town] Clerk

APPROVED AS TO FORM:

[City/Town] Attorney

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this _____ day
of _____, 20__ by _____, the _____ of
_____, a _____ on behalf of Licensee.

(Seal)

Notary Public

STATE OF ARIZONA)
) ss.

County of _____)

The foregoing instrument was acknowledged before me this _____ day
of _____, 20__ by _____, Mayor of the [City/Town] of
_____, an Arizona municipal corporation, on its behalf.

(Seal)

EXHIBIT A

[Information about Licensee]

I. Licensee:

Date:		
Applicant's Name:		
Principal Place of Business		
Phone:	Address:	
City:	State:	Zip:
Type of Entity:	Jurisdiction of Formation:	Email:

II. Licensee's principal executive officers or general partners:

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

III. Person(s) authorized to represent Licensee before Local Government:

Name:	Title:	
Address:		
Phone:	Fax:	Email:

Name:	Title:	
Address:		
Phone:	Fax:	Email:

Name:	Title:	
Address:		
Phone:	Fax:	Email:

EXHIBIT B

[Service Area]

EXHIBIT B

TO

RESOLUTION NO. 3555-619

[Uniform Video Service License Application and Affidavit]

See following pages.

APPLICATION AND AFFIDAVIT FOR UNIFORM VIDEO SERVICE LICENSE

(Pursuant to Title 9, chapter 13, Arizona Revised Statutes)

Local Government: City/Town of _____**I. Applicant:**

Date:		
Applicant's Name:		
Principal Place of Business:		
Phone:	Address:	
City/Town:	State:	Zip:
Type of Entity:	Jurisdiction of Formation:	Email:

II. Applicant's principal executive officers or general partners:

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

III. Person(s) authorized to represent Applicant before Local Government:

Name:	Title:	
Address:		
Phone:	Fax:	Email:

Name:	Title:	
Address:		
Phone:	Fax:	Email:

IV. Check one pursuant to Arizona Revised Statutes Section 9-1411(C)(4):

- ☐ Applicant is an Incumbent Cable Operator as provided in Arizona Revised Statutes, Section 9-1401(13).
- ☐ Applicant is not an Incumbent Cable Operator. The date on which the Applicant expects to provide Video Services in the Service Area identified below under Section 9-1411(C)(5) is:

Date:

V. For All Applications:

A. Applicant will timely file with the Federal Communications Commission all forms required by that agency before Applicant offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.

B. The term of the uniform video service license shall be (not to exceed ten years):

Years

C. Applicant agrees to pay all lawful fees and charges imposed by Local Government as provided in Arizona Revised Statutes, Section 9-1414(B)(4).

D. Applicant agrees to notify Local Government in writing of changes to the above information within thirty days after the change occurs as provided in Arizona Revised Statutes, Section 9-1414(B)(2).

E. Provide an exact description of the Service Area as set forth in Arizona Revised Statutes, Section 9-1411(C)(5), as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.

Select one:

The Service Area consists of all the territory within the Boundaries of Local Government:

The Service Area consists of all the territory within the area described on attached Exhibit A.

Applicant Verification

I certify that the information contained in this application for a video service license in the [City/Town] of _____ is true and correct. I further affirm that I am authorized by _____ [NAME OF APPLICANT] to file this application on behalf of applicant and to bind the applicant with respect to the representations made in Section V, Paragraphs A through D of this application. A copy of the authorization is attached to this application.

Name and Title (printed):

Signature:

Date:

Local Government Receipt

The foregoing Application and Affidavit for Uniform Video Service License was received by Local Government this _____ day of _____, 20__; at _____.

[insert NAME of City//Town], an Arizona municipal corporation ("Local Government")

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date

CITY COUNCIL REPORT

SUBJECT: Final Plat of Park 10 Phase 2 (Application PL-19-0034)

MEETING DATE: 6/17/2019

TO: Mayor and Council

FROM: Tracy Stevens, Development and Engineering Services Department Director

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request by Mr. Jeff D. Behrana, Optimus Design Group, for approval of a Final Plat of Park 10 Phase 2. The proposed Final Plat will divide an existing 11.6-acre parcel (Lot 5 of Park 10 Phase 1) into three lots, dedicate right-of-way for a new deceleration lane, and dedicate a water easement to accommodate water meters for the Portillo's Hot Dogs building and Shops B building currently under construction. The site is located west of the southwest corner of McDowell Road and 103rd Avenue. The Council will take appropriate action.

BACKGROUND:

The 11.6-acre subject property (Exhibits A and B) is located west of the southwest corner of McDowell Road and 103rd Avenue. The property is zoned Park 10 Planned Area Development (PAD), approved in February 2006 and amended by City Council in March 2018. The PAD allows for a range of retail, restaurant, hospitality, entertainment, service, and office uses on the site. The property is designated as Freeway Commercial by the General Plan 2030 Land Use Map (Exhibit C).

A Master Site Plan for Park 10 Phase 1 was approved in March 2015 and a Final Plat for Park 10 Phase 1 was approved by City Council in April 2015. The approved Final Plat created the following parcels:

- **Lot 1:** A 6.8-acre parcel developed with Main Event Entertainment, a family-oriented recreation facility. Development of Lot 1 was completed in 2016.
- **Lot 2:** A 0.6-acre parcel developed with parking, lighting, and retention facilities for the benefit of Lot 3 (Shops A). Development of Lot 2 was completed in 2017.
- **Lot 3:** A 1.6-acre parcel developed with "Shops A", a multi-tenant commercial building that is currently occupied by four tenants: Starbucks, Jersey Mike's Subs, Ahipoki Bowl, and Rubio's Coastal Grill. Development of Lot 3 was completed in 2017.
- **Lot 4:** A 0.9-acre parcel developed with a Jack in the Box restaurant. Development of Lot 4 was completed in 2017.
- **Lot 5:** A mostly undeveloped 11.6-acre parcel reserved for the development of Park 10 Phase 2; a small portion along the east edge of Lot 5 has been developed with a driveway used to access the

existing Park 10 Phase 1 businesses.

A Site Plan for Park 10 Phase 2 was approved in November 2018. The approved Site Plan permits development of two new buildings on what is currently Lot 5 of Park 10 Phase 1: Portillo's Hot Dogs, a freestanding restaurant with a drive-through, and "Shops B", an additional multi-tenant building. Both buildings are currently under construction with completion anticipated in late summer or early Fall 2019. The proposed Final Plat for Park 10 Phase 2 is needed to further subdivide Lot 5 to create separate parcels for the two new businesses under construction.

Surrounding uses include:

- **East:** Lots 1, 2, and 3 of Park 10 Phase 1. These lots are zoned Park 10 Planned Area Development (PAD) and have been developed with the Main Event Entertainment center and "Shops A", a multi-tenant commercial building that is presently occupied by four separate restaurants.
- **West:** A 20.9-acre parcel of undeveloped land, zoned Park 10 PAD, to be developed as Phase 3 of the Park 10 master development.
- **South:** Interstate 10 freeway
- **North:** Aventura Apartments, a 408-unit multi-family residential complex zoned PAD. The property is developed.

SUMMARY OF REQUEST:

The applicant is requesting approval of a Final Plat for Park 10 Phase 2 (Exhibit D). The proposed Final Plat divides an existing 11.6-acre parcel (Park 10 Phase 1, Lot 5) into three individual lots, as follows:

- **Park 10 Phase 2, Lot 1:** A 1.3-acre parcel upon which "Shops B" is currently under construction. Shops B is designed to accommodate multiple retail, restaurant, and/or personal service tenants. Identities of future tenants are not known at this time.
- **Park 10 Phase 2, Lot 2:** A 2.7-acre parcel upon which Portillo's Hot Dogs is currently under construction.
- **Park 10 Phase 2, Lot 3:** An undeveloped 7.5-acre parcel that will be developed in a future phase in accordance with the uses and development standards of the Park 10 PAD. In addition, the Final Plat dedicates a segment of right-of-way along McDowell Road to allow for construction of an eastbound deceleration lane into the site and dedicates a water easement allowing for water meters to be located on private property due to utility conflicts within the right-of-way.

PUBLIC PARTICIPATION:

Public notification is not required for Final Plat applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Final Plat applications.

ANALYSIS:

- The proposed Final Plat has been reviewed by the City's contracted Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes

governing the subdivision of real property.

- The proposed Final Plat is in conformance with the City of Avondale Zoning Ordinance, Subdivision Regulations, and Park 10 Planned Area Development (PAD) Development Plan.
- The proposed Final Plat is in conformance with the approved Site Plan for Park 10 Phase 2.
- The proposed Final Plat dedicates right-of-way for an eastbound deceleration lane that will allow traffic on McDowell Road to function more safely and efficiently.
- Approval of the Final Plat is required before the City will issue Certificates of Occupancy for either the Shops B or Portillo's Hot Dogs buildings currently under construction.

DISCUSSION:

1. The proposed Final Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.
2. The proposed Final Plat is in conformance with the Park 10 PAD Development Plan, including conditions of approval.
3. The proposed Final Plat is in conformance with the approved Site Plan for Park 10 Phase 2.
4. The conditions of approval are reasonable to ensure conformance with the provisions as outlined in the Avondale Zoning Ordinance and all other applicable City codes, ordinances, and policies.

STRATEGIC PLAN:

INITIATIVE: Foster sustainable community development

- STRATEGIC GOAL: Locate three (3) new companies each year that expand quality employment opportunities and support revenue growth.

INITIATIVE: Encourage and support creative innovation in development and service delivery

- STRATEGIC GOAL: Encourage a flexible environment responsive to market trends.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

Staff recommends that City Council **APPROVE** application PL-19-0034 with one (1) recommended condition of approval, as follows:

1. The recorded plat shall be in conformance with the Final Plat for Park 10 Phase 2, submitted on April 23, 2019.

PROPOSED MOTION:

I move that City Council **APPROVE** application PL-19-0034, a request for approval of a Final Plat for Park 10 Phase 2, subject to one (1) recommended condition of approval.

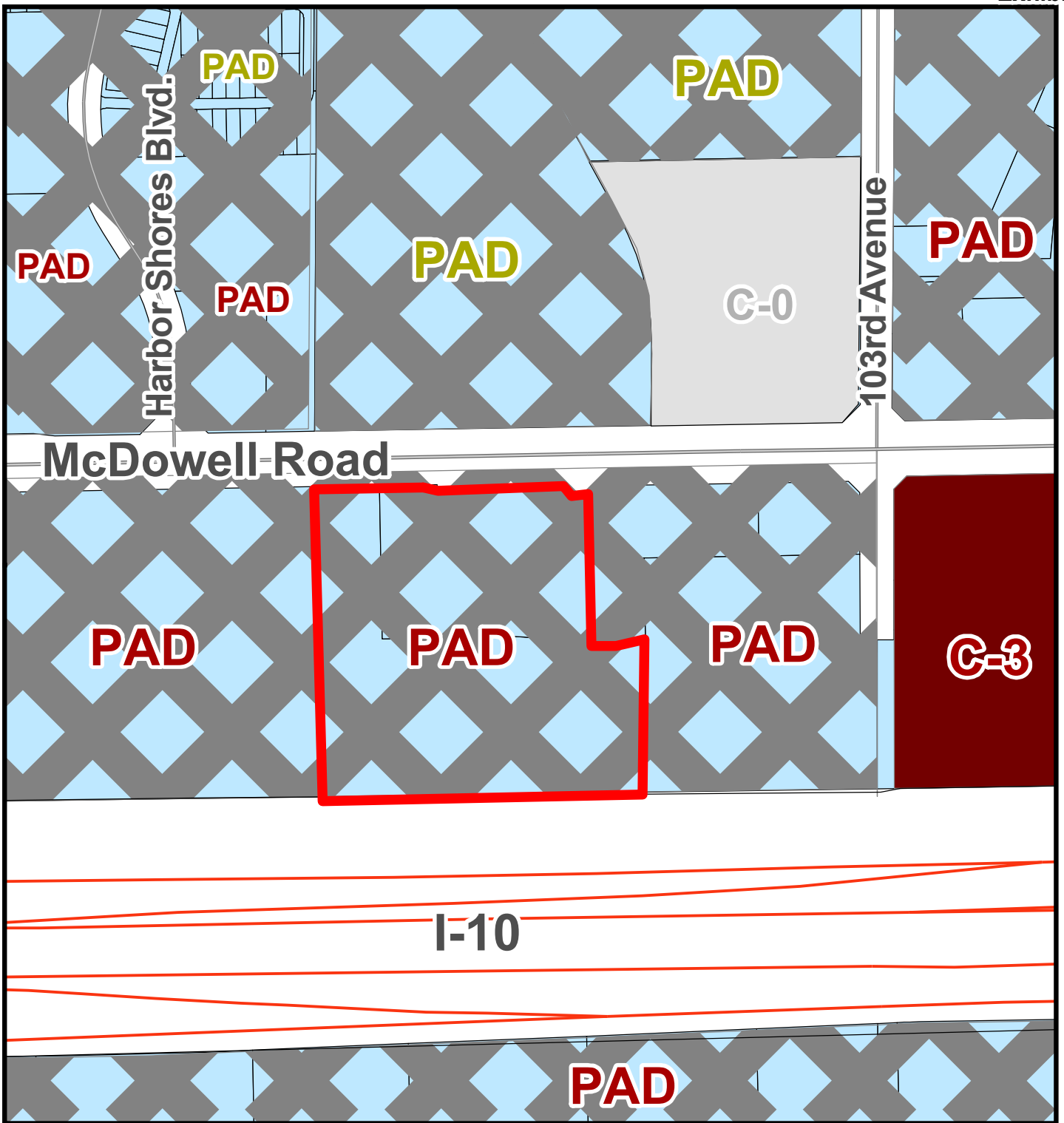


Aerial Photograph



 Subject Property



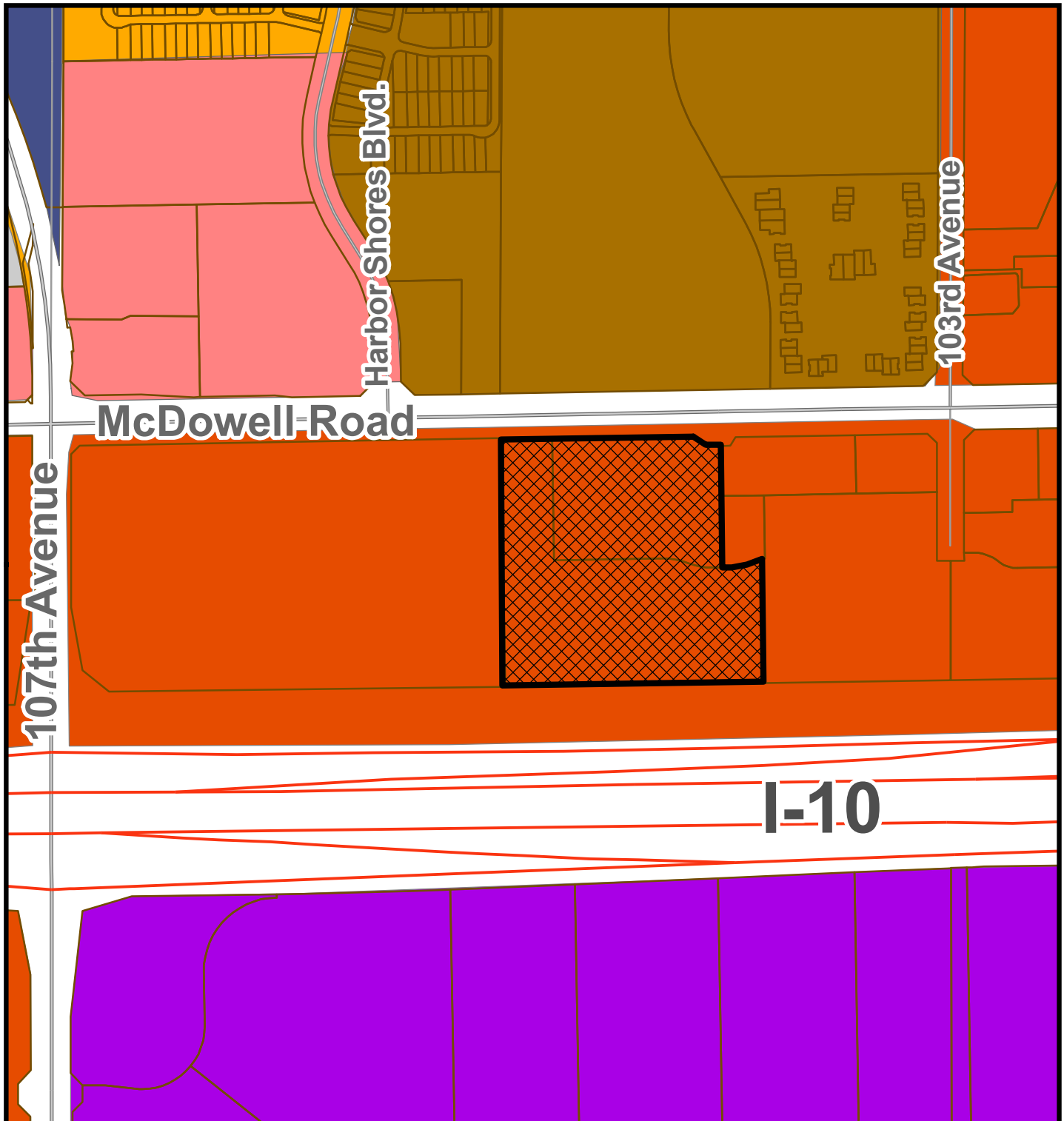


Zoning Vicinity Map



 Subject Property





General Plan Land Use Map

 Freeway Commercial

 Business Park

 Local Commercial

 High Density Residential

 Medium Density Residential

 Public/Civic



Subject Property



Exhibit D

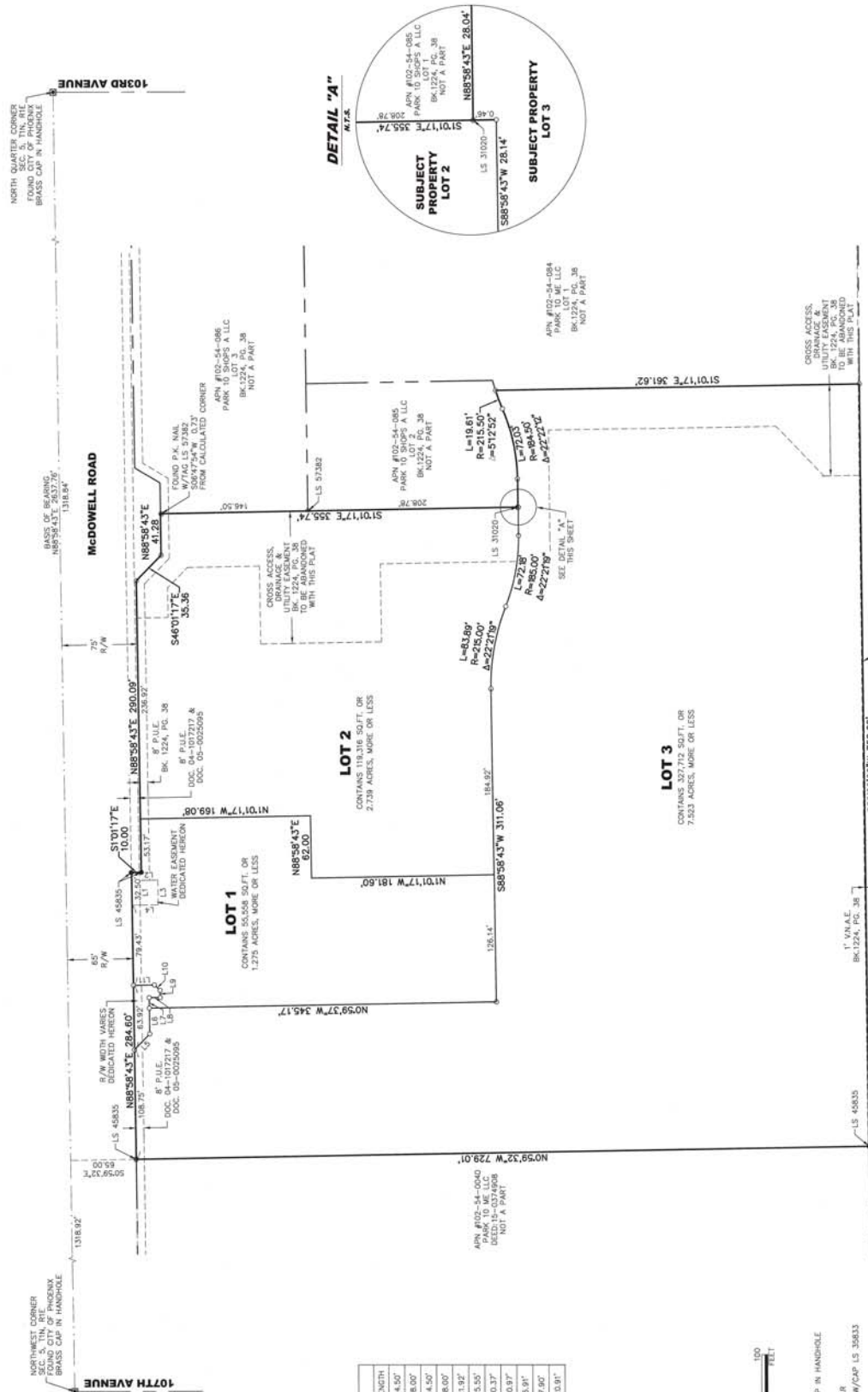
Proposed Final Plat

Park 10 Phase 2

**FINAL PLAT
PARK 10, PHASE 2
AVONDALE, ARIZONA**



DRAWING NAME:	PLAT
JOB NO.	18-214
DRAWN:	TS
CHECKED:	JAS
DATE:	01/21/2019
SCALE:	1"=50'



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N88°58'43"E	24.50'
L2	S71°01'17"E	18.00'
L3	S88°58'43"W	24.50'
L4	N1°01'17"W	18.00'
L5	S46°00'36"E	21.92'
L6	N89°00'04"E	25.55'
L7	N89°00'04"E	10.37'
L8	S07°59'56"E	10.97'
L9	N89°00'04"E	6.91'
L10	N44°00'04"E	7.90'
L11	N07°59'56"W	20.91'



LEGEND

- | |
|-------------------------------|
| FOUND BRASS CAP IN HANDLE |
| FOUND PINAL |
| FOUND "1/2" REBAR |
| SET 1/2" REBAR W/CAP LS 35833 |
| 0 |
| LS |
| LAND SURVEYOR |
| BK/PAGE |
| DGC |
| PINEL |
| WALK |
| MGR. |
| DOCUMENT NUMBER |
| PUBLIC UTILITY EASEMENT |
| NON-ACCESS EASEMENT |
| COUNTY RECORDER |
| BOUNDARY LINE |
| SECTION LINE |
| CENTER LINE |
| EASEMENT LINE |
| TO-EASEMENT BOUNDARY LINE |

CITY COUNCIL REPORT

SUBJECT: My Place Hotels Re-Plat of Lot A, Avondale City Center Phase 3 (Application PL-18-0166)

MEETING DATE: 6/17/2019

TO: Mayor and Council

FROM: Tracy Stevens, Development & Engineering Services Department Director

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request by Mr. David Gustafson, Second Place, LLC., for approval of a Re-Plat of Lot A, Avondale City Center Phase 3 located at the northeast corner of Avondale Boulevard and Dale Earnhardt Drive. The proposed Re-Plat will subdivide 5.54-acres into two (2) lots, dedicate 315 square feet of public right-of-way, and a 30-foot shared access easement for development of the My Place Hotels site. The Council will take appropriate action.

BACKGROUND:

In August 2008, City Council adopted the Avondale City Center Specific Plan (CCSP). The CCSP is a policy document that establishes a framework for streets, form, and land uses for the area along Avondale Boulevard and bounded by 113th Avenue, 119th Avenue, Van Buren Street, and the Interstate 10 Freeway. On October 7, 2013, City Council approved a Final Plat for Avondale City Center Phase 3, located at the northeast corner of Avondale Boulevard and Dale Earnhardt Drive. The approval of the plat effectively subdivided 44.6-acres of land into three (3) lots and dedicated public rights-of-way and utility easements necessary for future development of the site. On October 1, 2018, Council approved a Development Agreement (PL-17-0204) and Development Plan (PL-18-0087) for My Place Hotels, a four-story, sixty-three room hotel located on the northeast corner of Avondale Boulevard and Dale Earnhardt Drive on Lot A of the Avondale City Center Phase 3.

SUMMARY OF REQUEST:

Approval of a Re-Plat of Lot A, Avondale City Center Phase 3, subdividing the 5.54-acres into two (2) lots, dedicates an additional 315 square feet of public right-of-way, and a 30-foot shared access easement.

PUBLIC PARTICIPATION:

Public notification is not required for Re-Plat applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Final Plat/Re-Plat applications.

ANALYSIS:

- The proposed Re-Plat has been reviewed by the City's Contracted Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.

- The proposed Re-Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations, the approved My Place Hotels Development Agreement and Development Plan, and meets all conditions of these prior approvals.

DISCUSSION:

1. The proposed Re-Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.
2. The proposed Re-Plat is in conformance with the My Place Hotels approved Development Agreement and Development Plan.

STRATEGIC PLAN:

INITIATIVE: Create and support diverse recreation and education opportunities

- STRATEGIC GOAL: Pursue private development of sports, entertainment, and hospitality amenities
 - o ACTION ITEM: Locate one new full-service hotel in key business and employment corridor

BUDGET IMPACT:

This item has no budgetary impact.

RECOMMENDATION:

Staff recommends that City Council **APPROVE** application PL-18-0166.

PROPOSED MOTION:

I move that the City Council **APPROVE** application PL-18-0166, a request for approval of a Re-Plat of Lot A, Avondale City Center Phase 3.

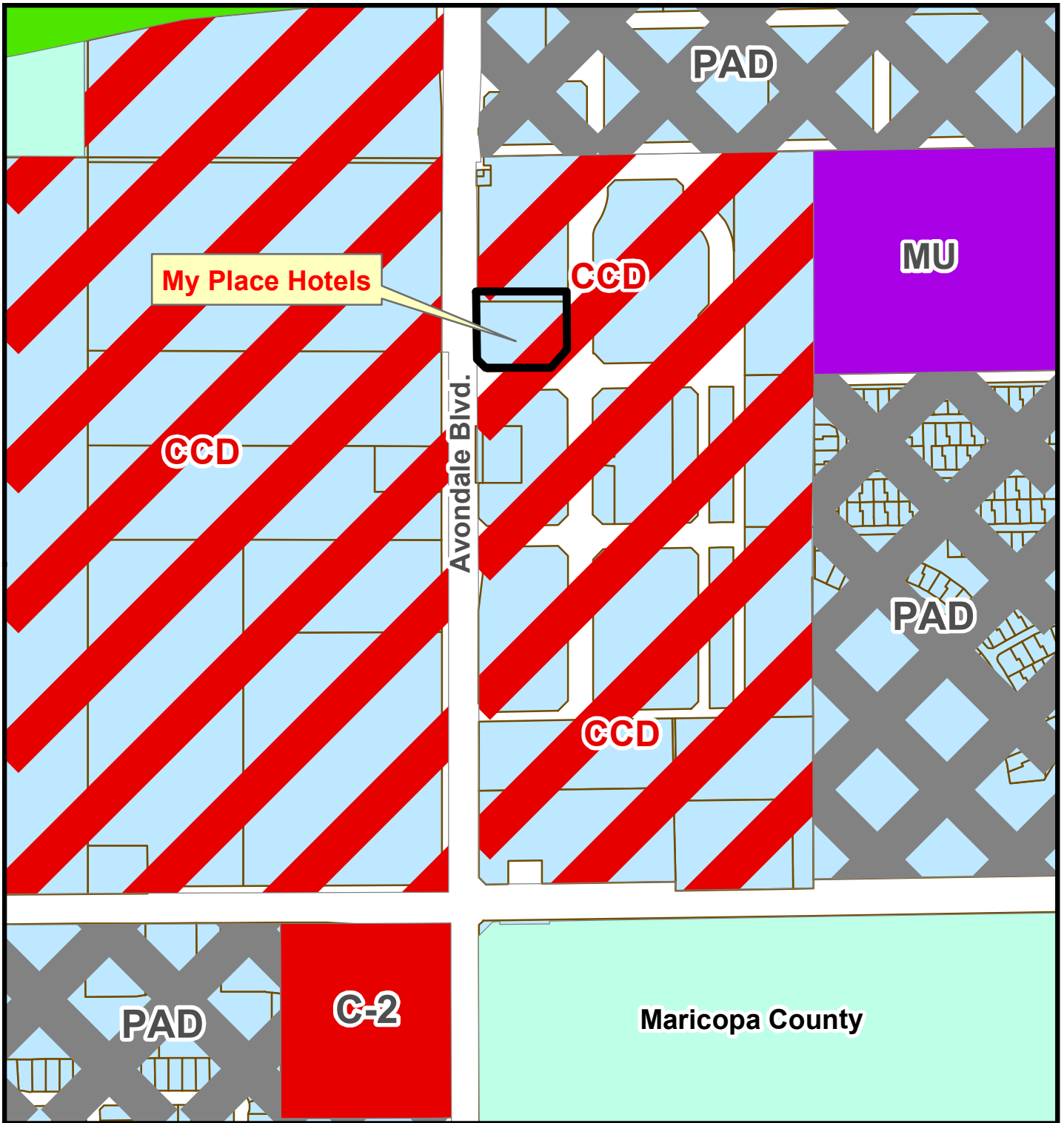


Aerial Vicinity Map



Subject Property



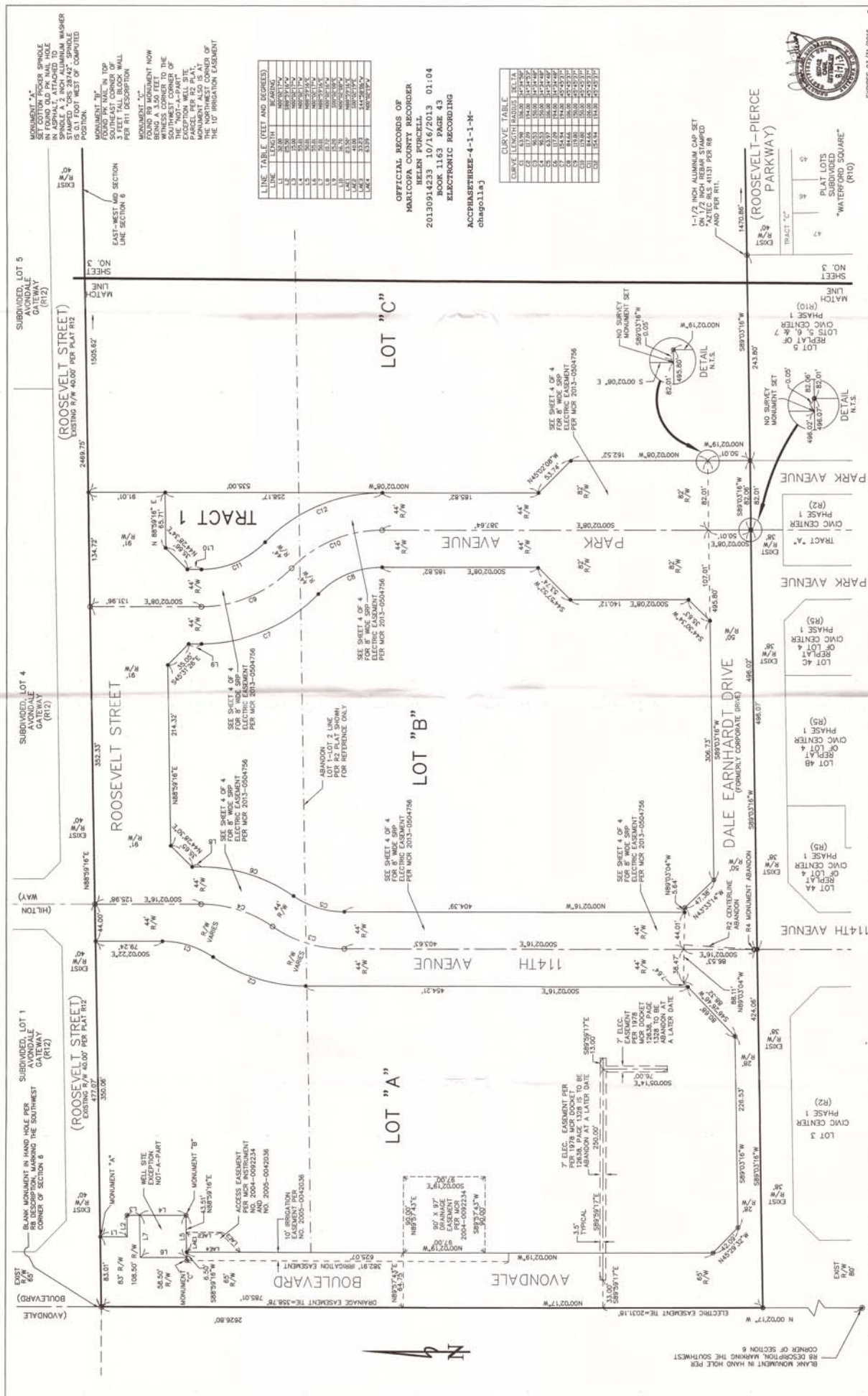


Zoning Vicinity Map



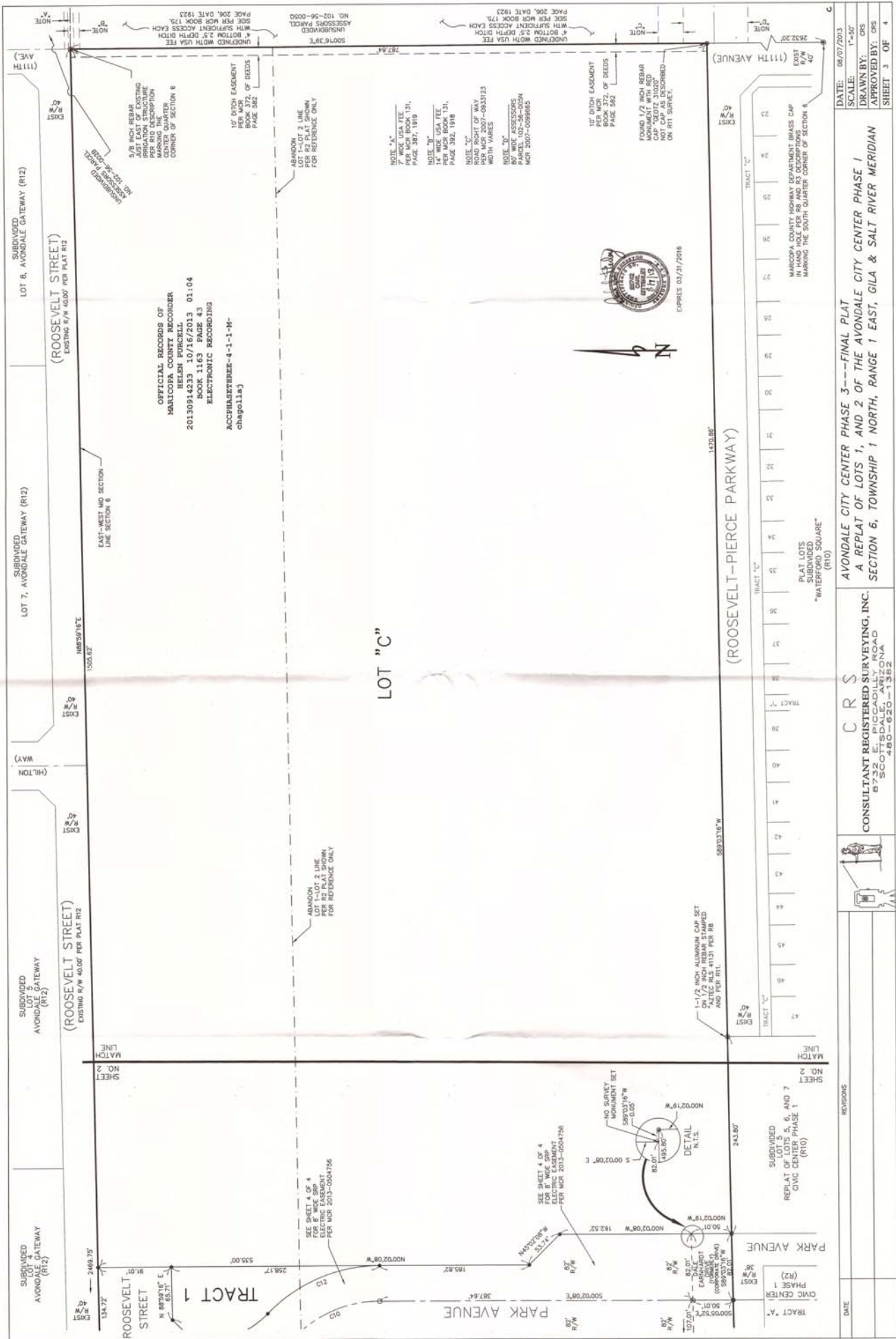
Subject Property

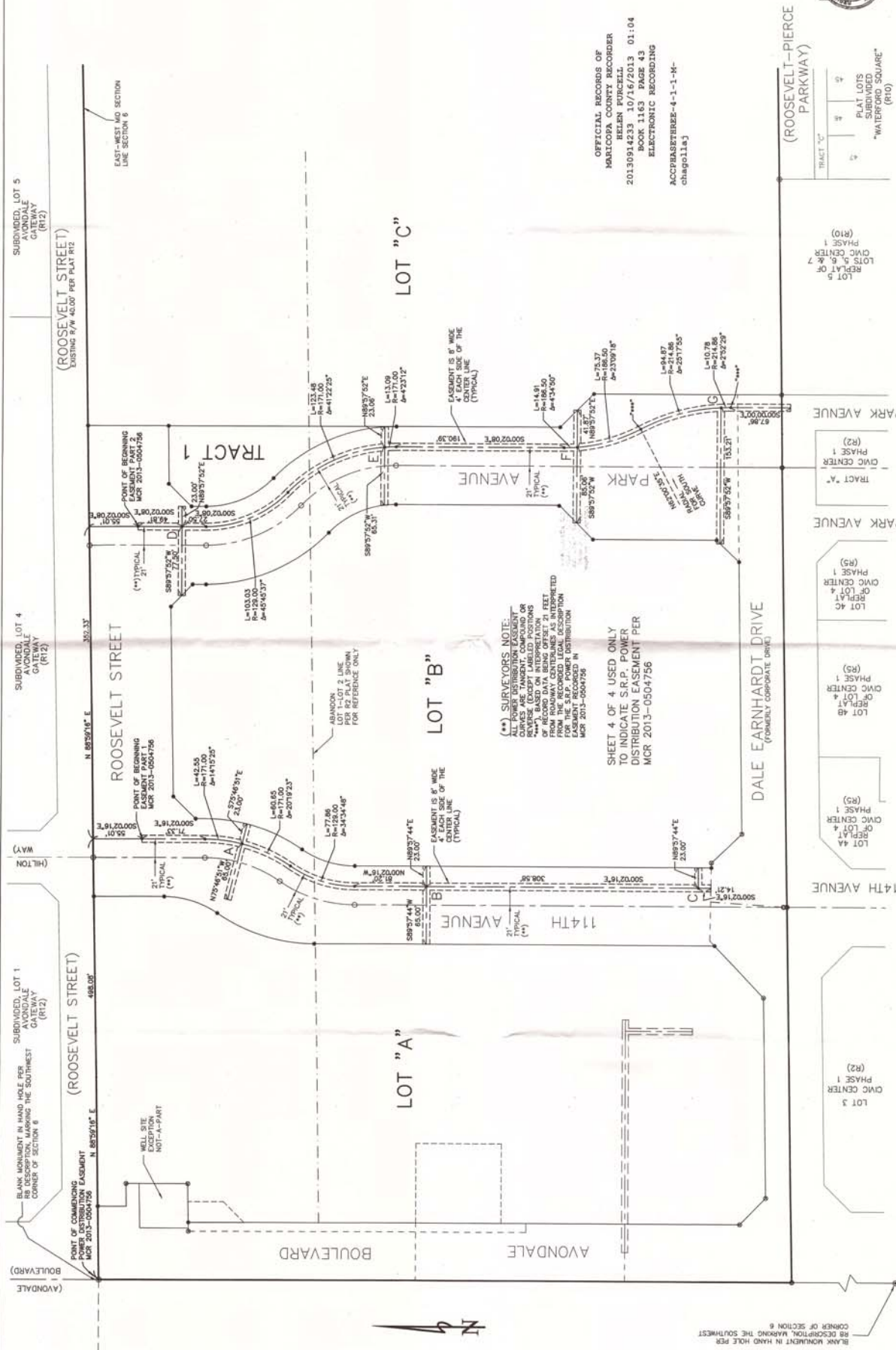




LINE TABLE (FEET AND DECIMALS)

LINE	LENGTH	BEARING
1	30.00	N89°51'16"E
2	100.50	R/W
3	108.50	R/W
4	58.50	R/W
5	58.50	R/W
6	108.50	R/W
7	100.50	R/W
8	30.00	N89°51'16"E
9	30.00	N89°51'16"E
10	100.50	R/W
11	108.50	R/W
12	58.50	R/W
13	58.50	R/W
14	108.50	R/W
15	100.50	R/W
16	30.00	N89°51'16"E
17	30.00	N89°51'16"E
18	100.50	R/W
19	108.50	R/W
20	58.50	R/W
21	58.50	R/W
22	108.50	R/W
23	100.50	R/W
24	30.00	N89°51'16"E
25	30.00	N89°51'16"E
26	100.50	R/W
27	108.50	R/W
28	58.50	R/W
29	58.50	R/W
30	108.50	R/W
31	100.50	R/W
32	30.00	N89°51'16"E
33	30.00	N89°51'16"E
34	100.50	R/W
35	108.50	R/W
36	58.50	R/W
37	58.50	R/W
38	108.50	R/W
39	100.50	R/W
40	30.00	N89°51'16"E
41	30.00	N89°51'16"E
42	100.50	R/W
43	108.50	R/W
44	58.50	R/W
45	58.50	R/W
46	108.50	R/W
47	100.50	R/W
48	30.00	N89°51'16"E
49	30.00	N89°51'16"E
50	100.50	R/W
51	108.50	R/W
52	58.50	R/W
53	58.50	R/W
54	108.50	R/W
55	100.50	R/W
56	30.00	N89°51'16"E
57	30.00	N89°51'16"E
58	100.50	R/W
59	108.50	R/W
60	58.50	R/W
61	58.50	R/W
62	108.50	R/W
63	100.50	R/W
64	30.00	N89°51'16"E
65	30.00	N89°51'16"E
66	100.50	R/W
67	108.50	R/W
68	58.50	R/W
69	58.50	R/W
70	108.50	R/W
71	100.50	R/W
72	30.00	N89°51'16"E
73	30.00	N89°51'16"E
74	100.50	R/W
75	108.50	R/W
76	58.50	R/W
77	58.50	R/W
78	108.50	R/W
79	100.50	R/W
80	30.00	N89°51'16"E
81	30.00	N89°51'16"E
82	100.50	R/W
83	108.50	R/W
84	58.50	R/W
85	58.50	R/W
86	108.50	R/W
87	100.50	R/W
88	30.00	N89°51'16"E
89	30.00	N89°51'16"E
90	100.50	R/W
91	108.50	R/W
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93	58.50	R/W
94	108.50	R/W
95	100.50	R/W
96	30.00	N89°51'16"E
97	30.00	N89°51'16"E
98	100.50	R/W
99	108.50	R/W
100	58.50	R/W
101	58.50	R/W
102	108.50	R/W
103	100.50	R/W
104	30.00	N89°51'16"E
105	30.00	N89°51'16"E
106	100.50	R/W
107	108.50	R/W
108	58.50	R/W
109	58.50	R/W
110	108.50	R/W
111	100.50	R/W
112	30.00	N89°51'16"E
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114	100.50	R/W
115	108.50	R/W
116	58.50	R/W
117	58.50	R/W
118	108.50	R/W
119	100.50	R/W
120	30.00	N89°51'16"E
121	30.00	N89°51'16"E
122	100.50	R/W
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124	58.50	R/W
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126	108.50	R/W
127	100.50	R/W
128	30.00	N89°51'16"E
129	30.00	N89°51'16"E
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143	100.50	R/W
144	30.00	N89°51'16"E
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169	30.00	N89°51'16"E
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222	108.50	R/W
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227	108.50	R/W
228	58.50	R/W
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235	108.50	R/W
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315	108.50	R/W
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317	58.50	R/W
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321	30.00	N89°51'16"E
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325	58.50	R/W
326	108.50	R/W
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331	108.50	R/W
332	58.50	R/W
333	58.50	R/W
334	108.50	R/W
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339	108.50	R/W
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341	58.50	R/W
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350	108.50	R/W
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353	30.00	N89°51'16"E
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359	100.50	R/W
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362	100.50	R/W
363	108.50	R/W
364	58.50	R/W
365	58.50	R/W
366	108.50	R/W
367	100.50	R/W
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369	30.00	N89°51'16"E
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371	108.50	R/W
372	58.50	R/W
373	58.50	R/W
374	108.50	R/W
375	100.50	R/W
376	30.00	N89°51'16"E
377	30.00	N89°51'16"E
378	100.50	R/W
379	108.50	R/W
380	58.50	R/W
381	58.50	R/W
382	108.50	R/W
383	100.50	R/W
384	30.00	N89°51'16"E
385	30.00	N89°51'16"E
386	100.50	R/W
387	108.50	R/W
388	58.50	R/W
389	58.50	R/W
390	108.50	R/W
391	100.50	R/W
392	30.00	N89°51'16"E
393	30.00	N89°51'16"E
394	100.50	R/W
395	108.50	R/W
396	58.50	R/W
397	58.50	R/W
398	108.50	R/W
399	100.50	R/W
400	30.00	N89°51'16"E
401	30.00	N89°51'16"E
402	100.50	R/W
403	108.50	R/W
404	58.50	R/W
405	58.50	R/W





DATE	EXPRESSES 03/31/2016
REGIONS	
CONSULTANT REGISTERED SURVEYING, INC.	
87 SCOTTS DALE AVENUE, SUITE 100	
SCOTTSDALE, ARIZONA 85252-1382	
CRS	
AVONDALE CITY CENTER PHASE 3---FINAL PLAT	
A REPLAT OF LOTS 1, AND 2 OF THE AVONDALE CITY CENTER PHASE 1	
SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, GILA & SALT RIVER MERIDIAN	
DATE:	08/07/2013
SCALE:	1"=50'
DRAWN BY:	CPS
APPROVED BY:	CPS
SHEET	4 OF 4

CITY COUNCIL REPORT

SUBJECT: Resolution 3563-619 - Setting the Fiscal Year 2019-2020 Primary and Secondary Property Tax Levy

MEETING DATE: 6/17/2019

TO: Mayor and Council

FROM: Lindsey Duncan, Finance & Budget Director, (623) 333-2011

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to adopt Resolution 3563-619 setting the primary and secondary property tax levy for the fiscal year ending June 30, 2020.

BACKGROUND:

As required by City Charter, Article VI, Section 6 and A.R.S. §42-17151, the Council must fix, levy and assess the amount to be raised by property taxes as proposed in the annual budget by the third Monday in August. In compliance with A.R.S. §42-17104, a public hearing was held on June 3, 2019 to solicit public input on the final budget and proposed tax levy. The City has also complied with all Truth in Taxation requirements of A.R.S. §42-17107 by publishing the Truth in Taxation notice in the May 16th and May 24th editions of the Southwest Valley edition of the Arizona Republic. In addition, the notice of tax and fee increases for the FY 2019-20 budget was posted prominently on the City's website sixty days prior to the public hearing as required by A.R.S. § 9-499-15.

DISCUSSION:

Based on the amounts presented in the final adopted budget, the City will levy the maximum allowable primary property tax levy for the fiscal year ending June 30, 2020. The primary property tax levy will be utilized to fund general government operations as allowed by State Law. The maximum primary property tax levy is \$3,039,967. Based on the assessed valuation provided by Maricopa County, the primary property tax rate is \$0.7003 per \$100 of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation.

The secondary tax levy will be utilized for the retirement of principal and payment of interest on general obligation bonds of the City as allowed by State Law. The secondary property tax levy is fixed at \$4,141,443. The secondary property tax rate is \$0.9540 per \$100 of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation.

The total estimated tax rate for fiscal year 2019-2020 is \$1.6453 per \$100 of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation. The total tax levy is \$7,181,410.

BUDGET IMPACT:

The primary and secondary tax levies provide necessary resources needed to fund operations and pay debt service. The adoption of the primary and secondary tax levies is the final step in adopting the FY2020 city budget.

RECOMMENDATION:

Staff is requesting that Council adopt a resolution setting the primary property tax levy in the amount of \$3,039,967 and the secondary property tax levy in the amount of \$4,141,443 the fiscal year ending June 30, 2020.

RESOLUTION NO. 3563-619

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF AVONDALE SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH \$100.00 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS; AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES; ALL FOR THE FISCAL YEAR ENDING JUNE 30, 2020; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Council of the City of Avondale (the “City Council”) is required by ARIZ. REV. STAT. §§ 42-17151 and 42-17253 to adopt, by resolution, an annual tax levy based upon the rate to be assessed per each \$100.00 of valuation of property within the corporate limits of the City of Avondale (the “City”); and

WHEREAS, the property taxpayers of the City have been notified of an increase in the primary property tax levy as required by ARIZ. REV. STAT. § 42-17107; and

WHEREAS, by the provisions of State Law, the resolution levying taxes for fiscal year 2019-2020 is required to be finally adopted on or before the third Monday in August and not less than 14 days after a hearing thereon; and

WHEREAS, the required hearing was held and the City’s annual budget was adopted by Resolution No. 3557-619 at a meeting of the City Council held on June 17, 2019, at least 14 days prior to adoption of this Resolution; and

WHEREAS, Maricopa County is the assessing and collecting authority for the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. There is hereby levied on each \$100.00 of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a primary property tax rate of \$0.7003 (or such other amount as deemed necessary by the Maricopa County Treasurer to be sufficient to raise the sum of \$3,039,967), the maximum levy allowed by law for the fiscal year ending on June 30, 2020.

SECTION 3. In addition to the rate set in Section 2 hereof, there is hereby levied on each \$100.00 of assessed valuation of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a secondary property

tax rate of \$0.9540 (or such other amount as deemed necessary by the Maricopa County Treasurer to be sufficient to raise the sum of \$4,141,443) for the purpose of providing bond interest and redemption funds for General Obligation Bond debt service for the fiscal year ending June 30, 2020.

SECTION 4. Failure by the officials of Maricopa County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment or sale by which the collection of the same may be enforced shall not affect the lien of the City upon such property for the delinquent taxes unpaid thereon, and no overcharge as to part of the taxes or of costs shall invalidate any proceedings for the collection of taxes or the foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 5. The City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Maricopa County Board of Supervisors.

SECTION 6. If any provision of this Resolution is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Resolution.

SECTION 7. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 17, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney