BUCKEYE, AZ

PLEASE SILENCE ALL ELECTRONIC COMMUNICATION DEVICES. THANK YOU.

NOTICE OF POSSIBLE QUORUM OF THE CITY OF BUCKEYE PLANNING AND ZONING COMMISSION OR OTHER COUNCIL APPOINTED BOARD: PLEASE NOTE THAT THERE MAY BE A QUORUM PRESENT BUT THERE WILL BE NO VOTING TAKING PLACE BY THE CITY PLANNING AND ZONING COMMISSION OR OTHER COUNCIL APPOINTED BOARD AT THIS MEETING.

CITY OF BUCKEYE
REGULAR COUNCIL MEETING
FEBRUARY 6, 2024
AGENDA

City Council Chambers
530 East Monroe Avenue
Buckeye, AZ 85326
6:00 p.m.
The doors will be open to the public at least 15 minutes prior to the start time of the meeting.

Accessibility for all persons with disabilities will be provided upon request. Please telephone your accommodation request (623) 349-6911, 72 hours in advance if you need a sign language interpreter or alternate materials for a visual or hearing impairment.

Voting Members will either attend in person or by telephone conference call or video presentation. Items listed may be considered in any order.

Pursuant to A.R.S. § 38-431.03(A)(3) the Council may, by majority vote, recess or adjourn to executive session at one or more times during the meeting, as needed to confer with the City Attorney for legal advice regarding any item listed on this agenda.

1. Call to Order/Invocation/Pledge of Allegiance/Roll Call

2. Comments from the Public- Members of the audience may comment on any non-agenda item of interest.

3. Awards/Presentations/Proclamations

3.A Mayor Orsborn and Buckeye City Council to recognize the retirement of Buckeye Police Chief Larry Hall.

3.B Council to receive an independent auditor's report of financial statements from Heinfeld, Meech & Co., PC (Heinfeld Meech), in the form of an Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2023, as required by A.R.S. § 9-481.

4. CONSENT AGENDA ITEMS / NEW BUSINESS
Approval of items on the Consent Agenda - All items with an (*) are considered to be routine matters and will be enacted by one motion and vote of the City Council. There will

be no separate discussion of these items unless a Council member requests. This section may include the approval of Minutes from previous meetings.

***4.A** Council to take action on the approval of a citywide internal communications plan which includes updates to the Council approved Logo Use Policy, Social Media Policy and Media Relations Policy.

Summary: Engaging with the community plays a critical role for the health and well-being of our City. The Communications Plan formalizes a clear direction for Buckeye's initiatives in public engagement and communication. The plan includes updates to the 2015 Council approved Media Relations, Social Media and City Logo and Seal Use policies and will ensure transparency in effectively informing, engaging and connecting with City employees, residents, businesses and local organizations.

Staff Liaison: Annie DeChance, Communications & Government Affairs Director, adechance@buckeyeaz.gov, (623) 349-6974

***4.B** Council to take action on Change Order No. 1 to the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024004 between the City of Buckeye, an Arizona municipal corporation, and San Tan Auto Partners, LLC, dba San Tan Ford, for the purchase of light and medium duty vehicles; and authorize the City Manager to execute and deliver said Change Order on behalf of the City.

Summary: Several approved vehicles were ordered with General Motors (GM) this fiscal year. However, due to targeted work-stoppages in 2023, many of these GM vehicle orders were not accepted. This has created the need to purchase similar types of vehicles from Ford Motor Company to achieve Fleet Management's approved ordering for Fiscal Year 2023-2024. Approval of Change Order No. 1 to CCPA No. 2024004 with San Tan Ford will allow the City to purchase various Ford produced vehicles, in a total amount not to exceed $1,700,000.

Staff Liaison: Bret Hodne, Public Works Director, bhodne@buckeyeaz.gov, (623) 349-6801

***4.C** Council to take action on Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024137 between the City of Buckeye, an Arizona municipal corporation, and Sunstate Mechanical Services, LLC, a Delaware limited liability company, for HVAC replacement - 2nd Floor of City Hall; and authorize the City Manager to execute and deliver said CCPA on behalf of the City.

Summary: Buckeye’s City Hall building, constructed in 2009, is in need of repair and maintenance. The twenty (20) HVAC units which serve the second floor are beyond their useful life and need replacement. This action authorizes the Facilities Division to replace twenty (20) existing HVAC units. The total amount to be paid under this CCPA will not exceed $314,936.15.

Staff Liaison: Bret Hodne, Public Works Director, bhodne@buckeyeaz.gov, (623) 349-6801

***4.D** Council to take action on Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024145 between the City of Buckeye, an Arizona municipal corporation, and Motorola Solutions, Inc., a Delaware corporation, for the purchase of hand-held and vehicle mounted portable two-way radios; and authorize the City Manager to execute and deliver said CCPA on behalf of the City.

Summary: The Fire Department needs to update radios that are at the end of their life cycle to include hand-held, vehicle/engine mounted, accessories, batteries, and programming. The total amount to be paid under this CCPA shall not exceed $500,000 annually for the life of the contract and its corresponding extensions.

Staff Liaison: Jake Rhoades, Fire Chief, jrhoades@buckeyeaz.gov, (623) 349-6723

***4.E** Council to take action on the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024143 between the City of Buckeye, an Arizona municipal corporation, and L.N. Curtis and Sons Inc., dba Curtis, a California corporation, for the purchase of firefighting equipment and rescue tools with related supplies and accessories; and authorize the City Manager to execute and deliver said CCPA on behalf of the City.

Summary: The Fire Department is requesting approval to expend up to $500,000 annually for the purchase of personal protection equipment and fire services equipment. The total amount to be paid under this CCPA shall not exceed $500,000 annually for the life of the contract and corresponding extensions.

Staff Liaison: Jake Rhoades, Fire Chief, jrhoades@buckeyeaz.gov, (623) 349-6723

***4.F** Council to take action on the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024144 between the City of Buckeye, an Arizona municipal corporation, and Matlick Enterprises, Inc., dba United Fire Equipment Company, an Arizona corporation, for the purchase of emergency response, firefighting and safety equipment and supplies; and authorize the City Manager to execute and deliver said CCPA on behalf of the City.

Summary: The Fire Department is requesting approval to expend up to $500,000 annually for the purchase of personal protection equipment and fire services equipment. The total amount to be paid under this CCPA shall not exceed $500,000 annually for the life of the contract and its corresponding extensions.

Staff Liaison: Jake Rhoades, jrhoades@buckeyeaz.gov, Fire Chief, (623) 349-6723

***4.G** Council to take action on Change Order No. 1 to the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024053 between the City of Buckeye, An Arizona municipal corporation, and Municipal Emergency Services, Inc., a Nevada corporation, for the purchase of personal protection equipment and fire services equipment; and authorize the City Manager to execute and deliver said Change Order on behalf of the City.

Summary: The Fire Department is requesting approval to expend up to $500,000 annually for the purchase of personal protection equipment and fire equipment. The total amount to be paid under this Change Order shall not exceed $500,000 annually for the life of the contract and its corresponding extensions.

Staff Liaison: Jake Rhoades, Fire Chief, jrhoades@buckeyeaz.gov, (623) 349-6723

***4.H** Council to take action on the Membership Agreement with Valley Schools Employee Benefits Group to enter into a public entity pool to procure insurance products, coverages, and/or services that the City selects for Fiscal Year 2024-2025.

Summary: The City and Cigna have a benefits contract that will be expiring at the end of Fiscal Year 2023-2024. The Valley Schools Employee Benefit Group is a qualifying entity under A.R.S. § 11-952.01(C) authorized to enter into contracts with public entities to procure various insurance products, including health benefits plans, disability insurance and life insurance. Membership in Valley Schools Employee Benefit Group will provide the City with the most cost-effective method to provide employee benefits and healthcare coverage for Fiscal Year 2024-2025 and the flexibility to pursue the long-term solution for employee benefits and healthcare coverage.

Staff Liaison: Laura Ingegneri, Human Resources Director, lingegneri@buckeyeaz.gov, (623) 349-6255

***4.I** Council to take action on a Final Plat for Miller 60 generally located southwest of the intersection of Miller Road and Southern Avenue.

Summary: The applicant has requested approval of a Final Plat of Miller 60. The Final Plat is approximately 60.145 acres and includes 232 single-family residential lots. The overall density is proposed with 3.86 dwelling units to the acre and 16.711 acres of open space within a Planned Residential (PR) zoning district. This project is requested by Graeme Melton of Melcor Development AZ, Inc. The approval of this Final Plat will allow continued development of traditional single-family residences within the City of Buckeye.

Staff Liaison: Patricia Cooley, Planner I, pcooley@buckeyeaz.gov, (623) 349-6233

***4.J** Council to take action on the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024131 between the City of Buckeye, an Arizona municipal corporation, and Motorola Solutions, Inc., a Delaware corporation, related to the Jackrabbit Communications Tower; and authorize the City Manager to execute the CCPA on behalf of the City.

Summary: This contract with Motorola Solutions, Inc. is provided under the Arizona State Contract #CTR046830. This new ASTRO nine (9) channel IP simulcast site will provide wireless communication coverage for the sub-site know as Jackrabbit Buckeye Tower (JRBT). The total amount to be paid under this CCPA shall not exceed $1,092,366.18.

Staff Liaison: Paul Lopez, Deputy City Engineer, plopez@buckeyeaz.gov, (623) 349-6204

***4.K** Council to take action on Ordinance No. 02-24 authorizing and directing the City Manager, City Attorney and City staff to take any and all action necessary to acquire fee title, or a lesser interest in, including but not limited to easements for drainage, public utilities, and/or construction, as needed, to certain real property including any associated personal property, as a matter of public necessity by dedication, donation, purchase, exchange, or by exercise of the power of eminent domain; and to sign any documents and enter into any contracts necessary to effect the purposes of this Ordinance; and to take any and all other action as is legally necessary to acquire fee title or an easement interest in, to and for all necessary rights of way or roadway generally located along the Miller Road alignment, from Lower Buckeye Road to Pima Street, within Sections 17 and 19 of Township 1 North, Range 3 West, in Buckeye, Arizona.

Summary: This Council action will facilitate acquisition of fee title or lesser interest in real property for roadway/right of way, drainage easement, public utility easement, and/or temporary construction easement necessary for construction of the roadway improvements that will include the ultimate arterial road widening, dedicated turn lanes, sidewalk, curb and gutter and overhead 69kV power lines that must be relocated and/or buried. Acquisition of fee title or a lesser interest of the identified Miller Road segment will facilitate improved traffic patterns in the area due to recent development activity in the corridor, and provide the necessary lanes to reduce delays, improve safety and aid in encouraging additional economic growth in this area.

Staff Liaison: Paul Lopez, Deputy City Engineer, plopez@buckeyeaz.gov, (623) 349-6204

***4.L** Council to take action on the request for a new Series 10 Beer and Wine Store Liquor License (Application No. 275603) for Mikey's Mini Mart located at 210 West Baseline Road in Buckeye.

Summary: Mikey's Mini Mart is requesting approval for a new Series 10 Beer and Wine Store Liquor License Application for their business located near East Baseline Road and 2nd Avenue West. This approval is being requested due to a change of ownership; therefore, a new Liquor License is needed. An application was previously submitted and approved by Council at the November 7, 2023 Regular Council Meeting; however, it was withdrawn by the requestor, and they are re-submitting their application. The application and public notice were legally posted by

staff.
Staff Liaison: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349-6911

*4.M Council to take action on the appointment of Erick Gonzalez as a Regular Member of the Buckeye Pollution Control Corporation (BPCC) with a term expiration date of December 31, 2029; and the removal of Brett Benninghoff as a Regular Member of the Community Services Advisory Board (CSAB).
Summary: The City encourages community involvement in our programs through our boards and commissions. Mr. Gonzalez will fill a vacancy on the Buckeye Pollution Control Corporation (BPCC) and serve a six year term. Mr. Benninghoff has submitted his resignation notice from the Community Services Advisory Board (CSAB).
Staff Liaison: Summer Stewart, Deputy City Clerk, sstewart@buckeyeaz.gov, (623) 349-6914

*4.N Council to take action on the December 5, 2023 Regular Council Meeting Minutes and December 19, 2023 Regular Council Meeting Minutes.
Summary: Minutes of all Council meetings are drafted in accordance with Arizona's Open Meeting Law, are reviewed and approved by Council at a future meeting, and then filed with the City's permanent records. All approved meeting minutes are posted on the City's website and maintained in the Office of the City Clerk.
Staff Liaison: Summer Stewart, Deputy City Clerk, sstewart@buckeyeaz.gov, (623) 349-6914

5. Continued / Tabled Items

5.A Council to hold a public hearing and take action on Ordinance No. 52-23 approving an amendment to the Spurlock Ranch Community Master Plan as described in Case No. PLZZ-21-00028; approving a Development Agreement between the City of Buckeye, Arizona, and Festival Ranch North, LLC, concerning the development of the property; and authorizing the Mayor to execute and deliver the Development Agreement.
Summary: At the December 19, 2023 Regular City Council Meeting, this item was continued to the January 16, 2024 Regular City Council Meeting. The purpose of the continuance was to afford the applicant and staff an opportunity to address Councilmember comments on the application. At the January 6, 2024 City Council Meeting, the applicant requested an additional continuance to further consider its application. This matter and the accompanying public hearing was continued to the February 6, 2024 Regular City Council Meeting. Toni Bonar, on behalf of Festival Ranch North LLC, is requesting a Major Community Master Plan Amendment (CMPA) for the development known as North Star Ranch, a 2,818-acre development previously known as Spurlock Ranch. The 2,818 acre project will have a maximum residential yield of 9,668 dwelling units at an overall density of 3.4 dwelling units per acre. The land use proposed within the CMPA includes Neighborhood Residential (NR), Community Mixed-Use (CMU), Public Facilities (PF), and Light Industrial (LI). The proposed CMPA will provide a community with diverse walkable neighborhoods centered around mixed-use community centers.
Staff Liaison: Bart Wingard, Principal Planner, hwingard@buckeyeaz.gov, (623) 349-6207

6. Comments from the Mayor and Council
Mayor and Council may present a brief summary of current events and/or report on any of the Boards and Commissions and other organizations as necessary. The Council may not propose, discuss, deliberate, or take any legal action on information presented. Council may direct inquiries to staff.

7. City Manager's Report and Summary of Current Events

8. Proposals for Future Agenda Items

The Mayor and Council Members may propose items for inclusion in a future agenda: Council shall not discuss the merit or substance of any proposed item: discussion and action shall be limited to whether or not the item shall be included in a future agenda.

9. Adjournment

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/06/24	**AGENDA ITEM:** 3.B. FIN - Presentation of the Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2023 by Heinfeld, Meech & Co., P.C.
DATE PREPARED: 02/05/24	**DISTRICT NO.:** All
STAFF LIAISON:	
DEPARTMENT: Financial Services	**AGENDA ITEM TYPE:** Awards / Presentations / Proclamations

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to receive an independent auditor's report of financial statements from Heinfeld, Meech & Co., PC (Heinfeld Meech), in the form of an Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2023, as required by A.R.S. § 9-481.

SUMMARY

PROJECT DESCRIPTION:
Effective September 29, 2021, A.R.S. § 9-481 directs that the city and town councils require their auditors to present audit results and any findings to the Council in a regular meeting without the use of a consent agenda. No action will be taken by the Council.

The independent auditing firm of Heinfeld Meech will present audit results in the form of the Annual Comprehensive Financial Report and the Federally required Single Audit for Fiscal Year 2022-23 to the Council, to include the audit process and to discuss the city's financial position, results of the operations for each fund and account of the city, an opinion with respect to the financial statements of the City, and any issues that may have arisen during the audit or as a result of the audit.

The Audit for FY2022-23 is an unqualified or clean audit report which means our auditors are satisfied that our financials present a true and fair view of our information with no material misstatements.

The attached federally required Single Audit Report is required due to the level of federal funds received during FY2022-23. The internal deficiency noted is related to an underlying weakness in our capital reporting that occurred two years ago. The required corrections to our capital reporting are underway. The financial statements were audited by the independent auditing firm of Heinfeld Meech, whose Independent Auditor's Report is included within. The auditors are required by professional standards to communicate certain information to "those charged with governance." The Independent Auditor's Report:

1. Communicates the responsibilities of the auditors and the City;
2. Discusses the audit process
3. Discusses any issues that may have arisen during the audit or as a result of the audit.

BENEFITS:
The benefit is to give the Council the opportunity to discuss any issues that may have arisen during or as a result of the audit.

FUTURE ACTION:
As per statutory guidelines, in the future the auditors are required to present audit results and any findings to the Council in a regular meeting without the use of a consent agenda within 90 days of audit

completion.

FINANCIAL IMPACT STATEMENT:
This item has no financial implications.

CURRENT FISCAL YEAR TOTAL COST:
$0

BUDGETED:
No

FISCAL YEAR:
FY2022-23

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
FY 2022-23 ACFR - Digital.pdf
City of Buckeye_ Audit Council Presentation.pptx
FY23 SEFA FINAL.pdf

BUCKEYE, AZ

ANNUAL COMPREHENSIVE FINANCIAL REPORT

For the Fiscal Year Ended June 30, 2023

CITY OF BUCKEYE, ARIZONA

ANNUAL COMPREHENSIVE FINANCIAL REPORT
FOR THE
FISCAL YEAR ENDED JUNE 30, 2023

PREPARED BY THE
FINANCE DEPARTMENT

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CITY OF BUCKEYE, ARIZONA

Annual Comprehensive Financial Report
For the Fiscal Year Ended June 30, 2023

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December 30, 2023

Honorable Mayor, City Council and Citizens of Buckeye
City of Buckeye, AZ

The Finance Department respectfully submits the Annual Comprehensive Financial Report (ACFR) of the City of Buckeye, Arizona for the fiscal year ended June 30, 2023. The State of Arizona requires, in ARS Section 9-481, that each incorporated city is to be audited at least once for every fiscal year. The State of Arizona also requires additional supplemental information in the form of a report entitled "Expenditure Limitation Report" to be completed annually. This report is under separate cover. Federal law requires that a single audit be performed for federal grant funds in conformance with the provisions of the Single Audit Act of 1984 and the *Uniform Guidance*. All information related to the single audit, including the schedule of expenditures of federal awards, findings and recommendations, and the independent auditor's reports on the internal control structure and compliance with applicable laws and regulations are under separate cover.

This report was prepared by the Finance Department with the assistance of various other City departments. City management assumes full responsibility for the accuracy of the data presented, and the completeness and fairness of the presentation, including all disclosures, based on a comprehensive framework of internal control that has been established for this purpose. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than an absolute, assurance that the financial statements are free of any material misstatements. Heinfeld Meech & Co., a firm of licensed certified public accountants, has issued an unmodified opinion on the City's ACFR for the year ended June 30, 2023. As indicated by the opinion of our independent auditors, the report fairly presents the financial position and the results of operations of the City as measured by the financial activity of its various funds. The report has been outlined in a manner that will give the reader a broad understanding of the City's financial affairs. It includes disclosures necessary for the reader to gain an understanding of the City's financial activities. The independent auditor's report is located at the front of the financial statements in the Financial Section of the report.

Management's Discussion and Analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction overview and analysis of the basic financial statements. The MD&A complements this letter of transmittal and should be read in conjunction with it.

ACFR consists of three main sections: the Introductory section, the Financial section, and the Statistical section.

The **Introductory Section** includes this transmittal letter and an organization chart that lists the major divisions, components, and mechanisms of the City. This section is intended to familiarize the reader with the City of Buckeye's organizational structure, nature and scope of provided services, and specifics of its operating environment. The information in this section is intended to provide adequate background and sufficient context to assist the reader with the Financial Section of this ACFR.

The **Financial Section** contains all financial statements and supplemental information required to be disclosed by Generally Accepted Accounting Principles (GAAP) used in the United States and Arizona State Law, as well as information on all individual funds. Also in this section is other useful supplementary information that is not required by GAAP or Arizona State Law to represent a financial overview of the City of Buckeye. This section includes six parts:

(1) Independent Auditor's Report,
(2) Management's Discussion and Analysis (MD&A),
(3) Basic Financial Statements (BFS),
(4) Notes to the Basic Financial Statements,
(5) Required Supplementary Information, and
(6) Combining, Individual Fund Financial Statements and Schedules.

The **Statistical Section** is unaudited. It includes various tables and charts that reflect financial, economic, social, and demographic information about the City of Buckeye that is interesting and relevant to assessing the City's financial condition. This section is intended to assist the reader in understanding the environment in which the City operates.

PROFILE OF THE CITY OF BUCKEYE

The City of Buckeye was founded in 1888 and is the westernmost incorporated city in the Valley of the Sun, which is the economic, political, and population center in Arizona and includes the City of Phoenix and surrounding communities. What was once solely an agricultural community has grown from a population of 4,436 in 1990 to approximately 119,434 on July 1, 2023, based on a report from the U. S. Census Bureau. Robust population growth in the greater Phoenix area during the last 20 years had the inevitable effect of focusing housing attention in the southwest valley as other areas approached build-out. Not only has the population of Buckeye grown, today the City has a planning area of 642 square miles with a total of 392 annexed square miles. City planners' project total build-out could take at least 30 years for the nearly 642-mile planning area that stretches from almost Wickenburg on the north to Gila Bend on the south, and from the Hassayampa River on the west to Perryville Road on the east.

With a short drive of about 35 miles or less, Buckeye residents can take advantage of the cultural, economic, and entertainment venues found in major urban areas, yet they can return to the ease and ambiance of an essentially rural community where neighbors know each other.

The City operates under a council-manager form of government. The seven-member City Council consists of six members elected by district to serve staggered four-year terms. The Mayor is elected at-large for a four-year term and serves as a voting member of the Council. All City elections are non-partisan. The City Council is responsible for passing ordinances, adopting the budget, appointing members of commissions, and hiring the City Manager. The City Manager carries out the policies and ordinances of the City Council, oversees the day-to-day operations of the City, and appoints various department heads.

The City provides traditional municipal services such as public safety (police, fire, and city court), airport facility for business and recreational flying, street construction and maintenance, parks, recreation and culture, planning and zoning, and general administrative and support services. Water and wastewater utility services are provided to many of the residents through the City's enterprise funds. Sanitation, refuse collection, and recycling services are provided through a separate enterprise fund. The City provides, or will provide, street lighting and maintenance for developing areas through legally formed street lighting and maintenance improvement districts. The City provides and accounts for a legally separate volunteer firefighters' pension fund as mandated by Arizona Revised Statute, Title 9, as well as several community facilities districts and improvement districts designed to provide funding for the construction and acquisition of public infrastructure improvements; a discussion of these component units is available in the footnotes to the Financial Statements.

The ACFR of the City includes all government activities, organizations, and functions for which the City is financially accountable. The criteria used to determine financial accountability are based on, and are consistent with, the pronouncements of the Governmental Accounting Standards Board which sets criteria for defining the financial reporting entity. The phrase "financially accountable" is defined to include, but is not limited to, selection of governing authority, the designation of management, ability to significantly influence operations, financial interdependence, and accountability for fiscal matters.

All of the various school districts and certain special districts within the City of Buckeye are governed independently. The financial statements of these districts are not included in this report.

FINANCIAL INFORMATION

Local Economy The City has an agricultural background and history, which it retains to this day. Substantial efforts have been put into developing thoughtful and comprehensive master plans that include retail, commercial, entertainment, health care, education, and employment centers. However, housing construction has been the primary source of the City's revenues over the past several years. Buckeye's retail is growing slowly but steadily, and two new warehouse/distribution centers relocated to Buckeye during the fiscal year.

Buckeye is located just 35 minutes west of Downtown Phoenix and is located on a robust transportation corridor. Buckeye provides direct access to the Union Pacific Railroad, Interstate 10, State Route 85, MC 85, and the future Interstates 11 and 30 with interconnections to Interstate 8, Loop 303, and other major highways. Virtually every major mode of transportation makes Buckeye accessible from multiple points. Large tracts of undeveloped land lie within Buckeye that are suitable for solar power generation facilities. Buckeye is positioning itself to earn the moniker of the "Sustainable Valley" attracting many new "green" industries. In addition to this, the City of Buckeye sits on the state's largest untapped groundwater aquifer, the Hassayampa River Basin, and the majestic view of the White Tank Mountains from every vantage point creates a unique and unparalleled landscape.

Long-Term Financial Planning Buckeye is excited to face the challenges of the coming years where we will be accommodating growth while ensuring that the City develops as a place where people can live, work, and play. Increases in population and the property tax base, as well as commercial and retail activity and the City's economic development efforts, are all expected to provide additional revenue to offset the costs related to both modest continuing growth, in addition to expanding services and facilities.

Because of today's economic uncertainties, the City established a contingency reserve in the general fund budget for the fiscal year and carried that policy forward into the budget for the following fiscal year. Various other funds also have budgeted contingency amounts not specifically designated or allocated for a specific activity or use to provide some flexibility in the face of an economic slowdown that appears to be deeper and longer-term than originally projected by economists.

Annually, City Council approves as part of the budget process, the City's five (5) Year Capital Improvement Program (FY 23/24 – FY 28/29). The Capital Improvement Program (CIP) is a suggested schedule of capital expenditures to be incurred in a given fiscal year for a fixed period of years to meet capital needs. The City of Buckeye CIP specifically sets forth each project or capital expenditure that the City initiates. Each project or capital expenditure will contain estimates of cost and proposed financing, with each project annually reviewed, updated, and possibly revised as part of the City of Buckeye budgeting process.

Relevant Financial Policies The City of Buckeye maintains accounts per the principles of fund accounting to ensure that limitations and restrictions on the City's available resources are observed and adhered to. Fund accounting classifies resources into funds for the intended activities or objectives specified by those resources for accounting controls and financial reporting purposes. Each fund is an independent fiscal and accounting entity, and its operations are accounted for in a separate set of self-balancing accounts that are comprised of assets, liabilities, fund equity, revenues, and expenditures or expenses.

The City incorporates performance expectations and initiatives into their annual budgeting process, which are intended to move the City toward achieving its goals. Department directors are held responsible for the financial performance of their units as well as the programmatic performance of their units. The City has adopted the practice of not "cleaning-up" program over-expenditures, but rather reporting them in the ACFR as budget overspent. This practice provides necessary information for future budget cycles and brings attention to the reasons for the budget overage. In the event a fund is overspent, the General Fund will advance sufficient funds to cover any deficit. In most cases, there is sufficient fund balance to take that action.

City management monitors the City's budget at the fund level for Special Revenue, Debt Service, and Capital Projects Funds. The General Fund is monitored at the department level. The budget is modified throughout the year as certain additional resources become available or anticipated resources dissipate if permitted under Arizona statutes. This practice ensures all available resources are accounted for with appropriate budgetary controls, and only available resources are disbursed or encumbered.

Historically, the City has been very conservative in its approach to financial matters, minimizing borrowing to control interest costs, and controlling the use of both recurring and non-recurring operating revenues.

AWARDS AND ACKNOWLEDGEMENTS

Certificate of Achievement

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a *Certificate of Achievement for Excellence in Financial Reporting* to the City for its Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2022, marking the fifth year the City has achieved this prestigious recognition. To be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized ACFR that satisfies both generally accepted accounting principles

We also wish to thank each of you for your interest and support in planning and conducting the financial operations of the City responsibly and progressively.

Respectfully submitted,

William Kauppi
Chief Financial Officer

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

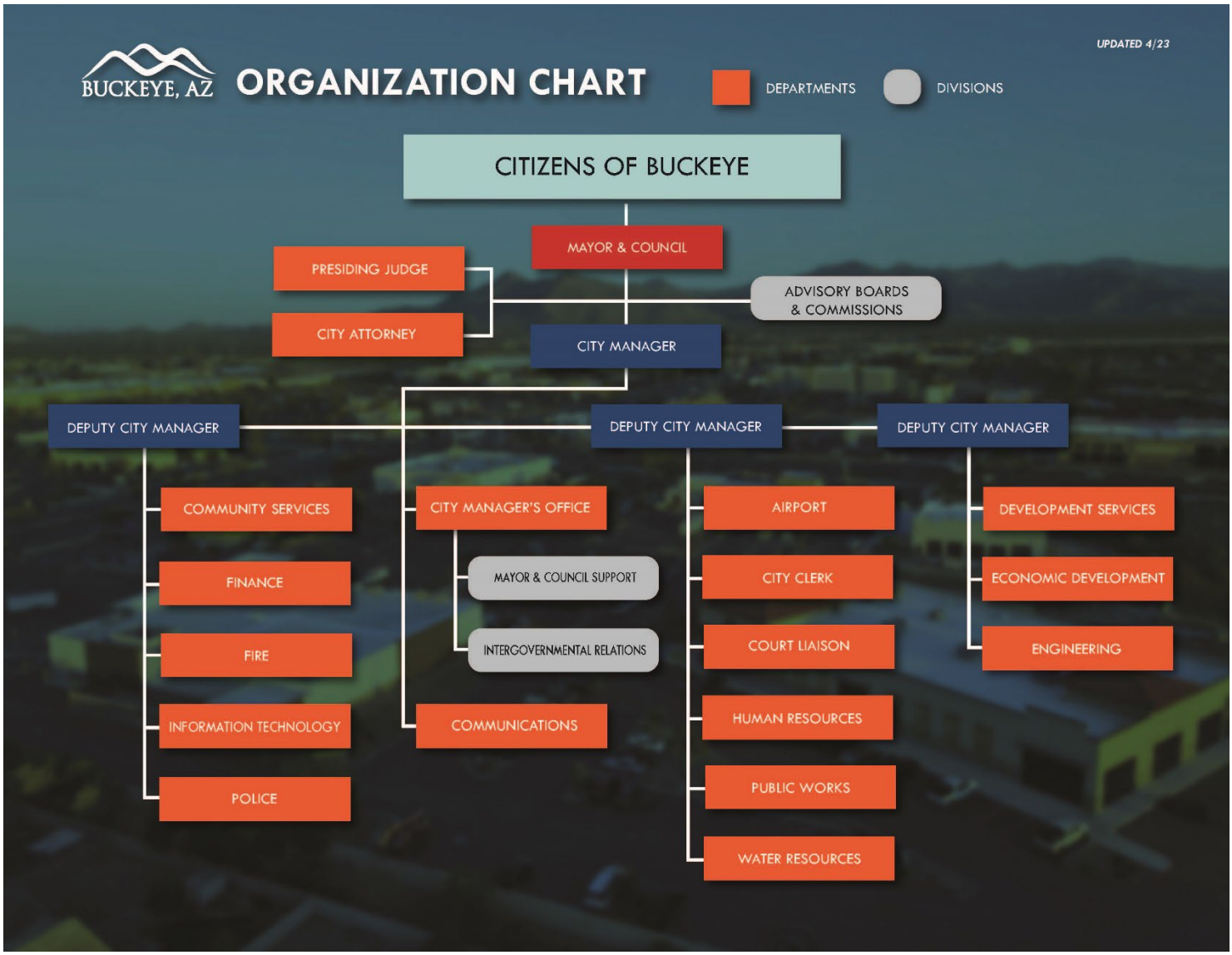
City of Buckeye
Arizona

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2022

Christopher P. Morrill

Executive Director/CEO


BUCKEYE, AZ
ORGANIZATION CHART
UPDATED 4/23
DEPARTMENTS
DIVISIONS
CITIZENS OF BUCKEYE
MAYOR & COUNCIL
PRESIDING JUDGE
CITY ATTORNEY
ADVISORY BOARDS & COMMISSIONS
CITY MANAGER
DEPUTY CITY MANAGER
DEPUTY CITY MANAGER
DEPUTY CITY MANAGER
COMMUNITY SERVICES
FINANCE
FIRE
INFORMATION TECHNOLOGY
POLICE
CITY MANAGER'S OFFICE
MAYOR & COUNCIL SUPPORT
INTERGOVERNMENTAL RELATIONS
COMMUNICATIONS
AIRPORT
CITY CLERK
COURT LIAISON
HUMAN RESOURCES
PUBLIC WORKS
WATER RESOURCES
DEVELOPMENT SERVICES
ECONOMIC DEVELOPMENT
ENGINEERING

KEY OFFICIALS AND STAFF

The City of Buckeye operates under the Council-Manager form of government. An elected City Council consisting of a mayor and six members is responsible for making policies, passing ordinances, voting appropriations, and having overall supervisory authority to the City government. The City Manager is responsible for supervising government operations and implementing the policies adopted by the Council.

MAYOR AND COUNCIL

Mayor Eric Orsborn
Council Member (District 1) Tony Youngker
Council Member (District 2) Jeanine Guy
Vice Mayor, Council Member (District 3) Michelle Hess
Council Member (District 4) Patrick HagEstad
Council Member (District 5) Craig Heustis
Council Member (District 6) Clay Goodman, PhD

LEADERSHIP TEAM

City Manager Daniel Cotterman
Deputy City Manager James Shano
Deputy City Manager Javier Setovich
Deputy City Manager David Roderique
Airport Director Scott Gray
Airport Asset Director Scott Lowe
City Attorney Scott McCoy
City Clerk Lucinda Aja
City Engineer Scott Zipprich
City Magistrate John D. Burkholder
Chief Financial Officer William Kauppi
Community Services Director Miranda Gomez
Customer Care & Procurement Director Alisha Solano
Development Services Director Brian Craig
Economic Development Director Suzanne Boyles
Fire Chief Jake Rhodes
Human Resources Director Nancy Love
Information Technology Director Greg Platacz
Communications Director Annie DeChance
Police Chief Larry Hall
Public Works Director Bret Hodne
Water Resources Director Terry Lowe

Airport	**Airport Coordinator** Daniel Weimer
City Clerk:	**Deputy City Clerk** Summer Stewart
City Magistrate:	**Court Administrator** Jenna Wade
City Manager:	**Continuous Improvement Manager** Jaime Jayme
Community Services:	**Deputy Director** Robert Wisener **Deputy Director** Kelby Mieras **Recreation Manager** Jessica Thompson **Library Manager** Elizabeth Garcia **Interim Parks Manager** Mark Bianco **Senior Center Manager** Phil Yabes
Development Services:	**Deputy Director of Planning** Adam Copeland **Deputy Director of Administration** Cathy Clemons **Deputy Director of Civil Engineering** Ron Moll
Economic Development:	**Deputy Director** Harry Paxton **Business Manager** Brian Wright **Project Manager** Katherine Hutton
Engineering:	**Deputy City Engineer** Paul Lopez
Finance:	**Budget Manager** Greg Luethje **Special Districts Manager** Larry Price **Accounting Manager** Sherri Meredith **Administrative Manager** Lisa Hord
Fire Department:	**Assistant Fire Chief** Rayne Gray
Human Resources:	**Human Resources Manager** Vacant **Risk and Safety Manager** Jeff Horned
Information Technology:	**IT Operations Manager** Robert Hoff
Police Department:	**Assistant Police Chief** Robert Sanders
Public Works:	**Deputy Director** Justin Goodere **Deputy Director** Amy Murray **Environmental Manager** Robert van den Akker **Streets Operations Manager** Vacant **Fleet Maintenance Manager** Beth Casillas **Facilities Operations Manager** Jeff Martin
Water Resources:	**Deputy Director** Eddie Solis **Water Resources Manager** Bobby Anastasov

SUPPORTING STAFF
Senior Accountant Stephanie Cave
Accountant Tonja Bailey

Independent Auditor's Report

Honorable Mayor and Members of the City Council
City of Buckeye, Arizona

Report on Audit of Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Buckeye, Arizona (City), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Buckeye, Arizona, as of June 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of City of Buckeye, Arizona, and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Change in Accounting Principle

As described in Note 1, the City implemented the provisions of GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements* and GASB Statement No. 96, *Subscription-Based Information Technology Arrangements,* for the year ended June 30, 2023, which represents a change in accounting principle. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for one year beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, budgetary comparison information, and net pension liability information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The Combining and Individual Fund Financial Statements and Schedules and Other Supplementary Information are presented for purposes of additional analysis and are not a required part of the basic financial statements.

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Combining and Individual Fund Financial Statements and Schedules and Other Supplementary Information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the Introductory Section and Statistical Section but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on other work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 22, 2023, on our consideration of City of Buckeye, Arizona's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of Buckeye, Arizona's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City of Buckeye, Arizona's internal control over financial reporting and compliance.

Heinfeld Meech & Co. PC

Heinfeld, Meech & Co., P.C.
Scottsdale, Arizona
December 22, 2023

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Introduction

As financial management of the City of Buckeye (City), Arizona, we are pleased to provide an overview of our financial activities for the fiscal year ended June 30, 2023. The intended purpose of Management's Discussion and Analysis (MD&A) is to provide an introduction to the basic financial statements and notes that provides an objective and easy-to-read analysis of our financial activities based on currently known facts, decisions, and conditions. An easily readable summary of operating results and reasons for changes will help the reader to determine if our financial position improved or deteriorated over the past year. This report addresses current operational activities; the sources, uses, and changes in resources; adherence to budget; limitations; significant economic factors; and the status of infrastructure and its impacts on our debt and operations. When referring to prior year data in this analysis, we will be drawing on information from last year's audited financial reports.

The City includes Community Facility Districts (CFDs), which are separate legal entities, in this report because they are deemed to be "component units" of local government because of the commonality of management (the City's elected officials serve as the Board of Directors for each CFD). The City, however, has no financial liability for the CFDs. A description of these component units is available in Note 1. Separate financial statements are prepared for the CFDs.

Financial Highlights

- The City's government-wide assets and deferred outflows exceeded its liabilities and deferred inflows at the close of the fiscal year by $820.7 million (net position). Of this amount, $163.7 million is unrestricted balance and may be used to meet the government's ongoing obligations to citizens and creditors.

- The City's total net position, increased by $53.2 million in the fiscal year 2023; an increase of $43.6 million in governmental activities and an increase of $9.5 million in business-type activities. The net position increase in governmental activities was primarily driven by higher than expected transaction privilege tax collections, State-shared Revenues and investment earnings received during the year. The net position increase in business activities was due to increase in water users fees due to growth and investment earnings.

- As of the close of the fiscal year 2023, the City's governmental funds reported combined ending fund balances of $193.1 million, an increase of $28.6 million over the prior year. The majority of this increase can be attributed to an increase in sales tax collections, State Shared Revenues, investment earnings and permitting activity. The increase in assessed value due to new housing and a continued increase in population resulted in the increase to property taxes and State Shared revenues.

- As of June 30, 2023, the total fund balance in the General Fund was $126.1 million (unassigned fund balance of $98.1 million). The committed General Fund balance of $27.1 million represents infrastructure reimbursement agreements that were approved by Council. The fund balance in the Impact Fees Funds totaled $30.5 million. The fund balance for the Highway Users Revenue Fund was $3.1 million. The Capital Improvement fund balance equals $8.1 million and is restricted for future capital projects expenditures.

- For the fiscal year 2023, total General Fund revenues of $155.7 million (non-GAAP basis) were greater than budgeted revenues of $152.9 million; a positive variance of $2.8 million, or 1.8%. Total General Fund expenditures of $111.1 million (non-GAAP basis) were less than the budgeted expenditures of $148.3 million, a variance of $37.2 million.

- For the fiscal year 2023, the total Highway Users Revenue Fund (HURF) revenues of $7.6 million were lower than the budgeted revenues of $7.7 million; a negative variance of $110,963 or 1.4%. Total HURF expenditures $10.0 million were less than the budgeted amount of $13.1 million; a difference of $3.1 million or 23.6%. Total Impact Fee revenues of $9.9 million were higher than the budgeted revenues of $5.6 million, a positive variance of $4.3 million. Total Impact Fee expenditures of $3,846 were less than the budgeted expenditures of $11.3 million; a difference of $11.3 million or 100.0% when compared to budget.

Overview of the Financial Statements

The financial section of the Annual Comprehensive Financial Report (ACFR) for the City consists of the independent auditor's report, management's discussion, and analysis, the basic financial statements, the required supplementary schedules, the combining, and individual fund statements and budgetary statements.

The basic financial statements include the government-wide financial statements, fund financial statements, and notes to the basic financial statements. Other required supplementary information includes the budgetary statements for the General Fund and major special revenue funds and the schedules and notes related to pension requirements. The additional non-required information includes combining schedules and other supplementary schedules presented after the basic financial statements.

Government-wide Financial Statements
The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, similar to private-sector businesses.

The *statement of net position* presents information on all of the City's assets, deferred outflows of resources, liabilities, deferred inflows of resources, and net position defined as assets plus deferred outflows of resources less liabilities less deferred inflows of resources. Over time, increases or decreases in net position may serve as useful indicators of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g. uncollected taxes and earned, but unused, vacation leave).

The government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, highways and streets, culture and recreation, community development, economic development, and health and welfare. The business-type activities include the City's water, wastewater, solid waste, and airport operations.

Fund Financial Statements
Also presented are the traditional fund financial statements for governmental, proprietary, and fiduciary funds. The fund financial statements focus on major funds of the City. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds
Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements governmental fund financial statements focus on near-term inflows and outflows of expendable resources, as well as balances of expendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements. Since the governmental fund financial statements focus on near-term expendable resources, while the governmental activities on the government-wide financial statements have a longer-term focus, a reconciliation of the differences between the two is provided with the fund financial statements.

Proprietary Funds
Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The City maintains one type of proprietary funds. *Enterprise funds* are used to report the same functions presented as "business-type activities" in the government-wide financial statements. The City uses enterprise funds to account for its water, wastewater, solid waste, and airport operations.

Fiduciary Funds
Fiduciary funds are used to account for resources held for the benefit of parties outside the government. The Fiduciary fund held by the City is for the Volunteer Fire Fighters Alternate Pension & Benefit Plan. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

Notes to the Basic Financial Statements
The notes to the basic financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements and should be read with the financial statements.

Required Supplementary Information Other than this MD&A
Governments have the option of including the budgetary comparison statements for the general fund and major special revenue funds as either part of the fund financial statements within the basic financial statements, or as required supplementary information after the footnotes. The City has chosen to represent these budgetary statements as part of the required supplementary information. Additionally, governments are required to disclose certain information about employee pension funds.

Government-Wide Financial Statements Analysis
While this document contains information about the funds used by the City to provide services to its citizens, the statement of net position and statement of activities serve to provide an answer to the question of how the City, as a whole, performed financially throughout the year. These statements include all assets and liabilities using the accrual basis of accounting similar to the accounting used by the private sector. The basis for this accounting takes into account all of the current year's revenues and expenses regardless of when the cash is received or paid.

The net position may serve over time as a useful indicator of a government's financial position. The following table reflects the condensed Statement of Net Position of the City as of June 30, 2023, and 2022, showing that assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources for both governmental and business-type activities by a total of $820.7 million for the fiscal year ended June 30, 2023.

Analysis of Net Position
As noted earlier, the net position may serve as a useful indicator of a government's financial condition. For the City, assets exceeded liabilities by $820.7 million at the close of the current fiscal year. The net position consists of three components: 1) net investment in capital assets, 2) restricted, and 3) unrestricted. The net investment in capital assets of $543.2 million is 66.2% of the City's total net position. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the City's net position $113.1 million (13.8%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position, $164.4 million (20%), may be used to meet the government's ongoing obligations to citizens and creditors.

At the end of the current fiscal year, the City is able to report positive balances in all three categories of net position for the government as a whole.

City of Buckeye, Arizona
Condensed Statement of Net Position
June 30, 2023 and 2022

	Governmental Activities		Business-Type Activities		Total	
	2023	2022	2023	2022	2023	2022
ASSETS						
Current and other assets	$ 283,479,995	$ 235,486,172	$ 96,526,155	$ 96,330,250	$ 380,006,150	$ 331,816,422
Capital assets:						
Non-depreciable	230,025,708	214,045,657	59,028,789	41,858,905	289,054,497	255,904,562
Depreciable (net)	228,139,805	251,056,442	343,590,882	353,815,940	571,730,687	604,872,382
Total Assets	$ 741,645,508	$ 700,588,271	$ 499,145,826	$ 492,005,095	$ 1,240,791,334	$ 1,192,593,366
DEFFERRED OUTFLOWS OF RESOURCES						
Excess consideration for acquisition	$ -	$ -	$ 10,073,716	$ 13,394,880	$ 10,073,716	$ 13,394,880
Loss on refunding and defeasance	286,608	349,531	-	-	286,608	349,531
Pension related deferred outflows ASRS	7,470,522	6,384,022	2,149,453	1,889,928	9,619,975	8,273,950
Pension related deferred outflows PSPRS	16,749,567	13,933,227	-	-	16,749,567	13,933,227
Total deferred outflow of resources	$ 24,506,697	$ 20,666,780	$ 12,223,169	$ 15,284,808	$ 36,729,866	$ 35,951,588
Total assets and deferred outflows of resources	$ 766,152,205	$ 721,255,051	$ 511,368,995	$ 507,289,903	$ 1,277,521,200	$ 1,228,544,954
LIABILITIES						
Other liabilities	$ 50,739,369	$ 29,781,529	$ 9,321,547	$ 9,506,889	$ 60,060,916	$ 39,288,418
Non-current liabilities:						
Due within one year	14,457,915	13,940,855	8,931,183	8,614,504	23,389,098	22,555,359
Net Pension Liability - ASRS	31,269,825	22,149,358	8,997,094	6,474,866	40,266,919	28,624,224
Net Pension Liability - PSPRS	20,282,956	10,600,581	-	-	20,282,956	10,600,581
Due in more than one year	168,059,162	172,901,781	132,999,234	139,367,169	301,058,396	312,268,950
Compensated absences	3,972,798	2,922,476	435,719	363,469	4,408,517	3,285,945
Total Liabilities	$ 288,782,025	$ 252,296,580	$ 160,684,777	$ 164,326,897	$ 449,466,802	$ 416,623,477
DEFFERED INFLOWS OF RESOURCES						
Gain on refunding and defeasance	$ 345,902	$ 407,540	$ -	$ -	$ 345,902	$ 407,540
Public-Private Partnership	1,405,373	-	-	-	1,405,373	-
Pension related deferred inflows ASRS	823,679	7,017,696	236,991	2,051,560	1,060,670	9,069,256
Pension related deferred inflows PSPRS	4,583,614	13,159,533	-	-	4,583,614	13,159,533
Total deferred inflows of resources	$ 7,158,568	$ 20,584,769	$ 236,991	$ 2,051,560	$ 7,395,559	$ 22,636,329
NET POSITION						
Net investment in captial assets	$ 278,814,706	$ 281,390,225	$ 264,344,162	$ 253,198,485	$ 543,158,868	$ 534,588,710
Restricted for						
Impact fees	30,531,158	26,723,306	22,602,387	15,855,614	53,133,545	42,578,920
Highway and streets	2,881,520	3,387,849	-	-	2,881,520	3,387,849
Debt service	32,241,870	35,810,429	-	-	32,241,870	35,810,429
Capital projects	19,705,885	11,580,827	-	-	19,705,885	11,580,827
Other	5,174,862	4,416,579	-	-	5,174,862	4,416,579
Unrestricted	100,861,611	85,064,487	63,500,678	71,857,347	164,362,289	156,921,834
Total net position	$ 470,211,612	$ 448,373,702	$ 350,447,227	$ 340,911,446	$ 820,658,839	$ 789,285,148
Total liabilities, deferred inflows of resources and net position	$ 766,152,205	$ 721,255,051	$ 511,368,995	$ 507,289,903	$ 1,277,521,200	$ 1,228,544,954

Analysis of Changes in Net Position

The following table reflects the condensed Statement of Changes in Net Position for the fiscal years ended June 30, 2023, and 2022. This information helps understand the sources and uses of funds during the fiscal year.

City of Buckeye, Arizona
Changes in Net Position
For the Fiscal Years Ended June 30, 2023 and 2022

	Governmental Activities		Business-Type Activities		Total	
	2023	2022	2023	2022	2023	2022
REVENUES						
Program revenues						
Fees, fines and charges for services	$ 24,442,715	$ 27,610,633	$ 61,576,565	$ 60,437,161	$ 86,019,280	$ 88,047,794
Operating grants and contributions	9,928,294	18,342,070	24,087	39,711	9,952,381	18,381,781
Capital grants and contributions	15,081,896	19,617,788	11,737,538	12,540,950	26,819,434	32,158,738
General revenues						
Sales taxes	73,845,090	63,016,933	-	-	73,845,090	63,016,933
Property taxes	26,995,660	24,546,940	-	-	26,995,660	24,546,940
Franchise taxes	4,540,244	4,311,563	-	-	4,540,244	4,311,563
State-shared revenues	39,221,090	28,404,532	-	-	39,221,090	28,404,532
Investment earnings	3,964,485	(5,305,774)	1,759,212	310,243	5,723,697	(4,995,531)
Other	580,868	2,485,386	-	-	580,868	2,485,386
Total Revenues	$ 198,600,342	$ 183,030,071	$ 75,097,402	$ 73,328,065	$ 273,697,744	$ 256,358,136
EXPENSES						
General government	$ 26,086,209	$ 26,945,515	$ -	$ -	$ 26,086,209	$ 26,945,515
Public safety	52,710,533	42,166,263	-	-	52,710,533	42,166,263
Highways and streets	29,989,907	45,931,269	-	-	29,989,907	45,931,269
Culture and recreation	11,834,607	8,900,828	-	-	11,834,607	8,900,828
Development services	7,129,897	6,735,343	-	-	7,129,897	6,735,343
Engineering	7,231,771	4,922,661	-	-	7,231,771	4,922,661
Public works	7,734,391	7,104,002	-	-	7,734,391	7,104,002
Interest on long-term debt	6,892,040	7,300,110	-	-	6,892,040	7,300,110
Airport	-	-	1,262,447	1,132,244	1,262,447	1,132,244
Environmental Services	-	-	10,373,456	9,224,098	10,373,456	9,224,098
Wastewater	-	-	19,853,697	17,552,022	19,853,697	17,552,022
Water	-	-	39,447,860	29,393,943	39,447,860	29,393,943
Total Expenses	$ 149,609,355	$ 150,005,991	$ 70,937,460	$ 57,302,307	$ 220,546,815	$ 207,308,298
Excess or deficiency (before extraordinary items and transfers)	48,990,987	33,024,080	4,159,942	16,025,758	53,150,929	49,049,838
Transfers	(5,375,839)	(4,914,667)	5,375,839	4,914,667	-	-
Change in net position	43,615,148	28,109,413	9,535,781	20,940,425	53,150,929	49,049,838
Net position at beginning of year, as restated	426,596,464	420,264,289	340,911,446	319,971,021	767,507,910	740,235,310
Total net position	$ 470,211,612	$ 448,373,702	$ 350,447,227	$ 340,911,446	$ 820,658,839	$ 789,285,148

Governmental Activities. Governmental activities increased the City's net position by $43.6 million from the prior fiscal year.

Total revenues for governmental activities increased by approximately $15.6 million from the previous fiscal year. The greatest increase in revenue can be found in the areas of sales taxes, State-shared revenues, property taxes and investment earnings in the amount of $33.4 million.

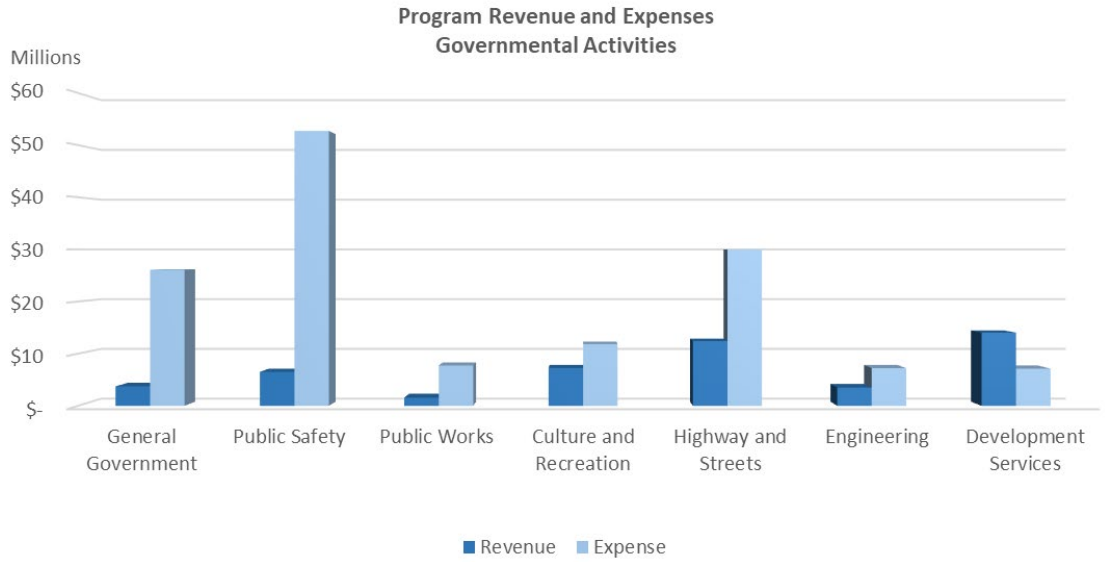
- Fines, Fees, and Charges decreased over the prior year by $3.2 million. This decrease was due to a reduction in the number of permits issued and plan reviews completed.
- Operating and Capital Grants and other Contributions decreased by $8.4 million over the previous fiscal year. The primary reason for the decrease was due to the one-time distribution in fiscal year 2022 when the City received $10 million in ARPA funding from the Department of Treasury.
- As the population in the City continues to grow, the number of businesses and assessed property values within the City are also increasing. This growth is directly related to the increase in property taxes and sales tax collections. Sales tax increased by $10.8 million when compared to the prior fiscal year primarily in the area of contracting activity and retail. Due to the increase in assessed values with the City especially in the various Community Facilities District, property taxes increased by $2.4 million.

- Franchise Fees increased by $228,681 from the prior year due the continued increase in residential construction.
- State Shared Revenues increased by $10.8 million due to a positive State's economy and an increase in the City's population.
- Investment earnings increased during the fiscal year by $9.3 million due to a realized gain in the change in market value in the City's investments.

Total expenses decreased in the Governmental funds by $396,636 over the previous year. This decrease is accounted for by:

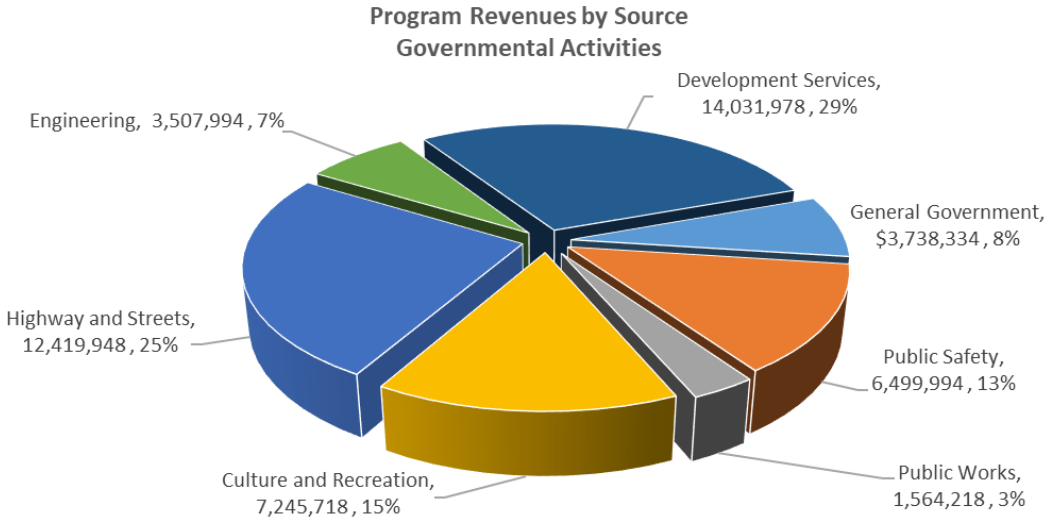
- General Government decreased by $859,306 over the prior year. The decrease is primarily attributed to a reduction in operating expenditures and Personnel costs in the City Manager's and Non-Departmental departments.
- Public Safety expenditures increased by $10.5 million due primarily to the increase in personnel services and pension expenses.
- Highway and Streets decreased by $16 million which can be attributed to the recording in FY22 of non-capitalized reimbursement for both Verrado District 1 and Festival community facilities districts but not in FY23 and a decrease in pavement maintenance.
- Culture and Recreation increased by $2.9 million due to the increase in salaries and health benefits.
- Development Services increased by $394,554 due primarily to an increase in salaries and benefits.
- Engineering increased by $2.3 million due to an increase in salaries and benefits and professional services.
- Public Works increased by $630,389. This increase was primarily due to an increase in salaries and benefits and an increase in professional services and building repairs.

The following chart illustrates the City's governmental revenues and expenditures by function.



As shown, Public Safety (Police and Fire) and Highways and Streets and are the largest functions in expenses at 35.2% and 20% respectively, followed by General Government (City Council, City Manager, City Clerk, Finance, and City Court) at 17.4%, Culture and Recreation at 7.9%, Public Works at 5.2%, Engineering at 4.8% and Development Services at 4.7%.

General revenues such as sales and use taxes (e.g., transaction privilege taxes), property taxes, franchise taxes and intergovernmental are not shown by a program but are effectively used to support program activities of the City. Sales taxes and franchise fees account for 54.2% of the total. Intergovernmental revenues (e.g., state-shared sales tax, state revenue sharing franchise fees, and auto lieu) account for 27.1% of the total. Property taxes account for 18.7% of the total.

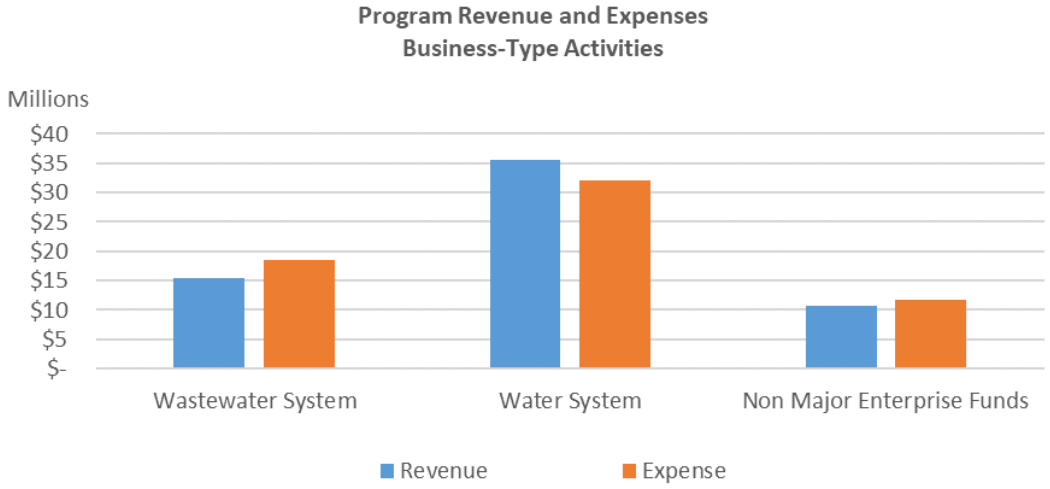


Business-Type Activities. Business-type activities increased the City's net position by $9.5 million during the fiscal year ended June 30, 2023.

Total revenues for business-type activities increased by $1.8 million over the previous fiscal year. Fees, fines, and charges for services showed an increase of $1.1 million. Charges for services increased due to additional utility customers. The decrease in the Operating/Capital Grants and Contributions categories was primarily due to a decrease in the number and amount of Federal Grants awarded. In addition, there was an increase in the investment earnings of $1.4 million for the fiscal year.

Total expenses increased by $13.6 million over the prior year and was due to a $5.3 million increase in salaries and benefits and contractual services during the year. In addition, depreciation and amortization increased by $4.8 million.

As shown in the chart below, the Water System had operating expenses of $32.1 million and Wastewater expenses totaling $18.4 million. For the fiscal year, the Water System charges for services revenues exceeded expenses by $3.4 million, and Wastewater expenditures exceeded revenues by $3 million.



Fund Financial Statements Analysis

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of resources that are available for spending. Such information is useful in assessing the City's financing requirements. In particular, unreserved fund balances may serve as a useful measure of a government's net resources available for spending at the end of a fiscal year. Types of governmental funds reported by the City include the General Fund, Impact Fee Funds, CFD Funds for both capital improvements and debt service, and Non-major Governmental Funds, which includes Special Revenue Funds and Capital Project Funds among others.

As of June 30, 2023, the City's governmental funds reported combined ending fund balances of $193.1 million, an increase of $28.6 million from June 30, 2022. Approximately 65.3% of this total, as reflected in the table below, is the General Fund balance, which is available for contribution to the designated, undesignated, and reserved fund balances. Approximately $98.1 million of this total amount constitutes unassigned fund balance, which is available for spending at the City's discretion. The remainder of the fund balance is: 1) non-spendable ($1.1 million) for inventory and prepaid items and 2) restricted ($66.8 million) for special revenue funds, capital improvement funds, community facilities districts and debt service, and 3) committed ($27.1 million) for future tax abatement and contractual obligations.

City of Buckeye, Arizona
Fund Balances - Governmental Funds
For the Fiscal Years Ended June 30, 2023 and 2022

	Governmental Activities		Increase (Decrease)
	2023	2022	from FY 2022
General Funds	$ 126,072,234	$ 109,885,001	$ 16,187,233
Impact Fee Funds	30,531,158	26,723,306	3,807,852
Capital Improvement Fund	8,087,059	3,843,041	4,244,018
Watson Road CFD	5,209,663	4,905,962	303,701
HURF Fund	3,138,886	3,576,490	(437,604)
Nonmajor Governmental Funds	20,055,563	15,529,328	4,526,235
	$ 193,094,563	$ 164,463,128	$ 28,631,435

General Fund. The General Fund is the chief operating fund of the City. At the end of the current fiscal year, the unassigned fund balance of the general fund was $98.1 million. As a measure of the general fund's liquidity, it may be useful to compare total unassigned and total fund balance to total fund expenditures. The unassigned fund balance represents 87.3% of total general fund expenditures of $112.4 million.

According to the City's financial policy, the City's general fund will maintain an "unassigned" fund balance with a target of a minimum of 15% of general fund operating expenditures. The intention of the "unassigned" fund balance is to provide additional stability to the general fund recognizing the cyclical nature of the economy and the volatility of the major revenue sources of the City. Funds above the minimum targets will be retained in the unassigned general fund balance. As of June 30, 2023, the City had set aside 87.3% of general fund operating expenditures.

The fund balance of the City's general fund increased by $16.2 million. Key factors in this change were:

- The increase in sales taxes has been a contributing factor in the fund balance increase. Construction sales tax continues to increase as the number of single-family and large commercial/industrial building permits increase. The sales tax increase due to construction is considered a one-time revenue and used only for one-time expenditures.
- State Shared revenues continue to increase due to the City's population growth.
- Another factor adding to the increase was an increase in investment earnings for this fiscal year.

HURF (Highway User Revenues Fund). The HURF Fund, which is required by Arizona law to be accounted for separately from all other funds, decreased by $437,604 during the fiscal year. HURF revenue collections were below budget by approximately $175,318 and expenditures exceeded revenues by approximately $2.4 million. A majority of the increase in expenditures was an increase in amount paid for pavement maintenance but also an increase in both fuel and material costs.

Impact Fee Funds. Fund balance increased during the fiscal year by approximately $3.8 million. The increase is attributed to revenue collections exceeding budget by approximately $3.7 million and expenditures being lower than budgeted. Total impact fees ending fund balance was $30.5 million. The multiple public safety projects did not progress forward as anticipated for the fiscal year which is why budgeted expenditures did not occur and therefore the increase in fund balance.

Capital Improvement Funds. Fund balance increased by $4.2 million. The increase is largely due to transferring funds for project estimates, but the projects did not progress forward as anticipated for the fiscal year.

Watson Road Community Facility District. During the fiscal year, the Watson Road CFD Fund balance increased by $303,701. Interest and fiscal charges were less this fiscal year with a corresponding increase in the revenues, specifically in investment earnings.

Proprietary Funds. The City's proprietary fund financial statements provide the same type of information found in the government-wide financial statements but in more detail. The total net position for business-type activities (enterprise funds) was $350.4 million. At the end of the fiscal year, unrestricted net position for the proprietary funds were $63.5 million, a decrease of $8.4 million.

Unrestricted net position at the end of the year is as follows for the indicated funds:

City of Buckeye, Arizona
Unrestricted Net Position - Proprietary Funds
For the Fiscal Years Ended June 30, 2023 and 2022

	Business-Type Activities		Increase (Decrease)
	2023	2022	from FY 2022
Water Fund	$ 45,054,838	$ 56,273,425	$ (11,218,587)
Wastewater Fund	17,920,737	14,866,161	3,054,576
Nonmajor Fund	525,103	717,761	(192,658)
	$ 63,500,678	$ 71,857,347	$ (8,356,669)

Utility rates will be set at a minimum to ensure the ratio of revenue to debt meets bond indenture requirements of 1.20:1 ratio. The City's goal will be to maintain a minimum ratio of utility revenue to debt service of 1.6:1 to ensure debt coverage in times of revenue fluctuations attributable to weather or other causes, and to ensure a balanced pay-as-you-go capital improvement plan. Currently, both utility funds have incurred debt. As of June 30, 2023, both utility systems have met the minimum net revenues to the debt ratio. Additional information is available in Table 14, Pledge-Revenue Coverage.

Budgetary Highlights

The City's annual budget is the legally adopted expenditure control document of the City. Budgetary comparison statements are required for the General Fund and all major special revenue funds may be found beginning on page 72. These statements compare the original adopted budget and revised budget, and the actual expenditures prepared on a budgetary basis.

Revenues collected in the general fund exceeded budgeted amounts by $2.8 million. Actual expenditures were less than the amount budgeted by $37.2 million as the general fund department activities continue to be closely monitored. Differences between budget and actual for revenues and expenditures amounts relate to an increase sales tax, investment earning, and charges for services. The difference was primarily attributable to the following reasons:

- Revenue results were over budget by $2.8 million. Sales tax (i.e., transaction privilege tax) revenues were above estimates by $4 million; licenses and permit revenues for building and related permits were down by $2.8 million.
- Investment earnings had a budget excess of $2.4 million and total Intergovernmental revenues had a budget deficit of $1.2 million. The increase in investment earnings was due to a conservative budget due to an unpredictable market.
- Operating expenditures had a positive variance to budget of $9.5 million. Capital outlay had a positive variance to a budget of $20.4 million due to many projects still being delayed due to COVID which has caused supply chain issues and labor shortages.
- Contingency budget remaining at year-end was approximately $2.9 million.

Capital Asset

The City's capital assets for its governmental and business-type activities as of June 30, 2023, amount to $860.8 million (net of accumulated depreciation).

Capital assets include land and improvements; buildings and improvements; infrastructure; furniture, machinery, equipment and vehicles; the airport campus; the water system; and the wastewater system. The City contracts for solid waste services.

The following table provides details of the City's capital assets as of June 30, 2023:

City of Buckeye, Arizona
Capital Assets at June 30, 2023
(Net of Depreciation)

	Governmental Activities	Business-Type Activities	Total
Land	$ 180,249,716	$ 14,485,978	$ 194,735,694
Water Rights	-	9,617,863	9,617,863
Construction in progress	49,775,992	34,868,034	84,644,026
Land improvements	23,494,707	1,717,777	25,212,484
Buildings and improvements	45,581,728	58,588,743	104,170,471
Infrastructure	138,945,938	-	138,945,938
Machinery and equipment	20,117,432	7,379,154	27,496,586
Wastewater system	-	105,832,445	105,832,445
Water system	-	170,129,676	170,129,676
	$ 458,165,513	$ 402,619,670	$ 860,785,183

Below is a listing of the major capital asset events that occurred during this fiscal year. Some of these capital projects were started during the previous fiscal years and are either still ongoing or have been completed and recorded during fiscal year 2023.

- Both the Miller and Broadway and Miller and Southern traffic signal and intersection improvement project were completed in fiscal year 2023 to a cost of $3,290,748 and $2,571,158 respectively
- Sundance Park Phase II is underway with an additional $13,255,183 expended in fiscal year 2023 and when completed, it will have a lake, splash pad, multi-use sports field, amphitheater, and more amenities. The grand opening of Phase II took place in September 2023.
- The Police Training Center is in progress with a total of $6,677,565 expended on this project and the Police Communications Center has started with total cost to date of $625,120.
- Senior Center Kitchen Remodel was completed in fiscal year 2023 for a total of $1,911,063. This expansion will assist with the demand for meals/services due to the increase in the population growth in Buckeye.
- There are multiple traffic signal and intersection improvement projects in process with total costs to date of $9 million.
- The purchase of land for the 30-Acre Community Park in the north zone of Buckeye totaled $2.3 million and the design for the park has commenced.

Business Type

- Sundance WRF Centrifuge project was completed in fiscal year 2023 for a total cost of $1.5 million. Additionally, Sundance WRF Upgrades are in progress with $2.6 million being expended in fiscal year 2023.
- Central WRF Upgrades are in progress with a total of $4,281,527 total costs to date.
- Drill Well #13 project total costs to date are $3.4 million.
- Water Treatment Farallon #16 project to date cost equals $5.2 million.
- Verrado Road Waterline project expended an additional $4.5 million in fiscal year 2023.

For governmental-wide financial statement presentations, all depreciable capital assets were depreciated from acquisition date to the end of the current fiscal year. Fund financial statements record capital assets purchases as expenditures. See note 7 on page 43 in the notes to the financial statements for further information regarding capital assets.

Long-Term Debt

At the end of the fiscal year, the City had total long-term obligations outstanding of $367.1 million. Of this amount, $149.9 million (40.8%) is Community Facilities District bonds backed solely by the property owners within the various CFDs. Improvement district bonds of $4.1 million (1.1%) are backed principally by the property owners within the improvement district which the City is liable in the event of default by the owners subject to the assessment. An additional $9.1 million (governmental activities) and $127.2 million (business-type activities) of outstanding debt is secured by pledges of specific revenue sources of the City. The remaining $76.8 million (20%) is for compensated absences, deferred amounts on bond premiums and discounts, contracts payable and pension liability related to ASRS and PSPRS per GASB 68. See note 9 on page 46 in the notes to the financial statements for additional information regarding the City's long-term debt obligations and other long-term liabilities.

The State Constitution limits the amount of general obligation debt a city may issue to six percent of its total assessed valuation. The current six percent debt limitation for the City is $63.7 million. Also, the State constitution limit allows a city to issue an additional 20 percent of its total assessed valuation for water, wastewater, lights, transportation, public safety, open space preserves, parks, playgrounds, and recreational facilities. The current 20 percent debt limitation for the City is $212.2 million. The City has no property tax authority and no outstanding general obligation debt outstanding as of June 30, 2023.

The following table shows the long-term obligations of the City (including both the current and long-term portions of those obligations) as of June 30, 2023.

City of Buckeye, Arizona
Long-term Obligations at June 30, 2023

	Governmental Activities	Business-Type Activities	Total
Improvement district bonds	$ 4,095,000	$ -	$ 4,095,000
Revenue bonds	9,131,000	127,218,637	136,349,637
Community facility district bonds	149,897,775	-	149,897,775
Deferred amount on premium	5,063,011	3,503,990	8,567,001
Deferred amount on discount	(127,624)	-	(127,624)
Contracts Payable	-	3,414,911	3,414,911
Compensated absences	3,972,798	435,719	4,408,517
Net Pension Liability - ASRS	31,269,825	8,997,094	40,266,919
Net Pension Liability - PSPRS	20,282,956	-	20,282,956
	$ 223,584,741	$ 143,570,351	$ 367,155,092

Fiscal Year 2023-2024 Budget Proposal Highlights

The total for this balanced budget is $565.6 million excluding budgeted transfers and includes significant investments in services for our citizens, our employees, and the City's infrastructure. It complies with Council-adopted policy, including a fully funded contingency reserve.

The City's population continues to increase. Buckeye has a population of 119,434 and is currently growing at a rate of 8.57% annually and staff is predicting that the City's population will exceed 129,000 in the upcoming year. Buckeye will continue focusing on solid, long-term financial planning to ensure our residents are receiving the key services they expect now and in the future. Currently, Buckeye's financial outlook is very strong, however we are prepared for a recession if needed. While single family residential permits have declined, the city continues to be one of the fastest growing communities in the nation. Multi-family, build-to-rent, apartments, townhomes, and other types of housing are making their way through the permitting process. Growth trends show significant increases in retail, services, healthcare, and business relocation.

General Fund major revenue sources include:

- $85 million projected city sales taxes
- $47.9 million in intergovernmental revenues
- $19 million in permitting revenues
- $13 million property tax revenues

The City's primary property tax rate has been reduced to $1.6513 per $100.00 of taxable value, a decrease from $1.7048 the previous year. The City's assessed value increased by 15.6% over the prior year which will result in an increase in property tax levy assessed values due to new construction which also contributed to the increase in the City tax levy. While there are more needs than available funds, the focus of this year's proposed expenditure plan is on creating a balance between investing in citizen services, investing in our employees, and investing in our infrastructure. Examples of increased services include additional street paving projects, new park trails, and equipment. Other investments include:

- $80 million in bonds for water rights in the Harquahala Valley
- $16.5 million for Jackrabbit Trail improvements from Thomas to McDowell Roads
- $11.5 million for the Blue Horizons Fire Station
- $11.5 million for a new Police Communication Center
- $11 million for Rooks Road bridge over the Buckeye Irrigation District
- $4.2 million for communication towers
- $4 million for Buckeye Airport improvements
- $2.3 million for the North Zone Community Park

The budget includes the addition of 65.3 positions. Out of these positions, 14 positions were approved for the Police department, 9 positions for the Fire department, 7 Community Services positions, 4 positions for the Engineering Department, 3 positions for the Finance Department, 4 positions in the Public Works and Streets, 3 positions in the Information Technology Department and 7 in Water Resources Department. These new positions will allow the City to respond to the needs of the community and still result in a slight decrease in the number of employees per 1,000 residents. Additionally, to attract and retain a quality team of employees, the budget includes a 5 percent cost of living adjustment and a 3 percent merit increase.

There are 59 capital improvement projects totaling approximately $147.5 million in this year's CIP budget. In addition to the projects mentioned above, the following projects are also part of the City's five-year capital improvement plan:

- $20.3 million for the Farallon Water Campus #16
- $13.5 million in various wastewater related CIP projects including the Sundance Wastewater Reclamation facility improvements.
- $11.5 million for new wells

As one of the fastest-growing cities in the country, with a planning area of over 642 square miles, the budget for FY 2023-24 focuses on meeting the demands of growth and smart planning for future needs.

Financial Contact Information

This report is designed to provide a general overview of the City's finances for those with an interest in the topic and to demonstrate accountability in the use of public funds. Questions about any of the information provided in this report, or requests for additional financial information should be addressed to:

City of Buckeye
Finance Department
530 East Monroe Avenue
Buckeye, AZ 85326
623-349-6000 (main telephone number)

or visit the City's website at www.buckeyeaz.gov. Financial documents and reports are available on the website (select Departments, select Finance, select Reports), along with many other City government documents, reports, and information.

City of Buckeye, Arizona

Statement of Net Position

June 30, 2023

ASSETS	Primary Government		
	Governmental Activities	Business-Type Activities	Total
Cash and investments	$ 228,784,580	$ 82,761,242	$ 311,545,822
Receivables, net			
Accounts receivable	917,872	7,816,331	8,734,203
Taxes receivable	153,033	-	153,033
Intergovernmental	11,895,307	2,387,873	14,283,180
Special assessments receivable	23,782,775	-	23,782,775
Accrued interest	123,112	-	123,112
Public-Private Partnership	1,405,373	-	1,405,373
Other	1,373,896	-	1,373,896
Inventory	302,506	546,581	849,087
Prepaid expenses	798,157	40,655	838,812
Restricted assets			
Cash with paying agent	13,375,705	2,973,473	16,349,178
Restricted cash	567,679	-	567,679
Capital assets			
Land and construction in progress	230,025,708	59,028,789	289,054,497
Facilities, infrastructure and equipment (net of depreciation)	228,139,805	343,590,882	571,730,687
Total assets	741,645,508	499,145,826	1,240,791,334
DEFERRED OUTFLOWS OF RESOURCES			
Excess consideration provided for acquisition	-	10,073,716	10,073,716
Loss on refunding and defeasance	286,608	-	286,608
Pension related deferred outflows - ASRS	7,470,522	2,149,453	9,619,975
Pension related deferred outflows - PSPRS	16,749,567	-	16,749,567
Total deferred outflows of resources	24,506,697	12,223,169	36,729,866
LIABILITIES			
Accounts payable and other current liabilities	18,343,116	5,945,537	24,288,653
Accrued wages and benefits	177,664	245,262	422,926
Contracts payable	-	1,138,304	1,138,304
Retainage Payable	54,867	637,692	692,559
Unearned revenue	21,300,821	300,000	21,600,821
Customer deposits payable	10,726,537	1,054,752	11,781,289
Other current liabilities	136,364	-	136,364
Noncurrent liabilities			
Due within one year			
Matured debt interest payable	3,280,431	2,015,993	5,296,424
Matured debt principal payable	11,177,484	6,915,190	18,092,674
Compensated absences	3,001,449	329,186	3,330,635
Due in more than one year			
Bonds payable	168,059,162	130,722,627	298,781,789
Contracts payable	-	2,276,607	2,276,607
Net pension liability - ASRS	31,269,825	8,997,094	40,266,919
Net pension liability - PSPRS	20,282,956	-	20,282,956
Compensated absences	971,349	106,533	1,077,882
Total liabilities	288,782,025	160,684,777	449,466,802
DEFERRED INFLOWS OF RESOURCES			
Gain on refunding and defeasance	345,902	-	345,902
Public-Private Partnership	1,405,373	-	1,405,373
Pension related deferred inflows - ASRS	823,679	236,991	1,060,670
Pension related deferred inflows - PSPRS	4,583,614	-	4,583,614
Total deferred inflows of resources	7,158,568	236,991	7,395,559
NET POSITION			
Net investment in capital assets	278,814,706	264,344,162	543,158,868
Restricted for			
Impact fees	30,531,158	22,602,387	53,133,545
Highways and Streets	2,881,520	-	2,881,520
Debt service	32,241,870	-	32,241,870
Capital projects	19,705,885	-	19,705,885
Other special purposes	5,174,862	-	5,174,862
Unrestricted	100,861,611	63,500,678	164,362,289
Total net position	$ 470,211,612	$ 350,447,227	$ 820,658,839

The notes to the financial statements are an integral part of this statement.

City of Buckeye, Arizona

Statement of Activities

For the Year Ended June 30, 2023

Functions/Programs	Expenses	Program Revenues: Fees, Fines, and Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary government:				
Governmental activities				
General government	$ 26,086,209	$ 3,534,471	$ 203,863	$ -
Public safety	52,710,533	971,928	905,470	4,622,596
Highways and streets	29,989,907	584	7,488,071	4,931,293
Culture and recreation	11,834,607	1,853,699	1,330,890	4,061,129
Public works	7,734,391	97,340	-	1,466,878
Development services	7,129,897	14,031,978	-	-
Engineering	7,231,771	3,507,994	-	-
Interest on long-term debt	6,892,040	444,721	-	-
Total governmental activities	149,609,355	24,442,715	9,928,294	15,081,896
Business-type activities				
Water	39,447,860	35,485,175	-	8,187,460
Wastewater	19,853,697	15,435,206	-	3,550,078
Environmental Services	10,373,456	10,317,291	-	-
Airport	1,262,447	338,893	24,087	-
Total business-type activities	70,937,460	61,576,565	24,087	11,737,538
Total primary government	$ 220,546,815	$ 86,019,280	$ 9,952,381	$ 26,819,434

General revenues:
- Taxes:
  - Sales taxes
  - Property taxes
  - Franchise taxes
- Unrestricted revenues:
  - State revenue sharing
  - State sales tax revenue sharing
  - Auto lieu tax revenue sharing
- Investment earnings
- Other

Transfers

Total general revenues and transfers

Change in net position

Net position - beginning, as restated

Net position - ending

The notes to the financial statements are an integral part of this statement.

Primary Government		
Governmental Activities	Business-type Activities	Total
$ (22,347,875)	$ -	$ (22,347,875)
(46,210,539)	-	(46,210,539)
(17,569,959)	-	(17,569,959)
(4,588,889)	-	(4,588,889)
(6,170,173)	-	(6,170,173)
6,902,081	-	6,902,081
(3,723,777)	-	(3,723,777)
(6,447,319)	-	(6,447,319)
(100,156,450)	-	(100,156,450)
-	4,224,775	4,224,775
-	(868,413)	(868,413)
-	(56,165)	(56,165)
-	(899,467)	(899,467)
-	2,400,730	2,400,730
$ (100,156,450)	$ 2,400,730	$ (97,755,720)
73,845,090	-	73,845,090
26,995,660	-	26,995,660
4,540,244	-	4,540,244
19,219,613	-	19,219,613
14,976,476	-	14,976,476
5,025,001	-	5,025,001
3,964,485	1,759,212	5,723,697
580,868	-	580,868
(5,375,839)	5,375,839	-
143,771,598	7,135,051	150,906,649
43,615,148	9,535,781	53,150,929
426,596,464	340,911,446	767,507,910
$ 470,211,612	$ 350,447,227	$ 820,658,839

City of Buckeye, Arizona
Balance Sheet
Governmental Funds
June 30, 2023

	General	Special Revenue Fd: Highway Users Revenue Fund	Capital Projects Fund: Impact Fees Funds	Capital Projects Fund: Capital Improvement Fund	Debt Service: Watson Road CFD
ASSETS					
Cash and investments	$ 131,378,635	$ 3,108,444	$ 30,531,158	$ 29,610,989	$ 3,101,571
Receivables, net					
Accounts	791,102	-	-	-	-
Taxes	149,084	-	-	-	-
Intergovernmental	10,706,866	701,130	-	-	16,692
Special assessments	-	-	-	-	12,536,894
Accrued interest	123,112	-	-	-	-
Public-Private Partnership	1,405,373	-	-	-	-
Other	565,843	-	-	808,053	-
Due from other funds	251,388	-	-	-	-
Inventory	45,140	257,366	-	-	-
Prepaid items	784,982	-	-	-	-
Restricted assets					
Cash with paying agent	883,353	-	-	-	3,921,244
Restricted cash	-	-	-	-	-
Total assets	$ 147,084,878	$ 4,066,940	$ 30,531,158	$ 30,419,042	$ 19,576,401
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES					
Liabilities:					
Accounts payable	$ 7,257,045	$ 871,259	$ -	$ 2,197,116	$ -
Accrued wages and benefits	84,485	56,795	-	-	-
Due to other funds	-	-	-	-	-
Unearned revenues	614,009	-	-	20,080,000	-
Retainage payable	-	-	-	54,867	-
Customer deposits payable	10,631,791	-	-	-	-
Other current liabilities	136,364	-	-	-	-
Matured debt interest payable	184,777	-	-	-	222,071
Matured debt principal payable	698,800	-	-	-	1,607,773
Total liabilities	19,607,271	928,054	-	22,331,983	1,829,844
Deferred Inflows of Resources:					
Public-Private Partnership	1,405,373	-	-	-	-
Special assessments not yet due	-	-	-	-	12,536,894
Total deferred inflows of resources	1,405,373	-	-	-	12,536,894
Fund Balances:					
Nonspendable	830,122	257,366	-	-	-
Restricted:					
Impact Fees	-	-	30,531,158	-	-
Highways and Streets	-	2,881,520	-	-	-
Capital Projects	-	-	-	8,087,059	-
Other Special Purposes	-	-	-	-	-
Debt Service	-	-	-	-	5,209,663
Committed	27,138,724	-	-	-	-
Unassigned	98,103,388	-	-	-	-
Total fund balances	126,072,234	3,138,886	30,531,158	8,087,059	5,209,663
Total liabilities, deferred inflows of resources and fund balances	$ 147,084,878	$ 4,066,940	$ 30,531,158	$ 30,419,042	$ 19,576,401

The notes to the financial statements are an integral part of this statement.

Nonmajor Governmental Funds	Total Governmental Funds
$ 31,053,783	$ 228,784,580
126,770	917,872
3,949	153,033
470,619	11,895,307
11,245,881	23,782,775
-	123,112
-	1,405,373
-	1,373,896
-	251,388
-	302,506
13,175	798,157
8,571,108	13,375,705
567,679	567,679
$ 52,052,964	$ 283,731,383
$ 8,017,696	$ 18,343,116
36,384	177,664
251,388	251,388
606,812	21,300,821
-	54,867
94,746	10,726,537
-	136,364
2,873,583	3,280,431
8,870,911	11,177,484
20,751,520	65,448,672
-	1,405,373
11,245,881	23,782,775
11,245,881	25,188,148
13,175	1,100,663
-	30,531,158
-	2,881,520
11,618,826	19,705,885
5,174,862	5,174,862
3,249,432	8,459,095
-	27,138,724
(732)	98,102,656
20,055,563	193,094,563
$ 52,052,964	$ 283,731,383

City of Buckeye, Arizona

Reconciliation of the Balance Sheet
to the Statement of Net Position
Governmental Activities
June 30, 2023

Fund balances - total governmental funds		$ 193,094,563
Amounts reported for governmental activities in the statement of net position are different because:		
Special assessment revenue not available for current financial resources		23,782,775
Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds.		
Governmental capital assets	753,423,710	
Less accumulated depreciation	(295,258,197)	458,165,513
Long-term liabilities, including bonds payable, that are not due and payable in the current period and therefore are not reported in the governmental funds.		
Improvement bonds	(4,095,000)	
Revenue bonds	(9,131,000)	
Community facilities district bonds	(149,897,775)	
Loss on refunding and defeasance of bonds	286,608	
Gain on refunding and defeasance of bonds	(345,902)	
Premium on long-term debt issued	(5,063,011)	
Discount on long-term debt issued	127,624	
Compensated absences	(3,972,798)	
Net Pension Liability - ASRS	(31,269,825)	
Net Pension Liability - PSPRS	(20,282,956)	
Deferred inflow of resources - ASRS	(823,679)	
Deferred inflow of resources - PSPRS	(4,583,614)	
Deferred outflow of resources - ASRS	7,470,522	
Deferred outflow of resources - PSPRS	16,749,567	(204,831,239)
Net position of governmental activities		$ 470,211,612

The notes to the financial statements are an integral part of this statement.

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City of Buckeye, Arizona

Statement of Revenues, Expenditures and Changes in Fund Balances

Governmental Funds

For the Year Ended June 30, 2023

	General	Special Revenue Fd: Highway Users Revenue Fund	Capital Projects Fund: Impact Fees Funds	Capital Projects Fund: Capital Improvement Fund	Debt Service: Watson Road CFD
REVENUES					
Taxes:					
Sales taxes	$ 73,362,148	$ -	$ -	$ -	$ -
Property taxes	12,123,020	-	-	-	-
Franchise fees	4,540,244	-	-	-	-
Intergovernmental	39,221,090	7,488,071	-	3,040,475	-
Fines and forfeitures	1,088,807	-	-	-	-
Licenses and permits	17,539,972	-	-	-	-
Charges for services	4,975,159	584	-	-	-
Developer agreements	-	-	-	-	-
Contributions and donations	-	-	-	900,000	-
Impact fees	-	-	9,273,472	-	-
Special assessments	-	-	-	-	2,357,426
Investment earnings	2,858,894	99,021	648,656	-	64,090
Other	518,980	250	-	-	-
Total revenues	156,228,314	7,587,926	9,922,128	3,940,475	2,421,516
EXPENDITURES					
Current:					
General government	24,335,295	-	-	-	-
Public safety	49,228,100	-	1,539	-	-
Highway and streets	-	9,405,982	-	-	-
Culture and recreation	8,326,459	-	2,307	-	-
Public works	6,441,821	-	-	-	-
Development services	6,709,548	-	-	-	-
Engineering	6,851,891	-	-	84,961	-
Debt service:					
Principal retirement	698,800	-	-	-	1,671,773
Interest and fiscal charges	371,339	-	-	-	446,042
Issuance costs of long term debt	-	-	-	-	-
Capital outlay	9,468,230	619,548	-	25,987,467	-
Total expenditures	112,431,483	10,025,530	3,846	26,072,428	2,117,815
Excess (deficiency) of revenues over expenditures	43,796,831	(2,437,604)	9,918,282	(22,131,953)	303,701
OTHER FINANCING SOURCES (USES)					
Bonds issued	-	-	-	-	-
Premiums issued	-	-	-	-	-
Transfers in	1,778,741	2,000,000	-	26,375,971	-
Transfers out	(29,388,339)	-	(6,110,431)	-	-
Total other financing sources (uses)	(27,609,598)	2,000,000	(6,110,431)	26,375,971	-
Net Change in Fund Balances	16,187,233	(437,604)	3,807,851	4,244,018	303,701
Fund Balances, Beginning of Year	109,885,001	3,576,490	26,723,307	3,843,041	4,905,962
Fund Balances, End of Year	$ 126,072,234	$ 3,138,886	$ 30,531,158	$ 8,087,059	$ 5,209,663

The notes to the financial statements are an integral part of this statement.

Nonmajor Governmental Funds	Total Governmental Funds
$ 482,942	$ 73,845,090
14,872,640	26,995,660
-	4,540,244
2,265,109	52,014,745
-	1,088,807
-	17,539,972
330,100	5,305,843
238,486	238,486
401,071	1,301,071
-	9,273,472
1,844,180	4,201,606
293,824	3,964,485
-	519,230
20,728,352	200,828,711
1,385,507	25,720,802
953,206	50,182,845
5,627,938	15,033,920
1,831,141	10,159,907
-	6,441,821
-	6,709,548
-	6,936,852
9,345,911	11,716,484
5,834,756	6,652,137
239,903	239,903
2,039,121	38,114,366
27,257,483	177,908,585
(6,529,131)	22,920,126
6,075,000	6,075,000
559,865	559,865
11,177,548	41,332,260
(6,757,047)	(42,255,817)
11,055,366	5,711,308
4,526,235	28,631,434
15,529,328	164,463,129
$ 20,055,563	$ 193,094,563

City of Buckeye, Arizona

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance of Governmental Funds to the Statement of Activities

For the Year Ended June 30, 2023

Net change in fund balances - total governmental funds		$ 28,631,435
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.		
Expenditures for capital assets	39,038,809	
Capital contributions	1,466,878	
Transfer to Proprietary Funds	(4,452,282)	
Less current year depreciation	(21,175,881)	14,877,524
The net effect on the disposal of capital assets		(36,872)
Some revenues reported in the governmental funds that did not provide current financial resources in prior years have been recognized previously in the statement of activities and therefore are not reported as revenues in the statement of activities.		
Special assessments		(3,756,885)
The issuance of long-term debt (e.g. bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. The issuance of long-term debt increases long-term liabilities on the statement of net position and the repayment of principal on long-term debt reduces long-term debt on the statement of net position. Likewise, refunding and defeasance of existing debt reduces the balance of long-term debt without adding additional debt. Also, governmental funds report the effect of issuance costs, premiums, discounts, and similar items when the debt is first issued, whereas these items are deferred and amortized over the term of the long-term debt in the statement of activities.		
Issuance of long-term debt	(6,075,000)	
Premiums on debt issued	(559,865)	
Principal payments on long-term debt	11,716,484	
Amortization of loss on refunding and defeasance	(62,923)	
Amortization of gain on refunding and defeasance	61,638	
Pension Expense - ASRS	(1,839,951)	
Pension Expense - PSPRS	1,709,884	4,950,267
Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in the governmental funds.		
Net increase in compensated absences		(1,050,322)
Change in net position of governmental activities		$ 43,615,147

The notes to the financial statements are an integral part of this statement.

City of Buckeye, Arizona
Statement of Net Position
Proprietary Funds
June 30, 2023

ASSETS	Wastewater	Water	Nonmajor Enterprise Fund	Totals
Current assets:				
Cash and investments	$ 23,889,954	$ 57,495,986	$ 1,375,302	$ 82,761,242
Cash with trustee	263,623	2,709,850	-	2,973,473
Accounts receivable, net	1,640,850	5,054,079	1,121,402	7,816,331
Intergovernmental receivable	2,387,873	-	-	2,387,873
Inventory	-	534,021	12,560	546,581
Prepaid expenses	963	36,492	3,200	40,655
Total current assets	28,183,263	65,830,428	2,512,464	96,526,155
Noncurrent assets:				
Capital assets:				
Land	5,104,366	4,709,122	4,672,490	14,485,978
Buildings and improvements	71,758,309	23,911,232	2,969,178	98,638,719
Land improvements	393,406	417,046	12,263,859	13,074,311
Distribution and collection systems	176,767,532	250,885,192	-	427,652,724
Water rights	-	9,674,778	-	9,674,778
Machinery and equipment	6,867,800	7,596,452	686,369	15,150,621
Less accumulated depreciation & amortization	(100,360,333)	(96,786,204)	(13,778,956)	(210,925,493)
Construction in progress	10,052,946	22,373,257	2,441,830	34,868,033
Capital assets, net	170,584,026	222,780,875	9,254,770	402,619,671
Total assets	198,767,289	288,611,303	11,767,234	499,145,826
DEFERRED OUTFLOWS OF RESOURCES				
Excess consideration provided for acquisition	-	10,073,716	-	10,073,716
Pension related deferred outflows - ASRS	577,435	1,346,603	225,415	2,149,453
Total deferred outflows of resources	577,435	11,420,319	225,415	12,223,169
LIABILITIES				
Current liabilities:				
Accounts payable	593,007	4,399,066	953,464	5,945,537
Accrued wages and benefits	58,791	160,471	26,000	245,262
Contracts payable	-	1,138,304	-	1,138,304
Retainage payable	20,805	605,206	11,681	637,692
Unearned revenue	-	300,000	-	300,000
Customer deposits payable	349,179	483,482	222,091	1,054,752
Compensated absences	79,639	217,183	32,364	329,186
Accrued interest payable	81,492	1,934,501	-	2,015,993
Accrued principal payable	1,406,970	5,508,220	-	6,915,190
Total current liabilities	2,589,883	14,746,433	1,245,600	18,581,916
Noncurrent liabilities:				
Compensated absences	25,773	70,286	10,474	106,533
Contracts payable	-	2,276,607	-	2,276,607
Bonds, notes and loans payable	6,646,989	124,075,638	-	130,722,627
Net pension liability - ASRS	2,417,005	5,636,559	943,530	8,997,094
Total noncurrent liabilities	9,089,767	132,059,090	954,004	142,102,861
Total liabilities	11,679,650	146,805,523	2,199,604	160,684,777
DEFERRED INFLOWS OF RESOURCES				
Pension related deferred inflows - ASRS	63,666	148,472	24,853	236,991
Total deferred inflows of resources	63,666	148,472	24,853	236,991
NET POSITION				
Net investment in capital assets	162,509,262	92,591,811	9,243,089	264,344,162
Restricted:				
Impact fees	7,171,409	15,430,978	-	22,602,387
Unrestricted	17,920,737	45,054,838	525,103	63,500,678
Total net position	$ 187,601,408	$ 153,077,627	$ 9,768,192	$ 350,447,227

The notes to the financial statements are an integral part of this statement.

City of Buckeye, Arizona

Statement of Revenue, Expenses and Changes in Fund Net Position

Proprietary Funds

For the Fiscal Year Ended June 30, 2023

	Wastewater	Water	Nonmajor Enterprise Fund	Total
OPERATING REVENUES				
Charges for services	$ 15,379,501	$ 31,787,992	$ 10,255,125	$ 57,422,618
Other fees and charges	39,870	3,609,888	185,045	3,834,803
Other operating revenues	15,835	87,295	216,014	319,144
Total operating revenues	15,435,206	35,485,175	10,656,184	61,576,565
OPERATING EXPENSES				
Salaries, wages and employee benefits	3,018,935	7,642,768	1,280,323	11,942,026
Contractual services, materials and expenses	3,088,955	7,169,745	9,327,683	19,586,383
Other operating expenses	3,270,775	4,735,556	692,748	8,699,079
Depreciation and amortization	9,052,804	12,576,931	335,149	21,964,884
Total operating expenses	18,431,469	32,125,000	11,635,903	62,192,372
Operating income (loss)	(2,996,263)	3,360,175	(979,719)	(615,807)
NON-OPERATING REVENUES (EXPENSES)				
Impact fees	2,104,377	4,508,744	-	6,613,121
Investment earnings	460,000	1,266,779	32,433	1,759,212
Interest expense	(162,985)	(3,867,781)	-	(4,030,766)
Intergovernmental	-	-	24,087	24,087
Developer reimbursements	(262,040)	-	-	(262,040)
Total non-operating revenues (expense)	2,139,352	1,907,742	56,520	4,103,614
Income (loss) before transfers and capital contributions	(856,911)	5,267,917	(923,199)	3,487,807
Capital contributions	1,445,701	3,678,716	-	5,124,417
Transfers in	-	-	989,835	989,835
Transfers out	-	-	(66,278)	(66,278)
Total net transfers	1,445,701	3,678,716	923,557	6,047,974
Change in net position	588,790	8,946,633	358	9,535,781
Total net position - beginning	187,012,618	144,130,994	9,767,834	340,911,446
Total net position - ending	$ 187,601,408	$ 153,077,627	$ 9,768,192	$ 350,447,227

The notes to the financial statements are an integral part of this statement.

City of Buckeye, Arizona

Statement of Cash Flows

Proprietary Funds

For the Fiscal Year Ended June 30, 2023

	Wastewater	Water	Nonmajor Enterprise Fund	Totals
Cash flows from operating activities				
Receipts from customers	$ 15,094,424	$ 35,160,095	$ 10,363,331	$ 60,617,850
Payments to suppliers	(7,240,312)	(11,107,301)	(9,831,909)	(28,179,522)
Payments to employees	(3,184,548)	(7,431,153)	(1,281,629)	(11,897,330)
Customer deposits received (paid)	(10,243)	(67,266)	(21,127)	(98,636)
Net cash provided (used) by operating activities	4,659,321	16,554,375	(771,334)	20,442,362
Cash flows from capital and related financing activities				
Impact fees	2,104,377	4,508,744	-	6,613,121
Developer reimbursements	(262,040)	-	-	(262,040)
Intergovernmental	-	-	24,087	24,087
Purchases of capital assets	(3,871,074)	(15,627,216)	(539,846)	(20,038,136)
Interest paid on capital debt	(176,342)	(3,928,832)	-	(4,105,174)
Proceeds from capital debt	-	499,479	-	499,479
Principal paid on capital debt	(1,370,390)	(6,494,575)	-	(7,864,965)
Net cash provided (used) by capital and related financing activities	(3,575,469)	(21,042,400)	(515,759)	(25,133,628)
Cash flows from noncapital financing activities				
Transfers from (to) other funds	-	-	923,557	923,557
Net cash from (used in) noncapital financing activities	-	-	923,557	923,557
Cash flows from investing activities				
Investment earnings	460,000	1,266,779	32,433	1,759,212
Net cash from (used in) investing activities	460,000	1,266,779	32,433	1,759,212
Net increase (decrease) in cash and investment	1,543,852	(3,221,246)	(331,103)	(2,008,497)
Cash balance, July 1, 2022	22,609,725	63,427,082	1,706,405	87,743,212
Cash balance, June 30, 2023	$ 24,153,577	$ 60,205,836	$ 1,375,302	$ 85,734,715
Cash and investments	$ 23,889,954	$ 57,495,986	$ 1,375,302	$ 82,761,242
Cash with trustee	263,623	2,709,850	-	2,973,473
Cash balance, June 30, 2023	$ 24,153,577	$ 60,205,836	$ 1,375,302	$ 85,734,715

The notes to the financial statements are an integral part of this statement.

City of Buckeye, Arizona

Statement of Cash Flows

Proprietary Funds

For the Fiscal Year Ended June 30, 2023

	Wastewater	Water	Nonmajor Enterprise Fund	Totals
Reconciliation of operating income (loss) to net cash from (used in) operating activities:				
Operating income (loss)	$ (2,996,263)	$ 3,360,175	$ (979,719)	$ (615,807)
Adjustments to reconcile operating income (loss) to net cash from (used in) operating activities:				
Depreciation expense	9,052,804	9,310,909	335,149	18,698,862
Amortization	-	3,266,022	-	3,266,022
Add: Pension Expense	238,927	1,036,645	141,520	1,417,092
Add: Employer Pension Contribution	(260,304)	(607,039)	(101,615)	(968,958)
Changes in assets and liabilities:				
(Increase) decrease in accounts receivable	(340,782)	(166,332)	(292,853)	(799,967)
Increase in inventory	-	116,708	29,857	146,565
(Increase) decrease in prepaid expenses	(881)	(34,535)	32,169	(3,247)
Increase in retainage payable	-	-	11,681	11,681
Decrease in accounts payable	(879,701)	715,827	114,815	(49,059)
Increase in accrued wages and benefits	(143,766)	(280,380)	(51,542)	(475,688)
Increase in unearned revenues	-	(158,748)	-	(158,748)
Increase (decrease) in compensated absences payables	(470)	62,389	10,331	72,250
Increase (decrease) in customer deposits	(10,243)	(67,266)	(21,127)	(98,636)
Total adjustments	7,655,584	13,194,200	208,385	21,058,169
Net cash from (used in) operating activities	$ 4,659,321	$ 16,554,375	$ (771,334)	$ 20,442,362
Noncash investing, capital, and financing activities:				
Contributions of capital assets	1,445,701	3,678,716	-	5,124,417
	$ 1,445,701	$ 3,678,716	$ -	$ 5,124,417

City of Buckeye, Arizona
Statement of Net Position
Fiduciary Fund
June 30, 2023

	Pension Trust
ASSETS	
Cash and cash equivalents	$ 340,421
Total assets	$ 340,421
NET POSITION	
Restricted for pensions	$ 340,421
Total net position	$ 340,421

The notes to the financial statements are an integral part of this statement.

City of Buckeye, Arizona
Statement of Changes in Net Position
Fiduciary Fund
For the Year Ended June 30, 2023

	Pension Trust
Additions	
State fire insurance premium	$ 2,349
Investment earnings:	
Net increase in fair value of investments	39,162
Total additions, net of depreciation in fair value	41,511
Deductions	
Administration	2,274
Total deductions	2,274
Change in net position	39,237
Net position - beginning	301,184
Net position - ending	$ 340,421

The notes to the financial statements are an integral part of this statement.

Notes for Financial Statements

Note 1 – Summary of Significant Accounting Policies

The accompanying financial statements of the City of Buckeye, Arizona (the City) have been prepared in conformity with accounting principles generally accepted in the United States of America applicable to governmental units adopted by the Governmental Accounting Standards Board (GASB). A summary of the City's more significant accounting policies follows.

During the year ended June 30, 2023, the City implemented the provisions of GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*. The primary objective of this Statement is to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). Beginning balances for capital assets in the governmental activities have been restated by $21,777,238 to remove landfill assets and related accumulated depreciation due to PPP operator purchasing the land and constructing the landfill.

During the year ended June 30, 2023, the City implemented the provisions of GASB Statement No. 96, *Subscription-Based Information Technology Arrangements (SBITA)*. This Statement will improve financial reporting by establishing a definition for SBITAs and providing uniform guidance for accounting and financial reporting for transactions meeting that definition. This statement will enhance the relevance and reliability of the City's financial statements by requiring the City to report a subscription asset and subscription liability for a SBITA and to disclose essential information about the arrangement. The disclosure will allow users to understand the scale and important aspects of a government's SBITA activities and evaluate the City's obligations and assets resulting from SBITAs. The City's analysis of SBITA's in effect at the beginning of the year resulted in no changes to beginning balances reported in the financial statements due to the implementation of this standard.

A. Financial Reporting Entity

The City was incorporated in 1929 under the provisions of the State of Arizona. In accordance with Arizona Revised Statues, the City adopted the Council/Manager form of government. The City is a municipal government that is governed by a separately elected governing body. It is legally separate from and fiscally independent of other state and local governments. The City provides basic government services to its citizens including public safety, roads, water, wastewater, planning and zoning, parks and recreation facilities, library, and general administrative services. The accompanying financial statements present the City and its blended component units, entities for which the City is considered to be financially accountable. Per GASB Statement No. 14, and as amended by GASB Statement No. 61, the component units discussed below have been included in the City's reporting entity because of the significance of their operational or financial relationship with the City.

Per GASB Statement 39, *Determining Whether Certain Organizations are Component Units*; the City includes in its financial statements all entities for which the City's Mayor and Council are financially accountable. As the primary government, the City is financially accountable if it appoints a voting majority of an organization's governing body, and: 1) it can impose its will on that organization, or 2) there is a potential for that organization to provide specific benefits to or impose specific financial burdens on the primary government. Additionally, the primary government may be financially accountable if an organization is fiscally dependent on the primary government.

Individual Component Units - Blended

Community Facilities Districts were formed to acquire and improve public infrastructure in specified land areas. As special purpose districts and separate political subdivisions under the Arizona Constitution, the Districts can levy taxes and issue bonds independently of the City. Property owners in the designated areas are assessed for District taxes and thus for the cost of operating the Districts. The City Council serves as the Board of Directors; however, the City has no liability for the districts' debt. Although it is legally separate from the City, the districts are reported as if it is part of the primary government because the districts' governing body is substantively the same as the governing body of the City and management of the City has operational responsibility for the Districts. Included within the reporting entity are the following Districts: Anthem Communities, Elianto Community Facilities District, Festival Ranch Community Facilities District, Mirielle Community Facilities District (collectively, the Districts), Sundance Community Facilities District, Tartesso West Community Facilities District, Trillium West Community Facilities District, Verrado Community Facilities District No. 1 (formerly Whitestone District No. 1), Verrado

Western Overlay Community Facilities District, Watson Road Community Facilities District, and Westpark Community Facilities District. Complete financial statements for the Districts may be obtained from the City's Finance Department.

Also included with the reporting entity is the Buckeye Pollution Control Corporation (the Corporation). The Corporation was formed to control, prevent, abate, store and dispose of solid waste and other pollutants and contaminants in the general vicinity of the City. The Corporation is a separate legal entity under the Arizona Constitution and can issue bonds independently of the City and is considered a component unit. The City has no liability for debt issued by the Corporation. The City Council has the authority to approve and remove directors of the Corporation and separate financial statements are not prepared.

The City has contracted with an outside agency to provide operations for its solid waste facility. The contract requires the outside agency to reserve funds under the closure and post-closure care costs. In the event of termination of the contract, the required reserve funds are to be remitted to the Arizona Department of Environmental Quality. Consequently, no liability for landfill closure and post-closure care costs have been recorded on the basic financial statements.

B. Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all the non-fiduciary activities of the primary government and its component units. The effect of interfund activity has been removed from these statements. *Governmental activities,* which are normally supported by taxes and intergovernmental revenues, are reported separately from *business-type activities,* which rely to a significant extent on fees and charges for support.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues.*

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds even though the latter are excluded from the government-wide financial statements. Major individual governmental and enterprise funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting,* as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting.* Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting, except expenditures related to compensated absences and claims and judgments, which are recorded only when payment is due. However, since debt service resources are provided during the current year for payment of long-term principal and interest due early in the following year, the expenditures and related liabilities have been recognized in the Debt Service Fund.

Property taxes, intergovernmental grants and aid, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special

assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The City reports the following major governmental funds:

The General Fund is the City's primary operating fund. It accounts for all financial resources of the City, except those required to be accounted for in another fund, or when the City determines there is an operational advantage to do so.

The Highway User Fund (HURF), a Special Revenue fund, accounts for revenue and expenditures that are legally restricted to expenditures for transportation, the construction, repairs, and maintenance of public works and streets.

The Impact Fees Fund, a Capital Projects fund, accounts for resources accumulated and one-time expenditures made for new developments within the City.

The Capital Improvement Fund, a Capital Projects fund, established to account for resources and non-utility capital improvements projects.

The Watson Road CFD Debt Service Fund accounts for the resources accumulated and payments made for principal and interest on long-term debt associated with the Watson Road Community Facilities Districts.

The City reports the following major proprietary funds:

The Wastewater Fund accounts for the activities of the City's wastewater operations including wastewater development impact fees.

The Water Fund accounts for the activities of the City's water operations including water development impact fees.

The City reports the following fiduciary fund:

The Pension Trust Fund accounts for the activities of the Volunteer Firefighters' Relief and Pension Fund, a defined contribution plan for which the assets are held by the City in a trustee capacity. The Pension Trust Fund is reported using the accrual basis of accounting.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. However, charges for interfund services provided and used are not eliminated if the prices approximate their external exchange values.

Amounts reported as program revenues include: (1) charges for services, (2) operating grants and contributions, and (3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the wastewater and water funds are charges to customers for sales and services. Operating expenses for the enterprise funds include the cost of sales and services and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

When both restricted and unrestricted resources are available for use for governmental activities, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the City considers amounts to having been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the City Council has provided otherwise in its commitment or assignment actions. For business-type activities, the use of restricted resources is governed by the state statutes that regulate the use of impact fees.

D. Cash and Investment

Cash represents amounts in demand deposits and amounts held in trust by financial institutions. The funds held in trust are available to the City upon demand. The City considers short-term investments (including restricted assets) in the State of Arizona investment pool, mutual fund-money market, U.S. Treasury bills and notes with maturities of three months or less at acquisition date to be cash equivalents. For the purpose of the statement of cash flows, all pooled cash and investments are considered to be cash equivalents. Maturities in excess of three months when purchased may be deposited or withdrawn by the proprietary funds at any time without prior notice of penalty, therefore having the characteristics of demand deposits.

Buckeye maintains investment accounts for funds that are not legally required to be maintained separately. Each fund's equity in investments represents that fund's position in the consolidated accounts and determines that fund's allocation of interest earned. Arizona Revised Statutes regulate the investment of surplus cash. Buckeye limits its investments to U.S. government securities, the State of Arizona local government investment pool, certificates of deposit, bonds, repurchase agreements, corporate notes, commercial paper, and money market accounts. Investments are stated at fair value based on quoted market prices and cash equivalents are stated at amortized cost. The unrealized gains and losses on fair value of investments are included in the net increase (decrease) in fair values of investments in the fund statements and Statement of Activities.

E. Receivables and Payables

All receivables are shown net of an allowance for uncollectible accounts. For trade accounts receivable (miscellaneous receivable and utility billing receivables), amounts outstanding more than 120 days are included in this amount.

Activity between funds that is representative of lending/borrowing arrangements outstanding at the end of the fiscal year is referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). Any residual balances outstanding between the governmental activities and business-type activities are reported in government-wide financial statements as "internal balances".

F. Inventory and Prepaid Items

Inventories consist of expendable supplies and vehicle repair parts held for consumption. For the governmental funds inventories are reported using the purchase method, expenditures are incurred as inventory is purchased and an adjustment is made at year-end directly to inventory and fund balance. For the proprietary funds and government-wide statements inventories are reported using the consumption method, inventory is recorded when it is purchased and expensed as it is used. Inventory is valued using the average cost method. Certain payments to vendors reflect costs applicable to future accounting periods and are reported using the consumption method in both government-wide and fund financial statements and are therefore recorded as prepaid items.

G. Restricted Assets

Certain proceeds of the City's bonds, as well as certain resources set aside for their repayment, are classified as restricted assets on the statement of net position because they are maintained in separate bank accounts and their use is limited by applicable bond covenants.

H. Capital Assets

Capital assets, which include property, plant, infrastructure, furniture, equipment, and vehicles are reported in the governmental and business-type activities column in the government-wide financial statements as applicable and in the proprietary fund statements. Capital assets are defined by the City as assets with an initial, individual cost of more than $5,000 and an estimated useful life over one year.

Property, plant, furniture, equipment, and vehicles purchased or acquired is carried at historical cost or estimated historical cost. Contributed assets are recorded at acquisition value as of the date received. Additions, improvements, and other capital outlay that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

Depreciation on all assets is provided on a straight-line basis over the following estimated useful lives:

Furniture, machinery, and equipment	3-15 years
Software	10 years
Landfill	15 years
Vehicles	5-10 years
Building improvements	5-25 years
Land improvements	10-25 years
Infrastructure	10-50 years
Wastewater system	40 years
Water systems	40 years
Buildings	50 years

I. Deferred Outflows of Resources

For current refundings and advance refundings resulting in defeasance of debt, the difference between the reacquisition price and the net carrying amount of the old debt should be reported as a deferred outflow of resources or a deferred inflow of resources and recognized as a component of interest expense systematically and rationally over the remaining life of the old debt or the life of the new debt, whichever is shorter.

GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*, and GASB Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date*, require actuarial assumptions be made, based on the measurement date, in computing deferred outflows of resources determined in connection with recording total pension liability. Contributions made by the City to its pension plans since the measurement date of the plan's net pension liability, the difference between expected and actual experiences in the plan, changes in assumptions, and changes in the proportion and differences between employer contributions and the proportionate share of contributions to the plan are reported as pension-related deferred outflows of resources. The contributions made since the measurement date of the plan will be recognized when the time period in which the contributions were made are encompassed by the plan. The difference between expected and actual experiences in the plan, changes in assumptions, and the changes in the proportion and differences between employer contributions and the proportionate share of contributions to the plan are amortized over the estimated remaining work-life of active participants in the plan and recognized as a reduction of pension expense.

GASB Statement No. 69, *Government Combinations and Disposals of Government Operations* requires that in instances where the acquiring government provides consideration in excess of the net position acquired, the acquiring government should report the difference as a deferred outflow of resources. As of June 30, 2023, there was $10,073,716 in deferred outflows related to the excess consideration provided by the City in relation to the acquisition of Global Water Resources, Inc. (Global Water) on July 9, 2015. The City desired to acquire Global Water, a water utility service corporation, to enhance its water utility system in order to provide its residents with greater consistency in rates, water quality, water resource management, and other policies and practices relating to the provision of water utility services to its residents. This deferred outflow of resources is attributed to future periods systematically and rationally, based on the estimated service lives of the capital assets acquired. The amortization expense related to this deferred outflow for the year ended June 30, 2023, was $3,321,164. The deferred outflow will be reviewed periodically, and the estimated services' lives will be revised as necessary.

J. Compensated Absences

The City's employee vacation and sick leave policies provide for granting vacation and sick leave with pay. Sick leave and vacation benefits vest at the employee's current rate of pay. The current and long-term liabilities for accumulated vacation and sick leave are reported on the government-wide financial statements and in the proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured (for example, as a result of employee leave, resignation, and retirements). Resources from the General Fund are generally used to liquidate the governmental funds' liabilities for compensated absences.

K. Long-Term Obligations

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount. Under GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, bond issuance costs are expensed as incurred.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

L. Deferred Inflows of Resources

For current refundings and advance refundings resulting in defeasance of debt, the difference between the reacquisition price and the net carrying amount of the old debt should be reported as a deferred outflow of resources or a deferred inflow of resources and recognized as a component of interest expense systematically and rationally over the remaining life of the old debt or the life of the new debt, whichever is shorter.

Revenues and other governmental fund financial resources should be recognized in the accounting period in which they become both measurable and available. When an asset is recorded in governmental fund financial statements, but the revenue is not available, the government should report a deferred inflow of resources until the revenue becomes available.

GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*, and GASB Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date*, require actuarial assumptions be made, based on the measurement date, in computing deferred inflows of resources determined in connection with recording total pension liability. The difference between projected and actual investment earnings of the pension plan and changes in the proportion and differences between employer contributions and the proportionate share of contributions to the plan are presented as pension-related deferred inflows of resources. This difference between projected and actual investment earnings of the pension plan is amortized over five years and recognized as a component of pension expense. The changes in the proportion and differences between employer contributions and the proportionate share of contributions to the plan are amortized over the estimated remaining work-life of active participants in the plan and recognized as a reduction of pension expense.

M. Net Position

In the government-wide financial statements, the net position is reported in three categories: net investment in capital assets; restricted net position; and unrestricted net position. Net investment in capital assets includes all capital assets of the City both depreciable and non-depreciable net of accumulated depreciation and outstanding debt balances attributable to the acquisition, construction, or improvement of these assets. Net position in this category represents the infrastructure of the City and is not available to meet the City's needs. The restricted net position consists of amounts that have external restrictions imposed upon them by creditors, grantors, contributors, or laws or regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation. Net positions in this category represent amounts that are not available to meet the City's needs as they have been promised for other purposes. The unrestricted net position represents amounts that have not been restricted for any project or other purpose. These amounts are available to meet any needs of the City. While the unrestricted net position is technically available to be spent by the City, it is important to remember that the City has established financial policies that would prevent this. There are certain self-imposed criteria, such as maintaining a minimum operating fund balance that would further reduce the amount the City is willing to spend.

N. Fund Balance

The following classifications describe the relative strength of the spending constraints:

Non-spendable fund balance - amounts that cannot be spent either because they are in a non-spendable form (such as inventory and pre-paids) or because they are legally or contractually required to be maintained intact.

Restricted fund balance - amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation. The Restricted category Other special purposes is for Community Facility District (CFD) fund balances which are special purpose, tax levying public improvement districts that are separate and apart from the municipality.

Committed fund balance - amounts constrained to specific purposes by the City itself, using its highest level of decision-making authority (i.e., City Council). To be reported as committed, the amounts cannot be used for any other purpose unless the City Council approves by Resolution to remove or change the constraint. The Committed fund balance below reflects the contractual obligations between the City and developers for the construction of public infrastructure that will benefit the community.

Assigned fund balance - amounts the City intends to use for a specific purpose. Intent can be expressed by the City Council or by an official or body to which the City Council delegates authority. The City Council and the Chief Financial Officer have the authority to assign fund balances intended to be used for specific purposes.

Unassigned fund balance – represents the General Fund balance that has not been assigned to other funds that have not been restricted, committed, or assigned to specific purposes.

- The City's General Fund will maintain an "Unassigned" fund balance with a target of a minimum of fifteen percent (15%) of General Fund operating expenditures. The intention of the "Unassigned" fund balance is to provide additional stability to the General Fund recognizing the cyclical nature of the economy and the volatility of the major revenue sources of the City. Funds in excess of the minimum targets will be retained in the Unassigned General Fund Balance.

It is the government's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Governmental fund balances as of June 30, 2023 are as follows:

		Special Revenue	Capital Projects		Debt Service	Non-Major	
	General	Highway Users Revenue Fund	Impact Fees Fund	Capital Improvement	Watson Road CFD	Governmental Funds	Total
Fund Balance							
Non-spendable	$ 830,122	$ 257,366	$ -	$ -	$ -	$ 13,175	$ 1,100,663
Restricted							
Impact Fees	-	-	30,531,158	-	-	-	30,531,158
Highways and streets	-	2,881,520	-	-	-	-	2,881,520
Capital projects	-	-	-	8,087,059	-	11,618,826	19,705,885
Other special purposes	-	-	-	-	-	5,174,862	5,174,862
Debt Service	-	-	-	-	5,209,663	3,249,432	8,459,095
Committed	27,138,724	-	-		-	-	27,138,724
Unassigned	98,103,388	-	-	-	-	(732)	98,102,656
	$ 126,072,234	$ 3,138,886	$ 30,531,158	$ 8,087,059	$ 5,209,663	$ 20,055,563	$ 193,094,563

O. Deficit Fund Balance

During the year, there were deficit fund balances in Anthem Sun Valley, Elianto and Mirielle Special Revenue Funds. The deficits were due to an increase in legal expenses and inadequate collections through property taxes. The deficits will be eliminated in the next fiscal year through developer contributions, in accordance with the development agreements.

P. Property Tax

A primary tax levy is limited to an increase of two percent over the previous year's maximum allowable primary levy plus an increased dollar amount due to a net gain in property not taxed the previous year (Section 42-301, Arizona Revised Statutes). The two percent increase is based on the City's "maximum allowable levy" for the prior year.

Property taxes are recognized as revenues in the year they are levied and collected, or if they are collected within 60 days subsequent to fiscal year-end. Property taxes not collected within 60 days subsequent to fiscal year-end are reported as unavailable revenues.

The County levies real property taxes on or before the third Monday in August, that become due and payable in two equal installments. The first installment is due on the first day of October and becomes delinquent after the first business day in November. The second installment is due on the first day of March of the next year and becomes delinquent 30 days thereafter.

Q. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the statement of net position/balance sheet and the reported amounts of revenue and expenses/expenditures during the reporting period. Actual results could differ from the estimates.

Note 2 - Compliance and Accountability

Budgetary Information

According to the laws of the State of Arizona, all operating budgets must be approved by their governing board on or before the second Monday in August to allow sufficient time for legal announcements and hearings required for the adoption of the property tax levy on the third Monday in August.

In June, the proposed budget for the following fiscal year is presented by the City Manager to the City Council. The budget includes proposed expenditures and the means of financing them. A public meeting is held to obtain citizen comments.

Prior to July 15th, the City Council legally enacts the budget, through the passage of an ordinance. The ordinance sets the limit for expenditures for the year, within the voter-mandated state expenditure limitation. Additional expenditures may be authorized if directly necessitated by a natural or man-made disaster as prescribed in the state constitution. There were no supplemental appropriations made during the fiscal year 2023.

The maximum legal expenditure permitted for the year is the total budget as adopted. All funds of the City have legally adopted budgets. The initial budget for the fiscal year may be amended during the year in a legally permissible manner. The City adopts the budget by major program area for the General Fund and by funds for all others.

In practice, the City Council approves all budget transfers that cross appropriation lines on a monthly basis. All unencumbered expenditure appropriations expire at the end of the fiscal year. Encumbered amounts are re-budgeted in the following year as deemed appropriate and necessary after review by the Finance Department. Budgetary carryforwards are approved by the City Council through the budgetary process.

The budgets are adopted on a basis differing from GAAP in that for budgetary purposes: (1) bond proceeds for enterprise funds are considered revenue; (2) capital outlays for enterprise funds are treated as expenses; (3) debt service principal payments are treated as expenses for enterprise funds; (4) accrued compensated absences are not recognized as expenses; (5) depreciation and amortization are not recognized as expenses; (6) contributions to pension plans are recognized as an expense for enterprise funds.

The City is subject to the State of Arizona's Spending Limitation Law for Towns and Cities. This law does not permit the City to spend more than budgeted revenues plus the carryover unrestricted cash balance from the prior fiscal year. The limitation is applied to the total of the combined funds. The City complied with this law during the year.

The Community Facilities District Board annually approves the budgets for each of the Community Facility Districts (CFD). For presentation purposes, budgets for the various CFDs are not included within this report.

For presentation purposes, no budgets to actual statements were prepared for the Jackrabbit Trail ID O & M and Roosevelt Street ID O & M funds.

Note 3 - Deposits and Investments

Deposits – The City maintains a cash and investment pool that is available for use by all funds. Certain restricted funds are not part of the City's pool but rather are maintained with trustees. On June 30, 2023, the carrying amount of the City's pooled deposits was $98,805,720 and the bank balance was $101,223,356. The difference represents deposits in transit, outstanding checks, and other reconciling items. In addition to pooled deposits, the City also maintains deposits with paying agents and trustees. On June 30, 2023, the carrying amount of deposits with paying agents and trustees and the bank balance of deposits with paying agent and trustees were $16,689,599.

Custodial Credit Risk – Of pooled deposits, $392,766 were covered by federal depository insurance, $100,829,797 were collateralized by the pledging financial institution's trust department or agent but not in the City's name, and $798 was uninsured and uncollateralized. Cash on deposit with paying agents and trustees is collateralized by the City's agent in the City's name. The City maintains cash on hand in the form of petty cash and change funds. As of June 30, 2023, the total of these balances was $6,279.

Interest Rate Risk – It is the City's policy, to the extent possible and consistent with statutory requirements, to match its investments with anticipated cash flow requirements. The City will not directly invest in securities maturing more than five years from the date of purchase. As of June 30, 2023, the average portfolio duration was 2.34 years.

As of June 30, 2023, the City had the following investments and related maturities:

	Investment Maturities			
Investment Type	Less than 1 Year	1 to 3 Years	Greater than 3 years	Total
Money Market	$ 1,421,575	$ -	$ -	$ 1,421,575
State Investment Pool	36,429,940	-	-	36,429,940
Investment Sweep	9,756,344	-	-	9,756,344
US Treasury Notes	19,818,272	52,507,207	2,229,100	74,554,579
Supra-National Agency Bond/Note	2,073,106	1,055,494	-	3,128,599
Federal Agency Collateralized Mortgage	-	1,385,817	-	1,385,817
Federal Home Loan Bank (FHLB)	-	5,954,620	-	5,954,620
Federal Farm Credit Bank (FFCB)	-	2,970,030	2,965,500	5,935,530
Federal Home Loan Mortgage Corporation	-	2,966,310	4,989,830	7,956,140
Corporate Note	407,815	41,231,301	919,036	42,558,152
Certificate of Deposits	-	1,395,042	-	1,395,042
Asset-Backed Security	89,589	3,676,042	19,052,014	22,817,645
	$ 69,996,641	**$ 113,141,863**	**$ 30,155,480**	**$ 213,293,983**

Credit Risk – The risk that an issuer of an investment will not fulfill its obligations to the holder of the investment. State law limits investments in commercial paper and corporate bonds to the top two ratings issued by nationally recognized statistical rating organizations. The City's policy is to diversify its investments by security type and institution. As of June 30, 2023, the City's investments were rated in the following manner:

Investment Type	Rating Agency	Rating	Balance 6/30/2023	Avg Rate	% of Total
Money Market	n/a	Not Rated	$ 1,421,575	n/a	0.67%
State Investment Pool	n/a	Not Rated	36,429,940	n/a	17.08%
Investment Sweep	n/a	Not Rated	9,756,344	n/a	4.57%
US Treasury Notes	Moody's	AAA	74,554,579	2.07%	34.95%
Supra-National Agency Bond/Note	Moody's	AAA	3,128,599	0.46%	1.47%
Federal Agency Collateralized Mortgage	Moody's	AAA	1,385,817	3.57%	0.65%
Federal Home Loan Bank (FHLB)	Moody's	AAA	5,954,620	5.31%	2.79%
Federal Farm Credit Bank (FFCB)	Moody's	AAA	5,935,530	5.19%	2.78%
Federal Home Loan Mortgage Corporation	Moody's	AAA	7,956,140	5.51%	3.73%
Corporate Note	Moody's	A1 or higher	42,558,152	2.90%	19.95%
Certificate of Deposits	Moody's	A1 or higher	1,395,042	4.80%	0.65%
Asset-Backed Security	Moody's	AAA or Not Rated	22,817,645	2.67%	10.70%
			$ 213,293,983	2.81%	100.00%

Concentration of Credit Risk – The concentration of credit risk is the risk of a loss attributed to the magnitude of a government's investment in a single issuer. The City's policy is to maintain a diversified portfolio to minimize the risk of loss resulting from over concentration of assets in a specific maturity.

Note 4 - Fair Value Measurement and Disclosures

The City reports certain investments at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that we can access at the measurement date.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

Level 3 – Unobservable inputs for the asset or liability. In these situations, we develop inputs using the best information available in the circumstances.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to an entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to our assessment of the quality, risk, or liquidity profile of the asset or liability.

The State of Arizona's Treasurer Pool is an external investment pool, the Local Government Investment (LGIP Pool 5), with no regulatory oversight. The pool as an investment company is not registered with the Securities and Exchange Commission. The activity and performance of the pool is reviewed monthly by the State Board of Investment. The fair value of each participant's shares in the pool and the participants' shares are not identified with specific investments. Participants in the pool are not required to categorize the value of shares in accordance with the fair value hierarchy. The City's investments are invested in U.S. agency step-up securities, which are considered to be highly sensitive to interest rate changes. These securities can be

called by the issuer on certain specified dates. If the security is not called, the interest rate is increased by a specified amount. Prevailing interest rates may go up faster than the increase in the coupon interest rate.

U.S. Government obligations are valued by the custodians of the securities using pricing models based on credit quality, time to maturity, stated interest rates and market-rate assumptions, and are classified within Level 2. Corporate notes, CD's and asset-backed securities are also classified within Level 2.

Note 5 - Excess of Expenditures over Appropriations

In the General Fund, the Police Department personnel services exceeded their budget. For the General Fund, budgetary control shall be at the department level and managed separately between personnel, the operating budget and the capital budget. Expenditure appropriations for all other funds are adopted at the fund level.

For presentation purposes, we have elected to show any deficits at the line-item level within departments/divisions, all of which were funded by available fund balances within the General Fund.

	Budgeted Amounts		Actual Amounts	Variance Between Final Budget and
	Adopted	Final	Budgetary	Actual Amounts
Public safety:				
Police				
Personnel services	$ 23,473,433	$ 23,533,433	$ 23,898,879	$ (365,446)

The deficit in personnel services budget for the **Police Department** was due to unbudgeted vacation and leave redemption payout.

Note 6 - Receivables

Receivables as of year-end for the government's individual major and non-major funds in the aggregate, as shown in the balance sheet, including the applicable allowances for uncollectible accounts, are as follows:

Receivables	Accounts	Taxes	Inter-governmental	Special Assessments	Interest	Public-Private Partnership	Other	Gross Receivables	Less: Allowance for Uncollectibles	Net Total Receivables
General Fund	$ 791,102	$ 149,084	$ 10,706,866	$ -	$ 123,112	$ 1,405,373	$ 565,843	$ 13,741,380	$ -	$ 13,741,380
HURF	-	-	701,130	-	-	-	-	701,130	-	701,130
Capital Improvement Fund	-	-	-	-	-	-	808,053	808,053	-	808,053
Watson Road CFD	-	-	16,692	12,536,894	-	-	-	12,553,586	-	12,553,586
Nonmajor Governmental Funds	126,770	3,949	470,619	11,245,881	-	-	-	11,847,219	-	11,847,219
Wastewater	1,728,994	-	2,387,873	-	-	-	-	4,116,867	(88,144)	4,028,723
Water	5,158,832	-	-	-	-	-	-	5,158,832	(104,753)	5,054,079
Nonmajor Enterprise Funds	1,248,501	-	-	-	-	-	-	1,248,501	(127,099)	1,121,402
	$ 9,054,199	$ 153,033	$ 14,283,180	$ 23,782,775	$ 123,112	$ 1,405,373	$ 1,373,896	$ 50,175,568	$ (319,996)	$ 49,855,572

Note 7 - Capital Assets

Public-Private Partnerships (PPP)

The Buckeye Pollution Control Corporation (BPCC), a blended component unit of the City, City of Buckeye, and Allied Waste (operator) entered into an agreement in 1994, amended in 2016 and 2018 to construct and operate a regional landfill. The operator purchased approximately 305 acres of land and made improvements to the land to operate the regional landfill. In 2016 the operator acquired another 289 acres from the State Land Department to expand the landfill. The original term of the of agreement was 60 years and was extended in 2016 to December 31, 2106. The operator pays BPCC a minimum of $25,000 and 7.5 percent of all gate revenues per year. The $25,000 minimum payment is credited against the gate revenues. The City only recognizes the present value of the $25,000 payments over the term of the agreement in the financial statements. The City uses a discount rate of 1 percent. The City reported $1,405,373 in PPP Receivables and Deferred Inflows as of 6/30/2023. Variable payments received from the operator during the current year are recognized as inflows in the amount of $1,058,607. The City is not recognizing a capital asset or receivable related to the landfill capital assets, as the landfill assets were purchased

by the operator, and at the end of the term it is expected the landfill will be closed, offering no service utility to BPCC or the City.

Capital asset activity for the year ended June 30, 2023, was as follows:

City of Buckeye, Arizona
Schedule of Activity in Capital Assets

	Capital Assets June 30, 2022	Increases	Decreases	Transfers	Capital Assets June 30, 2023
Governmental activities:					
Capital assets, not being depreciated:					
Land	$ 177,664,349	$ 600	$ -	$ 2,584,767	$ 180,249,716
Construction in progress	36,381,308	25,737,467	(32,503)	(12,310,280)	49,775,992
Total capital assets, not being depreciated	214,045,657	25,738,067	(32,503)	(9,725,513)	230,025,708
Capital assets, being depreciated:					
Land improvements	34,526,222	993,333	-	223,104	35,742,659
Building and improvements	62,325,246	470,473	-	1,596,999	64,392,718
Infrastructure	364,703,617	7,742,317	-	1,363,111	373,809,045
Machinery, equipment and vehicles	44,185,233	5,561,497	(2,383,167)	2,090,017	49,453,580
Total capital assets being depreciated	505,740,318	14,767,620	(2,383,167)	5,273,231	523,398,002
Less accumulated depreciation for:					
Land improvements	(10,685,467)	(1,562,485)	-	-	(12,247,952)
Building and improvements	(17,090,038)	(1,720,952)	-	-	(18,810,990)
Infrastructure	(220,914,094)	(13,949,013)	-	-	(234,863,107)
Machinery, equipment and vehicles	(27,771,515)	(3,943,431)	2,378,798	-	(29,336,148)
Total accumulated depreciation	(276,461,114)	(21,175,881)	2,378,798	-	(295,258,197)
Total capital assets, being depreciated, net	229,279,204	(6,408,261)	(4,369)	5,273,231	228,139,805
Governmental activities capital assets, net	443,324,861	19,329,806	(36,872)	(4,452,282)	458,165,513
Business-type activities:					
Capital assets, not being depreciated:					
Land	14,485,978	-	-	-	14,485,978
Water Rights	3,883,259	100,000	-	-	3,983,259
Construction in progress	17,798,148	19,844,743	(1,086,618)	(1,688,239)	34,868,034
Total capital assets, not being depreciated	36,167,385	19,944,743	(1,086,618)	(1,688,239)	53,337,271
Capital assets, being depreciated:					
Wastewater system	175,398,977	371,352	-	997,203	176,767,532
Water system	247,210,494	253,241	-	3,421,457	250,885,192
Water Rights	5,691,519	-	-	-	5,691,519
Land improvements	13,049,085	25,226	-	-	13,074,311
Building and improvements	98,387,758	250,962	-	-	98,638,720
Machinery, equipment and vehicles	12,013,220	1,519,510	(103,971)	1,721,862	15,150,621
Total capital assets being depreciated	551,751,053	2,420,291	(103,971)	6,140,522	560,207,895
Less accumulated depreciation for:					
Wastewater system	(64,185,567)	(6,749,520)	-	-	(70,935,087)
Water system	(73,127,921)	(7,627,595)	-	-	(80,755,516)
Water Rights	-	(56,915)	-	-	(56,915)
Land improvements	(11,136,088)	(220,446)	-	-	(11,356,534)
Building and improvements	(37,410,903)	(2,639,074)	-	-	(40,049,977)
Machinery, equipment and vehicles	(6,383,113)	(1,492,325)	103,971	-	(7,771,467)
Total accumulated depreciation	(192,243,592)	(18,785,875)	103,971	-	(210,925,496)
Total capital assets, being depreciated, net	359,507,461	(16,365,584)	-	6,140,522	349,282,399
Business-type activities capital assets, net	395,674,846	3,579,159	(1,086,618)	4,452,283	402,619,670
Total	$ 838,999,707	$ 22,908,965	$ (1,123,490)	$ -	$ 860,785,182

Depreciate expense was charged to functions/programs of the primary government as follows:

Governmental activites:	
General government	$ 957,988
Public safety	3,262,198
Highways and streets	14,805,286
Culture and recreation	1,228,617
Development services	68,694
Engineering	26,756
Public Works	826,342
Total depreciation expense - governmental activities	$ 21,175,881
Business-Type activities:	
Water	$ 9,334,979
Sewer	9,132,707
Airport	282,503
Solid Waste	35,686
Total depreciation expense - business-type activities	$ 18,785,875

Note 8 - Construction Commitments

The City has various active construction projects on June 30, 2023. At fiscal year-end, the City's commitments with contractors were as follows:

Governmental Activities

Project	Spent-to-date	Remaining Commitment
Blue Horizons Fire Station #707	$ 474,180	$ 11,500,000
Police Communications Center	625,120	11,000,000
Rooks Road Bridge BID	16,500	11,000,000
30-Acre Community Park North Zone	219,972	2,300,000
City Hall Space Planning TI	1,555,141	2,250,000
Communication Tower, ParkNRide	916,778	2,000,000
Sundance Park Phase II	26,923,646	1,459,224
Durango Street - Miller to Yuma	854,013	1,250,000
Miller Road - Durango to Lower Buckeye	1,061,671	1,000,000
Watson-Broadway DCR	167,431	900,000
	$ 32,814,451	$ 44,659,224

Business-type Activities

Project	Spent-to-date	Remaining Commitment
Water Treatment Facility Farallon #16	$ 5,206,812	$ 20,275,000
Sundance Well #10	1,593,562	7,000,000
SWRF Improvements	3,709,529	5,000,000
Reach Line Connection	1,489,476	4,500,000
Verrado Rd Waterline	4,480,581	3,000,000
Tartesso Arsenic Treatment	24,120	3,000,000
Valencia System Water Mains Upgrade	63,773	2,000,000
EPCOR Connection-Verrado	257,943	1,500,000
Manhole Rehab & Assessment	619,531	1,000,000
	$ 17,445,329	$ 47,275,000

Note 9 - Long-Term Debt

The following are brief descriptions of bonds and long-term loans/obligations outstanding as of June 30, 2023. There are several limitations and restrictions contained in the various documents, and the City complies with all significant limitations and restrictions.

Water Infrastructure Finance Authority Debt

The City has various loan agreements with the Water Infrastructure Finance Authority of Arizona (WIFA) Revolving Fund Loan Program for the acquisition and construction of water and wastewater facilities and obtaining water rights.

On November 20, 2009, the City entered into a 20-year agreement with the WIFA for $12,000,000 in water and wastewater system revenue debt obligation as part of the water infrastructure improvements related to the expansion of the water and wastewater plant. As part of this agreement, the City has covenanted that the system revenue will produce sufficient revenues to cover the operating and maintenance expenses of the systems plus 120 percent of the aggregate payments on the loan including any outstanding parity obligations. Interest accrues at a rate of 2.50 percent annually. Annual debt service payments of varying amounts are due through July 2029. As of June 30, 2023, the total principal remaining is $1,829,793 and the City complied with all covenants. (See table 14.)

On April 5, 2013, the City entered into a 20-year agreement with WIFA for $7,370,000 in water and wastewater system revenues debt obligation as part of the water infrastructure improvements related to constructing, acquiring, and improving water reclamation and recharge systems. As part of this agreement, the City has covenanted that the water and wastewater plant will produce sufficient revenues to cover operating and maintenance expenses of the plant plus 120 percent of the aggregate payments on the loan including any outstanding parity obligations. Interest accrues at a rate of 2.5 percent. Annual payments of varying amounts are due through July 2032. As of June 30, 2023, the total principal remaining is $3,262,256, and the City complied with all covenants.

On April 5, 2013, the City entered into an agreement with WIFA for $5,065,000 in water and wastewater system revenues debt obligation as part of the water infrastructure improvements related to constructing and acquiring waterline to extend and connect existing services. As part of this agreement, the City has covenanted that the water and wastewater plant will produce sufficient revenues to cover operating and maintenance expenses of the plant plus 120 percent of the aggregate payments on the loan including any outstanding parity obligations. Interest accrues at a rate of 2.975 percent. Annual payments are $228,118 through July 2032. As of June 30, 2023, the total principal remaining is $1,778,225, and the City complied with all covenants.

On April 5, 2013, the City entered into an agreement with WIFA for $3,617,450 in water and wastewater system revenues debt obligation as part of the water infrastructure improvements related to repairing and improving an existing well site and integrating it with the current system. As part of this agreement, the City has covenanted that the water and wastewater plant will produce sufficient revenues to cover operating and maintenance expenses of the plant plus 120 percent of the aggregate payments on the loan including any outstanding parity obligations. Interest accrues at a rate of 2.975 percent. Annual payments are $242,588 through July 2032. As of June 30, 2023, the total principal remaining is $1,891,019, and the City complied with all covenants.

On December 5, 2014, the City entered into an agreement with WIFA for $761,000 in water and wastewater system revenues debt obligation as part of the water infrastructure improvements related to repairing and improving an existing well site and integrating it with the current system. As part of this agreement, the City has covenanted that the water and wastewater plant will produce sufficient revenues to cover operating and maintenance expenses of the plant plus 120 percent of the aggregate payments on the loan including any outstanding parity obligations. Interest accrues at a rate of 2.184 percent. Annual payments are $46,179 through July 2034. As of June 30, 2023, the total principal remaining is $447,251, and the City complied with all covenants.

On January 21, 2020, the City entered into an agreement with WIFA for $108,582,332 in water and wastewater system revenues debt obligation to finance the acquisition and construction of the Jackie A Meck (formerly Broadway) Water Campus. As part of this agreement, the City has covenanted that the water and wastewater plant will produce sufficient revenues to cover operating and maintenance expenses of the plant plus 120 percent of the aggregate payments on the loan including any out-

standing parity obligations. Interest accrues at a rate of 1.873 percent. Annual payments range between $3,413,186 to $5,328,172 with a final maturity date of July 2044. As of June 30, 2023, the total principal remaining is $68,044,653, and the City complied with all covenants.

On October 1, 2021, the City entered into an agreement with WIFA for $13,000,000 in water and wastewater system revenues debt obligation to finance the design and construction of the Sundance Water Reclamation Facility. As part of this agreement, the City has covenanted that the water and wastewater plant will produce sufficient revenues to cover operating and maintenance expenses of the plant plus 120 percent of the aggregate payments on the loan including any outstanding parity obligations. Interest accrues at a rate of 1.848 percent. Annual payments are estimated at $783,402. As of June 30, 2023, the City has requested $2,387,873.

Improvement Bonds

The City has long-term bonds issued to provide funds for the acquisition and construction of major capital facilities. The City has also issued debt to refund earlier obligations with higher interest rates. The debt is being repaid by various debt service funds. Special Assessment districts are created only by petition of the City Council by property owners within the district areas.

The Jackrabbit Trail Sanitary Wastewater Improvement District was created so the City could fund improvements. Specifically, the District financed the construction of wastewater treatment plant capacity, design engineering, and inspection and construction of certain wastewater collection related improvements. Each of the 49 property owners within the District were assessed a special assessment lien by the City for repayment of the improvement bond. In case of default, the City has the responsibility to cover delinquencies of special assessment bonds with other sources until foreclosure proceeds are received.

The City has pledged revenue derived from an annual assessment on the real property of the Jackrabbit Trail Improvement District to repay $2,545,000 in improvement bonds issued in December 2009. Proceeds from these bonds were used to install and construct water and wastewater lines within the District. The bonds are payable solely from assessments on the property owners and are payable through 2029. The total principal remaining to be paid on the bonds is $185,000. Principal and interest paid for the current year approximate amounts received from improvement district property owners, which, at times, exceed assessments billed for the year.

The Roosevelt Improvement District was created so the City could fund street improvements. The City has pledged revenue derived from an annual assessment on the real property of the Roosevelt Street Improvement District to repay $5,285,000 in improvement bonds issued June 2018. The total principal remaining to be paid on the bonds is $3,910,000. Principal and interest paid for the current year approximate amounts received from improvement district property owners, which, at times, exceed assessments billed for the year.

Excise Tax Revenue Bonds

The City has pledged future excise tax revenues, which include the City's sales and transaction privilege tax, franchise fees, licenses, and permit fees, and fines and forfeitures, to repay $6,565,000 in Series 2015 Excise Tax Revenue Refunding Obligation Bonds issued in April 2015 to refund the outstanding Series 2005A GADA Excise Tax Revenue Bonds. As part of the bond agreement, the City has covenanted that it will maintain collections equal to two (2.0) times the highest combined interest and principal requirements for any succeeding 12-month period for the bonds. Proceeds from the Series 2005 bonds were used to reconstruct streets, and to construct water wells and the related distribution system, flood control structures, and a wastewater treatment facility expansion. Annual principal and interest payments will be made from a combination of excise taxes and utility revenues. As of June 30, 2023, the total principal to be paid on the bonds is $775,000, and the City was in compliance with all covenants. The principal and interest paid for the current year was $805,800.

The City has pledged water and wastewater net revenues to repay $250,000 in Water and Wastewater Systems Senior Revenue Bonds 2015 issued in March 2015. As part of the bond agreement, the City has covenanted that it will maintain collections equal to two (1.2) times the highest combined interest and principal requirements for any succeeding 12-month period for the bonds. Proceeds from these bonds were obtained for purposes of procuring funds to be used to aid in the purchase of water utility properties to expand the utility systems. Annual principal and interest payments on the bonds are expected to require one percent of net revenues to be paid from water utility revenues. As of June 30, 2023, the total principal and interest to be

paid on the bonds is $499,375, and the City was in compliance with all covenants. Interest paid for the current year was $11,875, there were no principal payments in the current year.

The City has pledged future excise tax revenues, which include the City's sales and transaction privilege tax, franchise fees, licenses, and permit fees, and fines and forfeitures, to repay $12,620,000 in Series 2016 Excise Tax Revenue Refunding Obligation Bonds issued in April 2016 to refund the outstanding Series 2006A GADA Excise Tax Revenue Bonds. As part of the bond agreement, the City has covenanted that it will maintain collections equal to two (2.0) times the highest combined interest and principal requirements for any succeeding 12-month period for the bonds. Proceeds from the Series 2006 bonds were used to construct a municipal complex. As of June 30, 2023, the total principal to be paid on the bonds is $8,945,000, and the City was in compliance with all covenants. The principal and interest paid for the current year was $874,962.

The City has pledged future excise tax revenues, which include the City's sales and transaction privilege tax, franchise fees, licenses, and permit fees, and fines and forfeitures to repay $51,260,000 in Excise Tax Revenue Bonds, Series 2015 issued in July 2015. As part of the bond agreement, the City has covenanted that it will maintain collections equal to two (2.0) times the highest combined interest and principal requirements for any succeeding 12-month period for the bonds. Proceeds from these bonds were obtained for purposes of financing the costs of acquiring various water systems, facilities, and improvements as set forth in the Settlement Agreement for Stipulated Condemnation, by and among Global Water Resources, Inc. Annual principal and interest payments on the bonds are expected to be paid from existing water utility revenues. As of June 30, 2023, the total principal to be paid on the bonds is $47,835,000 and the City was in compliance with all covenants. Principal and interest paid for the current year was $3,559,375.

Community Facilities District Bonds

Community Facilities Districts (CFDs) are created only by petition to the City Council by property owners within the District areas. As the board of directors for the District, the City Council has adopted a formal policy that CFD debt will be permitted only when the ratio of the full cash value of the District property (before improvements being installed), when compared to proposed District debt, is a minimum of 4 to 1 before issuance of debt. These ratios are verified by an appraisal paid for by the District and administered by the City. Besides, the cumulative debt of all CFDs cannot exceed 26 percent of the City's net assessed full cash value of the real property within the district.

The CFD Board of Directors pledged revenue derived from annual assessments on real property located in the community facilities districts in general obligation bonds and special assessment revenue bonds. Special assessment districts were created only by petition to the City Council by property owners within the areas of the districts. Proceeds were used for acquisition, construction, and infrastructure improvements within the special assessment districts. The bonds are payable solely from assessments on the property owners.

The **Festival Ranch** CFD is a special purpose district created specifically to acquire or construct public infrastructure within specific areas of the City of Buckeye, Arizona. The District is authorized under state law to issue special assessment (SA) revenue bonds to be repaid by the property within the SA District, general obligation (GO) bonds to be repaid by property (ad valorem) taxes levied on property within the District (for GO debt), or revenue bonds to be repaid by specific revenues generated within the District (revenue bonds). The District has $121 million of authorized GO bonds authority remaining. The District was created by petition to the City Council by property owners within the area to be covered by the District and comprises approximately 4,015 acres.

Special Assessment Bonds

The CFD Board of Directors has pledged revenue derived from an annual assessment on the real property of the Festival Ranch CFD (Assessment District 2 and 3) to repay $1,868,000 in special assessment lien bonds issued April 2007. Proceeds were used for infrastructure improvements within the special assessment district. The bonds are payable solely from assessments on the property owners. The remaining principal being $534,000. The principal paid for the current year is $58,000. Principal and interest paid for the current year approximate amounts received from special assessment property owners, which, at times, exceed special assessments billed for the year.

The CFD Board of Directors has pledged revenue derived from an annual assessment on the real property of the Festival Ranch CFD (Assessment District 4 and 5) to repay $1,784,000 in special assessment lien bonds issued October 2007. The bonds are payable solely from assessments on the property owners. The remaining principal being

$487,000. The principal paid for the current year is $49,000. Principal and interest paid for the current year approximate amounts received from special assessment property owners, which, at times, exceed special assessments billed for the year.

The CFD Board of Directors has pledged revenue derived from an annual assessment on the real property of the Festival Ranch CFD (Assessment District 6) to repay $356,000 in special assessment revenue bonds issued November 2009. The bonds are payable solely from assessments on the property owners. The remaining principal being $105,000. The principal paid for the current year is $7,000. Principal and interest paid for the current year approximate amounts received from special assessment property owners, which, at times, exceed special assessments billed for the year.

The CFD Board of Directors has pledged revenue derived from an annual assessment on the real property of the Festival Ranch CFD (Assessment District 7) to repay $404,000 in special assessment revenue bonds issued April 2011. The bonds are payable solely from assessments on the property owners. The remaining principal being $117,000. The principal paid for the current year is $9,000. Principal and interest paid for the current year approximate amounts received from special assessment property owners, which, at times, exceed special assessments billed for the year.

The CFD Board of Directors has pledged revenue derived from an annual assessment on the real property of the Festival Ranch CFD (Assessment District 8) to repay $186,000 in special assessment revenue bonds issued July 2013. The bonds are payable solely from assessments on the property owners. The total remaining principal being $61,301. The principal paid for the current year is $15,490. Principal and interest paid for the current year approximate amounts received from special assessment property owners, which, at times, exceed special assessments billed for the year.

The CFD Board of Directors has pledged revenue derived from an annual assessment on the real property of the Festival Ranch CFD (Assessment District 9) to repay $288,000 in special assessment revenue bonds issued July 2015. The bonds are payable solely from assessments on the property owners. The remaining principal being $128,000. The principal paid for the current year is $20,000. Principal and interest paid for the current year approximate amounts received from special assessment property owners, which, at times, exceed special assessments billed for the year.

The CFD Board of Directors has pledged revenue derived from an annual assessment on the real property of the Festival Ranch CFD (Assessment District 10) to repay $200,000 in special assessment revenue bonds issued March 2016. The remaining principal being $85,580. The principal paid for the current year is $13,621. Principal and interest paid for the current year approximate amounts received from special assessment property owners, which, at times, exceed special assessments billed for the year.

The CFD Board of Directors has pledged revenue derived from an annual assessment on the real property of the Festival Ranch CFD (Assessment District 11) to repay $2,738,000 in special assessment revenue bonds issued February 2017. The remaining principal being $1,722,000. The principal paid for the current year is $223,000. Principal and interest paid for the current year approximate amounts received from special assessment property owners, which, at times, exceed special assessments billed for the year.

The CFD Board of Directors has pledged revenue derived from an annual assessment on the real property of Festival Ranch CFD (Assessment District 12) to repay $210,000 in special assessment revenue bonds issued in June 2018. The remaining principal being $156,500. The principal paid for the current year is $9,100. Principal and interest paid for the current year approximate amounts received from special assessment property owners, which, at times, exceed special assessments billed for the year.

The CFD Board of Directors has pledged revenue derived from an annual assessment on the real property of Festival Ranch CFD (Assessment District 13) to repay $3,920,000 in special assessment revenue bonds issued in November 2018. The remaining principal being $2,534,000. The principal paid for the current year is $269,000. Principal and interest paid for the current year approximate amounts received from special assessment property owners, which, at times, exceed special assessments billed for the year.

The CFD Board of Directors has pledged revenue derived from an annual assessment on the real property of Festival Ranch CFD (Assessment District 14) to repay $722,000 in special assessment revenue bonds issued February 2019. The remaining principal being $564,500. The principal paid for the current year is $30,700. Principal and interest paid for the current year approximate amounts received from special assessment property owners, which, at times, exceed special assessments billed for the year.

General Obligation Bonds

The CFD Board of Directors has pledged revenue derived from the property taxes levied on the real property of the Festival Ranch CFD to repay $5,400,000 in general obligation bonds issued July 2012. Proceeds were used for the construction and acquisition of public infrastructure. The remaining total principal to be paid being $1,985,000. The principal paid for the current year is $200,000.

The CFD Board of Directors has pledged revenue derived from the property taxes levied on the real property of the Festival Ranch CFD to repay $1,800,000 in general obligation bonds issued in November 2013. Proceeds were used for the construction and acquisition of public infrastructure. The remaining total principal to be paid being $1,410,000. The principal paid for the current year is $60,000.

The CFD Board of Directors has pledged revenue derived from the property taxes levied on the real property of the Festival Ranch CFD to repay $5,410,000 in general obligation bonds, Series 2016, and issued in July 2016. Proceeds were used for the construction and acquisition of public infrastructure. The remaining total principal to be paid being $4,815,000. The principal paid for the current year is $100,000.

The CFD Board of Directors has pledged revenue derived from the property taxes levied on the real property of the Festival Ranch CFD to repay $3,665,000 in general obligation bonds, Series 2017 issued in July 2017. Proceeds were used for the construction and acquisition of public infrastructure. The remaining total principal to be paid being $3,090,000. The principal paid for the current year is $100,000.

The CFD Board of Directors has pledged revenue derived from the property taxes levied on the real property of the Festival Ranch CFD to repay $7,600,000 in general obligation bonds issued December 2009. Proceeds were used for the acquisition and construction of the CFD. By way of an advance refunding, these bonds were partially defeased through the issuance of $2,940,000 Festival Ranch CFD General Obligation Refunding Bonds, Series 2017 issued in July 2017. The remaining total principal to be paid being $2,355,000. The principal paid for the current year is $110,000.

The CFD Board of Directors has pledged revenue derived from the property taxes levied on the real property of the Festival Ranch CFD to repay $3,335,000 in general obligation bonds, Series 2018 issued in August 2018. Proceeds were used for the construction and acquisition of public infrastructure. The remaining total principal to be paid being $3,020,000. The principal paid for the current year is $65,000.

The CFD Board of Directors has pledged revenue derived from the property taxes levied on the real property of the Festival Ranch CFD to repay $5,715,000 in general obligation bonds, Series 2019 issued in July 2019. Proceeds were used for the construction and acquisition of public infrastructure. The remaining total principal to be paid being $5,030,000. The principal paid for the current year is $180,000.

The CFD Board of Directors has pledged revenue derived from the property taxes levied on the real property of the Festival Ranch CFD to repay $7,600,000 in general obligation bonds issued December 2009. Proceeds were used for the acquisition and construction of the CFD. By way of a current refunding, these bonds were fully defeased through the issuance of $3,885,000 Festival Ranch CFD General Obligation Refunding Bonds, Series 2019 issued in July 2019. The remaining total principal to be paid being $2,845,000. The principal paid for the current year is $270,000.

The CFD Board of Directors has pledged revenue derived from the property taxes levied on the real property of the Festival Ranch CFD to repay $5,315,000 in general obligation bonds, Series 2020 issued in November 2020. Proceeds were used for the construction and acquisition of public infrastructure. The remaining total principal to be paid being $5,060,000. The principal paid for the current year is $130,000.

The CFD Board of Directors has pledged revenue derived from the property taxes levied on the real property of the Festival Ranch CFD to repay $5,790,000 in general obligation bonds, Series 2021 issued in September 2021. Proceeds

were used for the construction and acquisition of public infrastructure. The remaining total principal to be paid being $5,445,000. The principal paid for the current year is $125,000.

The CFD Board of Directors has pledged revenue derived from the property taxes levied on the real property of the Festival Ranch CFD to repay $6,075,000 in general obligation bonds, Series 2022 issued in July 2022. Proceeds were used for the construction and acquisition of public infrastructure. The remaining total principal to be paid being $5,975,000. The principal paid for the current year is $100,000.

The **Sundance** CFD is a special purpose district created specifically to acquire or construct public infrastructure within specific areas of the City of Buckeye, Arizona. The District is authorized under state law to issue special assessment (SA) revenue bonds to be repaid by the property within the SA District, general obligation (GO) bonds to be repaid by property (ad valorem) taxes levied on property within the District (for GO debt), or revenue bonds to be repaid by specific revenues generated within the District (revenue bonds). The District has $17.8 million of authorized GO bonds authority remaining. The District was created by petition to the City Council by property owners within the area to be covered by the District, and comprises approximately 2,105 acres.

Special Assessments Bonds

The CFD Board of Directors has pledged revenue derived from an annual assessment on the real property of the Sundance CFD No. 2 to repay $7,175,000 in special assessment revenue bonds issued April 2003. Proceeds were used for infrastructure improvements within the special assessment District. The bonds are payable solely from assessments on the properties. During the current year the $495,000 remaining principal amount of the bond was paid off. Principal and interest paid for the current year approximate amounts received from special assessment property owners, which, at times exceed special assessments billed for the year.

The CFD Board of Directors has pledged revenue derived from an annual assessment and levy of taxes on the real property of the Sundance CFD No. 3 to repay $2,050,000 in special assessment bonds issued June 2004. Proceeds were used for infrastructure improvements within the special assessment District. The total principal remaining to be paid on the bonds is $163,000. The principal paid for the current year was $29,000. Principal and interest paid for the current year approximate amounts received from special assessment properties, which, at times exceed special assessments billed for the year.

General Obligation Bonds

The CFD Board of Directors has pledged revenue derived from the property taxes levied on the real property of the Sundance CFD to repay $17,945,000 in general obligation bonds issued March 2014. Proceeds were used for the construction and acquisition of public infrastructure. The bonds are payable from property taxes levied on properties within the District. The total principal remaining to be paid on the bonds is $12,460,000. The principal paid for the current year was $720,000.

In November 2018, the CFD Board of Directors pledged revenue derived from the property taxes levied on the real property of the Sundance CFD to repay $3,140,000 in general obligation refunding bonds. The proceeds of the refunding bonds were used to refund $3,045,000 of outstanding Series 2005 general obligation bonds. The total principal remaining to be paid on the bonds is $1,865,000. The principal paid for the current year was $290,000.

In November 2018, the CFD Board of Directors pledged revenue derived from the property taxes levied on the real property of the Sundance CFD to repay $3,265,000 in general obligation bonds, whose proceeds were used for infrastructure improvements within the District. The total principal remaining to be paid on the bonds is $3,265,000. No principal was paid during the year. The first principal payment will be FY 2034-35.

The **Tartesso West** CFD is a special purpose district created specifically to acquire or construct public infrastructure within specific areas of the City of Buckeye, Arizona. The District is authorized under state law to issue special assessment (SA) revenue bonds to be repaid by the property within the SA District, general obligation (GO) bonds to be repaid by property (ad valorem) taxes levied on property within the District (for GO debt), or revenue bonds to be repaid by specific revenues generated within the District (revenue bonds). The District has $151.0 million of authorized GO bonds authority remaining. The District was created by petition to the City Council by property owners within the area to be covered by the District. The District comprises approximately 5,396 acres.

General Obligation Bonds

The CFD Board of Directors has pledged revenue derived from property taxes levied on the real property of the Tartesso West CFD to repay $6,430,000 in general obligation refunding bonds issued August 2018. The proceeds of the refunding bonds were used to refund $6,221,000 of outstanding Series 2005 and 2007 general obligation bonds. The bonds are payable from property taxes levied on properties within the District. The total principal remaining to be paid on the bonds is $4,465,000. The total principal paid during the year was $415,000.

The CFD Board of Directors has pledged revenue derived from property taxes levied on the real property of the Tartesso West CFD to repay $7,310,000 in general obligation bonds issued September 2021. Proceeds were used for the acquisition and construction of public infrastructure. The remaining total principal to be paid being $6,865,000. The total principal paid during the year was $205,000.

The CFD Board of Directors has pledged revenue derived from property taxes levied on the real property of the Tartesso West CFD to repay $6,960,000 in general obligation bonds issued June 2022. Proceeds were used for the acquisition and construction of public infrastructure. The remaining total principal to be paid on the bonds is $6,960,000. The first principal payment will be in FY 2036-37.

The **Verrado District 1** CFD is a special purpose district created specifically to acquire or construct public infrastructure within specific areas of the City of Buckeye, Arizona, and is authorized under state law to issue general obligation (GO) or revenue bonds to be repaid by property (City) taxes levied on property within the District (for GO debt), or by specific revenues generated within the District (revenue bonds). The District was created by petition to the City Council by property owners within the area to be covered by the District, and debt may be issued only after approval of the voters within the District. The District has $27.2 million of authorized GO bonds authority remaining. The District comprises approximately 8,800 acres.

General Obligation Bonds

The CFD Board of Directors has pledged revenue derived from the property taxes levied on the real property of the Verrado CFD No. 1 to repay $20,400,000 in general obligation refunding bonds, Series 2013A issued July 2013. Proceeds were used to currently refund the full outstanding amount of Verrado Community Facilities District No. 1 general obligation bonds Series 2003. The bonds are payable from property taxes levied on property within the District. The total principal remaining to be paid on the bonds is $7,070,000. The principal paid for the current year was $1,650,000.

The CFD Board of Directors has pledged revenue derived from the property taxes levied on the real property of the Verrado CFD No. 1 to repay $6,000,000 in general obligation bonds Series 2013B, issued July 2013. Proceeds were used for the construction and acquisition of public infrastructure. The bonds are payable from property taxes levied on property within the District. The total principal remaining to be paid on the bonds is $4,940,000. The principal paid for the current year was $160,000.

The CFD Board of Directors has pledged revenue derived from the property taxes levied on the real property of the Verrado CFD No. 1 to repay $14,055,000 in general obligation bonds Series 2017, issued March 2017. Proceeds were used to currently refund the full outstanding amount of Verrado Community Facilities District No. 1, Series 2006. The bonds are payable from property taxes levied on property within the District. The total principal remaining to be paid on the bonds is $9,495,000. The principal paid for the current year was $1,010,000.

The CFD Board of Directors has pledged revenue derived from the property taxes levied on the real property of the Verrado CFD No. 1 to repay $10,000,000 in general obligation bonds Series 2020, issued November 2020. Proceeds were used for the construction and acquisition of public infrastructure. The bonds are payable from property taxes levied on property within the District. The total principal remaining to be paid on the bonds is $9,450,000. The principal paid for the current year was $350,000.

The CFD Board of Directors has pledged revenue derived from the property taxes levied on the real property of the Verrado CFD No. 1 to repay $14,200,000 in general obligation bonds Series 2021, issued September 2021. Proceeds were used for the construction and acquisition of public infrastructure. The bonds are payable from property taxes levied on property within the District. The total principal remaining to be paid on the bonds is $12,510,000. The principal paid for the current year was $860,000.

The **Verrado Western Overlay** CFD is a special purpose district created specifically to acquire or construct public infrastructure within specific areas of the City of Buckeye, Arizona, and is authorized under state law to issue general obligation (GO) or revenue bonds to be repaid by property (ad valorem) taxes levied on property within the District (for GO debt), or by specific revenues generated within the District (revenue bonds). The District was created by petition to the City Council by property

owners within the area to be covered by the District, and debt may be issued only after approval of the voters within the District. The District has $47 million of authorized GO bonds authority remaining. The District comprises approximately 5,120 acres and resides within the Overlay District and Verrado District CFD No. 1.

General Obligation Bonds

The CFD Board of Directors has pledged revenue derived from the property taxes levied on the real property of the Verrado Western Overlay CFD to repay $13,000,000 in variable rate general obligation bonds issued November 2004. Proceeds were used for the construction and acquisition of public infrastructure. The bonds are payable from property taxes levied on property owners within the District. By way of a current refunding, these bonds were fully defeased through the issuance of $7,515,000 Verrado Western Overlay General Obligation Refunding Bonds, Series 2019 issued in October 2019. The total principal remaining to be paid on the bonds is $6,115,000. The principal paid for the current year was $390,000.

The **Watson Road** CFD (WRCFD) is a special purpose district created specifically to acquire or construct public infrastructure within specific areas of the City of Buckeye, Arizona, and was authorized under state law to issue special assessment (SA) revenue bonds to be repaid by the property within the District (revenue bonds). The District was created by petition to the City Council by property owners within the area to be covered by the District. The District comprises approximately 2,080 acres.

Special Assessment Bonds

The CFD Board of Directors has pledged revenue derived from an annual assessment on the real property of the Watson Road CFD to repay $49,000,000 in special assessment bonds Series 2005, issued December 2005. Proceeds were used to refund the full outstanding amount of Watson Road CFD, Series 2005. By way of a current refunding, these bonds were fully defeased through the issuance of $20,914,000 Watson Road Assessment Refunding Bonds, Series 2020 issued in March 2020. Bonds are payable solely from assessments on the property within the District. The total principal remaining to be paid on the bonds is $12,536,894. The principal paid for the current year was $1,671,773. Principal and interest paid for the current year approximate amounts received from special assessment properties, which, at times exceed special assessments billed for the year.

The **Westpark** CFD is a special purpose district created specifically to acquire or construct public infrastructure within specific areas of the City of Buckeye, Arizona, and is authorized under state law to issue special assessment lien (SA), general obligation (GO) or revenue bonds to be repaid by property (ad valorem) taxes levied on property within the District (for GO debt), or by specific revenues generated within the District (revenue bonds). The District was created by petition to the City Council by property owners within the area to be covered by the District, and debt may be issued only after approval of the voters within the District. The District has $17.3 million of authorized GO bonds authority remaining.

Special Assessments Bonds

The CFD Board of Directors has pledged revenue derived from an annual assessment on the real property of the Westpark CFD (Assessment District 1) to repay $3,800,000 in special assessment revenue bonds issued May 2005. Proceeds were used for infrastructure improvements within the special assessment District. The bonds are payable solely from assessments on the property owners. The total principal remaining to be paid on the bonds is $493,000. The principal paid for the current year was $78,000. Principal and interest paid for the current year approximate amounts received from special assessment property owners, which, at times exceed special assessments billed for the year.

General Obligation Bonds

The CFD Board of Directors has pledged revenue derived from the property taxes levied on the real property of the Westpark CFD to repay $5,895,000 in general obligation bonds Series 2016, issued November 2016. Proceeds were used to refund the full outstanding amounts of Westpark CFD General Obligation Bonds Series 2005 and Series 2006 and advance refund the full outstanding balance of Westpark CFD General Obligation Bonds Series 2007. The bonds

are payable from property taxes levied on property owners within the District. The total principal remaining to be paid on the bonds is $3,720,000. The principal paid for the current year was $330,000.

The following table shows interest rate, maturity date, original issue amount, principal amount outstanding, and all debt issued by the City and various CFDs.

City of Buckeye, Arizona
Notes to Financial Statements
June 30, 2023

Purpose	Interest Rates (%)	Matures	Original Issue Amount	Amount Outstanding
Governmental activities:				
Improvement District Bonds:				
Roosevelt Street Improvements Bonds	3.2 - 4.2%	January 2038	$ 5,285,000	$ 3,910,000
Jackrabbit Trail Sewer Improvements Bonds	6.25%	January 2029	2,545,000	185,000
Total Improvement District Bonds			$ 7,830,000	$ 4,095,000
Revenue Bonds:				
Excise Tax Revenue Refunding Bonds, Series 2015	4.0 - 5.0%	July 2024	$ 1,575,600	$ 186,000
Excise Tax Revenue Refunding Bonds, Series 2016	2.75 - 5.0%	July 2036	12,620,000	8,945,000
Total Revenue Bonds			$ 14,195,600	$ 9,131,000
Business-type Activities:				
Revenue Bonds:				
Water & Sewer System Senior Revenue Bonds 2015	4.75%	July 2044	$ 250,000	$ 250,000
Excise Tax Revenue Refunding Bonds, Series 2015	4.0 - 5.0%	July 2024	4,989,400	589,000
Excise Tax Revenue Obligations, Series 2015	3.50 - 5.00%	July 2045	51,260,000	47,835,000
Total Revenue Bonds			$ 56,499,400	$ 48,674,000
WIFA Bonds:				
WIFA Bond - 91A140 - 10 (private placement)	2.50%	July 2029	$ 12,000,000	$ 1,829,793
WIFA Bond - 910158 - 13 (private placement)	2.50%	July 2032	7,370,000	3,262,256
WIFA Bond - 920239 - 13 (private placement)	2.975%	July 2032	5,065,000	1,778,225
WIFA Bond - 920241 - 13 (private placement)	2.975%	July 2032	3,617,450	1,891,019
WIFA Bond - 920240 - 15 (private placement)	2.184%	July 2034	761,000	447,251
WIFA Bond - 920299 - 20 (private placement)	1.873%	July 2044	108,582,332	68,044,653
WIFA Bond - 910196 - 22 (private placement)	1.848%	July 2041	13,000,000	1,291,440
Total WIFA Bonds			$ 150,395,782	$ 78,544,637
Community Facilities District Bonds:				
Festival Ranch Special Assessment Revenue Bonds,				
Series 2007 (private placement)	4.85 - 5.0%	July 2032	$ 1,868,000	$ 534,000
Series 2007 (private placement)	5.05 - 5.75%	July 2032	1,784,000	487,000
Series 2009 (private placement)	8.88%	July 2034	356,000	105,000
Series 2011 (private placement)	8.50%	July 2035	404,000	117,000
Series 2013 (private placement)	7.25%	July 2033	186,000	61,301
Series 2015 (private placement)	6.00%	July 2035	288,000	128,000
Series 2016 (private placement)	5.75%	July 2035	200,000	85,580
Series 2017 (private placement)	3.65 - 5.2%	July 2037	2,738,000	1,722,000
Series 2018 (private placement)	5.88%	July 2037	210,000	156,500
Series 2018 (private placement)	3.25 - 4.9%	July 2038	3,920,000	2,534,000
Series 2019 (private placement)	5.88%	July 2038	722,000	564,500

City of Buckeye, Arizona
Notes to Financial Statements
June 30, 2023

Purpose	Interest Rates (%)	Matures	Original Issue Amount	Amount Outstanding
Festival Ranch General Obligation Bonds,				
Series 2012	4.0 - 5.0%	July 2031	$ 5,400,000	$ 1,985,000
Series 2013	3.75 - 5.25%	July 2033	1,800,000	1,410,000
Series 2016	4.00%	July 2036	5,410,000	4,815,000
Series 2017A	3.0 - 5.0%	July 2037	3,665,000	3,090,000
Series 2017B	3.0 - 4.0%	July 2032	2,940,000	2,355,000
Series 2018	3.5 - 5.0%	July 2038	3,335,000	3,020,000
Series 2019	3.0 - 4.0%	July 2039	5,715,000	5,030,000
Series 2019 Refunding	3.0 - 4.0%	July 2034	3,885,000	2,845,000
Series 2020	2.0 - 4.0%	July 2040	5,315,000	5,060,000
Series 2021	2.25 - 4.0%	July 2041	5,790,000	5,445,000
Series 2022	4.0 - 5.0%	July 2042	6,075,000	5,975,000
Total Festival Ranch			$ 62,006,000	$ 47,524,881
Sundance Special Assessment Revenue Bonds				
Series 2003 (private placement)	7.13%	July 2027	$ 7,175,000	$ -
Series 2004 (private placement)	6.50%	July 2029	2,050,000	163,000
Sundance General Obligation Bonds,				
Series 2014	4.0 - 4.625%	July 2034	17,945,000	12,460,000
Refunding, Series 2018	4.00%	July 2029	3,140,000	1,865,000
Series 2018	4.0 - 5.0%	July 2043	3,265,000	3,265,000
Total Sundance			$ 33,575,000	$ 17,753,000
Tartesso West General Obligation Bonds,				
Refunding, Series 2018 (private placement)	3.47%	July 2032	$ 6,430,000	$ 4,465,000
Series 2021	3.0 - 4.0%	July 2046	7,310,000	6,865,000
Series 2022	4.25 - 4.50%	July 2045	6,960,000	6,960,000
Total Tartesso			$ 20,700,000	$ 18,290,000
Verrado District No. 1, General Obligation Bonds,				
Series 2013A (private placement)	5.0 - 6.0%	July 2027	$ 20,400,000	$ 7,070,000
Series 2013B (private placement)	5.0 - 6.0%	July 2033	6,000,000	4,940,000
Series 2017 (private placement)	3.55%	July 2031	14,055,000	9,495,000
Series 2020 (private placement)	2.14%	July 2041	10,000,000	9,450,000
Series 2021 (private placement)	1.50%	July 2036	14,200,000	12,510,000
Verrado Western Overlay General Obligation,				
Refunding Bonds, 2019 (private placement)	2.55%	July 2033	7,515,000	6,115,000
Total Verrado/Verrado Western Overlay			$ 72,170,000	$ 49,580,000
Westpark Special Assessment Revenue Bonds,				
Series 2005	5.90%	July 2029	$ 3,800,000	$ 493,000
Westpark General Obligation Bonds,				
Series 2016	4.0% - 5.0%	July 2032	5,895,000	3,720,000
Total Westpark			$ 9,695,000	$ 4,213,000
Watson Road Special Assessment Revenue				
Bonds, Refunding Series 2020 (private placement)	3.14%	July 2030	$ 20,914,000	$ 12,536,894
Total Community Facilities Districts Bonds			$ 219,060,000	$ 149,897,775
	Total Debt - All Funds		$ 447,980,782	$ 290,342,412

Debt service requirements on long-term debt at June 30, 2023, are as follows:

	Governmental Activities					
	Excise Tax				Total Debt	
Fiscal Year	Revenue Bond		Improvement Districts		Primary Government	
Ending	Principal	Interest	Principal	Interest	Principal	Interest
2024	$ 721,000	$ 348,103	$ 226,000	$ 160,087	$ 947,000	$ 508,190
2025	560,000	313,913	233,000	151,867	793,000	465,780
2026	590,000	285,913	239,000	143,081	829,000	428,994
2027	615,000	256,413	252,000	133,647	867,000	390,060
2028	640,000	231,813	264,000	123,483	904,000	355,296
2029-33	3,575,000	796,365	1,316,000	460,823	4,891,000	1,257,188
2034-38	2,430,000	190,713	1,565,000	169,995	3,995,000	360,708
	$ 9,131,000	$ 2,423,233	$ 4,095,000	$ 1,342,983	$ 13,226,000	$ 3,766,216

	Governmental Activities (continued)							
	Community Facilities Districts - Private Placement							
Fiscal Year	Festival		Sundance		Tartesso		Verrado No 1	
Ending	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2024	$ 373,022	$ 331,976	$ 24,000	$ 10,596	$ 430,000	$ 154,936	$ 4,180,000	$ 1,440,593
2025	385,307	314,580	24,000	9,036	445,000	140,014	4,350,000	1,269,552
2026	402,770	296,380	24,000	7,476	465,000	124,573	4,530,000	1,090,150
2027	420,515	276,988	29,000	5,914	480,000	108,438	4,715,000	901,672
2028	443,449	255,958	29,000	4,030	490,000	91,782	3,100,000	704,048
2029-33	2,424,007	916,476	33,000	2,146	2,155,000	190,502	14,375,000	2,032,315
2034-38	2,045,811	302,318	-	-	-	-	6,110,000	516,080
2039-43	-	-	-	-	-	-	2,105,000	91,271
	$ 6,494,881	$ 2,694,676	$ 163,000	$ 39,198	$ 4,465,000	$ 810,245	$ 43,465,000	$ 8,045,679

	Governmental Activities (continued)					
	Community Facilities Districts - Private Placement (continued)					
Fiscal Year	Verrado Western Overlay		Watson Rd		Total Private Placement	
Ending	Principal	Interest	Principal	Interest	Principal	Interest
2024	$ 425,000	$ 155,932	$ 1,629,223	$ 393,658	$ 7,061,245	$ 2,487,691
2025	460,000	145,095	1,680,381	342,500	7,344,688	2,220,777
2026	495,000	133,365	1,733,145	289,736	7,649,915	1,941,680
2027	535,000	120,742	1,787,566	235,316	7,967,081	1,649,070
2028	580,000	107,100	1,843,695	179,186	6,486,144	1,342,104
2029-33	3,620,000	290,063	3,862,884	182,878	26,469,891	3,614,380
2034-38	-	-	-	-	8,155,811	818,398
2039-43	-	-	-	-	2,105,000	91,271
	$ 6,115,000	$ 952,297	$ 12,536,894	$ 1,623,274	$ 73,239,775	$ 14,165,369

Governmental Activities (continued)

Community Facilities Districts - Public Offering

Fiscal Year	Festival		Sundance		Westpark		Tartesso		Total Public Offering	
Ending	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2024	$ 1,495,000	$ 1,615,219	$ 1,050,000	$ 776,919	$ 411,000	$ 208,138	$ 210,000	$ 547,781	$ 3,166,000	$ 3,148,057
2025	1,550,000	1,562,144	1,090,000	734,919	430,000	190,348	215,000	541,481	3,285,000	3,028,892
2026	1,605,000	1,505,244	1,135,000	689,381	450,000	171,724	215,000	535,031	3,405,000	2,901,380
2027	1,670,000	1,441,381	1,185,000	641,956	474,000	148,502	225,000	528,581	3,554,000	2,760,421
2028	1,740,000	1,374,706	6,725,000	2,404,993	2,448,000	367,842	240,000	521,831	11,153,000	4,669,373
2029-33	9,755,000	5,806,925	4,085,000	909,206	-	-	1,695,000	2,497,706	15,535,000	9,213,838
2034-38	11,885,000	3,675,463	1,890,000	330,050	-	-	3,800,000	2,014,956	17,575,000	6,020,469
2039-43	11,330,000	1,113,188	430,000	17,200	-	-	4,645,000	1,164,713	16,405,000	2,295,100
2044-46	-	-	-	-	-	-	2,580,000	191,725	2,580,000	191,725
	$ 41,030,000	$ 18,094,269	$ 17,590,000	$ 6,504,624	$ 4,213,000	$ 1,086,554	$ 13,825,000	$ 8,543,806	$ 76,658,000	$ 34,229,253
	Total Government Activities Bonded and Long-Term Debt								$163,123,775	$ 52,160,838

Business Type Activities

Fiscal Year	Revenue Bonds				Total Debt Excise Tax Revenue Bonds	
	Water		Wastewater			
Ending	Principal	Interest	Principal	Interest	Principal	Interest
2024	$ 1,580,500	$ 2,324,270	$ 263,500	$ 10,540	$ 1,844,000	$ 2,334,810
2025	1,320,000	2,248,500	-	-	1,320,000	2,248,500
2026	1,385,000	2,182,500	-	-	1,385,000	2,182,500
2027	1,455,000	2,113,250	-	-	1,455,000	2,113,250
2028	1,530,000	2,040,500	-	-	1,530,000	2,040,500
2029-33	8,790,000	9,056,077	-	-	8,790,000	9,056,077
2034-38	11,155,000	6,687,625	-	-	11,155,000	6,687,625
2039-43	14,235,000	3,606,125	-	-	14,235,000	3,606,125
2044-46	6,960,000	417,083	-	-	6,960,000	417,083
	$ 48,410,500	$ 30,675,930	$ 263,500	$ 10,540	$ 48,674,000	$ 30,686,470

Business Type Activities (Continued)

Fiscal Year	Water Infrastructure Finance Authority (Private Placement)				Total Debt Private Placement		Total Debt Business Type Activities	
	Water		Wastewater					
Ending	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2024	$ 4,074,134	$ 1,393,405	$ 1,178,903	$ 127,301	$ 5,253,037	$ 1,520,706	$ 7,097,037	$ 3,855,516
2025	4,154,539	1,312,997	1,204,700	111,915	5,359,239	1,424,912	6,679,239	3,673,412
2026	4,236,573	1,230,965	800,718	96,144	5,037,291	1,327,109	6,422,291	3,509,609
2027	4,320,267	1,147,271	662,768	79,979	4,983,035	1,227,250	6,438,035	3,340,500
2028	4,405,657	1,061,881	679,338	63,410	5,084,995	1,125,291	6,614,995	3,165,791
2029-33	22,900,311	3,966,668	1,857,062	104,629	24,757,373	4,071,297	33,547,373	13,127,374
2034-38	23,018,581	1,780,863	-	-	23,018,581	1,780,863	34,173,581	8,468,488
2039-43	5,051,086	98,260	-	-	5,051,086	98,260	19,286,086	3,704,385
2044-46	-	-	-	-	-	-	6,960,000	417,083
	$ 72,161,148	$ 11,992,310	$ 6,383,489	$ 583,379	$ 78,544,637	$ 12,575,689	127,218,637	43,262,159
	Total Business-Type Activity Bonded and Long-Term Debt						$127,218,637	$ 43,262,159

Other Long-Term Obligations

Changes in long-term obligations for the year ended June 30, 2023, are as follows:

City of Buckeye, Arizona
Notes to Financial Statements
June 30, 2023

	July 1, 2022	Increases	Decreases	June 30, 2023	Due Within One Year
Governmental Activities:					
Bonds payable:					
Improvement Districts	$ 4,315,000	$ -	$ (220,000)	$ 4,095,000	$ -
Excise Tax Revenue Bonds	9,829,800	-	(698,800)	9,131,000	-
Community facilities district					
Private placement	80,974,459	-	(7,734,684)	73,239,775	-
Public offering	73,646,000	6,075,000	(3,063,000)	76,658,000	-
Deferred amount on premium	4,503,146	559,865	-	5,063,011	-
Deferred amount on discount	(127,624)	-	-	(127,624)	-
Total bonds payable	173,140,781	6,634,865	(11,716,484)	168,059,162	-
Other liabilities:					
Compensated absences	2,922,476	2,961,082	(1,910,760)	3,972,798	3,001,449
Net Pension Liability - ASRS	22,149,358	19,695,828	(10,575,361)	31,269,825	-
Net Pension Liability - PSPRS	10,600,581	35,172,502	(25,490,127)	20,282,956	-
Total other liabilities	35,672,415	57,829,412	(37,976,248)	55,525,579	3,001,449
Total long-term liabilities	$ 208,813,196	$ 64,464,277	$ (49,692,732)	$ 223,584,741	$ 3,001,449
Business-type Activities:					
Bonds payable:					
Revenue	$ 132,289,154	$ 2,047,232	$ (7,117,749)	$ 127,218,637	$ -
Deferred amount on premium	3,663,104	-	(159,114)	3,503,990	-
Total bonds payable	135,952,258	2,047,232	(7,276,863)	130,722,627	-
Other liabilities:					
Contracts Payable	4,553,215	-	(1,138,304)	3,414,911	1,138,304
Compensated absences	363,469	345,979	(273,729)	435,719	329,185
Net Pension Liability - ASRS	6,474,866	2,522,228		8,997,094	-
Total other liabilities	11,391,550	2,868,207	(1,412,033)	12,847,724	1,467,489
Total long-term liabilities	$ 147,343,808	$ 4,915,439	$ (8,688,896)	$ 143,570,351	$ 1,467,489

The personnel policy allows up to 80 hours of each employee's accrued vacation hours to be redeemed at the employee's request. These amounts are included in the changes in the long-term obligations schedule. Liquidation of compensated absences, other post-employment benefits, and net pension liability for governmental funds have been made from the General, HURF and the Area Agency on Aging funds.

Note 10 - Interfund Transfers

At year end, there were several non-major governmental funds with a negative cash balance in the pooled cash account. The short-term negative cash balance was eliminated by interfund borrowing with the General Fund and is expected to be repaid within one year. These funds included the Police and Fire Grant funds, Elianto CFD O&M, Trillium CFD O&M, and Antem Sun Valley and Mirielle O&M funds and totaled $251,388.

Interfund transfers, amounts transferred between major funds, nonmajor governmental funds, and nonmajor enterprise funds occurred during the fiscal year to provide funding for capital improvements, paving maintenance, and asset replacement. Interfund transfers for the year ended June 30, 2023 consisted of the following:

Transfers To	Transfers From General Fund	Impact Fees Fund	Nonmajor Governmental Fund	Nonmajor Enterprise Fund	Total
General Fund	$ 701,483	$ 1,077,258	$ -	$ -	$ 1,778,741
Capital Improvement Fund	21,342,798	5,033,173	-	-	26,375,971
Highway Users Revenue Fund	2,000,000	-	-	-	2,000,000
Nonmajor Enterprise Funds	989,835	-	-	-	989,835
Nonmajor Governmental Funds	4,354,223	-	6,757,047	66,278	11,177,548
Total	$ 29,388,339	$ 6,110,431	$ 6,757,047	$ 66,278	$ 42,322,095

Transfers were made for operations in the applicable funds and debt service transfers for debt service payments made in other funds. In addition, transfers to cover capital improvements projects were also made during the year. This includes transfers from the general government to the proprietary funds for the developer reimbursements of a new water lines, water plant expansion and wastewater transmission mains.

Note 11 - Risk Management

The City of Buckeye, Arizona, is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The City's insurance protection is provided by the Arizona Municipal Risk Retention Pool, of which the City is a participating member. The limit for basic coverage is $3,000,000 per occurrence on a claims-made basis. Excess coverage is for an additional $3,000,000 per occurrence on a follow form, a claims-made basis. No significant reduction in insurance coverage occurred during the year, and no settlements exceeded insurance coverage during any of the past three fiscal years.

The Arizona Municipal Risk Retention Pool is structured such that member premiums are based on an actuarial review that will provide adequate reserves to allow the pool to meet its expected financial obligations. The pool has the authority to assess its members' additional premiums should the reserves and annual premiums be insufficient to meet the pool's obligations.

The City is also insured by the Arizona Municipal Workers Compensation Fund for potential worker-related accidents.

Note 12 - Retirement Plans

The City contributes to the three plans described below. The plans are component units of the State of Arizona. At June 30, 2023, the City reported the following aggregate amounts related to pensions for all plans to which it contributes:

Statement of Net Position and Statement of Activities	Governmental Activities	Business-Type Activities	Total
Net pension liabilities	$ 51,552,781	$ 8,997,094	$ 60,549,875
Deferred outflows of resources	24,220,090	2,149,452	26,369,542
Deferred inflows of resources	5,407,292	236,992	5,644,284
Pension expense	10,362,441	1,417,093	11,779,534

Arizona State Retirement System

Plan Description – City employees, not covered by the other pension plans described below, participate in the Arizona State Retirement System (ASRS). The ASRS administers a cost-sharing multiple-employer defined benefit pension plan, a cost-sharing multiple-employer defined benefit health insurance premium benefit (OPEB) plan, and a cost-sharing multiple-employer defined benefit long-term disability (OPEB) plan. The Arizona State Retirement System Board governs the ASRS according to the provisions of A.R.S. Title 38, Chapter 5, Articles 2 and 2.1. The ASRS issues a publicly available financial report that includes its financial statements and required supplementary information. The report is available on its Web site at www.azasrs.gov.

Benefits Provided – The ASRS provides retirement, health insurance premium supplement, long-term disability, and survivor benefits. State statute establishes benefits terms. Retirement benefits are calculated based on age, average monthly compensation, and service credit as follows:

	Initial Membership Date	
	Before July 1, 2011	**On or after July 1, 2011**
Years of service and age required to receive benefits	Sum of years and age equals 80 10 years; age 62 5 years; age 50* Any years; age 65	30 years; age 55 25 years; age 60 10 years; age 62 5 years; age 50* Any years; age 65
Final average salary is based on	Highest 36 consecutive months of last 10 years	Highest 60 consecutive months of last 10 years
Benefit % per year of service	2.1% to 2.3%	2.1% to 2.3%

*With actuarially reduced benefits

Retirement benefits for members who joined the ASRS prior to September 13, 2013, are subject to automatic cost-of-living adjustments based on excess investment earning. Members with a membership date on or after September 13, 2013, are not eligible for cost-of-living adjustments. Survivor benefits are payable upon a member's death. For retired members, the survivor benefit is determined by the retirement benefit option chosen. For all other members, the beneficiary is entitled to the member's account balance that includes the member's contributions and employer's contributions, plus interest earned.

Contributions - In accordance with state statutes, annual actuarial valuations determine active member and employer contribution requirements. The combined active member and employer contribution rates are expected to finance the costs of benefits employees earn during the year, with an additional amount to finance any unfunded accrued liability. For the year ended , active ASRS members were required by statute to contribute at the actuarially determined rate of 12.17% (12.03% for retirement and Health and 0.14% for long-term disability) of the members' annual covered payroll, and the City was required by statute to contribute at the actuarially determined rate of 12.17% (11.92% for retirement, 0.11% for health insurance premium benefit, and 0.14% for long-term disability) of the active members' annual covered payroll. In addition, the City was required by statute to contribute at the actuarially determined rate of 9.68% (9.62% for retirement and 0.06% for long-term disability) of annual covered payroll of retired members who worked for the City in positions that would typically be filled by an employee who contributes to the ASRS. The City's contributions to the pension plan for the year ended June 30, 2023, were $4,336,617.

During the fiscal year 2023, the City paid for ASRS pension and OPEB contributions as follows: 70.7% from the General Fund, 22.3% from enterprise funds, 7.0% from other funds. The City's pension and OPEB contributions are paid from the same funds as the employee's salary with the largest component coming from the General Fund.

Pension Liability – On June 30, 2023, the City reported a liability of $40,266,919 for its proportionate share of the ASRS' net pension liability. The net pension liability was measured as of June 30, 2022. The total pension liability used to calculate the net pension liability was determined using updated procedures to roll forward the total pension liability from an actuarial valuation as of June 30, 2021, to the measurement date of June 30, 2022.

The City's reported liability at June 30, 2023, increased to $40,266,919 from the City's prior year liability of $28,624,523 because of changes in the ASRS' net pension liability and the City's proportionate share of that liability.

The City's proportion of the net pension liability was based on accrued retirement contributions for employers that were members of the ASRS as of June 30, 2022. The City's proportion measured as of June 30, 2022, was 0.2467%, which was an increase of .02885% from its proportion measured as of June 30, 2021.

Pension Expense and Deferred Outflows/Inflows of Resources – For the year ended June 30, 2023, the City recognized pension expense for ASRS of $6,624,702. At June 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	$ 343,098	$ -
Difference between projected and actual investment earnings		1,060,670
Changes in assumptions	1,998,525	-
Changes in proportion and differences between City	2,941,734	-
City contributions subsequent to the measurement date	4,336,617	-
	$ 9,619,974	$ 1,060,670

The $4,336,617 reported as deferred outflows of resources related to ASRS pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to ASRS pensions will be recognized in pension expense as follows:

	Pension
Year ending June 30:	
2024	$ 3,472,395
2025	894,212
2026	(1,841,572)
2027	1,697,652
2028	-
Total	$ 4,222,687

Actuarial Assumptions – The significant actuarial assumptions used to measure the total pension liability are as follows:

	Pension
Actuarial valuation date	June 30, 2021
Actuarial roll forward date	June 30, 2022
Actuarial cost method	Entry age normal
Asset valuation	Fair value
Discount rate	7.0%
Projected salary increases	2.9 - 8.4%
Inflation	2.3%
Permanent benefit increase	Included
Mortality rates	2017 SRA Scale U-MP

The actuarial assumptions used in the June 30, 2021, valuation were based on the results of an actuarial experience study for the five-year period ended June 30, 2020. The purpose of the experience study was to review actual experience in relation to the actuarial assumptions in effect. The ASRS Board adopted the experience study recommended changes which were applied to the June 30, 2021, actuarial valuation.

The expected long-term rate of return on investments was determined to be 7.0 percent using a building-block method in which best-estimate ranges of expected future real rates of returns (expected returns, net of investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the expected long-term rate of return by weighting the expected future real rates of return by the target asset allocation percentage. On June 29, 2018, the ASRS Board approved updated strategic asset allocation targets to be effective beginning July 2018. The ASRS' estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Asset Allocation	Real Return Geometric Basis	Long-Term Expected Real Rate of Return
Equity	50%	3.90%	1.95%
Fixed Income - Credit	20%	5.30%	1.06%
Fixed Income - Interest Rate Senitive	10%	-0.20%	-0.02%
Real Estate	20%	6.00%	1.20%
Total	100%		4.19%

Actual returns may be different due to volatility of returns.

Discount Rate – The discount rate used to measure the ASRS total pension liability was 7.0%. The projection of cash flows used to determine the discount rate assumed that contributions from participating employers will be made based on the actuarially determined rates based on the ASRS Board's funding policy, which establishes the contractually required rate under Arizona statute. Based on those assumptions, the Retirement Fund's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the City's Proportionate Share of the ASRS Net Pension Liability to Changes in the Discount Rate – The following table presents the net pension liability of the City's proportionate share of the net pension liability calculated using the discount rate of 7.0%, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6.0%) or 1 percentage point higher (8.0%) than the current rate:

Net Liability	1% Decrease 6.0%	Current Discount Rate 7.0%	1% Increase 8.0%
Retirement	$ 59,412,642	$ 40,266,919	$ 24,302,377

Public Safety Personnel Retirement System (PSPRS)

Plan Descriptions – City's police employees and fire employees who are regularly assigned hazardous duty to participate in the Public Safety Personnel Retirement System (PSPRS). The PSPRS administers an agent multiple-employer defined benefit pension plan and an agent multiple-employer defined benefit health insurance premium benefit (OPEB) plan (agent plans). A nine-member board known as the Board of Trustees and the participating local boards govern the PSPRS according to the provisions of A.R.S. Title 38, Chapter 5, Article 4.

The PSPRS issue publicly available financial reports that include their financial statements and required supplementary information. The reports are available on the PSPRS Web site at www.psprs.com.

Benefits Provided – The PSPRS provides retirement, health insurance premium supplement, disability, and survivor benefits. State statute establishes benefits terms. Retirement, disability, and survivor benefits are calculated based on age, average monthly compensation, and service credit as follows:

	Initial Membership Date		
	Before January 1, 2012 (Tier 1)	**On or after January 1, 2012 and before July 1, 2017 (Tier 2)**	**On or after July 1, 2017 (Tier 3)**
Retirement and disability years of service and age required to receive benefits	20 years of service, any age OR 15 years and age 62	25 years of service OR 15 years of credited service and age 52.5	15 years of service and age 55 or 15 years of credited service and age 52.5 with reduced benefits
Final average salary is based on	Highest 36 consecutive months of last 20 years	Highest 60 consecutive months of last 20 years	Highest 60 consecutive months of last 15 years

	Benefit percent:		
Normal retirement	50% less 2.0% for each year of credited service less than 20 years **OR** plus 2.0% to 2.5% for each year of credited service over 20 years, not to exceed 80%	1.58% to 2.5% per year of credited service, not to exceed 80%	1.5% to 2.5% per year of credited service, not to exceed 80%
Accidental disability retirement	50% or normal retirement, whichever is greater		
Catastrophic disability retirement	90% for the first 60 months then reduced to either 62.5% or normal retirement, whichever is greater		
Ordinary disability retirement	Normal retirement calculated with actual years of credited service or 20 years of credited service, whichever is greater, muliplied by years of credited service (not to exceed 20 years) divided by 20		
	Survivor benefit:		
Retired members	80% - 100% of retired members pension benefit		
Active members	80% - 100% of accidental disability retirement benefit or 100% of average monthly compensation if death was the result of injuries on the job		

Retirement and survivor benefits are subject to automatic cost-of-living adjustments based on inflation. PSPRS also provides temporary disability benefits of 50% of the members' compensation for up to 12 months.

Employees Covered by Benefit Terms – At June 30, 2022, the following employees were covered by the agent pension plans' benefit terms:

	PSPRS Police	PSPRS Fire
Inactive employees or beneficiaries currently receiving benefits	28	6
Inactive employees entitled to but not yet receiving benefits	13	4
Active employees	62	76
Total	103	86

Contributions and Annual OPEB Cost – State statutes establish the pension contribution requirements for active PSPRS employees. In accordance with state statutes, annual actuarial valuations determine employer contribution requirements for PSPRS pension and health insurance premium benefits. The combined active member and employer contribution rates are expected to finance the costs of benefits employees earn during the year, with an additional amount to finance any unfunded accrued liability. Contribution rates for the year ended June 30, 2023, are indicated below. Rates are a percentage of active members' annual covered payroll.

	Tier 1 &2		Tier 3	
	PSPRS - Police	PSPRS - Fire	PSPRS - Police	PSPRS - Fire
Active members				
Pension	7.65%	7.65%	9.00%	9.00%
Health insurance premium benefit	0.00%	0.00%	0.12%	0.12%
City				
Pension	31.17%	19.57%	26.63%	14.06%
Health insurance premium benefit	0.22%	0.27%	0.12%	0.12%
City Total	31.39%	19.84%	26.75%	14.18%

In addition, the City was required by statute to contribute at the actuarially determined rate of 16.81% for Police and 8.0% for Fire for the PSPRS of annual covered payroll of retired members who worked for the City in positions that would typically be filled by an employee who contributes to the PSPRS.

For the agent plans, the City's contributions to the pension plan and annual OPEB cost and contributions for the health insurance premium benefit for the year ended June 30, 2023, were:

	PSPRS Police	PSPRS Fire
Pension contributions made	$ 4,076,430	$ 2,788,286
Health insurance premium benefit OPEB contributions made	27,012	18,740

During the fiscal year 2023, the City paid for PSPRS pension and OPEB contributions from both the General Fund and the Nuclear Emergency Management Fund.

Pension Liability – At June 30, 2023, the City reported the following net pension liabilities:

	Net Pension Liability
PSPRS Police	$ 15,897,986
PSPRS Fire	4,384,970

The net pension liabilities were measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The total pension liabilities as of June 30, 2022, reflect changes in actuarial assumptions based on the results of an actuarial experience study for the five-year period ended June 30, 2021, including decreasing the discount rate from 7.3 percent to 7.2 percent, changing the wage inflation rate from 3.5 percent to a range of 2.75-15.0 percent, and increasing the cost-of-living adjustment rate from 1.75 percent to 1.85 percent.

Pension Actuarial Assumptions – The significant actuarial assumptions used to measure the total pension liability are as follows:

Actuarial valuation date	June 30, 2022
Actuarial cost method	Entry age normal
Asset Valuation Method	Fair value of assets
Price Inflation	2.50%
Cost-of-living adjustment	1.85%
Projected salary increases - Police	3.25% - 15.00% including inflation
Projected salary increases - Fire	3.75% - 15.00% including inflation
Investment rate of return	7.20%
Permanent benefit increase	Included
Mortality tables	PubS-2010 tables

Actuarial assumptions used on June 30, 2022, valuation were based on the results of an actuarial experience study of the period July 1, 2016 – June 30, 2021.

The long-term expected rate of return on PSPRS pension plan investments was determined to be 7.2% using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
U.S. Public Equity	24%	3.49%
International Public Equity	16%	4.47%
Global Private equity	20%	7.18%
Other Assets (Capital Appreciation)	7%	4.83%
Private Credit	20%	5.10%
Core Bonds	2%	0.45%
Diversifying Strategies	10%	2.68%
Cash - Mellon	1%	-0.35%
Total	100%	

Pension Discount Rates – The PSPRS Police and PSPRS Fire used a discount rate of 7.2% to measure the total pension liabilities, which was a decrease of 0.1 from the discount rate used as of June 30, 2021. The projection of cash flows used to determine the PSPRS discount rates assumed that plan member contributions will be made at the current contribution rate and those employer contributions will be made at rates equal to the difference between the actuarially determined contribution rate and the member rate. Based on those assumptions, the pension plans' fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Changes in Net Pension/OPEB Liability

PSPRS Police	Pension Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balances at June 30, 2022	$ 48,422,904	$ 37,171,735	$ 11,251,169
Changes for the year:			
Service cost	1,447,000	-	1,447,000
Interest on the total pension liability	3,575,890	-	3,575,890
Differences between expected and actual experience in the measurement of the pension liability	1,079,291	-	1,079,291
Changes of assumptions	215,313	-	215,313
Contributions - employer	-	2,623,803	(2,623,803)
Contributions - employee	-	587,497	(587,497)
Net investment income	-	(1,513,339)	1,513,339
Benefit payments, including refunds of employee contributions	(1,770,208)	(1,770,208)	-
Pension plan administrative expenses	-	(27,284)	27,284
Net changes	4,547,286	(99,531)	4,646,817
Balances at June 30, 2023	$ 52,970,190	$ 37,072,204	$ 15,897,986

PSPRS Fire	Pension Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balances at June 30, 2022	$ 44,195,550	$ 44,846,138	$ (650,588)
Changes for the year:			
Service cost	1,951,693	-	1,951,693
Interest on the total pension liability	3,334,887	-	3,334,887
Differences between expected and actual experience in the measurement of the pension liability	887,536	-	887,536
Changes of assumptions	(22,419)	-	(22,419)
Contributions - employer	-	2,282,775	(2,282,775)
Contributions - employee	-	701,147	(701,147)
Net investment income	-	(1,834,706)	1,834,706
Benefit payments, including refunds of employee contributions	(927,731)	(927,731)	-
Pension plan administrative expenses	-	(33,077)	33,077
Net changes	5,223,966	188,408	5,035,558
Balances at June 30, 2023	$ 49,419,516	$ 45,034,546	$ 4,384,970

Sensitivity of the City's Net Pension Liability to Changes in the Discount Rate – The following table presents the City's net pension liabilities calculated using the discount rates noted above, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	1% Decrease 6.20%	Current Discount Rate 7.20%	1% Increase 8.20%
PSPRS Police	$ 24,104,975	$ 15,897,986	$ 9,295,631
PSPRS Fire	12,864,096	4,384,970	(2,463,487)
City's net pension liability	$ 36,969,071	$ 20,282,956	$ 6,832,144

Pension Plan Fiduciary Net Position – Detailed information about the pension plans' fiduciary net position is available in the separately issued PSPRS financial reports.

Pension Expense – For the year ended June 30, 2023 the City recognized $2,658,390 for PSPRS Police and $2,496,442 for PSPRS Fire in pension expense.

Pension Deferred Outflows/Inflows of Resources – At June 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Pensions	
	Deferred Outflows of Resources	Deferred Inflows of Resources
PSPRS Police		
Difference between expected and actual experience	$ 2,719,458	$ 1,166,448
Changes in assumptions	972,247	-
Difference between projected and actual investment earnings	664,291	-
City contributions subsequent to the measurement date	4,076,430	-
	$ 8,432,426	$ 1,166,448
PSPRS Fire		
Difference between expected and actual experience	$ 3,676,301	$ 3,397,238
Changes in assumptions	1,073,164	19,928
Difference between projected and actual investment earnings	779,390	-
City contributions subsequent to the measurement date	2,788,286	-
	$ 8,317,141	$ 3,417,166

The amounts reported as deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability (or an increase in the net pension asset) in the year ended June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

	Police Pension	Fire Pension
Year ending June 30:		
2024	$ 677,048	$ 409,150
2025	417,428	301,103
2026	153,555	(66,544)
2027	1,325,261	1,272,569
2028	431,313	125,656
Thereafter	184,943	69,755
Total	$ 3,189,548	$ 2,111,689

Firefighters' Relief and Pension Fund

The City of Buckeye Volunteer Firefighters' Relief and Pension Fund is a defined contribution pension plan administered by the City and a board of trustees for the City's volunteer firefighters.

A defined contribution pension plan provides pension benefits in return for services rendered, provides an individual account for each participant, and specifies how contributions to the individual's account are to be determined instead of specifying the amount of benefits the individual is to receive. According to state statute, a volunteer firefighter who has served for 25 years or more or has reached 60 years of age and has served 20 years or more shall be eligible to receive a monthly retirement not to exceed $150 per month, as determined by the board of trustees. Such pension, if paid, may be increased or decreased in amount, or discontinued at the discretion of the board of trustees. Pension and relief benefits may only be paid from the income of the trust fund.

However, a firefighter who leaves the service without being eligible for retirement benefits is entitled to all previous deductions from his salary plus interest at a rate determined by the board of trustees. As established by state statute, in lieu of another acceptable pension plan, all volunteer firefighters must participate in the pension plan from the date they enter service.

The State of Arizona is required by statute to contribute a portion of the annual tax received on fire insurance premiums. During the fiscal year ended June 30, 2023, there were no contributions made.

No pension provision changes occurred during the year that affected the required contributions made by the City or its volunteer firefighters. The Firefighters' Relief and Pension Fund held no securities of the City or other related parties during the fiscal years or as of the close of the fiscal year.

Post-employment Health Plan

The City's post-employment health benefit plan is a defined contribution health benefit plan established by the City in May of 2013 to provide health benefits at retirement to qualified general and public safety employees of the City. The plan is administered by Nationwide Retirement Solutions. On June 30, 2023, there were 116 plan members. Plan membership is required at a cost of $10 plus 0.50 percent of covered salary per pay period to the employee. The City does not contribute to the plan. Plan provisions and contribution requirements are established and may be amended by the City Council.

Note 13 - Contingent Liabilities

Tartesso Wastewater Treatment Plant - On May 19, 2015, the City entered into an agreement to purchase Tartesso Wastewater Treatment Plant (WWTP) for $14,930,544. The purchase price is to be paid from the City's collection of wastewater impact fees from users of the Tartesso WWTP located in the Central North service area within City. Each payment is to be made quarterly and will be made up of wastewater impact fees collected by the City in the quarter. The City's payment obligation for the purchase price terminates when the purchase price is paid in full. Interest will not be charged on any unpaid balance of the purchase price. As of June 30,2023, the remaining obligation is $1,313,224, which is contingent on collection of impact fees.

The City has also committed to reimburse the seller of the Tartesso WWTP for the construction and installation of an additional well, Tartesso Well No. 3, provided the seller performs the work in compliance with procurement laws and the City's requirements. In addition, upon the City Engineer's acceptance of Tartesso Well No. 3, the seller will be entitled to reimbursement of all eligible and verified costs from water development impact fees collected from the Tartesso West project. As of June 30, 2023, the remaining obligation is $106,560, which is contingent on collection of impact fees.

On August 6, 2019, the City entered into an agreement to develop a permanent fire station (Tartesso Fire Station 705) once growth met the agreement's threshold of 1,500 certificates of occupancy issued. The land has been donated by the developer by a special warranty deed. The estimated costs for improvements at the time of the agreement were $5,700,000. As of June 30, 2023, the City's remaining obligation was $1,273,755 that is contingent on collection of impact fees.

On March 19, 2013, the City entered into agreements with Tartesso 1261 LLC for water/wastewater infrastructure and related appurtenances relating to Tartesso West Development Units 1, 2A and 2B 36-inch raw waterlines. As of June 30, 2023, the remaining obligation was $387,906.

Global Water - On July 9, 2015, the City acquired Global Water Resources, Inc. (Global Water), a water utility service corporation through the issuance of the Excise Tax Revenue Obligation Bonds series 2015, in the amount of $51,260,000. In addition to the consideration paid of $51,260,000, the City has agreed to pay a growth premium equal to $3,000 per new account during the growth period, up to $45,000,000. The growth period is defined at the period of 20 years commencing January 1, 2015. Growth premiums paid during the current year were $1,815,000. Growth premiums paid to date are $9,078,000.

Sundance Wastewater 8th Amendment – On January 19, 2021, The City entered into an agreement to reimburse The Sundance Expansion Owner the Maximum Expansion Phase Reimbursement amount $10,892,735, the Maximum Lift Station Reimbursement amount $6,211,852 and the Maximum Sewer Lines Reimbursement amount of $1,002,414. The total amount of the Eight Amendment shall not exceed $18,107,001 is contingent on collection of sewer development fees. As of June 30, 2023, the obligation was $16,430,532.

Federal and State Grants and Loans – The City has received a number of grants and loans from both the Federal and State governments. Although the programs have been audited, not all audits have been approved as of June 30, 2023; however, the City expects no material disallowances of expenditures.

Lawsuits - In 2013, the City settled a legal action brought by a group of developers alleging that the City had breached the terms of a Letter of Understanding and Memorandum of Understanding between the City and the developers. Under the settlement, the City agreed to provide monetary relief up to $7,250,000, to be paid in an initial payment of $2,000,000, with the remaining $5,250,000 contingent upon the occurrence of connections.

The contingent amount payable by the City for each connection shall be the following amounts:

- For each single-family home or unit connection, an amount equal to $1,250; and
- For each commercial, industrial, or other non-residential connection, an amount equal to the lesser of (A) $5,000, or (B) 25% of the amount normally charged as a wastewater connection fee for such type building.

As of, the City has not recorded a provision for the remaining $5,250,000 as the liability is contingent upon the occurrence of connections and management does not believe payment of the entire amount is probable. The City believes, however, that any liability it may incur would not have a material adverse effect on its financial condition or its results of operations. As of June 30, 2023, the City has paid out 509 single-family home connections for a total of $646,149.

The City is a party to several various types of lawsuits, many of which normally occur in governmental operations. The ultimate outcome of the actions is not determinable; however, City management believes that the outcome of these proceedings, either individually or in the aggregate, will not have a materially adverse effect on the accompanying financial statements.

Note 14 – Tax Abatement and Contract Obligations Agreements

The City enters into various agreements with the local businesses under Arizona Revised Statute 9-500.05 and 9-500.11. Under the Revised Statute, the City is empowered to appropriate public funds to further employment opportunities and economic enhancement of the City. These agreements may be granted to any businesses located within or promising to relocate to the City. The City has determined that it is in the best interests of the citizens of the City to rebate a portion of the sales taxes generated and collected from the certain business's retail sales to reimburse the businesses for certain amounts advanced by the business. In addition, the City has entered into development agreements to reimburse developers for the construction of public infrastructure that will benefit the community; all to provide opportunities for enhanced economic welfare and new job creation in the City.

For the fiscal year ended June 30, 2023 , the City has fifteen active development agreements.

- The agreement stipulates that the business owner will construct and develop a new facility on a piece of land to provide a unique retail business for the City, increase the value of the land for property tax purposes, create new opportunities for employment in the City, and enhance retail transaction (sales) tax. The City will reimburse the owner 49% of sales taxes generated and collected by the business for up to 15 years up to a total of $2,500,000. During the fiscal year, $220,675 was paid as a rebate.

- The agreement stipulates that the business owner provides funds for the City's design, construction, and installation of certain public improvements. This sales tax rebate is limited to the full reimbursement of the funds received from the retail business that they provided to the City to design, construct, and install the necessary public infrastructure. The City will reimburse the owner 49% of sales taxes generated and collected by the business for up to 20 years, up to a total of $1,350,000. During the fiscal year, $186,824 was paid as a rebate.
- The agreement stipulates that the business owner will design, construct, and install certain public improvements. This sales tax rebate is limited to the full reimbursement of the funds received from the retail business that they provided to the City to design, construct, and install the necessary public infrastructure. The City will reimburse the owner 49% of sales tax generated and collected by the business for up to 5 years, up to a total of $1,915,018. During the fiscal year, $889,632 was paid as a rebate.
- The agreement stipulates that the business owner will construct and develop a new facility on a piece of land to provide a unique business for the City, increase the value of the land for property tax purposes, create new opportunities for employment in the City. The City reimbursed the owner 49% of the construction taxes collected of $573,300 and $750,000 for permits in the prior year. In addition, the owner designed, constructed, and installed certain public improvements which the City reimbursed the owner $755,223 in the current fiscal year.
- The agreement stipulates that the business owner will construct and develop a new facility on a piece of land and increase the values of the land for property tax purposes. The City will reimburse the owner 49% of the construction taxes collected up to $171,000. The City will reimburse the owner up to $129,000 in permits. During the fiscal year, $129,000 in permit fees were rebated and $104,813 in sales taxes were rebated.
- The agreement stipulates that the business owner will design, construct, and install certain public infrastructure. The City will reimburse the owner up to $417,723. During the fiscal year, $225,868 was paid as a rebate.
- The agreement stipulates that the business owner will design, construct, and install certain public infrastructure. The owner has agreed to contribute $900,000 towards the cost of the improvements and in addition the existing tenants have agreed to make a direct payment to the City of $900,000 towards this amount. The City will reimburse the owner up to $7,983,854. During the fiscal year, no funds were rebated.
- The agreement stipulates that the business owner will design, construct, and install certain public improvements. The City will reimburse the owner 49% of sales tax generated and collected, up to a total of $7,595,137. During the fiscal year, no funds were rebated.
- The agreement stipulates that the business owner will design, construct, and install certain public infrastructure. The City will reimburse the owner up to $9,708,100. During the fiscal year, no funds were rebated.
- The agreement stipulates that the business owner will design, construct, and install certain public infrastructure. The City will reimburse the owner an amount up to $961,196. During the fiscal year, not funds were rebated.
- The agreement stipulates that the business owner will design, construct, and install certain public infrastructure. The City will reimburse the owner up to $3,462,000. During the fiscal year, no funds were rebated.
- The agreement stipulates that the business owner will design, engineer, permit, and install certain public infrastructure. The City will reimburse the owner up to $4,605,167. During the fiscal year, no funds were rebated.
- The agreement stipulates that the business owner will design, engineer, permit, construct and install certain public infrastructure. The City will reimburse the owner permit fees, 75% of sales taxes generated and collected by the business, up to a total of $16,500,000 plus interest. During the fiscal year, no funds were rebated.

As of June 30, 2023, the City's estimated balance to be reimbursed for tax abatement obligations is approximately $25,382,008 and for contract obligations is approximately $27,138,724.

Note 15 – Subsequent Events

On July 18, 2023, an agreement was signed that stipulates the business owner develop mixed retail space, dining, and entertainment center and establish a space for the City's operation of police substation at no cost to the City. The City will reimburse the owner permit fees, 49% of sales taxes generated and collected by the business, in an amount not to exceed $3,700,000 of verified costs.

On July 19, 2023, the Water Infrastructure Finance Authority of Arizona amended their loan agreement to expand the scope of the initial project. These improvements will add $5,750,000 in additional costs to complete the project.

On August 1, 2023, an agreement was signed to purchase certain real property with groundwater rights. The groundwater rights consist of 592,592 acre-feet of groundwater to be withdrawn at the maximum rate of 5,923 acre-feet per year over a maximum period of 100 years. Total cost of $80,000,000.

On May 16, 2023, an agreement was made to lease approximately 54,000 square feet of office space. Annual base lease payments range from $1.5 million to $2.0 million for the lease term ending in June 2033. Lease term commences after tenant improvements are completed.

On May 16, 2023, the Verrado District 1 Community Facility District Board approved the Feasibility Report in connection with the proposed issuance by the District of its General Obligation Bonds, Series 2023 in an aggregate principal amount not to exceed $25,910,000 and General Obligation Refunding Bonds, Series 2023 in an aggregate principal amount not to exceed $11,825,000. This Report has been prepared for consideration of the feasibility and benefits of certain public infrastructure. The bond closing occurred on September 14, 2023, and the final amount was $25,910,000 and $11,825,000, respectively.

On October 17, 2023, an agreement was signed that stipulates the business owner will design, construct, and install certain public infrastructure. The City's reimbursement is to include $1,041,632 in impact fee credits and the $698,449 through collected impact fees for a total of not more than $1,740,081.

On May 16, 2023, the Festival Ranch Community Facility District Board approved the Feasibility Report in connection with the proposed issuance by the District of its General Obligation Bonds, Series 2023 in an aggregate principal amount not to exceed $5,250,000. This Report has been prepared for consideration of the feasibility and benefits of certain public infrastructure. The bond closing occurred on December 7, 2023, and the final amount was $3,985,000.

Note 16 – Prior Period Adjustment

Net position of the governmental activities was restated as of July 1, 2022, due to the implementation of GASB Statement 94 to remove landfill assets and related accumulated depreciation.

	Governmental Activities
Net position of as June 30, 2022, as previously reported	$448,373,702
Period adjustment:	
1 Reclassification of funds per GASB 94	(21,777,238)
Net position as of July 1, 2022, as restated	$426,596,464

REQUIRED SUPPLEMENTARY INFORMATION

City of Buckeye, Arizona

General Fund

Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - Non GAAP Basis

For the Year Ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance Between Final Budget and
	Adopted	Final	Budgetary Basis	Actual Amounts
Revenues				
Taxes:				
Sales taxes	$ 69,318,000	$ 69,318,000	$ 73,362,148	$ 4,044,148
Property taxes	12,332,400	12,332,400	12,123,020	(209,380)
Franchise taxes	4,490,000	4,490,000	4,540,244	50,244
Intergovernmental	40,378,007	40,378,007	39,221,090	(1,156,917)
Fines and forfeitures	1,073,564	1,073,564	1,088,807	15,243
Licenses and permits	20,353,694	20,353,694	17,539,973	(2,813,721)
Charges for services	3,973,590	3,973,590	4,598,409	624,819
Investment earnings	500,000	500,000	2,858,649	2,358,649
Other	480,470	480,470	379,424	(101,046)
Total revenues	152,899,725	152,899,725	155,711,764	2,812,039
Expenditures				
Current:				
General government:				
Mayor and Council				
Personnel services	494,764	534,764	500,100	34,664
Operating expenditures	349,750	349,750	270,780	78,970
Total Mayor and Council	844,514	884,514	770,880	113,634
City Clerk				
Personnel services	552,681	552,681	539,551	13,130
Operating expenditures	270,650	270,650	95,018	175,632
Total City Clerk	823,331	823,331	634,569	188,762
City Manager				
Personnel services	2,072,066	2,587,066	2,547,359	39,707
Operating expenditures	311,740	472,740	422,869	49,871
Total City Manager	2,383,806	3,059,806	2,970,228	89,578
City Attorney				
Personnel services	*368,959*	368,959	303,067	65,892
Operating expenditures	986,000	1,406,000	1,084,272	321,728
Total City Attorney	1,354,959	1,774,959	1,387,339	387,620
Human Resources				
Personnel services	1,090,159	1,220,159	1,193,560	26,599
Operating expenditures	2,012,000	2,257,328	2,195,701	61,627
Total Human Resources	3,102,159	3,477,487	3,389,261	88,226
Finance				
Personnel services	2,160,610	2,200,610	2,126,519	74,091
Operating expenditures	1,311,388	1,311,388	1,266,510	44,878
Total Finance Department	3,471,998	3,511,998	3,393,029	118,969
City Court				
Personnel services	1,353,808	1,353,808	1,035,492	318,316
Operating expenditures	137,825	137,825	124,137	13,688
Total City Court	1,491,633	1,491,633	1,159,629	332,004
Economic Development				
Personnel services	915,856	915,856	776,176	139,680
Operating expenditures	286,295	323,295	250,931	72,364
Total Economic Development	1,202,151	1,239,151	1,027,107	212,044
Information Technology				
Personnel services	2,982,662	2,982,662	2,508,060	474,602
Operating expenditures	4,335,649	4,338,649	3,774,355	564,294
Total Information Technology	7,318,311	7,321,311	6,282,415	1,038,896
Non-Departmental				
Personnel services	1,500,000	-	(68,068)	68,068
Operating expenditures	5,623,300	5,259,247	3,161,096	2,098,151
Total Non-Departmental	7,123,300	5,259,247	3,093,028	2,166,219
Contingency	3,482,000	2,913,210	-	2,913,210
Total General Government	32,598,162	31,756,647	24,107,485	7,649,162

See accompanying notes to this schedule.

City of Buckeye, Arizona

General Fund

Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - Non GAAP Basis

For the Year Ended June 30, 2023

Public safety:				
Police				
Personnel services	23,473,433	23,533,433	23,898,879	(365,446)
Operating expenditures	5,293,000	5,293,000	4,466,543	826,457
Total Police	28,766,433	28,826,433	28,365,422	461,011
Fire				
Personnel services	17,941,872	18,616,872	18,419,466	197,406
Operating expenditures	2,975,848	3,042,363	2,443,212	599,151
Total Fire	20,917,720	21,659,235	20,862,678	796,557
Total Public Safety	49,684,153	50,485,668	49,228,100	1,257,568
Culture and Recreation:				
Community Services				
Personnel services	5,851,115	5,851,115	5,397,526	453,589
Operating expenditures	2,570,195	2,570,195	2,127,893	442,302
Total Culture and Recreation	8,421,310	8,421,310	7,525,419	895,891
Public Works:				
Public Works				
Personnel services	2,472,846	2,512,846	2,476,217	36,629
Operating expenditures	4,501,390	4,501,390	3,965,604	535,786
Total Public Works	6,974,236	7,014,236	6,441,821	572,415
Development Services:				
Development Services				
Personnel services	5,380,036	5,380,036	5,298,522	81,514
Operating expenditures	2,667,785	2,667,785	1,411,026	1,256,759
Total Development Services	8,047,821	8,047,821	6,709,548	1,338,273
Engineering Services:				
Engineering				
Personnel services	5,705,853	5,705,853	4,875,723	830,130
Operating expenditures	2,268,855	2,268,855	1,976,168	292,687
Total Engineering Services	7,974,708	7,974,708	6,851,891	1,122,817
Debt Service				
Principal	4,698,800	4,698,800	698,800	4,000,000
Interest and other charges	371,555	371,555	371,339	216
Total Debt Service	5,070,355	5,070,355	1,070,139	4,000,216
Capital Outlay	29,572,276	29,572,276	9,173,886	20,398,390
Total expenditures	148,343,021	148,343,021	111,108,289	37,234,732
Excess (deficiency) of revenues over expenditures	4,556,704	4,556,704	44,603,475	40,046,771
Other Financing Sources (Uses)				
Transfers in	1,599,000	1,599,000	1,129,191	(469,809)
Transfers out	(74,454,665)	(74,454,665)	(28,971,771)	45,482,894
Total other financing sources and uses	(72,855,665)	(72,855,665)	(27,842,580)	45,013,085
Net change in fund balances	(68,298,961)	(68,298,961)	16,760,895	85,059,856
Fund balances - beginning	97,000,000	97,000,000	109,272,984	12,272,984
Fund balances - ending	$ 28,701,039	$ 28,701,039	$ 126,033,879	$ 97,332,840

City of Buckeye, Arizona

Highway User Revenue Fund - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - GAAP Basis

Governmental Funds

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amount	Variance Between Final Budget and
	Adopted	Final	Budgetary Basis	Actual Amounts
REVENUES				
Intergovernmental	$ 7,663,389	$ 7,663,389	$ 7,488,071	$ (175,318)
Charges for service	20,000	20,000	584	(19,416)
Interest income	15,000	15,000	99,021	84,021
Other	500	500	250	(250)
Total revenues	7,698,889	7,698,889	7,587,926	(110,963)
EXPENDITURES				
Current				
Highways and streets				
Personnel services	3,344,366	3,344,366	2,753,899	590,467
Operating expenditures	6,970,146	6,998,146	6,652,083	346,063
Capital outlay	1,618,624	1,618,624	619,548	999,076
Contingencies	1,197,000	1,169,000	-	1,169,000
Total expenditures	13,130,136	13,130,136	10,025,530	3,104,606
Excess (deficiency) of revenues over expenditures	(5,431,247)	(5,431,247)	(2,437,604)	2,993,643
OTHER FINANCING SOURCES (USES)				
Transfers in	3,225,546	3,225,546	2,000,000	(1,225,546)
Transfers out	-	-	-	-
Total other financing sources and uses	3,225,546	3,225,546	2,000,000	(1,225,546)
Net change in fund balances	(2,205,701)	(2,205,701)	(437,604)	1,768,097
Fund balances - beginning	3,500,000	3,500,000	3,576,490	76,490
Fund balances - ending	$ 1,294,299	$ 1,294,299	$ 3,138,886	$ 1,844,587

See accompanying notes to this schedule.

Note Budgetary Basis of Accounting

The City's budget is prepared on a basis consistent with generally accepted accounting principles, except for the following items:

Certain activities reported in the General Fund are budgeted in separate funds. Separate budget to actual statements are provided for the following funds:
- Community Services Programs (Special Revenue)
- Risk Management (Special Revenue)
- Cemetery Improvement (Capital Projects)

The following schedule reconciles fund balance reported at the end of the year:

	Beginning Fund Balance	Revenues and transfers in	Expenditures and transfers out	Ending Fund Balance
Schedule of Revenues, Expenditures and Changes in Fund Balances - General Fund	$ 109,272,984	$ 156,840,955	$ (140,080,060)	$ 126,033,879
Activity budgeted as special revenue and capital funds	612,017	1,166,100	(1,739,762)	38,355
Statement of Revenues, Expeditures and Changes Schedule of Revenues, Expeditures and Changes	$ 109,885,001	$ 158,007,055	$ (141,819,822)	$ 126,072,234

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Arizona State Retirement System – Schedule of the City's Proportionate Share of the Net Pension Liability

City of Buckeye, Arizona
Arizona State Retirement
Schedule of the City's Proportionate Share of the Net Pension Liability
June 30, 2023

	Reporting Fiscal Year (Measurement Date)									
ASRS	2023 (2022)	2022 (2021)	2021 (2020)	2020 (2019)	2019 (2018)	2018 (2017)	2017 (2016)	2016 (2015)	2015 (2014)	2014 (2013)
City's proportion of the net pension liability	0.24670%	0.21785%	0.217090%	0.209790%	0.207660%	0.188750%	0.186940%	0.017041%	0.151988%	Information not available
City's proportionate share of the net pension liability	$40,266,919	$28,624,523	$37,614,142	$30,528,341	$28,961,262	$29,403,571	$30,173,994	$26,543,410	$22,489,006	
City's covered payroll	30,584,663	25,774,103	24,096,148	22,100,376	21,075,064	18,867,189	18,629,613	15,618,173	14,911,458	
City's proportionate share of the net pension liability as a percentage of its covered-payroll	131.66%	111.06%	156.10%	138.13%	137.42%	155.84%	161.97%	169.95%	150.82%	
Plan fiduciary net position as a percentage of the total pension liability	74.26%	78.58%	69.33%	73.24%	73.00%	69.92%	67.06%	68.35%	69.49%	

BUCKEYE, AZ

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Public Safety Personnel Retirement System – Schedule of Changes in the City's Net Pension Liability and Related Ratios

City of Buckeye, Arizona
Public Safety Personnel Retirement System
Schedule of changes in the City's Net Pension Liability and Related Ratios
June 30, 2023

	Reporting Fiscal Year (Measurement Date)									
PSPRS Police	2023 (2022)	2022 (2021)	2021 (2020)	2020 (2019)	2019 (2018)	2018 (2017)	2017 (2016)	2016 (2015)	2015 (2014)	2014 (2013)
Total pension liability										
Service cost	$ 1,447,000	$ 1,523,377	$ 1,542,517	$ 1,641,029	$ 1,602,070	$ 1,673,903	$ 1,423,922	$ 1,238,971	$ 980,797	Information
Interest on the total pension liability	3,575,890	3,404,522	2,987,930	2,751,515	2,425,223	2,262,865	1,868,584	1,712,805	1,317,252	not available
Changes of benefit terms	-	-	-	-	-	332,370	2,485,144	-	159,238	
Differences between expected and actual experience in the measurement of the pension liability	1,079,291	(852,110)	2,507,174	(411,801)	422,918	(1,247,935)	257,874	(156,843)	1,747,466	
Changes of assumptions and other inputs	215,313	-	-	833,345	-	583,812	1,274,163	-	1,369,971	
Benefit payments, including refunds of employee contributions	(1,770,208)	(1,533,580)	(1,089,922)	(845,388)	(916,335)	(1,018,342)	(1,115,189)	(690,735)	(639,100)	
Net change in total pension liability	4,547,286	2,542,209	5,947,699	3,968,700	3,533,876	2,586,673	6,194,498	2,104,198	4,935,624	
Total pension liability - beginning	48,422,904	45,880,695	39,932,996	35,964,296	32,430,420	29,843,747	23,649,249	21,545,051	16,609,427	
Total pension liability - ending (a)	$ 52,970,190	$ 48,422,904	$ 45,880,695	$ 39,932,996	$ 35,964,296	$ 32,430,420	$ 29,843,747	$ 23,649,249	$ 21,545,051	
Plan fiduciary net position										
Contributions - employer	$ 2,623,803	$ 2,638,962	$ 2,092,342	$ 1,988,279	$ 2,188,945	$ 1,463,930	$ 1,435,056	$ 1,096,508	$ 1,006,884	
Contributions - employee	587,497	561,368	644,066	592,683	645,123	800,409	868,827	711,650	633,425	
Net investment income	(1,513,339)	7,893,603	344,207	1,272,546	1,458,538	2,079,003	93,818	534,404	1,584,629	
Benefit payments, including refunds of employee contributions	(1,770,208)	(1,533,580)	(1,089,922)	(845,388)	(916,335)	(1,018,342)	(1,115,189)	(690,735)	(639,100)	
Hall/Parker Settlement		-	-	-	(1,001,955)	-	-	-	-	
Pension plan administrative expenses	(27,284)	(36,729)	(28,064)	(23,107)	(22,899)	(18,796)	(13,900)	(13,427)	-	
Other changes	-	-	(16,931)	-	230	207	113,071	108,428	(20,638)	
Net change in plan fiduciary net position	(99,531)	9,523,624	1,945,698	2,985,013	2,351,647	3,306,411	1,381,683	1,746,828	2,565,200	
Plan fiduciary net position - beginning	37,171,735	27,648,111	25,702,412	22,727,384	20,375,737	17,069,326	15,687,643	13,940,815	11,375,615	
Adjustment to beginning of year	-	-	1	(9,985)	-	-	-	-	-	
Plan fiduciary net position - ending (b)	$ 37,072,204	$ 37,171,735	$ 27,648,111	$ 25,702,412	$ 22,727,384	$ 20,375,737	$ 17,069,326	$ 15,687,643	$ 13,940,815	
City's net pension liability - ending (a) - (b)	$ 15,897,986	$ 11,251,169	$ 18,232,584	$ 14,230,584	$ 13,236,912	$ 12,054,683	$ 12,774,421	$ 7,961,606	$ 7,604,236	
Plan fiduciary net position as a percentage of the total pension liability	69.99%	76.76%	60.26%	64.36%	63.19%	62.83%	57.20%	66.33%	64.71%	
Covered payroll	9,723,152	8,140,484	8,285,780	8,184,840	7,505,077	7,361,072	7,307,451	8,598,026	8,306,224	
City's net pension liability as a percentage of covered payroll	163.51%	138.21%	220.05%	173.87%	176.37%	163.76%	174.81%	92.60%	91.55%	

Public Safety Personnel Retirement System – Schedule of Changes in the City's Net Pension Liability and Related Ratios

City of Buckeye, Arizona
Public Safety Personnel Retirement System
Schedule of changes in the City's Net Pension Liability and Related Ratios
June 30, 2023

	Reporting Fiscal Year (Measurement Date)									
PSPRS Fire	2023 (2022)	2022 (2021)	2021 (2020)	2020 (2019)	2019 (2018)	2018 (2017)	2017 (2016)	2016 (2015)	2015 (2014)	2014 (2013)
Total pension liability										
Service cost	$ 1,951,693	$ 1,839,972	$ 1,781,018	$ 1,824,195	$ 1,819,972	$ 1,624,240	$ 1,441,767	$ 1,257,769	$ 1,046,482	Information
Interest on the total pension liability	3,334,887	3,086,322	2,670,319	2,554,761	2,150,849	2,014,168	1,430,438	1,259,873	928,031	not available
Changes of benefit terms	-	-	-	-	-	186,129	2,870,483	-	(42,676)	
Differences between expected and actual experience in the measurement of the pension liability	887,536	(595,231)	1,869,674	(2,809,551)	573,232	(1,838,647)	1,533,880	(436,845)	1,956,924	
Changes of assumptions and other inputs	(22,419)	-	-	637,043	-	126,197	1,265,636	-	232,886	
Benefit payments, including refunds of employee contributions	(927,731)	(1,147,861)	(214,709)	-	1	-	-	-	-	
Net change in total pension liability	5,223,966	3,183,202	6,106,302	2,206,448	4,544,054	2,112,087	8,542,204	2,080,797	4,121,647	
Total pension liability - beginning	44,195,550	41,012,348	34,906,046	32,699,598	28,155,544	26,043,457	17,501,253	15,420,456	11,298,809	
Total pension liability - ending (a)	$ 49,419,516	$ 44,195,550	$ 41,012,348	$ 34,906,046	$ 32,699,598	$ 28,155,544	$ 26,043,457	$ 17,501,253	$ 15,420,456	
Plan fiduciary net position										
Contributions - employer	$ 2,282,775	$ 3,900,911	$ 1,730,975	$ 1,879,307	$ 1,872,070	$ 1,053,558	$ 1,229,932	$ 975,453	$ 967,398	
Contributions - employee	701,147	649,171	621,537	597,405	634,840	873,999	916,577	737,903	679,303	
Net investment income	(1,834,706)	9,480,058	397,070	1,450,405	1,641,687	2,285,216	100,160	546,165	1,580,157	
Benefit payments, including refunds of employee contributions	(927,731)	(1,147,861)	(214,709)	-	1	-	-	-	-	
Hall/Parker Settlement	-	-	-	-	(1,139,163)	-	-	-	-	
Pension plan administrative expenses	(33,077)	(43,950)	(32,375)	(26,196)	(25,686)	(20,620)	(14,811)	(13,716)	-	
Other changes	-	(62,571)	-	-	248	220	(106,776)	(19,493)	(176,816)	
Net change in plan fiduciary net position	188,408	12,775,758	2,502,498	3,900,921	2,983,997	4,192,373	2,125,082	2,226,312	3,050,042	
Plan fiduciary net position - beginning	44,846,138	32,070,380	29,567,881	25,675,281	22,691,284	18,498,911	16,373,829	14,147,517	11,097,475	
Adjustment to beginning of year	-	-	1	(8,321)	-	-	-	-	-	
Plan fiduciary net position - ending (b)	$ 45,034,546	$ 44,846,138	$ 32,070,380	$ 29,567,881	$ 25,675,281	$ 22,691,284	$ 18,498,911	$ 16,373,829	$ 14,147,517	
City's net pension liability - ending (a) - (b)	$ 4,384,970	$ (650,588)	$ 8,941,968	$ 5,338,165	$ 7,024,317	$ 5,464,260	$ 7,544,546	$ 1,127,424	$ 1,272,939	
Plan fiduciary net position as a percentage of the total pension liability	91.13%	101.47%	78.20%	84.71%	78.52%	80.59%	71.03%	93.56%	91.75%	
Covered payroll	$ 9,729,843	$ 8,667,904	$ 8,367,788	$ 8,294,938	$ 7,992,032	$ 7,626,202	$ 7,591,560	7,594,358	7,894,345	
City's net pension liability as a percentage of covered payroll	45.07%	-7.51%	106.86%	64.35%	87.89%	71.65%	99.38%	14.85%	16.12%	

Schedule of City Pension Contributions

City of Buckeye, Arizona
Schedule of City Pension Contributions
June 30, 2023

	Reporting Fiscal Year									
ASRS	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Statutorily required contribution	$ 4,336,618	$ 3,673,218	$ 3,002,683	$ 2,759,010	$ 2,470,822	$ 2,297,182	$ 2,033,883	$ 2,021,313	$ 1,700,819	$ 1,595,526
City's contributions in relation to the statutorily required contribution	$ 4,336,618	3,673,218	3,002,683	2,759,010	2,470,822	$ 2,297,182	$ 2,033,883	2,021,313	1,700,819	1,595,526
City's contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City's covered payroll	$ 35,285,745	$ 30,584,663	$ 25,774,103	$ 24,096,148	$ 22,100,376	$ 21,075,064	$ 18,867,189	18,629,613	$ 15,618,173	$ 14,911,458
City's contributions as a percentage of covered payroll	12.29%	12.01%	11.65%	11.45%	11.18%	10.90%	10.78%	10.85%	10.89%	10.70%

	Reporting Fiscal Year									
PSPRS Police	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Statutorily required contribution	$ 3,576,430	$ 2,747,532	$ 2,266,254	$ 2,197,117	$ 2,230,303	$ 1,906,291	$ 1,508,263	$ 1,503,814	$ 1,153,032	$ 1,006,884
City's contributions in relation to the statutorily required contribution	4,076,430	2,747,532	2,666,254	2,197,117	2,230,303	1,906,291	1,508,263	1,503,814	1,153,032	1,006,884
City's contribution deficiency (excess)	$ (500,000)	$ -	$ (400,000)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City's covered payroll	$ 11,633,826	$ 9,723,152	$ 8,140,484	$ 8,285,780	$ 8,184,840	$ 7,505,077	$ 7,361,072	$ 7,307,451	$ 8,598,026	$ 8,306,224
City's contributions as a percentage of covered payroll	35.04%	28.26%	32.75%	26.52%	27.25%	25.40%	20.49%	20.58%	13.41%	12.12%

PSPRS Fire	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Statutorily required contribution	$ 2,288,286	$ 2,243,745	$ 1,771,368	$ 1,809,632	$ 1,725,369	$ 1,579,996	$ 1,021,773	$ 1,156,055	$ 922,926	$ 967,398
City's contributions in relation to the statutorily required contribution	$ 2,788,286	$ 3,081,745	$ 2,471,368	1,809,632	1,725,369	1,579,996	1,021,773	1,156,055	922,926	967,398
City's contribution deficiency (excess)	$ (500,000)	$ (838,000)	$ (700,000)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City's covered payroll	$ 11,900,995	$ 9,729,843	$ 8,667,904	$ 8,367,788	$ 8,294,938	$ 7,992,032	$ 7,626,202	$ 7,591,560	$ 7,594,358	$ 7,894,345
City's contributions as a percentage of covered payroll	23.43%	31.67%	28.51%	21.63%	20.80%	19.77%	13.40%	15.23%	12.15%	12.25%

Methods and Assumptions Used in Calculations of Actuarially Determined Contributions

Actuarial Assumptions for Valuations Performed – The information presented in the required supplementary schedules was determined as part of the actuarial valuations at the dates indicated, which is the most recent actuarial valuation. The actuarial assumptions used are disclosed in the notes to the financial statements.

Factors that Affect Trends – The actuarial assumptions used in the June 30, 2020, valuation for ASRS were based on the results of an actuarial experience study for the five-year period ending June 30, 2016. The purpose of the experience study was to review actual experience in relation to the actuarial assumptions in effect. The ASRS Board adopted the experience study recommended changes that were applied to the June 30, 2020, actuarial valuation.

The actuarial assumptions used in the June 30, 2022, valuation for PSPRS were based on the results of an actuarial experience study for the five-year period ended June 30, 2021. The purpose of the experience study was to review actual experience in relation to the actuarial assumptions in effect. The PSPRS Board adopted the experience study recommended changes which were applied to the June 30, 2022 actuarial valuation. The total liabilities as of June 30, 2020 reflect changes of actuarial assumptions based on the results of an actuarial experience study, including decreasing the discount rate from 7.3 percent to 7.2 percent, changing the wage inflation rate from 3.5 percent to a range of 2.75-15.0 percent, and increasing the cost-of-living adjustment rate from 1.75 percent to 1.85 percent.

Arizona courts have ruled that provisions of the 2011 law that changed the mechanism for funding permanent pension benefit increases and increased employee pension contribution rates were unconstitutional. As a result, the PSPRS changed benefit terms to reflect the prior mechanism for funding permanent benefit increases for those members and revised actuarial assumptions to explicitly value future permanent benefit increases. These changes increased the PSPRS-required contributions beginning in fiscal year 2019 for members who retired or will retire after the law's effective date.

Nonmajor Governmental Funds

Special Revenue Funds

City Court Fund – Established to accumulate funds specifically for the purpose of the city court as directed by the Arizona Supreme Court.

Area Agency on Aging Fund – Established to received federal funds to cover a percentage of salaries, benefits and other expenditures for the operation of the community center for the benefit of the elderly and disabled.

Arizona Lottery – Established to account for funds provided by the State Lottery to be used to cover transit expenses within the City.

Community Services Social Service Program – Administers social services programs for the city, including the Community Action Program (CAP), homelessness and utility assistance.

Grant Funds – Established for receiving state, federal or other grants received by the parks, Police and/or Fire Departments for purchasing a variety of services, goods, and equipment.

Nuclear Management Fund – Established to provide funding to enhance the safety of Palo Verde Nuclear Plant with planning, training, exercises, and purchasing of specialized response equipment that is directly related to the goal of maintaining and improving safety and response to emergencies at the nuclear power generation facility.

Stormwater Quality Fund – Established to provide the City with authority over any pollutant that enters, or might enter, the right of way, and the MS4 including any wastewater, solid waste, or other potential illegal dumping.

Public Safety Funds – Established to provide funds for Police and/or Fire Departments in purchasing a variety of services, goods, training, and equipment.

Jackrabbit Trail ID O&M Fund – Established for the operation and maintenance of the Jackrabbit Trail Improvement District infrastructure.

Roosevelt St ID O&M Fund – Established for the operation and maintenance of the Roosevelt Street Improvement District infrastructure.

Transient Lodging Fund – Established to accumulate funds that shall be used exclusively by the City for the promotion of tourism.

Economic Development Reinvestment Fund – This fund was established to accumulate revenue that is used to provide financial support for businesses in the historic area to reinvest in buildings and building improvements.

Street Light Improvement District Fund – Established to account for revenues and expenditures related to the maintenance and electric costs associated with the streetlights.

Capital Project Funds

Traffic Signal – Established to fund traffic signal construction, maintenance and developer contributions.

Future Road Improvements – Established to fund construction and maintenance of future road improvements.

Sundance Water Recharge – Established to build a recharge station in the Sundance Community.

Asset Replacement – Established to fund the replacement of machinery and equipment based on the estimated useful life.

Debt Service Funds

Roosevelt Street ID – Established for debt service payments for the Roosevelt Street Improvement District.

Jackrabbit Trail ID – Established for debt service payments for the Jackrabbit Trail Improvement District.

Community Facility District (CFD) Funds – Established for operation and maintenance for district infrastructure and debt service payments related to each CFD:

Anthem Sun Valley CFD	Elianto CFD	Festival Ranch CFD	Mirielle CFD	Sundance CFD
Tartesso West CFD	Trillium West CFD	Verrado District 1 CFD	Verrado Western Overlay CFD	Watson Road CFD
Westpark CFD				

City of Buckeye, Arizona
Combining Balance Sheet
Nonmajor Funds
June 30, 2023

	Special Revenue Funds					
	City Court	Area Agency on Aging	Arizona Lottery	CS Social Service Program	Grant Funds	Nuclear Emergency Management
ASSETS						
Cash and investments	$ 602,242	$ 91,694	$ 607,772	$ -	$ 43,716	$ 36,326
Cash with paying agent	-	-	-	-	-	-
Receivables, net						
Intergovernmental	7,023	-	-	-	317,291	-
Taxes	-	-	-	-	-	-
Accounts	-	57,129	-	12,288	-	-
Special Assessments	-	-	-	-	-	-
Prepaid items	-	-	-	-	12,972	-
Restricted Assets	-	-			-	-
Total assets	$ 609,265	$ 148,823	$ 607,772	$ 12,288	$ 373,979	$ 36,326
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES						
Liabilities:						
Accounts payable	$ -	$ 22,053	$ 959	$ 2,394	$ 59,253	$ 592
Accrued liabilities	-	18,684	-	3,284	12,672	134
Due to other funds	-	-	-	-	201,888	-
Deposits	-	-	-	-	-	-
Matured debt principal payable	-	-	-	-	-	-
Interest payable	-	-	-	-	-	-
Unearned revenues	-	-	606,812	-	-	-
Total liabilities	-	40,737	607,771	5,678	273,813	726
Deferred inflows of resources:						
Unavailable revenue	-	-	-	-	-	-
Total deferred inflows of resources	-	-	-	-	-	-
Fund balances:						
Nonspendable	-	-	-	-	12,972	-
Restricted - Special Purposes	609,265	108,086	1	6,610	87,194	35,600
Restricted - Capital Projects	-	-	-	-	-	-
Restricted - Debt Service	-	-	-	-	-	-
Unassigned	-	-	-	-	-	-
Total fund balances	609,265	108,086	1	6,610	100,166	35,600
Total liabilities, deferred inflows of resources and fund balances	$ 609,265	$ 148,823	$ 607,772	$ 12,288	$ 373,979	$ 36,326

Special Revenue Funds								
Stormwater Quality	Public Safety Funds	Jackrabbit Trail ID O&M	Roosevelt St ID O&M	Transient Lodging	Economic Development Reinvestment	Street Light Improvement Districts	Anthem Sun Valley CFD	Elianto CFD
$ 3,220	$ 339,461	$ 11,150	$ 21,763	$ 994,511	$ 100,000	$ 145,449	$ -	$ -
-	-	-	-	-	-	-	-	-
-	3,284	-	-	-	-	-	-	-
-	-	-	-	-	-	3,949	-	-
-	-	-	-	-	-	-	6,644	29,957
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
$ 3,220	$ 342,745	$ 11,150	$ 21,763	$ 994,511	$ 100,000	$ 149,398	$ 6,644	$ 29,957
$ 1,392	$ -	$ -	$ -	$ 7,500	$ 100,000	$ 2,036	$ 463	$ 463
1,610	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	6,364	29,677
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
3,002	-	-	-	7,500	100,000	2,036	6,827	30,140
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
218	342,745	11,150	21,763	987,011	-	147,362	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	(183)	(183)
218	342,745	11,150	21,763	987,011	-	147,362	(183)	(183)
$ 3,220	$ 342,745	$ 11,150	$ 21,763	$ 994,511	$ 100,000	$ 149,398	$ 6,644	$ 29,957

City of Buckeye, Arizona
Combining Balance Sheet
Nonmajor Funds
June 30, 2023

	Special Revenue Funds					
	Festival Ranch CFD	**Mirielle CFD**	**Sundance CFD**	**Tartesso West CFD**	**Trillium West CFD**	**Verrado District 1 CFD**
ASSETS						
Cash and investments	$ 686,456	$ -	$ 633,878	$ 228,507	$ -	$ 500,203
Cash with paying agent	-	-	-	-	-	-
Receivables, net						
Intergovernmental	2,933	-	1,795	413	7,064	5,195
Taxes	-	-	-	-	-	-
Accounts	-	6,955	-	-	-	-
Special Assessments	-	-	-	-	-	-
Prepaid expenses	-	-	203	-	-	-
Restricted Assets	-	-	-	-	-	-
Total assets	$ 689,389	$ 6,955	$ 635,876	$ 228,920	$ 7,064	$ 505,398
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES						
Liabilities:						
Accounts payable	$ 28,783	$ 463	$ 8,132	$ 463	$ 463	$ 463
Accrued liabilities	-	-	-	-	-	-
Due to other funds	-	6,675	-	-	6,784	-
Deposits	-	-	-	-	-	-
Matured debt principal payable	-	-	-	-	-	-
Interest payable	-	-	-	-	-	-
Unearned revenues	-	-	-	-	-	-
Total liabilities	28,783	7,138	8,132	463	7,247	463
Deferred inflows of resources:						
Unavailable revenue	-	-	-	-	-	-
Total deferred inflows of resources	-	-	-	-	-	-
Fund balances:						
Nonspendable	-	-	203	-	-	-
Restricted - Special Purposes	660,606	-	627,541	228,457	-	504,935
Restricted - Capital Projects	-	-	-	-	-	-
Restricted - Debt Service	-	-	-	-	-	-
Unassigned	-	(183)	-	-	(183)	-
Total fund balances	660,606	-	627,744	228,457	(183)	504,935
Total liabilities, deferred inflows of resources and fund balances	$ 689,389	$ 7,138	$ 635,876	$ 228,920	$ 7,064	$ 505,398

Special Revenue Fund			Capital Project Funds				
Verrado Western Overlay CFD	Watson Road CFD	Westpark #1 CFD	Traffic Signal	Future Road Improvements	Sundance Water Recharge	Asset Replacement Fund	Festival Ranch - CFD
$ 41,816	$ 749,004	$ 35,349	$ 5,645,480	$ 1,869,918	$ 684,377	$ 3,500,000	$ 7,749,230
-	-	-	-	-	-	-	-
719	1,434	269	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	13,797	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
$ 42,535	$ 750,438	$ 35,618	$ 5,645,480	$ 1,883,715	$ 684,377	$ 3,500,000	$ 7,749,230
$ 463	$ 27,385	$ 4,425	$ -	$ -	$ -	$ -	$ 7,749,230
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	10,699	84,047	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
463	27,385	4,425	10,699	84,047	-	-	7,749,230
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
42,072	723,053	31,193	-	-	-	-	-
-	-	-	5,634,781	1,799,668	684,377	3,500,000	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
42,072	723,053	31,193	5,634,781	1,799,668	684,377	3,500,000	-
$ 42,535	$ 750,438	$ 35,618	$ 5,645,480	$ 1,883,715	$ 684,377	$ 3,500,000	$ 7,749,230

City of Buckeye, Arizona
Combining Balance Sheet
Nonmajor Funds
June 30, 2023

	Debt Service Funds					
	Roosevelt Street ID	**Jackrabbit Trail ID**	**Festival Ranch CFD**	**Sundance CFD**	**Tartesso West CFD**	**Verrado District 1 CFD**
ASSETS						
Cash and investments	$ 217,527	$ 31,390	$ 672,332	$ 1,756,210	$ 1,143,050	$ 1,414,812
Cash with paying agent	76,244	5,781	3,006,654	786,024	-	3,596,283
Receivables, net						
Intergovernmental	-	-	25,513	17,097	5,499	59,720
Taxes	-	-	-	-	-	-
Accounts	-	-	-	-	-	-
Special Assessments	3,910,000	185,000	6,494,881	163,000	-	-
Prepaid expenses	-	-		-	-	-
Restricted Assets	-	-	567,679	-	-	-
Total assets	$ 4,203,771	$ 222,171	$ 10,767,059	$ 2,722,331	$ 1,148,549	$ 5,070,815
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES						
Liabilities:						
Accounts payable	$ -	$ -	$ 321	$ -	$ -	$ -
Accrued liabilities	-	-		-	-	-
Due to other funds	-	-		-	-	-
Deposits	-	-	-	-	-	-
Matured debt principal payable	-	-	1,930,911	1,503,000	620,000	4,030,000
Interest payable	76,244	5,781	1,009,211	431,460	361,634	793,669
Unearned revenues	-	-	-	-	-	-
Total liabilities	76,244	5,781	2,940,443	1,934,460	981,634	4,823,669
Deferred inflows of resources:						
Unavailable revenue	3,910,000	185,000	6,494,881	163,000	-	-
Total deferred inflows of resources	3,910,000	185,000	6,494,881	163,000	-	-
Fund balances:						
Nonspendable	-	-	-	-	-	-
Restricted - Special Purposes	-	-	-	-	-	-
Restricted - Capital Projects	-	-	-	-	-	-
Restricted - Debt Service	217,527	31,390	1,331,735	624,871	166,915	247,146
Unassigned	-	-	-	-	-	-
Total fund balances	217,527	31,390	1,331,735	624,871	166,915	247,146
Total liabilities, deferred inflows of resources and fund balances	$ 4,203,771	$ 222,171	$ 10,767,059	$ 2,722,331	$ 1,148,549	$ 5,070,815

Debt Service Funds		
Verrado Western Overlay CFD	**Westpark #1 CFD**	**Total**
$ -	$ 496,940	$ 31,053,783
818,073	282,049	8,571,108
11,260	4,110	470,619
-	-	3,949
-	-	126,770
-	493,000	11,245,881
-	-	13,175
-	-	567,679
$ 829,333	$ 1,276,099	$ 52,052,964
$ -	$ -	$ 8,017,696
-	-	36,384
-	-	251,388
-	-	94,746
390,000	397,000	8,870,911
82,939	112,645	2,873,583
-	-	606,812
472,939	509,645	20,751,520
-	493,000	11,245,881
-	493,000	11,245,881
-	-	13,175
-	-	5,174,862
-	-	11,618,826
356,394	273,454	3,249,432
-	-	(732)
356,394	273,454	20,055,563
$ 829,333	$ 1,276,099	$ 52,052,964

City of Buckeye, Arizona

Combining Statement of Revenue, Expenditures and Changes in Fund Balances

Nonmajor Funds

For the Year Ended June 30, 2023

	Special Revenue Funds					
	City Court	Area Agency on Aging	Arizona Lottery	CS Social Service Program	Grant Funds	Nuclear Management
REVENUES						
Taxes						
Transaction privilege taxes	$ -	$ -	$ -	$ -	$ -	$ -
Property taxes	-	-	-	-	-	-
Intergovernmental revenues	63,512	342,829	142,924	148,516	1,493,028	74,300
Charges for services	-	34,763	-	-	-	-
Developer agreements	-	-	-	-	-	-
Contributions and donations	-	-	-	-	-	-
Special assessments	-	-	-	-	-	
Investment earnings	-	-	-	-	-	-
Total revenues	63,512	377,592	142,924	148,516	1,493,028	74,300
EXPENDITURES						
Current:						
General government	-	-	-	-	-	-
Public safety	-	-	-	-	779,541	69,334
Highway and streets	-	-	-	-	-	-
Culture and recreation	-	960,139	10,109	208,542	652,351	-
Debt service:						
Principal retirement	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
Issuance costs	-	-	-	-	-	-
Capital outlay	-	-	-	31,514	55,721	-
Total expenditures	-	960,139	10,109	240,056	1,487,613	69,334
Excess (deficiency) of revenues over expenditures	63,512	(582,547)	132,815	(91,540)	5,415	4,966
OTHER FINANCING SOURCES (USES)						
Bonds Issued	-	-	-	-	-	-
Premiums issued	-	-	-	-	-	-
Transfers in	-	686,461	-	76,462	17,056	-
Transfers out	-	-	(132,815)	-	-	-
Total other financing sources and uses	-	686,461	(132,815)	76,462	17,056	-
Net change in fund balances	63,512	103,914	-	(15,078)	22,471	4,966
Fund balances - beginning	545,753	4,172	1	21,688	77,695	30,634
Fund balances - ending	$ 609,265	$ 108,086	$ 1	$ 6,610	$ 100,166	$ 35,600

Special Revenue Funds								
Stormwater Quality	Public Safety Funds	Jackrabbit Trail ID O&M	Roosevelt St ID O&M	Transient Lodging	Economic Development Reinvestment	Street Light Improvement Districts	Anthem Sun Valley CFD	Elianto CFD
$ -	$ -	$ -	$ -	$ 482,942	$ -	$ -	$ -	$ -
-	-	-	-	-	-	365,313	73	96
-	-	-	-	-	-	-	-	-
-	80,886	2,942	-	-	-	74,100	-	-
-	-	-	-	-	-	-	6,644	10,998
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	80,886	2,942	-	482,942	-	439,413	6,717	11,094
-	-	2,925	9,026	268,828	207,059	-	7,337	11,205
-	104,332	-	-	-	-	-	-	-
66,165	-	-	-	-	-	438,749	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	250	350	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
66,165	104,332	3,175	9,376	268,828	207,059	438,749	7,337	11,205
(66,165)	(23,446)	(233)	(9,376)	214,114	(207,059)	664	(620)	(111)
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
66,278	-	-	22,745	-	207,059	-	-	-
-	-	-	-	-	-	-	-	-
66,278	-	-	22,745	-	207,059	-	-	-
113	(23,446)	(233)	13,369	214,114	-	664	(620)	(111)
105	366,191	11,383	8,394	772,897	-	146,698	437	(72)
$ 218	$ 342,745	$ 11,150	$ 21,763	$ 987,011	$ -	$ 147,362	$ (183)	$ (183)

City of Buckeye, Arizona

Combining Statement of Revenue, Expenditures and Changes in Fund Balances

Nonmajor Funds

For the Year Ended June 30, 2023

	Special Revenue Funds					
	Festival Ranch CFD	**Mirielle CFD**	**Sundance CFD**	**Tartesso West CFD**	**Trillium West CFD**	**Verrado District 1 CFD**
REVENUES						
Taxes						
Transaction privilege taxes	$ -	$ -	$ -	$ -	$ -	$ -
Property taxes	418,950	167	208,393	103,993	65	490,612
Intergovernmental revenues	-	-	-	-	-	-
Charges for services	6,280	-	18,637	-	-	-
Developer agreements	-	6,955	-	-	7,064	-
Contributions and donations	-	-	-	-	-	-
Special assessments	-	-	-	-	-	-
Investment earnings	-	-	-	-	-	-
Total revenues	425,230	7,122	227,030	103,993	7,129	490,612
EXPENDITURES						
Current:						
General government	220,551	6,175	59,771	44,001	8,649	411,200
Public safety	-	-	-	-	-	-
Highway and streets	131,912	-	118,721	-	-	-
Culture and recreation	-	-	-	-	-	-
Debt service:						
Principal retirement	-	-	-	-	-	-
Interest and fiscal charges	19,600	-	7,500	250	-	6,000
Issuance costs	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-
Total expenditures	372,063	6,175	185,992	44,251	8,649	417,200
Excess (deficiency) of revenues over expenditures	53,167	947	41,038	59,742	(1,520)	73,412
OTHER FINANCING SOURCES (USES)						
Bonds Issued	-	-	-	-	-	-
Premiums issued	-	-	-	-	-	-
Transfers in	6,313	-	-	-	-	-
Transfers out	-	-	-	-	-	-
Total other financing sources (uses)	6,313	-	-	-	-	-
Net change in fund balances	59,480	947	41,038	59,742	(1,520)	73,412
Fund balances - beginning	601,126	(1,130)	586,706	168,715	1,337	431,523
Fund balances - ending	$ 660,606	$ (183)	$ 627,744	$ 228,457	$ (183)	$ 504,935

Special Revenue Funds			Capital Project Funds				
Verrado Western Overlay CFD	**Watson Road CFD**	**Westpark #1 CFD**	**Traffic Signal**	**Future Road Improvements**	**Sundance Water Recharge**	**Asset Replacement Fund**	**Festival Ranch CFD**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
37,164	145,962	27,318	-	-	-	-	-
-	-	-	-	-	-	-	-
-	102,420	10,072	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	373,476	27,595	-	-	-
-	-	-	-	-	-	-	-
-	-	-	113,288	37,930	13,882	-	-
37,164	248,382	37,390	486,764	65,525	13,882	-	-
24,347	88,179	16,254	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	43,971	-	22,996	-	-	4,805,424
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
2,500	500	3,350	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	1,951,885
26,847	88,679	63,575	-	22,996	-	-	6,757,309
10,317	159,703	(26,185)	486,764	42,529	13,882	-	(6,757,309)
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	3,500,000	6,595,174
-	-	-	-	-	-	-	-
-	-	-	-	-	-	3,500,000	6,595,174
10,317	159,703	(26,185)	486,764	42,529	13,882	3,500,000	(162,135)
31,755	563,350	57,378	5,148,017	1,757,139	670,495	-	162,135
$ 42,072	$ 723,053	$ 31,193	$ 5,634,781	$ 1,799,668	$ 684,377	$ 3,500,000	$ -

City of Buckeye, Arizona

Combining Statement of Revenue, Expenditures and Changes in Fund Balances

Nonmajor Funds

For the Year Ended June 30, 2023

	Debt Service Funds					
	Roosevelt Street ID	**Jackrabbit Trail ID**	**Festival Ranch CFD**	**Sundance CFD**	**Tartesso West CFD**	**Verrado District 1 CFD**
REVENUES						
Taxes						
Transaction privilege taxes	$ -	$ -	$ -	$ -	$ -	$ -
Property taxes	-	-	3,065,770	1,878,195	1,380,341	5,649,670
Intergovernmental revenues	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-
Developer agreements	-	-	206,825	-	-	-
Contributions and donations	-	-	-	-	-	-
Special assessments	374,137	47,056	1,014,074	280,024	-	-
Investment earnings	-	-	39,158	21,882	-	44,665
Total revenues	374,137	47,056	4,325,827	2,180,101	1,380,341	5,694,335
EXPENDITURES						
Current:						
General government	-	-	-	-	-	-
Public safety	-	-	-	-	-	-
Highway and streets	-	-	-	-	-	-
Culture and recreation	-	-	-	-	-	-
Debt service:						
Principal retirement	195,000	25,000	2,143,911	1,534,000	620,000	4,030,000
Interest and fiscal charges	155,413	12,344	2,030,249	863,995	753,674	1,587,290
Issuance costs	-	-	239,903	-	-	-
Capital outlay	-	-	-	-	-	-
Total expenditures	350,413	37,344	4,414,063	2,397,995	1,373,674	5,617,290
Excess (deficiency) of revenues over expenditures	23,724	9,712	(88,236)	(217,894)	6,667	77,045
OTHER FINANCING SOURCES (USES)						
Bonds Issued	-	-	6,075,000	-	-	-
Premiums issued	-	-	559,865	-	-	-
Transfers in	-	-	-	-	-	-
Transfers out	(22,745)	-	(6,601,487)	-	-	-
Total other financing sources (uses)	(22,745)	-	33,378	-	-	-
Net change in fund balances	979	9,712	(54,858)	(217,894)	6,667	77,045
Fund balances - beginning	216,548	21,678	1,386,593	842,765	160,248	170,101
Fund balances - ending	$ 217,527	$ 31,390	$ 1,331,735	$ 624,871	$ 166,915	$ 247,146

Debt Service Funds		
Verrado Western Overlay CFD	**Westpark #1 CFD**	**Total**
$ -	$ -	$ 482,942
580,406	520,152	14,872,640
-	-	2,265,109
-	-	330,100
-	-	238,486
-	-	401,071
-	128,889	1,844,180
16,366	6,653	293,824
596,772	655,694	20,728,352
-	-	1,385,507
-	-	953,206
-	-	5,627,938
-	-	1,831,141
390,000	408,000	9,345,911
165,877	225,614	5,834,756
-	-	239,903
-	-	2,039,121
555,877	633,614	27,257,483
40,895	22,080	(6,529,131)
-	-	6,075,000
-	-	559,865
-	-	11,177,548
-	-	(6,757,047)
-	-	11,055,366
40,895	22,080	4,526,235
315,499	251,374	15,529,328
$ 356,394	$ 273,454	$ 20,055,563

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City of Buckeye, Arizona

City Court - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - GAAP Basis

Governmental Funds

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amount	Variance Between Final Budget and
	Adopted	Final	Budgetary Basis	Actual Amounts
REVENUES				
Intergovernmental	$ 99,550	$ 99,550	$ 63,512	$ (36,038)
Total revenues	99,550	99,550	63,512	(36,038)
EXPENDITURES				
Current				
General government	525,000	525,000	-	525,000
Total expenditures	525,000	525,000	-	525,000
Excess (deficiency) of revenues over expenditures	(425,450)	(425,450)	63,512	488,962
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources and uses	-	-	-	-
Net change in fund balances	(425,450)	(425,450)	63,512	488,962
Fund balances - beginning	525,000	525,000	545,753	20,753
Fund balances - ending	$ 99,550	$ 99,550	$ 609,265	$ 509,715

City of Buckeye, Arizona

Area Agency on Aging - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - GAAP Basis

Governmental Funds

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amount	Variance Between Final Budget and
	Adopted	Final	Budgetary Basis	Actual Amounts
REVENUES				
Intergovernmental	$ 431,000	$ 431,000	$ 342,829	$ (88,171)
Charges for services	11,500	11,500	34,763	23,263
Total revenues	442,500	442,500	377,592	(64,908)
EXPENDITURES				
Current				
Culture and recreation				
Personnel Services	766,928	766,928	673,474	93,454
Operating Expenditures	325,100	325,100	286,665	38,435
Total expenditures	1,092,028	1,092,028	960,139	131,889
Excess (deficiency) of revenues over expenditures	(649,528)	(649,528)	(582,547)	66,981
OTHER FINANCING SOURCES (USES)				
Transfers in	649,528	649,528	686,461	36,933
Transfers out	-	-	-	-
Total other financing sources and uses	649,528	649,528	686,461	36,933
Net change in fund balances	-	-	103,914	103,914
Fund balances - beginning	-	-	4,172	4,172
Fund balances - ending	$ -	$ -	$ 108,086	$ 108,086

City of Buckeye, Arizona

Community Services Program - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - Non GAAP Basis

Governmental Funds

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amount	Variance Between Final Budget and
	Adopted	Final	Budgetary Basis	Actual Amounts
REVENUES				
Intergovernmental	$ 107,000	$ 107,000	$ 148,516	$ 41,516
Total revenues	107,000	107,000	148,516	41,516
EXPENDITURES				
Current				
Culture and recreation	228,545	228,545	208,542	20,003
Capital outlay	34,000	34,000	31,514	2,486
Total expenditures	262,545	262,545	240,056	22,489
Excess (deficiency) of revenues over expenditures	(155,545)	(155,545)	(91,540)	64,005
OTHER FINANCING SOURCES (USES)				
Transfers in	157,586	157,586	76,462	(81,124)
Transfers out	-	-	-	-
Total other financing sources and uses	157,586	157,586	76,462	(81,124)
Net change in fund balances	2,041	2,041	(15,078)	(17,119)
Fund balances - beginning	-	-	16,753	16,753
Fund balances - ending	$ 2,041	$ 2,041	$ 1,675	$ (366)

City of Buckeye, Arizona

Grants - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - GAAP Basis

Governmental Funds

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amount	Variance Between Final Budget and
	Adopted	Final	Budgetary Basis	Actual Amounts
REVENUES				
Intergovernmental				
Federal	$ 3,070,000	$ 3,070,000	$ 644,000	$ (2,426,000)
State	9,116,115	9,116,115	849,028	(8,267,087)
Total revenues	12,186,115	12,186,115	1,493,028	(10,693,087)
EXPENDITURES				
Current				
Public safety	10,411,115	10,355,393	779,540	9,575,853
Culture and recreation	2,020,900	2,020,900	652,351	1,368,549
Capital outlay	-	55,722	55,722	-
Total expenditures	12,432,015	12,432,015	1,487,613	10,944,402
Excess (deficiency) of revenues over expenditures	(245,900)	(245,900)	5,415	251,315
OTHER FINANCING SOURCES (USES)				
Transfers in	245,900	245,900	17,056	(228,844)
Transfers out	-	-	-	-
Total other financing sources and uses	245,900	245,900	17,056	(228,844)
Net change in fund balances	-	-	22,471	22,471
Fund balances - beginning	-	-	77,695	77,695
Fund balances - ending	$ -	$ -	$ 100,166	$ 100,166

City of Buckeye, Arizona

Economic Development Reinvestment - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - GAAP Basis

Governmental Funds

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amount	Variance Between Final Budget and
	Adopted	Final	Budgetary Basis	Actual Amounts
REVENUES				
Interest earnings	$ -	$ -	$ -	$ -
Total revenues	-	-	-	-
EXPENDITURES				
Current				
General government	500,000	500,000	207,059	292,941
Total expenditures	500,000	500,000	207,059	292,941
Excess (deficiency) of revenues over expenditures	(500,000)	(500,000)	(207,059)	292,941
OTHER FINANCING SOURCES (USES)				
Transfers in	500,000	500,000	207,059	(292,941)
Transfers out	-	-	-	-
Total other financing sources and uses	500,000	500,000	207,059	(292,941)
Net change in fund balances	-	-	-	-
Fund balances - beginning	-	-	-	-
Fund balances - ending	$ -	$ -	$ -	$ -

City of Buckeye, Arizona

Nuclear Emergency Management - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - GAAP Basis

Governmental Funds

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amount	Variance Between Final Budget and
	Adopted	Final	Budgetary Basis	Actual Amounts
REVENUES				
Intergovernmental	$ 72,000	$ 72,000	$ 74,300	$ 2,300
Total revenues	72,000	72,000	74,300	2,300
EXPENDITURES				
Current				
Public Safety - Fire				
Personnel Services	37,000	37,000	48,755	(11,755)
Operating Expenditures	65,000	65,000	20,579	44,421
Total expenditures	102,000	102,000	69,334	32,666
Excess (deficiency) of revenues over expenditures	(30,000)	(30,000)	4,966	34,966
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources and uses	-	-	-	-
Net change in fund balances	(30,000)	(30,000)	4,966	34,966
Fund balances - beginning	30,000	30,000	30,634	634
Fund balances - ending	$ -	$ -	$ 35,600	$ 35,600

City of Buckeye, Arizona

Public Safety Funds - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - GAAP Basis

Governmental Funds

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amount	Variance Between Final Budget and
	Adopted	Final	Budgetary Basis	Actual Amounts
REVENUES				
Charges for services	$ 313,500	$ 313,500	$ 80,886	$ (232,614)
Total revenues	313,500	313,500	80,886	(232,614)
EXPENDITURES				
Current				
Public safety	638,500	638,500	104,332	534,168
Total expenditures	638,500	638,500	104,332	534,168
Excess (deficiency) of revenues over expenditures	(325,000)	(325,000)	(23,446)	301,554
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources and uses	-	-	-	-
Net change in fund balances	(325,000)	(325,000)	(23,446)	301,554
Fund balances - beginning	325,000	325,000	366,191	41,191
Fund balances - ending	$ -	$ -	$ 342,745	$ 342,745

City of Buckeye, Arizona

Arizona Lottery - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - Non GAAP Basis

Governmental Funds

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amount	Variance Between Final Budget and
	Adopted	Final	Budgetary Basis	Actual Amounts
REVENUES				
Intergovernmental	$ 536,357	$ 536,357	$ 142,924	$ (393,433)
Total revenues	536,357	536,357	142,924	(393,433)
EXPENDITURES				
Current				
Culture and recreation	330,357	330,357	10,109	320,248
Total expenditures	330,357	330,357	10,109	320,248
Excess (deficiency) of revenues over expenditures	206,000	206,000	132,815	(73,185)
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(206,000)	(206,000)	(132,815)	73,185
Total other financing sources and uses	(206,000)	(206,000)	(132,815)	73,185
Net change in fund balances	-	-	-	-
Fund balances - beginning	-	-	1	1
Fund balances - ending	$ -	$ -	$ 1	$ 1

City of Buckeye, Arizona

Stormwater Quality Fund - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - GAAP Basis

Governmental Funds

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amount	Variance Between Final Budget and
	Adopted	Final	Budgetary Basis	Actual Amounts
REVENUES				
Charges for services	$ -	$ -	$ -	$ -
Total revenues	-	-	-	-
EXPENDITURES				
Current				
Highway and streets	129,738	129,738	66,165	63,573
Total expenditures	129,738	129,738	66,165	63,573
Excess (deficiency) of revenues over expenditures	(129,738)	(129,738)	(66,165)	63,573
OTHER FINANCING SOURCES (USES)				
Transfers in	129,738	129,738	66,278	(63,460)
Transfers out	-	-	-	-
Total other financing sources and uses	129,738	129,738	66,278	(63,460)
Net change in fund balances	-	-	113	113
Fund balances - beginning	-	-	105	105
Fund balances - ending	$ -	$ -	$ 218	$ 218

City of Buckeye, Arizona

Street Light Improvement District Operations Fund - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - GAAP Basis

Governmental Funds

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amount	Variance Between Final Budget and
	Adopted	Final	Budgetary Basis	Actual Amounts
REVENUES				
Property Taxes	$ 379,397	$ 379,397	$ 365,313	$ (14,084)
Charges for services	78,000	78,000	74,100	(3,900)
Total revenues	457,397	457,397	439,413	(17,984)
EXPENDITURES				
Current				
Highway and streets	529,918	529,918	438,749	91,169
Total expenditures	529,918	529,918	438,749	91,169
Excess (deficiency) of revenues over expenditures	(72,521)	(72,521)	664	73,185
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources and uses	-	-	-	-
Net change in fund balances	(72,521)	(72,521)	664	73,185
Fund balances - beginning	75,000	75,000	146,698	71,698
Fund balances - ending	$ 2,479	$ 2,479	$ 147,362	$ 144,883

City of Buckeye, Arizona

Transient Lodging Fund - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - GAAP Basis

Governmental Funds

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amount	Variance Between Final Budget and
	Adopted	Final	Budgetary Basis	Actual Amounts
REVENUES				
Sales taxes	$ 385,000	$ 385,000	$ 482,942	$ 97,942
Total revenues	385,000	385,000	482,942	97,942
EXPENDITURES				
Current				
General government	993,191	993,191	268,828	724,363
Total expenditures	993,191	993,191	268,828	724,363
Excess (deficiency) of revenues over expenditures	(608,191)	(608,191)	214,114	822,305
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources and uses	-	-	-	-
Net change in fund balances	(608,191)	(608,191)	214,114	822,305
Fund balances - beginning	750,000	750,000	772,897	22,897
Fund balances - ending	$ 141,809	$ 141,809	$ 987,011	$ 845,202

City of Buckeye, Arizona

Capital Improvement Funds - Capital Projects Fund - General

Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - GAAP Basis

Governmental Funds

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amount	Variance Between Final Budget and
	Adopted	Final	Budgetary Basis	Actual Amounts
REVENUES				
Intergovernmental revenues	$ 2,071,250	$ 2,071,250	$ 3,040,475	$ 969,225
Contributions and donations	-	-	900,000	900,000
Total revenues	2,071,250	2,071,250	3,940,475	1,869,225
EXPENDITURES				
Capital outlay	57,331,983	65,824,977	25,987,467	39,837,510
Contractual service	-	134,500	84,961	49,539
Contingency	21,370,500	12,743,006	-	12,743,006
Total expenditures	78,702,483	78,702,483	26,072,428	52,630,055
Excess (deficiency) of revenues over expenditures	(76,631,233)	(76,631,233)	(22,131,953)	54,499,280
OTHER FINANCING SOURCES (USES)				
Transfers in	76,631,233	76,631,233	26,375,971	(50,255,262)
Transfers out	-	-	-	-
Total other financing sources and uses	76,631,233	76,631,233	26,375,971	(50,255,262)
Net change in fund balances	-	-	4,244,018	4,244,018
Fund balances - beginning	-	-	3,843,041	3,843,041
Fund balances - ending	$ -	$ -	$ 8,087,059	$ 8,087,059

City of Buckeye, Arizona

Development Impact Fees Fund - Capital Projects Fund
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - GAAP Basis
Governmental Funds
For the Year Ended June 30, 2023

	Budgeted Amounts		Actual Amounts, Budgetary Basis	Variance between Final Budget and Actual Amounts
	Adopted	Final		
REVENUES				
Impact fees:				
Parks and recreation	$ 2,150,000	$ 2,150,000	$ 3,502,705	$ 1,352,705
Library	450,000	450,000	558,424	108,424
Streets	375,000	375,000	589,747	214,747
Public safety	2,600,000	2,600,000	4,622,596	2,022,596
Investment earnings	42,500	42,500	648,656	606,156
Total revenues	5,617,500	5,617,500	9,922,128	4,304,628
EXPENDITURES				
Current				
Public safety	250,000	250,769	1,539	249,230
Culture and recreation	-	2,307	2,307	-
Contingency	11,031,000	11,027,924	-	11,027,924
Total expenditures	11,281,000	11,281,000	3,846	11,277,154
Excess (deficiency) of revenues over expenditures	(5,663,500)	(5,663,500)	9,918,282	15,581,782
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(15,232,764)	(15,232,764)	(6,110,431)	9,122,333
Total other financing sources and uses	(15,232,764)	(15,232,764)	(6,110,431)	9,122,333
Net change in fund balances	(20,896,264)	(20,896,264)	3,807,851	24,704,115
Fund balances - beginning	28,708,000	28,708,000	26,723,307	(1,984,693)
Fund balances - ending	$ 7,811,736	$ 7,811,736	$ 30,531,158	$ 22,719,422

City of Buckeye, Arizona

Cemetery Improvement Fund - Capital Projects Fund

Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - Non GAAP Basis

Governmental Funds

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amount	Variance Between Final Budget and
	Adopted	Final	Budgetary Basis	Actual Amounts
REVENUES				
Charges for service	$ 249,000	$ 249,000	$ 202,615	$ (46,385)
Interest earnings	450	450	245	(205)
Other	3,000	3,000	6,700	3,700
Total revenues	252,450	252,450	209,560	(42,890)
EXPENDITURES				
Current				
General government	457,132	457,132	227,810	229,322
Capital outlay	353,400	353,400	294,344	59,056
Total expenditures	810,532	810,532	522,154	288,378
Excess (deficiency) of revenues over expenditures	(558,082)	(558,082)	(312,594)	245,488
OTHER FINANCING SOURCES (USES)				
Transfers in	359,889	359,889	133,899	(225,990)
Transfers out	-	-	-	-
Total other financing sources and uses	359,889	359,889	133,899	(225,990)
Net change in fund balances	(198,193)	(198,193)	(178,695)	19,498
Fund balances - beginning	200,000	200,000	178,696	(21,304)
Fund balances - ending	$ 1,807	$ 1,807	$ 1	$ (1,806)

City of Buckeye, Arizona

Future Street Improvements - Capital Projects Fund

Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - GAAP Basis

Governmental Funds

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amount	Variance Between Final Budget and
	Adopted	Final	Budgetary Basis	Actual Amounts
REVENUES				
Contributions and donations	$ 67,750	$ 67,750	$ 27,595	$ (40,155)
Interest earnings	10,000	10,000	37,930	27,930
Total revenues	77,750	77,750	65,525	(12,225)
EXPENDITURES				
Current				
Highway and streets	1,775,000	1,775,000	22,996	1,752,004
Total expenditures	1,775,000	1,775,000	22,996	1,752,004
Excess (deficiency) of revenues over expenditures	(1,697,250)	(1,697,250)	42,529	1,739,779
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources and uses	-	-	-	-
Net change in fund balances	(1,697,250)	(1,697,250)	42,529	1,739,779
Fund balances - beginning	1,775,000	1,775,000	1,757,139	(17,861)
Fund balances - ending	$ 77,750	$ 77,750	$ 1,799,668	$ 1,721,918

City of Buckeye, Arizona

Grants - Capital Projects Fund

Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - GAAP Basis

Governmental Funds

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amount	Variance Between Final Budget and
	Adopted	Final	Budgetary Basis	Actual Amounts
REVENUES				
Intergovernmental				
Federal	$ 500,000	$ 500,000	$ -	$ (500,000)
State	500,000	500,000	-	(500,000)
Total revenues	1,000,000	1,000,000	-	(1,000,000)
EXPENDITURES				
Current				
Highway and streets	1,000,000	1,000,000	-	1,000,000
Total expenditures	1,000,000	1,000,000	-	1,000,000
Excess (deficiency) of revenues over expenditures	-	-	-	-
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources and uses	-	-	-	-
Net change in fund balances	-	-	-	-
Fund balances - beginning	-	-	-	-
Fund balances - ending	$ -	$ -	$ -	$ -

City of Buckeye, Arizona

Sundance Water Recharge - Capital Projects Fund

Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - GAAP Basis

Governmental Funds

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amount	Variance Between Final Budget and
	Adopted	Final	Budgetary Basis	Actual Amounts
REVENUES				
Charges for services	$ 5,000	$ 5,000	$ -	$ (5,000)
Interest earnings	5,000	5,000	13,882	8,882
Total revenues	10,000	10,000	13,882	3,882
EXPENDITURES				
Current				
Highway and streets	660,000	660,000	-	660,000
Total expenditures	660,000	660,000	-	660,000
Excess (deficiency) of revenues over expenditures	(650,000)	(650,000)	13,882	663,882
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources and uses	-	-	-	-
Net change in fund balances	(650,000)	(650,000)	13,882	663,882
Fund balances - beginning	669,000	669,000	670,495	1,495
Fund balances - ending	$ 19,000	$ 19,000	$ 684,377	$ 665,377

City of Buckeye, Arizona

Traffic Signal Fund - Capital Projects Fund

Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - GAAP Basis

Governmental Funds

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amount	Variance Between Final Budget and
	Adopted	Final	Budgetary Basis	Actual Amounts
REVENUES				
Contributions and donations	$ 263,000	$ 263,000	$ 373,476	$ 110,476
Interest earnings	10,000	10,000	113,288	103,288
Total revenues	273,000	273,000	486,764	213,764
EXPENDITURES				
Contingency	3,000,000	3,000,000	-	3,000,000
Total expenditures	3,000,000	3,000,000	-	3,000,000
Excess (deficiency) of revenues over expenditures	(2,727,000)	(2,727,000)	486,764	3,213,764
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources and uses	-	-	-	-
Net change in fund balances	(2,727,000)	(2,727,000)	486,764	3,213,764
Fund balances - beginning	3,900,000	3,900,000	5,148,017	1,248,017
Fund balances - ending	$ 1,173,000	$ 1,173,000	$ 5,634,781	$ 4,461,781

City of Buckeye, Arizona

Jackrabbit Trail ID Fund - Debt Service Fund

Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - GAAP Basis

Governmental Funds

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amount	Variance Between Final Budget and
	Adopted	Final	Budgetary Basis	Actual Amounts
REVENUES				
Special assessments	$ 41,687	$ 41,687	$ 47,056	$ 5,369
Total revenues	41,687	41,687	47,056	5,369
EXPENDITURES				
Debt Service				
Principal and interest	25,000	25,000	25,000	-
Interest and fiscal charges	12,344	12,344	12,344	-
Total expenditures	37,344	37,344	37,344	-
Excess (deficiency) of revenues over expenditures	4,343	4,343	9,712	5,369
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources and uses	-	-	-	-
Net change in fund balances	4,343	4,343	9,712	5,369
Fund balances - beginning	-	-	21,678	21,678
Fund balances - ending	$ 4,343	$ 4,343	$ 31,390	$ 27,047

City of Buckeye, Arizona

Roosevelt Street ID Fund - Debt Service Fund

Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - Non GAAP Basis

Governmental Funds

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amount Budgetary Basis	Variance Between Final Budget and Actual Amounts
	Adopted	Final		
REVENUES				
Special assessments	$ 398,247	$ 398,247	$ 374,137	$ (24,110)
Total revenues	398,247	398,247	374,137	(24,110)
EXPENDITURES				
Debt Service:				
Principal	220,000	220,000	195,000	25,000
Interest and fiscal charges	176,253	176,253	155,413	20,840
Total expenditures	396,253	396,253	350,413	45,840
Excess (deficiency) of revenues over expenditures	1,994	1,994	23,724	21,730
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	(22,745)	(22,745)
Total other financing sources and uses	-	-	(22,745)	(22,745)
Net change in fund balances	1,994	1,994	979	(1,015)
Fund balances - beginning	-	-	216,548	216,548
Fund balances - ending	$ 1,994	$ 1,994	$ 217,527	$ 215,533

Nonmajor Enterprise Funds

Environmental Services Fund – Established to account for activities of the City's solid waste collections.

Airport Fund – Established to account for activities of the City's Airport and Airport Improvement Fund.

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City of Buckeye, Arizona

Combining Statement of Net Position

Proprietary Funds

June 30, 2023

ASSETS	Environmental Services	Airport	Nonmajor Enterprise Fund
Current assets:			
Cash and investments	$ 1,299,077	$ 76,225	$ 1,375,302
Accounts receivable, net	1,112,868	8,534	1,121,402
Inventory	-	12,560	12,560
Prepaid expenses	3,200	-	3,200
Total current assets	2,415,145	97,319	2,512,464
Noncurrent assets:			
Capital assets:			
Land	-	4,672,490	4,672,490
Buildings and improvements	75,567	2,893,611	2,969,178
Land improvements	31,880	12,231,979	12,263,859
Machinery and equipment	294,356	392,013	686,369
Less accumulated depreciation & amortization	(271,589)	(13,507,367)	(13,778,956)
Construction in progress	-	2,441,830	2,441,830
Capital assets, net	130,214	9,124,556	9,254,770
Total assets	2,545,359	9,221,875	11,767,234
DEFERRED OUTFLOWS OF RESOURCES			
Pension related deferred outflows - ASRS	174,649	50,766	225,415
Total deferred outflows of resources	174,649	50,766	225,415
LIABILITIES			
Current liabilities:			
Accounts payable	824,262	129,202	953,464
Accrued wages and benefits	18,429	7,571	26,000
Retainage payable	-	11,681	11,681
Customer deposits payable	213,763	8,328	222,091
Compensated absences	19,187	13,177	32,364
Total current liabilities	1,075,641	169,959	1,245,600
Noncurrent liabilities:			
Compensated absences	6,209	4,265	10,474
Net pension liability - ASRS	731,038	212,492	943,530
Total noncurrent liabilities	737,247	216,757	954,004
Total liabilities	1,812,888	386,716	2,199,604
DEFERRED INFLOWS OF RESOURCES			
Pension related deferred inflows - ASRS	19,256	5,597	24,853
Total deferred inflows of resources	19,256	5,597	24,853
NET POSITION			
Net investment in capital assets	130,214	9,112,875	9,243,089
Unrestricted	757,650	(232,547)	525,103
Total net position	$ 887,864	$ 8,880,328	$ 9,768,192

City of Buckeye, Arizona

Combining Statement of Revenue, Expenses and Changes in Fund Net Position

Proprietary Funds

For the Fiscal Year Ended June 30, 2023

	Environmental Services	Airport	Nonmajor Enterprise Fund
OPERATING REVENUES			
Charges for services	$ 10,069,476	$ 185,649	$ 10,255,125
Other fees and charges	185,045	-	185,045
Other operating revenues	62,770	153,244	216,014
Total operating revenues	10,317,291	338,893	10,656,184
OPERATING EXPENSES			
Salaries, wages and employee benefits	960,270	320,053	1,280,323
Contractual services, materials and expenses	8,997,404	330,279	9,327,683
Other operating expenses	380,097	312,651	692,748
Depreciation and amortization	35,685	299,464	335,149
Total operating expenses	10,373,456	1,262,447	11,635,903
Operating income (loss)	(56,165)	(923,554)	(979,719)
NON-OPERATING REVENUES (EXPENSES)			
Investment earnings	32,433	-	32,433
Intergovernmental	-	24,087	24,087
Total non-operating revenues (expense)	32,433	24,087	56,520
Income (loss) before transfers	(23,732)	(899,467)	(923,199)
Transfers in	-	989,835	989,835
Transfers out	(66,278)	-	(66,278)
Total capital contributions and net transfers	(66,278)	989,835	923,557
Change in net position	(90,010)	90,368	358
Total net position - beginning	977,874	8,789,960	9,767,834
Total net position - ending	$ 887,864	$ 8,880,328	$ 9,768,192

City of Buckeye, Arizona

Combining Statement of Cash Flows

Non MajorProprietary Funds

For the Fiscal Year Ended June 30, 2023

	Environmental Services	Airport	Nonmajor Enterprise Fund
Cash flows from operating activities			
Receipts from customers	$ 10,019,499	$ 343,832	$ 10,363,331
Payments to suppliers	(9,276,067)	(555,842)	(9,831,909)
Payments to employees	(1,010,686)	(270,943)	(1,281,629)
Customer deposits received	(15,770)	(5,357)	(21,127)
Net cash provided (used) by operating activities	(283,024)	(488,310)	(771,334)
Cash flows from capital and related financing activities			
Intergovernmental	-	24,087	24,087
Purchases of capital assets	-	(539,846)	(539,846)
Net cash provided (used) by capital and related financing activities	-	(515,759)	(515,759)
Cash flows from noncapital financing activities			
Transfers from (to) other funds	(66,278)	989,835	923,557
Net cash from (used in) noncapital financing activities	(66,278)	989,835	923,557
Cash flows from investing activities			
Investment earnings	32,433	-	32,433
Net cash from (used in) investing activities	32,433	-	32,433
Net increase (decrease) in cash and investment	(316,869)	(14,234)	(331,103)
Cash balance, July 1, 2022	1,615,946	90,459	1,706,405
Cash balance, June 30, 2023	$ 1,299,077	$ 76,225	$ 1,375,302
Cash and investments	$ 1,299,077	$ 76,225	$ 1,375,302
Cash balance, June 30, 2023	$ 1,299,077	$ 76,225	$ 1,375,302
Reconciliation of operating income (loss) to net cash from (used in) operating activities:			
Operating income (loss)	$ (56,165)	$ (923,554)	$ (979,719)
Adjustments to reconcile operating income (loss) to net cash from (used in) operating activities:			
Depreciation expense	35,685	299,464	335,149
Add: Pension Expense	72,673	68,847	141,520
Add: Employer Pension Contribution	(78,730)	(22,885)	(101,615)
Changes in assets and liabilities:			
(Increase) decrease in accounts receivable	(297,792)	4,939	(292,853)
Increase in inventory	-	29,857	29,857
(Increase) decrease in prepaid expenses	(3,200)	35,369	32,169
Decrease in pension related deferred outflow	-	-	-
Decrease in accounts payable	104,634	10,181	114,815
Increase in accrued wages and benefits	(43,182)	(8,360)	(51,542)
Increase in retainage payable	-	11,681	11,681
Increase (decrease) in compensated absences	(1,177)	11,508	10,331
Increase (decrease) in customer deposits	(15,770)	(5,357)	(21,127)
Total adjustments	(226,859)	435,244	208,385
Net cash from (used in) operating activities	$ (283,024)	$ (488,310)	$ (771,334)

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Statistical Section (Unaudited)*

This part of the City of Buckeye's Annual Comprehensive Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

Contents:

Financial Trends

These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Revenue Capacity

These schedules contain information to help the reader assess the City's most significant local revenue sources, sales and use tax.

Debt Capacity

These schedules contain information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

Operating Information

This schedule contains service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides, and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the Annual Comprehensive Financial Reports for the relevant years.

City of Buckeye, Arizona

Net Position by Component

Last Ten Fiscal Years

(accrual basis of accounting)

	Fiscal Year				
	2014	**2015**	**2016**	**2017**	**2018**
Governmental activities					
Net investment in capital assets	$ 213,136,104	$ 234,177,221	$ 251,728,460	$ 243,071,412	$ 238,001,069
Restricted	45,750,149	35,052,322	29,182,124	28,864,312	40,971,400
Unrestricted	69,587,548	43,674,413	35,551,332	29,378,777	41,456,165
Total governmental activities and position	$ 328,473,801	$ 312,903,956	$ 316,461,916	$ 301,314,501	$ 320,428,634
Business-type activities					
Net investment in capital assets	$ 254,014,252	$ 269,321,232	$ 210,619,449	$ 204,025,522	$ 200,856,616
Restricted	9,958,939	9,176,829	5,561,027	5,654,724	7,219,410
Unrestricted	21,257,530	2,036,630	61,730,404	68,490,381	73,758,761
Total business-type activities net position	$ 285,230,721	$ 280,534,691	$ 277,910,880	$ 278,170,627	$ 281,834,787
Primary government					
Net investment in capital assets	$ 467,150,356	$ 503,498,453	$ 462,347,909	$ 447,096,934	$ 438,857,685
Restricted	55,709,088	44,229,151	34,743,151	34,519,036	48,190,810
Unrestricted	90,845,078	45,711,043	97,281,736	97,869,158	115,214,926
Total primary government net position	$ 613,704,522	$ 593,438,647	$ 594,372,796	$ 579,485,128	$ 602,263,421

Source: Governmental Statements June 30, 2023 (Statement of Net Position)

Table 1

Fiscal Year				
2019	2020	2021	2022	2023
$ 268,720,179	$ 272,794,226	$ 275,887,295	$ 281,390,225	$ 278,814,706
78,293,995	77,707,979	75,916,893	81,918,990	90,535,295
10,265,529	26,674,295	68,460,101	85,064,487	100,861,611
$ 357,279,703	$ 377,176,500	$ 420,264,289	$ 448,373,702	$ 470,211,612
$ 227,843,477	$ 226,109,234	$ 245,255,331	$ 253,198,485	$ 264,344,162
8,546,817	10,659,334	7,632,010	15,855,614	22,602,387
59,486,100	69,927,541	67,083,680	71,857,347	63,500,678
$ 295,876,394	$ 306,696,109	$ 319,971,021	$ 340,911,446	$ 350,447,227
$ 496,563,656	$ 498,903,460	$ 521,142,626	$ 534,588,710	$ 543,158,868
86,840,812	88,367,313	83,548,903	97,774,604	113,137,682
69,751,629	96,601,836	135,543,781	156,921,834	164,362,289
$ 653,156,097	$ 683,872,609	$ 740,235,310	$ 789,285,148	$ 820,658,839

City of Buckeye, Arizona

Changes in Net Position
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year				
	2014	**2015**	**2016**	**2017**	**2018**
Expenses					
Governmental activities:					
General government	$ 44,353,079	$ 24,540,769	$ 23,018,974	$ 47,921,959	$ 25,205,605
Public safety	32,145,964	34,614,731	37,876,123	37,495,527	41,353,943
Highway and streets	3,376,108	3,350,140	5,959,148	5,674,807	6,711,154
Culture and recreation	3,556,699	4,314,988	5,606,997	5,533,913	5,906,774
Development services	4,589,090	4,764,126	5,411,667	6,369,720	7,069,508
Engineering	-	-	-	-	-
Public Works	-	-	-	-	-
Economic development	857,980	741,431	608,776	313,087	452,640
Health and welfare	515,372	534,357	576,954	599,601	608,337
Miscellaneous	221,643	161,431	88,254	122,347	-
Interest on long-term debt	8,750,687	8,872,085	9,717,320	7,909,219	7,109,379
Total government activities expenses	98,366,622	81,894,058	88,864,213	111,940,180	94,417,340
Business-type activities:					
Water	9,026,581	10,092,263	24,187,652	25,779,262	27,251,896
Wastewater	9,297,155	10,083,075	11,578,374	11,136,875	11,628,372
Nonnmajor enterprise fund	4,380,939	4,827,522	5,527,789	6,233,252	6,403,094
Total business-type activities expenses	22,704,675	25,002,860	41,293,815	43,149,389	45,283,362
Total primary government expenses	$ 121,071,297	$ 106,896,918	$ 130,158,028	$ 155,089,569	$ 139,700,702
Program Revenues					
Government activities:					
Charges for services, fees and fines					
General Government	$ 13,305,630	$ 10,738,468	$ 13,086,878	$ 18,469,389	$ 23,653,796
Public safety	1,019,596	1,024,038	1,370,033	1,867,288	2,357,914
Highway and streets	237,019	97,149	164,023	243,271	301,510
Culture and recreation	622,986	535,418	1,172,372	1,418,757	1,663,522
Public works	-	-	-	-	-
Development services	-	-	-	-	-
Engineering	-	-	-	-	-
Interest on long-term debt	-	-	-	-	-
Operating Grants and Contributions	6,314,969	3,502,821	4,999,416	4,552,239	5,959,925
Capital Grants and Contributions	4,582,925	16,400,069	10,694,321	8,407,364	10,085,160
Total governmental activities program revenues	26,083,125	32,297,963	31,487,043	34,958,308	44,021,827
Business-type activities:					
Charges for services:					
Water	11,947,765	12,065,850	24,360,326	26,310,361	28,363,063
Wastewater	6,406,199	6,939,464	9,385,070	10,142,610	12,330,507
Environmental Services	4,171,269	4,467,357	4,998,346	5,397,696	6,142,786
Nonmajor Enterprise Fund	-	-	-	-	-
Airport	335,174	317,928	293,262	326,880	272,456
Operating Grants and Contributions	-	-	-	-	-
Capital Grants and Contributions	43,187	1,892,119	1,442,342	1,904,260	2,114,022
Total business-type activities program revenues	22,903,594	25,682,718	40,479,346	44,081,807	49,222,834
Total primary government program revenues	$ 48,986,719	$ 57,980,681	$ 71,966,389	$ 79,040,115	$ 93,244,661
Net (expense)/revenue					
Governmental activities	$ (72,283,497)	$ (49,596,095)	$ (57,377,170)	$ (76,981,872)	$ (50,395,513)
Business-type activities	198,919	679,858	(814,469)	932,418	3,939,472
Total primary government net expense	$ (72,084,578)	$ (48,916,237)	$ (58,191,639)	$ (76,049,454)	$ (46,456,041)
Governmental activities:					
Taxes:					
Sales taxes	$ 17,057,331	$ 19,825,186	$ 22,031,849	$ 26,203,438	$ 29,744,284
Property taxes	8,891,436	11,324,388	12,847,463	13,745,711	15,366,919
Franchise taxes	2,558,045	2,716,880	2,962,205	3,052,055	3,256,544
Intergovernmental	11,912,520	12,751,618	13,141,892	15,866,089	16,939,687
Interest and investment income	365,368	371,027	495,713	763,289	138,171
Miscellaneous	7,080,275	5,151,495	7,643,072	1,527,122	3,405,127
Transfers	663,324	1,299,100	1,812,935	676,750	658,918
Total governmental activities	48,528,299	53,439,694	60,935,129	61,834,454	69,509,650
Business-type activities:					
Interest and investment income	4,199	5,854	3,593	4,079	383,606
Miscellaneous	23,534	761	-	-	-
Transfers	(663,324)	(1,299,100)	(1,812,935)	(676,750)	(658,918)
Legal settlement - special item	-	-	-	-	-
Total business-type activities	(635,591)	(1,292,485)	(1,809,342)	(672,671)	(275,312)
Total primary government	$ 47,892,708	$ 52,147,209	$ 59,125,787	$ 61,161,783	$ 69,234,338
Change in Net Position					
Governmental activities	$ (23,755,198)	$ 3,843,599	$ 3,557,959	$ (15,147,418)	$ 19,114,137
Business-type activities	(436,672)	(612,627)	(2,623,811)	259,747	3,664,160
Total primary government	$ (24,191,870)	$ 3,230,972	$ 934,148	$ (14,887,671)	$ 22,778,297

Source: Governmental Statements June 30, 2023 (Statement of Activity)

Table 2

Fiscal Year				
2019	2020	2021	2022	2023
$ 22,746,029	$ 30,210,142	$ 19,592,932	$ 26,945,515	$ 26,086,209
36,998,761	39,976,294	43,010,207	42,166,263	52,710,533
20,066,172	20,998,421	30,582,714	45,931,269	29,989,907
6,708,402	7,094,958	6,761,969	8,900,828	11,834,607
3,666,988	4,669,973	5,717,005	6,735,343	7,734,391
2,487,396	2,892,421	3,573,855	4,922,661	7,129,897
5,697,887	6,048,110	6,386,632	7,104,002	7,231,771
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
8,580,823	7,877,202	6,432,097	7,300,110	6,892,040
106,952,458	119,767,521	122,057,411	150,005,991	149,609,355
27,803,235	29,534,554	30,980,713	29,393,943	39,447,860
15,888,986	15,956,647	18,047,390	17,552,022	19,853,697
7,494,469	8,301,582	9,049,758	10,356,342	11,635,903
51,186,690	53,792,783	58,077,861	57,302,307	70,937,460
$ 158,139,148	$ 173,560,304	$ 180,135,272	$207,308,298	$ 220,546,815
$ 9,699,592	$ 4,547,693	$ 3,320,227	$ 3,603,454	$ 3,534,471
2,847,870	273,393	346,816	910,428	971,928
333,620	85,163	28,841	11,964	584
1,084,074	657,366	552,895	1,548,049	1,853,699
-	135,195	12,970	123,675	97,340
11,487,712	11,176,342	17,002,239	15,550,137	14,031,978
1,624,398	2,794,086	4,250,560	3,887,534	3,507,994
-	-	1,498,479	1,975,392	444,721
5,873,642	6,595,715	15,935,775	18,342,070	9,928,294
966,552	23,220,317	18,208,415	19,617,788	15,081,896
33,917,460	49,485,270	61,157,217	65,570,491	49,452,905
31,281,764	30,132,238	33,809,784	35,768,388	35,485,175
14,859,313	11,469,354	13,407,055	14,673,834	15,435,206
-	-	-	-	-
7,322,976	8,038,509	8,840,026	9,994,939	10,656,184
-	-	-	-	-
-	3,288,369	70,014	39,711	24,087
-	10,461,573	12,762,452	12,540,950	11,737,538
53,464,053	63,390,043	68,889,331	73,017,822	73,338,190
$ 87,381,513	$ 112,875,313	$ 130,046,548	$138,588,313	$ 122,791,095
$ (73,034,998)	$ (70,282,251)	$ (60,900,194)	$ (84,435,500)	$ (100,156,450)
2,277,363	9,597,260	10,811,470	15,715,515	2,400,730
$ (70,757,635)	$ (60,684,991)	$ (50,088,724)	$ (68,719,985)	$ (97,755,720)
$ 33,750,698	$ 41,285,076	$ 54,002,450	$ 63,016,933	$ 73,845,090
17,828,195	19,541,703	21,105,291	24,546,940	26,995,660
3,412,932	3,833,190	3,855,829	4,311,563	4,540,244
18,196,197	20,501,125	24,602,471	28,404,532	39,221,090
2,729,219	3,170,319	4,824	(5,305,774)	3,964,485
2,060,514	1,848,018	2,210,673	2,485,386	580,868
80,804	(383)	(1,793,555)	(4,914,667)	(5,375,839)
78,058,559	90,179,048	103,987,983	112,544,913	143,771,598
1,223,051	1,222,456	669,887	310,243	1,759,212
-	-	-	-	-
(81,300)	-	1,793,555	4,914,667	5,375,839
-	-	-	-	-
1,141,751	1,222,456	2,463,442	5,224,910	7,135,051
$ 79,200,310	$ 91,401,504	$ 106,451,425	$117,769,823	$ 150,906,649
$ 5,023,561	$ 19,896,797	$ 43,087,789	$ 28,109,413	$ 43,615,148
3,419,114	10,819,716	13,274,912	20,940,425	9,535,781
$ 8,442,675	$ 30,716,513	$ 56,362,701	$ 49,049,838	$ 53,150,929

City of Buckeye, Arizona

Fund Balances of Governmental Funds

Last Ten Fiscal Years

(modified accrual basis of accounting)

	Fiscal Year				
General fund	**2014**	**2015**	**2016**	**2017**	**2018**
Nonspendable	$ 29,742	$ 37,723	$ 18,180	$ 46,195	$ 61,081
Committed	-	-	-	-	-
Unassigned	18,808,436	19,577,555	13,953,687	19,680,055	27,406,296
Total general fund	$ 18,838,178	$ 19,615,278	$ 13,971,867	$ 19,726,250	$ 27,467,377
All other governmental funds					
Nonspendable	$ -	$ -	$ -	$ -	$ -
Restricted, reported in:					
Special purpose funds	11,696,349	6,835,056	3,578,762	1,999,021	1,076,965
Capital projects funds	11,593,038	8,834,902	8,034,945	5,991,283	31,668,524
Debt Service funds	-	-	-	-	7,475,370
Nonmajor funds	24,025,682	20,289,294	18,569,286	21,556,852	1,364,897
Committed	2,466	1,555	397	1,654	626
Unassigned	(484,767)	(554,517)	(445,163)	(442,118)	(764,475)
Total all other governmental funds	$ 46,832,768	$ 35,406,290	$ 29,738,227	$ 29,106,692	$ 40,821,907

Source: Governmental Statements June 30, 2023 (BS-Gov Funds)

Table 3

Fiscal Year				
2019	2020	2021	2022	2023
$ 132,755	$ 170,128	$ 534,500	$ 498,512	$ 830,122
-	-	-	19,069,739	27,138,724
36,184,989	53,826,796	97,128,209	90,316,750	98,103,388
$ 36,317,744	$ 53,996,924	$ 97,662,709	$ 109,885,001	$ 126,072,234
$ 87,928	$ 74,703	$ 115,150	$ 199,999	$ 270,541
4,458,708	2,501,465	3,471,565	4,416,579	5,174,862
33,219,099	34,393,296	34,579,359	41,691,982	53,118,563
4,631,460	4,522,426	6,260,176	4,905,962	8,459,095
2,172,765	1,566,585	1,859,954	3,364,807	-
121,965	-	-	-	-
(157,041)	(967)	(399)	(1,202)	(732)
$ 44,534,884	$ 43,057,508	$ 46,285,805	$ 54,578,127	$ 67,022,329

City of Buckeye, Arizona

Changes in Fund Balances of Governmental Funds

Last Ten Fiscal Years

(modified accrual basis of accounting)

	Fiscal Year				
	2014	2015	2016	2017	2018
Revenues					
Sales Taxes	$ 17,057,331	$ 19,825,186	$ 22,031,849	$ 26,203,438	$ 29,744,284
Property taxes	8,891,436	11,324,388	12,847,463	13,745,711	15,366,919
Franchise taxes	2,558,045	2,716,880	2,962,205	3,052,055	3,256,544
Improvement proceeds	574,015	645,575	666,122	709,572	771,702
Intergovernmental	18,227,489	16,254,439	18,141,308	20,418,328	22,899,612
Fines and forfeitures	400,029	569,682	570,961	817,919	804,005
License and permits	5,510,089	5,848,179	6,570,785	9,642,437	10,737,513
Charges for services	2,768,993	2,622,092	2,205,809	3,151,121	3,300,329
Developer agreements	339,287	528,834	849,298	1,951,937	1,419,162
Contributions and donations	2,155,851	1,504,029	1,504,959	1,726,233	148,278
Development fees	1,879,601	1,656,605	2,706,428	3,516,320	4,322,946
Special assessments	7,892,369	6,969,764	7,097,542	7,092,107	6,940,997
Investment earnings	365,368	371,027	495,713	763,289	138,171
Other	6,506,292	4,500,328	6,928,396	791,252	2,571,894
Total revenues	75,126,195	75,337,008	85,578,838	93,581,719	102,422,356
Expenditures					
General government	35,581,686	17,113,784	17,861,923	29,355,971	17,467,591
Public safety	26,434,822	26,515,787	29,411,970	29,871,181	32,081,939
Highways and streets	2,776,299	2,566,295	4,627,461	4,520,891	5,206,440
Culture and recreation	2,924,806	3,305,393	4,354,005	4,408,646	4,582,411
Public Works	-	-	-	-	-
Development services	2,374,153	3,649,445	4,202,325	4,791,148	5,484,447
Engineering	-	-	-	-	-
Economic development	857,980	741,431	608,776	313,087	452,640
Health and welfare	515,372	534,357	576,954	599,601	608,337
Acquisition and construction	1,702,010	-	-	355,675	-
Miscellaneous	221,643	161,431	88,254	122,347	-
Debt Service:					
Principal	7,904,926	10,664,071	9,639,053	10,063,943	9,586,790
Interest and fiscal charges	8,406,782	8,743,926	9,925,307	7,733,298	7,359,851
Bond issuance costs	-	-	-	-	53,000
Capital outlay	6,466,406	13,024,240	17,675,316	8,346,308	5,619,461
Total expenditures	96,166,885	87,020,160	98,971,344	100,482,096	88,502,907
Excess of revenues over (under) expenditures	(21,040,690)	(11,683,152)	(13,392,506)	(6,900,377)	13,919,449
Other financing sources (uses)					
Transfers in	30,116,088	8,084,437	12,161,270	20,994,080	8,865,623
Transfers out	(29,509,785)	(7,050,663)	(10,983,927)	(21,142,574)	(8,823,762)
Issuance costs	-	-	-	(1,070,570)	-
Discount on bonds issues	-	-	-	-	-
Payments to advanced refunding escrow agent	-	(7,151,422)	(13,080,000)	(22,860,000)	-
Proceeds from bonds issued	46,331,000	6,565,000	13,108,000	34,702,999	5,495,000
Premiums Issued	-	-	-	-	-
Early extinguishment of debt/Defeasance	(20,400,000)	-	-	-	-
Premium on refunding bonds issues	828,741	586,422	875,689	1,399,291	-
Total other financing sources and (uses)	27,366,044	1,033,774	2,081,032	12,023,226	5,536,861
Net change in fund balances	$ 6,325,354	$(10,649,378)	$(11,311,474)	$ 5,122,849	$ 19,456,310
Debt service as a percentage of noncapital expenditures	18.2%	26.2%	24.1%	19.3%	20.4%

Source: Governmental Statements June 30, 2023 (Statement of Revenues-Gov Funds)

Table 4

Fiscal Year				
2019	2020	2021	2022	2023
$ 33,750,698	$ 41,285,076	$ 54,002,450	$ 63,016,933	$ 73,845,090
17,828,195	19,541,703	21,105,291	24,546,940	26,995,660
3,412,932	3,833,190	3,855,829	4,311,563	4,540,244
-	-	-	-	-
24,069,839	26,612,488	40,817,353	50,464,112	52,014,745
830,894	745,026	833,398	739,208	1,088,807
13,112,110	13,970,428	21,252,799	19,437,671	17,539,972
3,507,460	3,531,467	3,021,479	4,535,238	5,305,843
21,845	24,630	736,479	1,045,285	238,486
944,707	4,101,886	1,852,771	2,905,969	1,301,071
4,265,564	4,973,328	8,717,255	9,093,730	9,273,472
5,292,349	5,761,154	6,476,847	4,908,875	4,201,606
2,729,219	3,170,319	4,824	(5,305,774)	3,964,485
1,998,875	1,786,380	2,149,035	2,423,748	519,230
111,764,687	129,337,075	164,825,810	182,123,498	200,828,711
17,422,504	17,529,962	17,621,054	24,747,713	25,720,802
34,448,584	36,368,913	37,991,122	43,039,320	50,182,845
5,253,143	3,465,961	16,358,852	30,226,916	15,033,920
5,698,999	5,677,792	5,479,901	7,826,439	10,159,907
3,725,915	3,661,521	3,846,971	4,671,457	6,441,821
3,575,236	4,436,942	5,433,221	6,656,235	6,709,548
2,471,120	2,748,197	3,379,335	4,897,151	6,936,852
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
10,964,511	9,770,012	11,103,368	12,823,084	11,716,484
7,300,854	6,900,930	6,185,994	6,343,096	6,652,137
1,138,038	1,000,378	449,643	1,061,110	239,903
22,122,767	27,466,203	25,970,840	50,552,680	38,114,366
114,121,671	119,026,811	133,820,301	192,845,201	177,908,585
(2,356,984)	10,310,264	31,005,509	(10,721,703)	22,920,126
10,286,066	18,587,148	36,640,041	67,565,405	41,332,260
(10,205,262)	(18,587,531)	(36,706,392)	(71,565,729)	(42,255,817)
-	-	-	-	-
-	-	-	(127,624)	-
(9,266,000)	(32,606,000)	-	-	-
20,812,000	32,314,000	15,315,000	34,260,000	6,075,000
560,934	468,923	639,924	1,104,263	559,865
-	-	-	-	-
-	5,715,000	-	-	-
12,187,738	5,891,540	15,888,573	31,236,315	5,711,308
$ 9,830,754	$ 16,201,804	$ 46,894,082	$ 20,514,612	$ 28,631,434
19.9%	16.0%	16.0%	13.4%	13.2%

City of Buckeye, Arizona

General Governmental ExciseTax Revenues by Source

Last Ten Fiscal Years

(modified accrual basis of accounting)

	Fiscal Year				
	2014	**2015**	**2016**	**2017**	**2018**
Transaction privilege tax (1)*	$ 17,057,331	$ 19,825,186	$ 22,031,849	$ 26,203,438	$ 29,744,284
Licenses & permits	5,510,089	5,848,179	6,570,785	9,642,437	10,737,513
Franchise fees (2)	2,558,045	2,716,880	2,962,205	3,052,055	3,256,544
Parks & recreation fees***	622,986	535,418	1,172,372	1,418,757	1,663,522
State-shared income taxes (4)**	5,670,776	6,158,854	6,125,464	7,656,457	8,014,629
State-shared sales tax (3)**	4,428,388	4,649,494	4,885,632	5,744,180	6,239,614
Fines and forfeitures	400,029	569,682	570,961	817,919	804,005
Total	$ 36,247,644	$ 40,303,693	$ 44,319,268	$ 54,535,243	$ 60,460,111

* Reported as taxes - sales tax on the financial statements.

** Reported as intergovenmental on the financial statements.

*** Reported as charges for services on financial statements.

(1) The transaction privilege taxes consist of many classifications of tax; see Table 6 for category breakdown

(2) Includes cable TV and light and power franchise taxes.

(3) A portion of transaction privilege taxes collected by the State of Arizona that is returned to incorporated cities and towns.

(4) A share of the net individual and corporate income tax collections that is distributed among incorporated cities and towns.

Source: Governmental Statements June 30, 2023 (Statement of Revenues-Gov Funds)

Table 5

Fiscal Year				
2019	**2020**	**2021**	**2022**	**2023**
$ 33,750,698	$ 41,285,076	$ 54,001,053	$ 63,016,933	$ 73,845,090
13,112,110	13,970,428	21,252,799	19,437,671	17,539,972
3,412,932	3,833,190	3,855,829	4,311,563	4,540,244
1,084,074	647,174	538,695	1,378,430	1,853,699
8,289,650	9,617,118	11,378,810	11,787,749	19,219,613
6,935,749	7,727,535	9,445,569	12,889,504	14,976,476
830,894	745,026	833,398	739,208	1,088,807
$ 67,416,107	$ 77,825,547	$101,306,153	$ 113,561,058	$ 133,063,901

City of Buckeye, Arizona

General Governmental Taxable Sales by Category

Last Ten Fiscal Years

(modified accrual basis of accounting)

	Fiscal Year				
	2014	2015	2016	2017	2018
Category					
Mining	$ 29,558	$ 27,256	$ 21,903	$ 23,806	$ 40,435
Telecom	837,402	905,795	822,976	500,011	530,207
Utilities	1,171,923	1,268,954	1,417,136	1,534,621	1,655,822
Transportation and warehouse	6,663	6,993	5,791	2,971	3,204
Use Tax	-	-	-	-	-
Construction	3,900,771	4,941,173	5,542,047	9,279,151	11,679,960
Retail	7,734,984	8,652,003	9,591,565	10,781,964	11,536,159
Real Estate Rentals	1,655,073	1,942,635	2,487,965	1,720,517	1,820,657
Restaurants and Bars	1,189,310	1,356,620	1,529,818	1,791,482	1,974,859
Hotels	52,166	49,247	154,122	306,126	353,921
Services	332,258	379,308	344,310	93,420	82,389
Arts and Entertainment	132,041	147,221	160,157	201,319	239,157
Total	$ 17,042,149	$ 19,677,205	$ 22,077,790	$ 26,235,388	$ 29,916,770

Source: Arizona Department of Revenue

Note: City increased construction sales tax from 2% to 3% effective September 2006

Note: City instituted an additional 3% hotel tax to promote tourism August 2015

Note: City changed the tax rate for items over $1,999.99 from 3% to 1.1%

Note: City instituted the Use Tax effective April 2023

Note: Taxable sales are presented by business category instead of by individual taxpayer due to the confidential and privileged nature of the information presented and the legal restrictions on disclosing this information pursuant to Section 18-510a of the City of Buckeye Transaction Priviledge Tax Code.

Table 6

Fiscal Year				
2019	2020	2021	2022	2023
$ 10,598	$ (4,450)	$ 5,442	$ 1,988	$ 6,447
578,224	505,945	397,122	375,214	421,350
2,177,595	1,725,713	2,103,159	2,248,803	2,317,206
(4,598)	182	1,742	10,203	(2,708)
-	-	-	-	297,591
13,309,765	16,876,892	22,918,148	25,733,267	31,123,447
12,692,332	16,022,226	21,278,319	25,626,631	30,126,662
2,010,334	2,157,707	2,229,431	3,183,496	3,676,984
2,216,802	2,410,847	3,076,868	3,630,285	4,281,456
393,440	399,773	538,044	813,216	965,887
73,958	53,588	42,732	47,864	61,421
292,248	271,533	337,838	396,536	403,766
$ 33,750,698	$ 40,419,956	$ 52,928,845	$ 62,067,505	$ 73,679,508

City of Buckeye, Arizona

Transaction Privilege Tax (Sales Tax) Rates of Direct and Overlapping Governments

Last Ten Fiscal Years

	Fiscal Year				
	2014	2015	2016	2017	2018
General fund sales tax rate	3.00%	3.00%	3.00%	3.00%	3.00%
Total City of Buckeye sales tax rate	3.00%	3.00%	3.00%	3.00%	3.00%
Street improvements sales tax rate (1)	0.50%	0.50%	0.50%	0.50%	0.50%
Jail sales tax rate (1)	0.20%	0.20%	0.20%	0.20%	0.20%
State of Arizona sales tax rate (2)	5.60%	5.60%	5.60%	5.60%	5.60%
Total sales tax rate	9.30%	9.30%	9.30%	9.30%	9.30%

Source:
(1) Maricopa County
(2) Arizona Department of Revenue

Table 7

2019	2020	2021	2022	2023
3.00%	3.00%	3.00%	3.00%	3.00%
3.00%	3.00%	3.00%	3.00%	3.00%
0.50%	0.50%	0.50%	0.50%	0.50%
0.20%	0.20%	0.20%	0.20%	0.20%
5.60%	5.60%	5.60%	5.60%	5.60%
9.30%	9.30%	9.30%	9.30%	9.30%

City of Buckeye, Arizona

Net Assessed Property Values of Top Ten Taxpayers

Current Year and Nine Years Ago

		2023		
Taxpayer	Type of Business	Limited Property Assessed Value	Rank	% of Limited Property Assessed Value
Arizona Public Service Company	Gas & Electric Utility	$ 29,988,728	1	4.20%
Wal-Mart Stores East LP	Warehouse	8,133,635	2	1.14%
Cardinal IG Company	Manufacturing	4,950,014	3	0.69%
Watson Property LLC	Marketplace	4,679,305	4	0.66%
Smiths Food & Drug Centers Inc.	Grocery	4,157,825	5	0.58%
Arizona Public Service Company (CWIP)	Gas & Electric Utility	3,713,356	6	0.52%
Sundance Town Center/Wal-Mart	Retail	2,712,098	7	0.38%
Southwest Gas Corp. (T&D)	Gas Utility	2,392,407	8	0.34%
Fidelity National Title Ins Company Tr B176	Financial Services	2,124,560	9	0.30%
Clayton Homes	Manufacturing	2,049,883	10	0.29%
Total		$ 64,901,811		9.09%

Source: Maricopa County Assessor Office

Table 8

2014		
Limited Property Assessed Value	Rank	% of Limited Property Assessed Value
N/A		N/A
-		-

City of Buckeye, Arizona

Assessed Value and Estimated Actual Value of Taxable Property

Last Ten Fiscal Years

Fiscal Year	Primary Tax: Limited Property Value (1)	Primary Tax: Net Assessed Value (2)	Ratio of Net Assessed Value to Limited Property Value	Primary Tax Rate	Taxes Levied for the Fiscal Year
2014	$ 3,191,510,350	$ 280,928,213	8.8024%	1.8081	$ 5,079,332
2015	3,353,175,968	295,696,041	8.8184%	1.8011	5,332,600
2016	3,621,549,822	319,099,618	8.8111%	1.8000	5,763,043
2017	3,883,282,754	339,785,154	8.7499%	1.8000	6,114,649
2018	4,204,705,356	375,698,742	8.9352%	1.8000	6,751,375
2019	4,777,734,493	440,122,839	9.2120%	1.8000	7,779,824
2020	5,262,143,248	486,484,108	9.2450%	1.8000	8,929,846
2021	5,940,584,164	558,156,599	9.3957%	1.7890	9,982,856
2022	6,579,889,007	617,421,432	9.3835%	1.7671	10,910,454
2023	7,546,196,749	713,580,977	9.4562%	1.7048	12,165,128

Source: Maricopa County Assessor

Note: The City of Buckeye does not have a secondary tax at this time.

(1) Limited value relates to primary taxes and annual changes are restricted by statute.
(2) Assessed values are based on property use.

Table 9

Collected within the Fiscal Year	Secondary Tax: Limited Property Value (1)	Secondary Tax: Net Assessed Value (2)	Ratio of Net Assessed Value to Limited Property Value	Secondary Tax Rate
$ 5,048,303	$ 3,238,683,190	$ 286,390,172	8.8428%	-
5,249,285	3,634,355,175	323,752,817	8.9081%	-
5,735,301	4,464,039,754	406,833,007	9.1136%	-
6,000,771	4,991,989,207	455,904,186	9.1327%	-
6,733,532	5,491,299,491	509,401,733	9.2765%	-
8,026,208	6,377,434,547	607,297,393	9.5226%	-
8,488,028	7,172,411,963	684,778,580	9.5474%	-
9,753,058	8,303,676,175	805,569,860	9.7014%	-
10,877,036	9,300,395,292	901,329,992	9.6913%	-
12,105,855	10,965,647,837	1,060,920,957	9.6750%	-

City of Buckeye, Arizona

Direct and Overlapping Governments

Last Ten Fiscal Years

Fiscal Year		City		Maricopa County		Library District		Flood Control District		Fire District Assistance		Community College District		Agua Fria Union High School District #216
2014	P	1.8011	P	1.2807	P	-	P	-	P	-	P	1.2896	P	2.2936
	S	-	S	-	S	0.0438	S	0.1392	S	0.0121	S	0.2444	S	1.2787
2015	P	1.8011	P	1.3209	P	-	P	-	P	-	P	1.2824	P	2.9900
	S	-	S	-	S	0.0556	S	0.1392	S	0.0113	S	0.2363	S	1.2105
2016	P	1.8000	P	1.3609	P	-	P	-	P	-	P	1.2628	P	2.0732
	S	-	S	-	S	0.0556	S	0.1592	S	0.0116	S	0.2312	S	1.1935
2017	P	1.8000	P	1.4009	P	-	P	-	P	-	P	1.2376	P	2.0845
	S	-	S	-	S	0.0556	S	0.1792	S	0.0112	S	0.2275	S	1.3889
2018	P	1.8000	P	1.4009	P	-	P	-	P	-	P	1.1956	P	2.4592
	S	-	S	-	S	0.0556	S	0.1792	S	0.0102	S	0.2140	S	1.2553
2019	P	1.8000	P	1.4009	P	-	P	-	P	-	P	1.1708	P	2.0309
	S	-	S	-	S	0.0556	S	0.1792	S	0.0107	S	0.2046	S	1.4467
2020	P	1.8000	P	1.4009	P	-	P	-	P	-	P	1.1565	P	2.0670
	S	-	S	-	S	0.0556	S	0.1792	S	0.0095	S	0.1720	S	1.2628
2021	P	1.7890	P	1.4009	P	-	P	-	P	-	P	1.1250	P	2.0270
	S	-	S	-	S	0.0556	S	0.1792	S	0.0090	S	0.1631	S	1.3245
2022	P	1.7671	P	1.3459	P	-	P	-	P	-	P	1.1112	P	2.0385
	S	-	S	-	S	0.0556	S	0.1792	S	0.0086	S	0.1145	S	1.2613
2023	P	1.7048	P	1.2473	P	-	P	-	P	-	P	1.0865	P	1.8369
	S	-	S	-	S	0.0505	S	0.1592	S	0.0082	S	0.1029	S	1.2854

Source: Maricopa County Assessor

Note: The basis for property tax rate calculation is per $100 of net assessed value.

P - Primary

S - Secondary

	Arlington School District #47		Buckeye Elementary School District #33		Buckeye Union High School District #201		Liberty School District #25		Litchfield Elementary School District #79		Palo Verde School District #49		Saddle Mountain School District #90
P	0.9200	P	3.6619	P	2.5435	P	1.9056	P	2.4367	P	2.3096	P	1.1538
S	0.1853	S	2.1952	S	1.1136	S	1.5465	S	1.5405	S	1.7073	S	0.5178
P	1.1126	P	3.7761	P	2.3817	P	2.8010	P	2.3282	P	2.1696	P	2.1955
S	0.1794	S	2.1411	S	1.1274	S	1.7001	S	1.4498	S	1.8555	S	0.4309
P	1.1420	P	3.2117	P	2.2096	P	2.5534	P	2.2606	P	2.6716	P	2.1863
S	0.1883	S	2.3722	S	1.1277	S	1.7242	S	1.5746	S	1.8079	S	0.4150
P	1.0060	P	3.6463	P	2.0200	P	1.9955	P	2.2447	P	2.4126	P	2.0915
S	0.1905	S	2.2759	S	1.2041	S	1.7967	S	1.5695	S	2.2224	S	0.4560
P	0.6881	P	3.1149	P	2.1977	P	2.0650	P	2.0654	P	2.4863	P	2.0741
S	0.2124	S	2.2722	S	1.1405	S	1.6584	S	1.4409	S	1.4669	S	0.4706
P	0.7909	P	2.7810	P	2.1305	P	2.0098	P	1.9720	P	2.4089	P	1.3802
S	0.2022	S	2.8859	S	1.1424	S	1.5253	S	1.8779	S	1.6419	S	0.4759
P	0.9684	P	3.3076	P	2.2288	P	1.9784	P	1.9045	P	2.3101	P	1.7679
S	0.2297	S	2.3553	S	1.1060	S	1.3610	S	1.7671	S	1.6173	S	0.4513
P	1.0949	P	3.0708	P	2.1071	P	1.9962	P	1.9027	P	2.3691	P	1.8291
S	0.2083	S	2.8925	S	1.0657	S	1.9337	S	1.6202	S	1.5739	S	0.7760
P	0.8533	P	3.4777	P	2.0494	P	2.2906	P	1.9453	P	2.3693	P	2.1636
S	0.2372	S	2.7898	S	1.0265	S	1.8299	S	1.5494	S	1.5219	S	0.6084
P	0.9651	P	2.7945	P	1.9249	P	2.1003	P	1.7919	P	1.9611	P	2.7535
S	0.3104	S	2.9351	S	1.0210	S	1.7066	S	1.5116	S	1.5780	S	0.7361

City of Buckeye, Arizona

Direct and Overlapping Governments

Last Ten Fiscal Years — Table 10

	Wickenburg School District #9		Central Arizona Water Conservation District		Maricopa Health Care District		West Maricopa Education Center		Buckeye Valley Rural Fire District		Total
P	3.7838	P	-	P	-	P	-	P	-	P	25.3799
S	0.5540	S	0.1400	S	0.1939	S	0.0592	S	3.1000	S	14.5715
P	3.9198	P	-	P	-	P	-	P	-	P	28.0789
S	1.6306	S	0.1400	S	0.1856	S	0.0810	S	3.2500	S	15.8243
P	3.6581	P	-	P	-	P	-	P	-	P	26.3902
S	1.4229	S	0.1400	S	0.3021	S	0.0698	S	3.2500	S	16.0458
P	3.8975	P	-	P	-	P	-	P	-	P	25.8371
S	1.5069	S	0.1400	S	0.3053	S	0.0840	S	3.2500	S	16.8637
P	3.5758	P	-	P	-	P	-	P	-	P	25.1230
S	1.4422	S	0.1400	S	0.2851	S	0.1780	S	3.2500	S	15.6715
P	3.4375	P	-	P	-	P	-	P	-	P	23.3134
S	1.1978	S	0.1400	S	0.2941	S	0.1494	S	3.2500	S	16.6796
P	3.3009	P	-	P	-	P	-	P	-	P	24.1910
S	1.0320	S	0.1400	S	0.3333	S	0.1634	S	3.2500	S	15.4855
P	3.0605	P	-	P	-	P	-	P	-	P	23.7723
S	0.7946	S	0.1400	S	0.3046	S	0.1655	S	3.2500	S	16.4564
P	3.0100	P	-	P	-	P	-	P	-	P	24.4219
S	0.6053	S	0.1400	S	0.2970	S	0.1579	S	3.2500	S	15.6325
P	3.2136	P	-	P	-	P	-	P	-	P	23.3804
S	0.6775	S	0.1400	S	0.2488	S	0.1538	S	3.9165	S	16.5416

City of Buckeye, Arizona

Ratios of Outstanding Debt by Type

Last Ten Fiscal Years

Table 11

Fiscal Year	Governmental Activities			Business Activities		Unamortized Premiums and Discounts	Total Primary Government	Percentage of Taxable Property
	Revenue Bonds	Improvement District Bonds	Community Facilities District Bonds	Revenue Bonds	Water Infrastructure Bond			
2014	$ 24,620,000	$ 2,071,000	$ 147,079,000	$ -	$ 4,640,083	$ 1,037,643	$ 179,447,726	63.88%
2015	23,080,000	1,480,000	138,324,150	250,000	5,332,556	1,290,308	169,757,014	57.34%
2016	21,380,000	1,390,000	130,571,949	51,510,000	14,624,808	5,882,995	225,359,752	70.39%
2017	20,090,000	1,296,000	133,807,370	51,510,000	15,098,603	6,967,151	228,769,124	67.34%
2018	18,795,000	6,467,000	125,915,634	51,510,000	14,648,305	6,543,893	223,879,832	59.69%
2019	19,819,398	5,586,000	130,590,059	58,584,659	12,971,483	7,093,593	234,645,192	54.29%
2020	12,472,200	5,336,000	125,308,511	53,717,800	35,123,155	7,153,507	239,111,173	48.20%
2021	11,740,200	5,104,000	130,484,143	52,119,800	74,845,539	7,377,987	281,671,669	50.48%
2022	9,829,800	4,315,000	154,620,459	50,440,200	81,848,955	8,038,626	309,093,040	50.06%
2023	9,131,000	4,095,000	149,897,775	48,674,000	78,544,637	8,439,377	298,781,789	41.87%

Source: Governmental Statements June 30, 2023 (BS Rec of Gov Funds)
and the LT Debt Note

City of Buckeye, Arizona

Direct and Overlapping Governmental Activities Debt Table 12

Overlapping Jurisdiction	Debt Outstanding	Estimated Percentage Applicable	Estimated Share Of Overlapping Debt
State of Arizona	None	0.917%	None
Maricopa County	None	1.394%	None
Maricopa County Community College District	$ 135,585,000	1.394%	$ 1,889,642
Maricopa County Special Health Care District	600,335,000	1.394%	8,366,843
Western Maricopa Education Center District No. 402	130,195,000	3.724%	4,848,789
Agua Fria Union High School District No. 216	115,060,000	8.985%	10,338,114
Arlington Elementary School District No. 47	870,000	0.026%	226
Buckeye Elementary School District No. 33	45,770,000	90.292%	41,326,512
Buckeye Union High School District No. 201	64,865,000	38.079%	24,700,143
Liberty Elementary School District No. 25	51,340,000	22.720%	11,664,331
Litchfield Elementary School District No. 79	38,085,000	13.373%	5,093,029
Saddle Mountain Unified School District No. 90	47,840,000	9.060%	4,334,260
Wickenburg Unified School District No. 9	5,775,000	47.418%	2,738,414
Subtotal, overlapping debt	$ 1,235,720,000		$ 115,300,303
City of Buckeye	$ 9,756,053	100.00%	$ 9,756,053
Roosevelt Street Improvements Bonds	4,105,000	100.00%	4,105,000
Jackrabbit Trail Sewer Improvements Bonds	210,000	100.00%	210,000
Festival Ranch Community Facilities District	45,004,493	100.00%	45,004,493
Festival Ranch CFD Nos. 2&3 SA	534,000	100.00%	534,000
Festival Ranch CFD Nos. 4&5 SA	487,000	100.00%	487,000
Festival Ranch CFD No. 6 SA	105,000	100.00%	105,000
Festival Ranch CFD No. 7 SA	117,000	100.00%	117,000
Festival Ranch CFD No. 8 SA	61,301	100.00%	61,301
Festival Ranch CFD No. 9 SA	128,000	100.00%	128,000
Festival Ranch CFD No. 10 SA	85,580	100.00%	85,580
Festival Ranch CFD No. 11 SA	1,722,000	100.00%	1,722,000
Festival Ranch CFD No. 12 SA	156,500	100.00%	156,500
Festival Ranch CFD No. 13 SA	2,534,000	100.00%	2,534,000
Festival Ranch CFD No. 14 SA	564,500	100.00%	564,500
Sundance Community Facilities District	18,848,669	100.00%	18,848,669
Sundance CFD No. 3 SA	163,000	100.00%	163,000
Tartesso West Community Facilities District	19,636,979	100.00%	19,636,979
Verrado District No. 1 Community Facilities District	47,849,187	100.00%	47,849,187
Verrado Western Overlay Community Facilities District	6,505,000	100.00%	6,505,000
Watson Road CFD SA	12,536,894	100.00%	12,536,894
Westpark Community Facilities District	4,262,582	100.00%	4,262,582
Westpark CFD No. 1 SA	493,000	100.00%	493,000
Subtotal, direct debt	$ 175,865,738		$ 175,865,738
		Total Direct and Overlapping Debt	$ 291,166,041

Source: The various jurisdictions

Proportion applicable to the City is computed on the ratio of Net Assessed Limited Property Value for Fiscal Year 2022-2023.

Includes: Excise Tax Revenue obligations for the City and total general obligation bonds outstanding less redemption funds on hand. Does not include authorized but unissued general obligation bonds of such jurisdictions which may be issued in the future.

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City of Buckeye, Arizona

Legal Debt Margin Information

Last Ten Fiscal Years

General Obligation (GO) Bond* Debt Capacity Analysis

	Fiscal Year				
	2014	**2015**	**2016**	**2017**	**2018**
Full Cash Value (FCV) Net	$ 286,390,172	$ 323,752,817	$ 408,074,462	$ 455,998,962	$ 510,866,160
Debt Limit 6% of FCV Net (1)	17,183,410	19,425,169	24,484,468	27,359,938	30,651,970
Debt Limit 20% of FCV Net (2)	57,278,034	64,750,563	81,614,892	91,199,792	102,173,232
Total GO Bonding Capacity	$ 74,461,445	$ 84,175,732	$ 106,099,360	$ 118,559,730	$ 132,825,202

Notes:

(*) Voter authority is required to issue General Obligation Bonds. The City does not have any voter authority to issue General Obligation Bonds.

(1) The constitution states that for general municipal purposes a municipality cannot incur a GO debt exceeding six percent of the assessed valuation of taxable property in the city or town.

(2) Additional GO Bonds amounting to twenty percent of the assessed valuation of taxable property can be issued for supplying such specific city and town services as water, artificial light, sewers and for the acquisition and development of land for open space preserves, parks, playgrounds and recreational facilities. In November 2006 the voters elected to allow projects concerning public safety, law enforcement, fire and emergency service facilities and streets and transportation facilities to be included in this twenty percent category. In other words, a total of twenty-six percent of the assessed valuation can be bonded for these latter projects.

Table 13

Fiscal Year				
2019	2020	2021	2022	2023
$ 599,519,571	$ 694,497,594	$ 806,844,691	$ 901,329,992	$ 1,060,920,957
35,971,174	41,669,856	48,410,681	54,079,800	63,655,257
119,903,914	138,899,519	161,368,938	180,265,998	212,184,191
$ 155,875,088	$ 180,569,374	$ 209,779,620	$ 234,345,798	$ 275,839,449

City of Buckeye, Arizona

Pledge-Revenue Coverage

Last Ten Fiscal Years — Table 14

Water and Wastewater Revenue Bonds

Fiscal Year	Operating Revenues	Less: Operating Expenses	Net Available Revenue	Debt Service			Coverage
				Principal	Interest	Total	
2014	$ 17,891,293	$ 9,734,417	$ 8,156,876	$ 857,175	$ 80,716	$ 937,891	8.70
2015	18,607,110	11,005,668	7,601,442	816,003	47,805	863,808	8.80
2016	33,471,582	16,839,373	16,632,209	935,471	139,752	1,075,223	15.47
2017	34,197,787	15,374,331	18,823,456	960,438	185,998	1,146,436	16.42
2018	36,429,133	17,200,942	19,228,191	947,596	180,866	1,128,462	17.04
2019	38,172,790	17,466,391	20,706,399	889,981	173,548	1,063,529	19.47
2020	42,787,299	19,153,966	23,633,333	4,326,793	417,410	4,744,203	4.98
2021	47,870,491	21,833,817	26,036,674	4,413,851	935,707	5,349,558	4.87
2022	50,744,635	23,602,667	27,141,968	4,844,501	1,605,788	6,450,289	4.21
2023	52,647,160	28,926,734	23,720,426	5,351,549	1,621,726	6,973,275	3.40

Excise Tax Revenue Bonds

Fiscal	Excise Tax Pledged	Debt Service			Coverage
		Principal	Interest	Total	
2014	$ 36,247,644	$ 1,040,000	$ 1,110,056	$ 2,150,056	16.86
2015	40,303,693	1,080,000	1,066,464	2,146,464	18.78
2016	44,319,268	1,125,000	851,387	1,976,387	22.42
2017	54,535,243	1,290,000	2,868,752	4,158,752	13.11
2018	60,460,111	1,295,000	3,254,367	4,549,367	13.29
2019	67,416,107	1,325,000	3,218,828	4,543,828	14.84
2020	77,825,547	1,326,400	3,181,561	4,507,961	17.26
2021	101,306,153	2,330,000	3,062,169	5,392,169	18.79
2022	113,561,058	3,590,000	2,914,794	6,504,794	17.46
2023	133,063,901	2,465,000	2,775,140	5,240,140	25.39

City of Buckeye, Arizona

Demographic and Economic Statistics

Last Ten Fiscal Years — Table 15

Fiscal Year	Estimated Population (1)	State Personal Income (thousand)(2)	State Average Per Capita Personal Income	Unemployment Rate (3)
2014	56,459	$ 2,054,430	$ 36,388	8.50%
2015	58,745	2,279,189	38,798	7.40%
2016	62,582	2,500,714	39,959	5.00%
2017	65,509	2,850,000	41,340	5.20%
2018	69,947	2,980,500	42,576	4.70%
2019	74,370	3,155,000	44,080	4.90%
2020	82,186	3,393,110	46,513	11.20%
2021	91,502	3,742,000	48,950	6.30%
2022	101,987	3,901,000	52,266	4.00%
2023	106,316	4,157,000	55,512	3.60%

Source:
(1) Arizona Economics Estimates Commission
(2) Arizona Economics Estimates Commission - State Average
(3) Arizona Office of Employment Statistics
(4) US Census Bureau (www.census.gov)

City of Buckeye, Arizona

Principal Employers

Current Year and Ten Years Ago

	2023 (1)		
Employer	**Employees**	**Percentage of Total City Employment**	**Rank**
Walmart	1,560	28%	1
State of Arizona	950	17%	2
City of Buckeye	638	12%	4
Litchfield Elementary School District 79	520	9%	3
Frys Food Stores	400	7%	5
Buckeye Elementary School District 33	440	8%	6
Duncan Family Farms Llc	350	6%	7
Clayton Homes	300	5%	8
The Odyssey Preparatory Academy	210	4%	9
Cardinal Glass	150	3%	10
	5,518	100%	

Sources:

(1) MAG Employer Database
Hoover's Inc, a D&B Company

Table 16

2014		
Employees	Percentage of Total City Employment	Rank
650	29%	1
230	10%	7
420	19%	3
283	13%	5
184	8%	8
450	20%	2
N/A	N/A	-
N/A	N/A	-
N/A	N/A	-
N/A	N/A	-
2217	100%	

City of Buckeye, Arizona

Full-time Equivalent City Government Employees by Function

Last Ten Fiscal Years

Function	Full-Time Equivalent				
	2014	2015	2016	2017	2018
General government					
Mayor and Council	2.00	2.00	2.00	2.00	2.00
City Manager	8.00	12.00	16.00	16.00	15.00
City Clerk	4.00	4.00	4.00	4.00	4.00
Human Resources	8.00	7.00	7.00	7.00	8.00
Finance	8.00	8.00	9.00	9.00	9.00
City Court	6.80	6.80	6.80	8.30	8.30
Economic Development	2.00	2.00	3.00	3.00	3.00
Information Technology	8.00	9.00	10.00	12.00	14.00
Public Safety					
Police	117.50	118.50	117.50	123.00	126.00
Fire	90.00	90.00	92.00	93.00	98.00
Culture and recreation					
Admin/Parks/Rec/Area Agency on Aging	25.00	26.00	26.00	27.00	28.00
Library	9.00	15.00	14.00	14.00	14.00
Development Services	28.00	25.00	23.00	24.00	25.00
Engineering	14.00	14.00	14.00	14.00	16.00
Public Works					
Admin/Facilities/Fleet/Solid Waste	11.25	12.25	18.00	20.00	22.00
Streets (HURF)	20.50	20.50	20.00	22.00	24.00
Airport	-	-	1.00	1.00	1.00
Water Resources					
Water	44.00	47.00	57.00	63.00	64.00
Wastewater	14.00	15.00	14.00	16.00	16.00
Total	420.05	434.05	454.30	478.30	497.30

Source: City of Buckeye Human Resources Department

Table 17

Employees at June 30

2019	2020	2021	2022	2023
2.00	2.00	2.00	2.00	2.00
16.50	19.00	19.00	23.00	17.00
-	-	-	-	6.00
4.00	4.00	4.00	4.00	4.00
8.00	8.00	8.00	9.50	10.50
9.00	10.00	11.00	11.00	38.00
10.30	10.30	11.20	11.20	12.70
3.00	3.00	5.00	7.00	7.00
16.00	17.00	19.00	21.00	23.00
132.00	138.00	146.00	156.00	170.00
96.00	97.00	101.00	104.00	122.00
32.00	34.00	34.50	45.50	52.31
16.07	17.21	17.21	17.21	16.75
26.00	27.00	42.00	44.00	74.00
19.00	20.00	29.00	29.00	16.00
24.00	25.00	26.00	28.00	28.80
25.00	26.00	26.00	31.00	33.70
1.00	1.00	-	-	-
66.00	62.00	70.00	71.00	59.00
17.00	24.00	24.00	20.00	41.00
522.87	544.51	594.91	634.41	733.76

City of Buckeye, Arizona

Capital Asset and Infrastructure Statistics by Function

Last Ten Fiscal Years

	Fiscal Year				
	2014	2015	2016	2017	2018
Function					
General government					
Square footage occupied	167,603	167,603	145,920	145,920	145,920
Area of City (square miles)	592	592	592	592	642
Public Safety					
Police stations	1	2	2	2	2
Square footage of building	43,934	43,934	43,934	43,934	43,934
Number of patrol units	83	103	115	130	146
Fire stations	4	4	4	5	5
Square footage of building	59,009	59,009	59,009	59,009	59,009
Number of fire engines	8	9	9	9	10
Number of vehicles	14	15	18	20	21
Public Works					
Square footage occupied	12,800	12,800	32,870	32,870	32,870
Miles of roads	383.3	426.7	445.2	458.4	479.6
Traffic signals	16	20	22	22	23
Street lights	8,115	8,249	8,350	8,477	8,662
Miles of storm sewer/channel	N/A	N/A	2	2	3
Miles of water mains	293	295	297	300	305
Fire hydrants	N/A	N/A	N/A	N/A	3,043
Sanitary sewers (miles)	334	335	337	338	347
Culture and recreation (CS)					
Square footage occupied	31,953	31,953	57,386	57,386	57,386
Number of parks	16	16	17	17	17
Parks acreage	134.4	134.4	174.0	174.0	174.0
Swimming pools	1	1	1	1	1

Source: City of Buckeye-individual departments and Directors

Table 18

Fiscal Year				
2019	2020	2021	2022	2023
145,920	145,920	145,920	145,920	145,920
642	642	642	642	642
2	2	2	2	2
43,934	43,934	57,853	79,378	79,378
125	124	128	108	108
6	6	6	6	6
59,009	59,009	66,873	66,873	66,873
9	11	11	11	11
20	19	21	21	21
93,844	108,267	108,267	108,267	108,267
569	573	580	593	593
24	24	26	27	27
8,718	8,843	9,426	9,743	9,743
-	3	5	69	69
393	440	440	534	534
3,043	3,043	3,130	3,349	3,349
296	312	320	323	323
		`		
57,889	57,889	61,557	61,557	61,557
12	12	11	11	11
8,759	8,759	8,751	8,751	8,751
1	1	1	1	1

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BUCKEYE, AZ

Audit Communication to Governance

Year Ended June 30, 2023

Presented by Jill A. Shaw, CPA
February 6, 2024

HeinfeldMeech

Audit Timeline

- May 2023 – Engagement Letter Issued
- June 2023 – Preliminary Fieldwork
- September/October 2023 – Final Fieldwork
- December 2023 – Audit Reports Issued

Council Acceptance of the Audit Reports

Arizona Revised Statutes 9-481(H): Within ninety days after completing an audit pursuant to this section, the governing body of the city or town shall require the certified public accountant who performed the audit to present the audit results and any findings to the governing body in a regular meeting without the use of a consent agenda, and the governing body shall demonstrate compliance with section 41-1494.

- Statute above is applicable beginning with FY21 audits.
- City management has already accepted responsibility for the financial statements and maintenance of internal controls.

Scope of Audit Services

- Perform an audit in accordance with U.S. generally accepted auditing standards, *Government Auditing Standards*, and Uniform Guidance (Single Audit)
- Perform an audit of seven Community Facility Districts
- Issue an accountant's report based on an examination of the Annual Expenditure Limitation Report
- Issue an accountant's report on Highway User Revenue Fund (HURF) expenditures in accordance with ARS §9-481(B)(2)

Responsibilities of Auditor and Management

- Fraud Communications
  - Inquiries regarding fraud and noncompliance were conducted with members of management and other employees
  - Responsibility for fraud ultimately rests with management and the Council
- Auditor's Responsibilities
  - Audit designed to provide reasonable, not absolute assurance
  - Management is ultimately responsible for the financial statements

Significant Estimates in the Financial Statements

- Useful lives of depreciable assets
- Allowance for uncollectible receivable balances
- Assumptions used in the actuarial valuations of the pension plans

New Accounting Policies or Standards Implemented

- Governmental Accounting Standards Board (GASB) Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements,* was implemented during the year.

This new standard enhances reporting for arrangements in which a government (the transferor) contracts with an operator (a governmental or nongovernmental entity) to provide public services by conveying control of the right to operate or use a nonfinancial asset, such as infrastructure or other capital asset (the underlying PPP asset), for a period of time in an exchange or exchange-like transaction. Implementation of GASB Statement No 94 resulted in derecognition of $21.7M in landfill assets from the City's financial statements.

New Accounting Policies or Standards Implemented

- Governmental Accounting Standards Board (GASB) Statement No. 96, *Subscription-Based Information Technology Agreements (SBITAs),* was implemented during the year.

This new standard (1) defines a subscription-based information technology arrangement (SBITA); (2) establishes that a SBITA results in a right to use subscription asset – an intangible asset – and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. Implementation of GASB No 96 did not impact the City's financial statements.

Summary of Audit Adjustments

Audit adjustments are necessary for known or likely misstatements identified in the financial statements during the audit that are not trivial in nature.

Audit procedures did identify several uncorrected audit adjustments that meet this criteria. All adjustments were determined to be immaterial.

Summary of Audit Adjustments

Uncorrected Misstatements
(Not Material)

- Subscription Agreement Assets and Related Liabilities
- Lease Receivables and Related Deferred Inflows
- Public Safety Pension Expenses and Related Deferred Outflows
- Amortization of Debt Premiums and Discounts

Other Required Communications

- There were no disagreements with management over financial accounting, reporting or audit matters.
- Management provided the required representation letter at the conclusion of the audit.
- Heinfeld Meech continually assesses client relationships to ensure compliance with relevant ethical requirements such as independence.

Annual Comprehensive Financial Report Highlights

- Page 1 - Independent Auditor’s Report (Unmodified Opinion)
- Page 5 - Management’s Discussion and Analysis
- Page 17 – Financial Statements
- Page 33 – Notes to the Financial Statements
- Page 121 – Statistical Section

Single Audit Report Highlights

- Page 9 – Schedule of Findings and Questioned Costs
  - Significant deficiency in internal controls over capital assets reported as finding FS-2023-001
  - Major Federal Programs:
    - Outdoor Recreation Acquisition, Development and Planning
  - Not considered low-risk because of a material weakness over capital assets two years ago.
  - Page 13 - Management made good progress in correcting the capital asset finding noted in prior years.

Final Comments

- Management and staff were cooperative and helpful during the audit process.
- Audits met all state and federal regulatory deadlines.
- The Annual Comprehensive Financial Report was issued in time to meet the GFOA submission deadline for the *Certificate of Achievement for Excellence in Financial Reporting*.

Thank you

Jill A. Shaw, CPA
jill.shaw@hm.cpa
623-237-7951

HeinfeldMeech

City of Buckeye, Arizona
Single Audit Report
Year Ended June 30, 2023

City of Buckeye, Arizona
Single Audit Report
For the Year Ended June 30, 2023

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Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Honorable Mayor and Members of the City Council
City of Buckeye, Arizona

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Buckeye, Arizona, as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise City of Buckeye, Arizona's basic financial statements, and have issued our report thereon dated December 22, 2023. Our report included an emphasis of matter paragraph as to comparability because of the implementation of Governmental Accounting Standards Board Statements No. 94 *Public-Private and Public-Public Partnerships and Availability Payment Arrangements* and No. 96, *Subscription-Based Information Technology Arrangements.*

Report on Internal Control Over Financial Reporting
In planning and performing our audit of the financial statements, we considered City of Buckeye, Arizona's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City of Buckeye, Arizona's internal control. Accordingly, we do not express an opinion on the effectiveness of City of Buckeye, Arizona's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify a certain deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item FS-2023-001 that we consider to be a significant deficiency.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether City of Buckeye, Arizona's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standard*s.

City of Buckeye, Arizona's Response to Finding

Government Auditing Standards requires the auditor to perform limited procedures on the City of Buckeye, Arizona's response to the finding identified in our audit and described in the accompanying schedule of findings and questioned costs. City of Buckeye, Arizona's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Heinfeld Meech & Co. PC

Heinfeld, Meech & Co., P.C.
Scottsdale, Arizona
December 22, 2023

**Independent Auditor's Report on Compliance for Each Major Federal Program;
Report on Internal Control Over Compliance; and
Report on the Schedule of Expenditures of Federal Awards
Required by the Uniform Guidance**

Honorable Mayor and Members of the City Council
City of Buckeye, Arizona

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited City of Buckeye, Arizona's compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of City of Buckeye, Arizona's major federal programs for the year ended June 30, 2023. City of Buckeye, Arizona's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, City of Buckeye, Arizona complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of City of Buckeye, Arizona and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of City of Buckeye, Arizona's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to City of Buckeye, Arizona's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on City of Buckeye, Arizona's compliance based on our audit.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate it would influence the judgment made by a reasonable user of the report on compliance about City of Buckeye, Arizona's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding City of Buckeye, Arizona's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of City of Buckeye, Arizona's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of City of Buckeye, Arizona's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Buckeye, Arizona as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise City of Buckeye, Arizona's basic financial statements. We issued our report thereon dated December 22, 2023, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Heinfeld Meech & Co. PC

Heinfeld, Meech & Co., P.C.
Scottsdale, Arizona
December 22, 2023

City of Buckeye, Arizona
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2023

Federal/Pass-Through/Agency	AL Number	Federal Award Number	Expenditures and Transfers	Total Expenditures and Transfers
U.S. Department of Interior				
Passed through Arizona State Parks and Trails:				
Outdoor Recreation Acquisition, Development and Planning	15.916	04-00774		$ 1,626,517
U.S. Department of Justice				
Direct Programs:				
Crime Victim Assistance/Discretionary Grants	16.582	2018-V3-GX-0006		3,597
Bulletproof Vest Partnership Program	16.607	2021		10,000
Public Safety Partnership and Community Policing Grants	16.710	15JCOPS-22-GG-04786-PPSE		250,000
Total U.S. Department of Justice				263,597
U.S. Department of Transportation				
Passed through City of Phoenix:				
Federal Transit Cluster:				
Federal Transit Formula Grants	20.507	AZ-2021-049		997,341
Passed through the Governor's office of Highway Safety:				
Highway Safety Cluster:				
State and Community Highway Safety	20.600	2023-AI-001	7,610	
National Priority Safety Programs	20.616	2023-PTS-009	77,388	
National Priority Safety Programs	20.616	2023-CIOT-003	5,000	
National Priority Safety Programs	20.616	2022-405c-003	20,000	
National Priority Safety Programs	20.616	2022-405d-011	55,721	
National Priority Safety Programs	20.616	2023-405d-007	24,676	
Total Highway Safety Cluster				190,395
Total U.S. Department of Transportation				1,187,736
Institute of Museum and Library Services				
Passed through Arizona State Library, Archives and Public Records:				
Grants to States	45.310	2021-0010-InfoAcc-02	9,201	
Grants to States	45.310	2021-0810-MovFor-02	4,000	
Total ALN 45.310				13,201
Total Institute of Museum and Library Services				13,201
U.S. Department of Health and Human Services				
Passed through the Area Agency on Aging, Region One, Inc:				
Aging Cluster:				
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	AAA	21,056	
Special Programs for the Aging, Title III, Part C, Nutrition Services	93.045	AAA	210,374	
Nutrition Services Incentive Program	93.053	AAA	25,798	
Total Aging Cluster				257,228
Social Services Block Grant	93.667	AAA		35,332
Passed through Maricopa County Department of Public Health:				
Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	C-86-23-101-X-00		49,524
Total U.S. Department of Health and Human Services				342,084

Executive Office of the President				
Passed through Maricopa County Sheriff's Office:				
High Intensity Drug Trafficking Areas Program	95.001	n/a	6,592	
Passed through City of Tucson:				
High Intensity Drug Trafficking Areas Program	95.001	HT-21-2995	75,054	
High Intensity Drug Trafficking Areas Program	95.001	HT-22-2995	74,570	
Total ALN 95.001				156,216
Total Executive Office of the President				156,216
U.S. Department of Homeland Security				
Passed through Arizona Department of Homeland Security:				
Homeland Security Grant Program	97.067	210800-01	182	
Homeland Security Grant Program	97.067	220801-01	5,861	
Total ALN 97.067				6,043
Passed through Maricopa County Emergency Management:				
Securing the Cities Program	97.106	C-15-21-005-X-00		4,598
Total U.S. Department of Homeland Security				10,641
Total Expenditures of Federal Awards				$ 3,599,992

See accompanying notes to schedule.

Significant Accounting Policies Used in Preparing the SEFA

The accompanying Schedule of Expenditures of Federal Awards (Schedule) includes the federal grant activity of City of Buckeye, Arizona under programs of the federal government for the year ended June 30, 2023. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position or cash flows of the City. Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Any negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available.

10% De Minimis Indirect Cost Rate

The auditee did not use the de minimis indirect cost rate.

Assistance Listing Numbers

The program titles and Assistance Listing numbers were obtained from the federal or pass-through grantor or through sam.gov. If the three-digit Assistance Listing extension is unknown, there is a U followed by a two-digit number in the Assistance Listing extension to identify one or more Federal award lines from that program. The first Federal program with an unknown three-digit extension is indicated with U01 for all award lines associated with that program, the second is U02, etc.

City of Buckeye, Arizona
Schedule of Findings and Questioned Costs
Year Ended June 30, 2023

Summary of Auditor's Results:

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

- Significant deficiency(ies) identified: Yes
- Material weakness(es) identified: No

Noncompliance material to financial statements noted: No

Federal Awards

Internal control over major programs:

- Significant deficiency(ies) identified: No
- Material weakness(es) identified: No

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with §200.516 of Uniform Guidance: No

Identification of major programs:

Assistance Listing Number	Name of Federal Program or Cluster
15.916	Outdoor Recreation Acquisition, Development and Planning

Dollar threshold used to distinguish between Type A and Type B programs: $750,000

Auditee qualified as low-risk auditee: No

Findings Related to Financial Statements Reported in Accordance with *Government Auditing Standards*: Yes

Findings and Questioned Costs Related to Federal Awards: No

Summary Schedule of Prior Audit Findings required to be reported: Yes

Findings Related to Financial Statements Reported in Accordance with *Government Auditing Standards*

Finding Number: FS-2023-001
Repeat Finding: Yes, FS-2022-001, FS-2021-001
Type of Finding: Significant Deficiency
Description: Capital Assets

Criteria
Capital assets are a significant accounting area for the City. A strong internal control structure should be implemented over this area to ensure that all significant activity is properly identified and accounted for.

Condition
The City does not have a process for capturing the full extent of contributed capital. Additionally, internal controls over capital asset disposals are insufficient to ensure disposals are detected and appropriately reflected in the capital asset records.

Cause
The City's capital assets policies and procedures have not kept pace with the growth of the City and consequently its capital assets activity.

Effect
The City may not prevent or detect misstatements to the financial statements.

Context
During our review of capital assets, we noted the following:

- The land associated with current year and prior year developer contributions of infrastructure was not captured on the financial statements.
- The City does not have a process in place to capture disposals throughout the year and properly document authorization for the disposals.

Recommendation
The City should ensure donated infrastructure is appropriately capitalized in the financial statements. Additionally, the Finance Department should be notified of all disposals before they occur. The City should consider exploring whether disposal authorizations can be processed through Munis.

Views of Responsible Officials
See Corrective Action Plan.

December 22, 2023

To Whom It May Concern:

The accompanying Corrective Action Plan has been prepared as required by U.S. Office of Management and Budget Uniform Guidance. The name of the contact person responsible for corrective action, the planned corrective action, and the anticipated completion date for each finding included in the current year's Schedule of Findings and Questioned Costs have been provided.

In addition, we have also prepared the accompanying Summary Schedule of Prior Audit Findings which includes the status of audit findings reported in the prior year's audit.

Sincerely,

Sherri Meredith
Accounting Manager

City of Buckeye, Arizona
Corrective Action Plan
Year Ended June 30, 2023

Findings Related to Financial Statements Reported in Accordance with *Government Auditing Standards*

Finding Number: FS-2023-001
Contact Person: Sherri Meredith, Accounting Manager
Anticipated Completion Date: June 30, 2024
Planned Corrective Action: The Finance Department agrees with this finding and has been working to bring its capital assets especially contributed capital into compliance to eliminate the deficiency recorded by the auditors.

Finance has been working with a private CPA who specializes in capital assets and had come up with a process for valuing the land associated with developer contributed infrastructure. This is a tedious process which requires pulling information from the county and calculating the cost per acre of land and then converting the cost into lane miles for streets and square footage for sidewalks. Our goal is to have this valuation process completed by June 30, 2024.

Finance continues to work with Engineering to capture all contributed capital and capitalize the acquisition cost of the infrastructure.

Finance will have its capital asset policy/procedure completed by the end of the fiscal year, June 30, 2024, which will include a written process to capture disposals that occur throughout the year.

City of Buckeye, Arizona
Summary Schedule of Prior Audit Findings
Year Ended June 30, 2023

Status of Findings Related to Financial Statements Reported in Accordance with *Government Auditing Standards*

Finding Number: FS-2022-001
Status: Partially corrected. See current year finding FS-2023-001.
Planned Corrective Action: Finance contacted all departments during Fiscal Year 2022-2023 to have them update their department's capital asset listing. In turn disposals were discussed and the capital asset listing in Munis was updated to reflect any disposals that had occurred but were unrecorded. Finance will include a written process in our Capital Asset policy/procedure for disposals, so we are notified prior to the disposal of any asset.

Please see the Planned Corrective Action for FS-2023-001 regarding the recording of the land valuation for developer contributed capital. Our plan is to have this completed by June 30, 2024.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/06/24	**AGENDA ITEM:** 4.A. COMM - Buckeye Communications Plan
DATE PREPARED: 02/05/24	**DISTRICT NO.:**
STAFF LIAISON: Annie DeChance, Communications & Government Affairs Director, adechance@buckeyeaz.gov, (623) 349-6974	
DEPARTMENT: Marketing & Communications	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the approval of a citywide internal communications plan which includes updates to the Council approved Logo Use Policy, Social Media Policy and Media Relations Policy.

SUMMARY

PROJECT DESCRIPTION:
As part of the Council approved Strategic Plan to update and implement current citywide communications policies and procedures, the Communications Department has created the first ever Communications Plan. Goals and objectives for the Plan include ensuring transparency and consistency in messaging, encouraging participation, and maintain the City's reputation as an innovative and high performing organization. This Plan outlines the appropriate actions needed to assist the City with informing, engaging, connecting and interacting with our employees, residents, businesses and local organizations. Methods to continuously improve our communication tactics and tools are ongoing, and the City is committed to remain adaptive and responsive to the latest communication trends while following privacy and security protocols.

BENEFITS:
The Communication Plan provides clear guidance to the City and its departments to work in a proactive and collaborative manner, thereby ensuring a centralized message to all audiences (employees, residents, businesses, media outlets, and community partners) that is accompanied with high-quality professional graphics and multi-media images and videos.

FUTURE ACTION:
Suggest an update in five years.

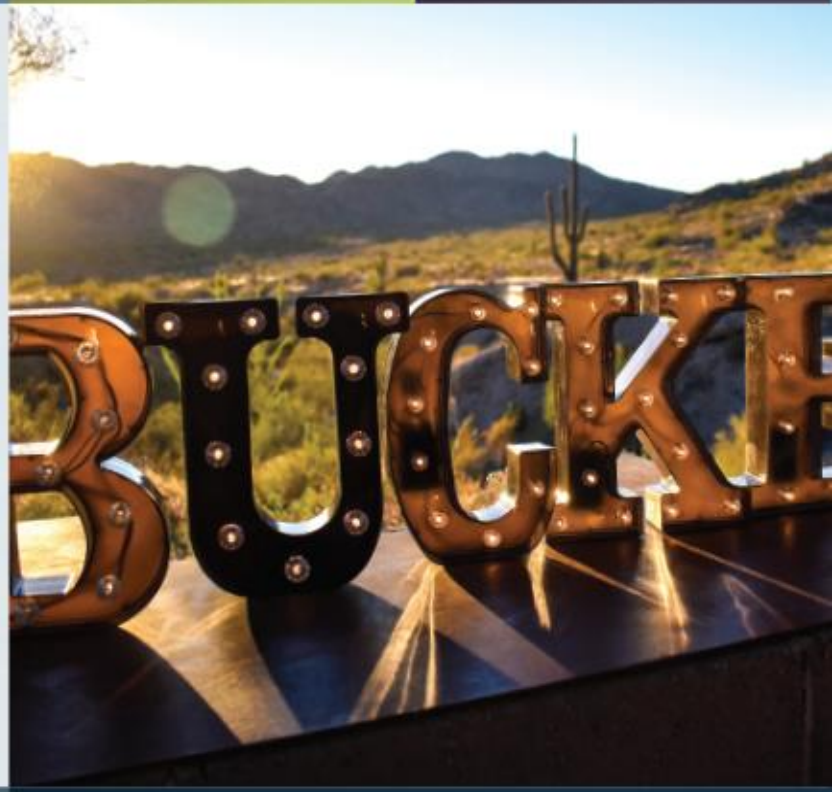
FINANCIAL IMPACT STATEMENT:
No financial impact.

BUDGETED:
No

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Comms Plan Summary.pdf
Council Report - Communications Plan Summary.pdf
Buckeye Comms Plan 1.17.24.pdf

Communications Plan

January 2024



BUCKEYE, AZ
buckeyeaz.gov

Project Summary

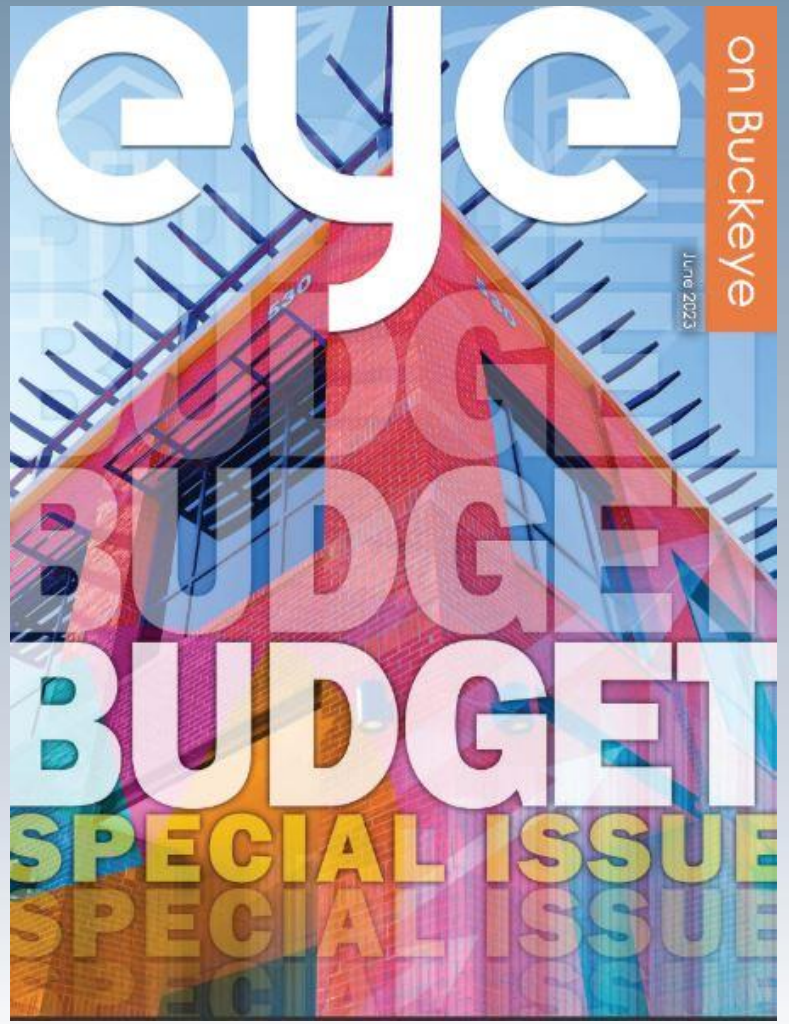
- Strategic Plan component: "Updating and Implementing Citywide Communications Policies and Procedures.“

Develop an internal communication plan	Communications & Government Affairs	FY 25

- History: Previous communication-related policies approved by the Council in 2015:
  - City Logo Use Policy
  - Media Policy
  - Social Media Policy

Goals & Objectives

- Transparency in communication
- Centralized messaging approach with high-quality visuals
- Encouraging participation
- Maintaining the city's reputation
- Improved coordination among city departments
- Educating employees and residents
- Highlighting city services and achievements



Changes to 2015 Policies

- Official Use of City Logo and City Seal
  - Name change and inclusion of City Seal
  - Content overview: Shift from Q&A to a policy statement
- Media Relations Policy
  - Similar language with updates for Communications Department/Director/Designee roles
- Social Media Policy
  - Definition of city social media sites
  - Stringent guidelines for usage and employee accountability

Photography, Video & Graphic Design Requests

- Description of the Service Level Agreement for graphic design and video production services
- Ensuring quality, timeliness and efficiency in supporting departmental communication needs
- Fillable forms now available on Buckeyepedia

Other Components

Emergency and Crisis Communication:

- Collaboration with Emergency Manager, Police and Fire for timely information dissemination

- Media Public Records Requests:
  - Process overview for requests through the city's website or Communications Department staff

Review Process & Next Steps

- Reviewed by Exec and Leadership teams in November 2023
- Several reviews by City Attorney's Office
- Small group meetings Jan. 4 and 9
- Consent Agenda item Feb. 6

Conclusion

- Focus on responsive service to internal and external customers
- Proactive messaging from a centralized department
- Emphasis on open, two-way communication

Communications Plan Summary
February 2024

Project Summary
One of the components of the recently adopted Strategic Plan is to "update and implement current citywide communications policies and procedures." To date, there has never been a citywide Communications Plan, but in 2015, Council did approve three communication related policies:

- City Logo Use Policy
- Media Policy
- Social Media Policy

Goals & Objectives

- Transparency when communicating with employees, residents, businesses and community groups
- Create a centralized approach to messaging that includes high quality professional graphics, videos and images
- Encourage participation
- Maintain city's reputation as an innovative and high performing organization
- Improve coordination with designated communicators in city departments
- Educate employees and residents about city processes and events
- Highlight award winning city services and professional achievements

Changes to 2015 Council Approved Policies

Official Use of City Logo and City Seal

- Changed name from Buckeye Logo License Terms & Conditions
- Includes the use of the official City Seal
- Content basically the same, format changed from a Q&A to a policy statement

Media Relations Policy

- Similar language to the 2015 Policy
- Updated language for the Communications Department/Director/Designee instead of Public Information Officer

Social Media Policy

- Significant changes – more generic in describing since social media sites evolve and change regularly

- Defines a city social media site:
    - Social media sites which the city establishes and maintains and has control over all postings and content. City social media sites shall supplement, and not replace, the city's standard methods of communication.
- More stringent in how it should be used
    - Holds employees accountable for posting inaccurate, unbiased and/or inappropriate content
    - Cannot hide or delete comments

Photography, Video and Graphic Design Requests

Created a Service Level Agreement that outlines the expectations and responsibilities for the provision of graphic design and video production services by the Communications Department to other departments within the city. This agreement ensures that the quality, timeliness and efficiency of services are maintained to support the various communication needs of the city's departments**.**

Other Components

- Emergency and Crisis Communication
    - Communications staff will work closely with the Emergency Manager, Police and Fire to provide timely information to residents and the media before, during and after an event
- Media Public Records Requests
    - Typically requested through city's website or directly to a Communications Department staff member
    - Usually includes obtaining documents from other city departments
    - Reminds them to respond promptly

Conclusion

Buckeye's Communication Plan is designed to provide the best and most responsive service to our employees, residents, businesses, the media and visitors to the city. It provides an opportunity to tell our story, be proactive, creates a centralized department for messaging and emphasizes open, two-way communication with our community and within the organization.

COMMUNICATIONS PLAN

BUCKEYE, AZ

City of Buckeye
Communications Plan

I. Introduction/Overview
II. Goals & Objectives
III. Guiding Principles
IV. Target Audiences
V. Emergency/Crisis Communication
VI. Media Relations
VII. Media Public Records Requests
VIII. Internal Communications
IX. Appendices
    a. Media Relations Policy
    b. Social Media Policy
    c. Official Use of City Logo and City Seal
    d. Buckeye Police Department Media Relations
    e. Buckeye Fire-Medical-Rescue Department Media Relations

DRAFT

February 2024

I. Introduction/Overview

The city of Buckeye prides itself on providing the best quality of life for our residents and recognizes the best way to do that is with their input and feedback. Regular, consistent, concise and engaging communication with our residents, businesses and local organizations ensures their values and ideas are incorporated into the city's decision-making processes.

It also ensures transparency in Buckeye's city government, and two-way communication is paramount to our success.

Engaging with the community plays a critical role for the health and well-being of our city. The Communications Plan formalizes a clear direction for Buckeye's initiatives in public engagement and communication. Serving as the bedrock, this plan outlines optimal approaches to connect with diverse audiences. This encompasses crafting the core message, selecting suitable tools and determining the best delivery method, all to be executed by the Communications Office.

This Plan outlines the appropriate actions needed to assist the city with informing, engaging, connecting and interacting with our employees, residents, businesses and local organizations. Methods to continuously improve our communication tactics and tools are ongoing, and the city is committed to remain adaptive and responsive to the latest communication trends while following privacy and security protocols.

This Plan is not intended to infringe on an individual's ability to engage in the political process as private citizens. For employees, this generally means political activities occurring outside normal working hours while off duty, or during approved leave. For elected officials, this generally means that there is no use of public resources in taking a position. See, generally, Ariz. Rev. Stat. § 9-500.14; City Personnel Rules & Policies Manual §§ 350, 391(2); City Rules of Proc. § 3.2.

Communications Department

Buckeye's Communication Department (CD) is responsible for keeping our employees, residents, businesses and community leaders informed, aware and educated about numerous aspects of city business. This includes, but is not limited to, municipal government insights, programs, events, challenges, accomplishments, emergency information and crisis communication.

The CD's role is to provide complete, accurate and timely information to ensure residents are not only well-informed but also actively involved, which encourages input on their insights and concerns.

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Information is distributed in a variety of platforms – the city's website, social media channels, newsletters, telecommunication, publications, news releases and cable channel 11. In addition, the CD works closely with local, regional and national print and broadcast media organizations to distribute and convey the city's messages to a wider audience, when appropriate.

Staff from the CD are the main communicators for the city. Mayor, members of the City Council, the City Manager's Office and Department Directors can also speak on the city's behalf when requested, and if they are willing and available to do so.

The Buckeye Police and Fire departments also provide communication and public information services as a separate, but coordinated function with the CD. During a citywide emergency, both Police and Fire will work closely with the CD to create and disseminate critical information to our residents and the media.

When requested or needed, CD staff will work with city department directors to determine who is the best staff expert to represent the city to the media. It is strongly encouraged to have a member of the CD staff be present at all media interviews with Mayor, Council or city staff. This ensures accountability and accuracy for both the city and media outlets.

For public information and marketing campaigns requiring extensive public input, the department should coordinate with the CD a minimum of two weeks prior to the start of the initiative. This ensures proper public notice is provided through the various communication channels to maintain transparency and the time required for the creation, review and approval of marketing materials and other collateral before any campaign is launched.

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II. Goals & Objectives

• Ensuring the city is transparent in communicating important information to our employees, residents, businesses and community groups.
• Encourage participation in city projects and initiatives and receive valuable feedback from residents and their expectations of the city.
• Maintain Buckeye's reputation as an innovative and high performing organization.
• Utilize industry/city experts and improve coordination among the designated public information communicators in each department.
• Ensure outreach materials have consistent messages and meet the high standards for appearance and graphic design. This includes, but is not limited to advertisements, flyers, social media graphics, webpages, advertisements, newsletters and special event materials.
• Continuously improving and updating the city's website to enhance viability/responsiveness across multiple platforms and devices and for ADA compliance.
• Follow emerging trends for social media and implement when appropriate to increase reach of city messages to all audiences.
• Utilize social media, surveys and public meetings to give residents and employees a voice and enhance their feelings of connection.
• Educate employees and residents about the municipal processes and encourage participation.
• Invite and encourage residents to become involved with city business and decision-making processes by fostering personal interaction among city staff, Council so they feel connected and involved.
• Inform residents and employees about opportunities to get involved in events, projects and processes to participate and stay informed.
• Promote the positive attributes of Buckeye and highlight award winning city services and professional achievements.
• To establish efficient communication channels for distributing timely and accurate information during emergencies and crises, helping to manage public perception and response.

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III. Guiding Principles

Buckeye's Communication Plan is designed to provide the best and most responsive service to our employees, residents, businesses, the media and visitors to the city. It is also guided by the following principals that support effective communication in municipal government.

Telling Our Story
No matter the subject matter, telling our story to employees, residents, businesses and the media demonstrates transparency and accountability. The CD will provide the most accurate and reliable source for city information. Well informed residents and employees have more faith in their city government and are more likely to participate in outreach effects, providing valuable input and direction to Council about decisions impacting their homes, street, neighborhoods and overall quality of life.

Proactive Approach
Buckeye takes the responsibility of initiating communication and dialogue with our residents seriously. This approach has a much greater impact to our community instead of reactively responding to issues and events after they occur.

Centralized Messaging
Having one place of contact, the CD, to support the city's overall message ensures consistent, focused messaging from individual city departments, city management and elected officials. This style also creates a team approach when responding to residents, businesses or media inquiries and can encourage additional participation from the community.

Open, Two-Way Communication
It's imperative that any messages shared with the community are also shared within the organization. This enhances the centralized message principle and allows employees to foster dialogue with our residents.

IV. Target Audiences

Identifying Buckeye's target audiences is the foundation of Buckeye's communication. They include:

- Residents of Buckeye
- City Employees
- Visitors
- News Media – print, broadcast and social media
- Community Partners – local municipal governments and agencies, state and federal legislators, HOAs, educational institutions, Luke Air Force Base, agribusiness, and businesses and developers with a presence in Buckeye.

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V. Emergency and Crisis Communication

Buckeye has experienced a variety of emergencies and crises over the years, mainly related to heat and monsoon storm activity, that threatened the overall health and welfare of the city. Of course, other types of emergencies can arise as well. No matter the reason for the event, all communication tools described in this Plan will be utilized to communicate with the public, media and other government agencies to ensure the safety of our residents.

The CD will work closely and collaboratively with the Emergency Manager and Police and Fire Public Information Officers to provide timely information to the community and media before, during and after an event. All city personnel will follow FEMA/NIMS guidelines to communicate to our target audiences both at home and in the workplace.

As information is released, the CDs staff will work from either an on-site or virtual Joint Information Center with other communicators from Buckeye's Police and Fire departments, other jurisdictions and organizations, City Management and other city departments, to provide timely and concise information throughout the course of the event.

Communication Tools

City website – www.buckeyeaz.gov – is the one-stop site to learn about all aspects of the city. This includes news items, department information, city meetings and events, meeting minutes and agendas, reports, documents, programs, services, links to social media channels, sign-up for newsletters and online forms to contact staff or report concerns.

Social Media

- Facebook
  - City
  - Library
  - Recreation
  - Community Center & Senior Programming
  - Special Events
  - Fire
  - PD
  - Council District 1
  - Council District 2
  - Council District 4
  - Council District 6
  - Mayor
  - Buckeye Valley Museum
  - Skyline

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- Instagram
  - City
  - Recreation
  - PD
  - Fire
  - Council District 1
  - Council District 2
  - Council District 4
  - Council District 6
  - Special Events
  - Library

- X (f/k/a Twitter)
  - City
  - PD
  - Fire
  - Recreation

- YouTube
  - City
  - Fire
  - PD
  - Library

- Nextdoor
  - City
  - PD

- LinkedIn
  - City

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News/Press Releases – the main tool used to inform the print and broadcast media on city news, special events, engagement opportunities, etc. that are issued exclusively by the CD, PD and Fire.

Publications – Eye on Buckeye is produced monthly and is mailed to all Buckeye residents and posted on the city's website. Four of the editions (Feb., May, Aug. and Nov.) are produced by the Community Services Department to inform residents on the upcoming programs, classes and event schedules for the quarter. The remaining eight editions are produced by the CD and showcase timely topics, the State of the City, and/or specific city departments.

Electronic Newsletters – Numerous newsletters are distributed by the following departments:

- Communications Office
- Community Services (events, library, parks and recreation)
- Economic Development
- Public Works
- Mayor's Office
- Development Services

Cable Channel 11 – Replays of the weekly live broadcasts of City Council and Planning and Zoning Commission meetings are broadcast on Buckeye's City Cable Channel 11. Other content programmed includes the majority of informational videos produced by the CD. Buckeye also programs and shares relevant content from other cities in the metro area, and content from other county and state agencies too.

ByteDance Ltd., a/k/a TikTok – Due to cybersecurity concerns, the City will not post content in the TikTok medium. As of April 4, 2023, State of Arizona Executive Order 2023-10 banned TikTok from state-owned information technology and devices.

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VI. Media Public Records and Other Matters Requests

A member of the media is defined as news reporters and press photographers who hold valid press identification credentials. These include freelance journalists, photographers, or anyone who collects, prepares and presents material professionally to present to the public, and/or is a member of a professional journalist association.

"Public Records" is not defined in Arizona State Statute, though Ariz. Rev. Statute § 39-121.01(B) requires officers and public bodies to maintain records including records defined in Ariz. Rev. Stat. § 41-151. "Records" are defined as follows: "all books, papers, maps, photographs or other documentary materials, regardless of physical form or characteristics . . . made or received by any governmental agency in pursuance of law or in connection with the transaction of public business and preserved or appropriate for preservation by the agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations or other activities of the government, or because of the informational and historical value of data contained in the record." Ariz. Rev. Stat. § 41-151(2)(a).

Further, Ariz. Rev. Stat. § 39-121 provides that "Public records and other matters in the custody of any officer shall be open to inspection by any person at all times during office hours."

When a member of the media requests public records or other matters ("media records request"), it is typically done directly via email to the CD. The city's website also has a link for the media to request public records. These requests also go directly to Communications staff member's email.

All media records requests are managed by the CD to ensure only the information requested is provided to the requestor. Communications staff will contact the appropriate city department that houses the information being requested and will manually upload the request and documentation to the electronic public records request database (currently, GovQA).

Once documentation is provided, it is assigned to the City Attorney's Office for review. On completion of the review, the lawfully responsive information will be sent to the reporter either through email or a secure folder on OneDrive.

Important tips to remember:

- All media records requests must be completed in a prompt manner, taking into consideration the circumstances of the request, such as scope and/or resulting number of records generated from the request.

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- It may be appropriate to try to narrow the request. If the scope of the request is broad-based, it is recommended to ask for clarification and then narrow the scope of the request whenever possible.
    - All communication with members of the media should be done in writing for documentation purposes.
- If the city does not have a document containing the information being requested, we are not required to create a new document.
    - However, if the document can be produced with a simple query, the city is obligated to produce the records being requested.
- All records provided to the media should be in a non-editable, PDF format, unless a specific format is requested.

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VII. Internal Communication

Internal communication with city employees provides them with opportunities to understand the organization's objectives and initiatives. It enables our staff to comprehend their role within the scope of the city's programs and how their contributions directly impact the city's goals and objectives. Moreover, it equips employees with the means to convey the city's achievements and messages to their personal circles, friends, family, neighbors, fellow residents and colleagues within the municipality.

Currently, Buckeye provides several methods to communicate with employees:

- All employee emails
- Weekly electronic newsletters (The Buzz – sent to all employees)
- Buckeyepedia (intranet site)
- Employee Forums (held annually)
- If I Were in Charge (quarterly meetings with the city's Executive Team)
- National Employee Survey
- Microsoft Teams

All employee emails have the ability to reach each employee based on their work schedule. Only certain city staff are able to send emails to all employees (a/k/a email blast):

- City Manager
- Deputy City Managers
- IT Director
- HR Director
- Communications Dept. staff

Content for sending emails to all employees includes:

- Urgent news
- Official city announcements
- Critical IT messages
- Employee benefit information
- Health and Wellness programs

To maintain the importance and validity of sending all employee emails, the information being conveyed must impact a minimum of 75% of all city employees. The IT Department has created a variety of employee/department distribution lists to assist in targeting specific employees and departments about city events that may impact them directly.

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Service Level Agreement for Photo, Video and Graphic Requests

To help manage the increase in requests for video services and graphic designs, a Service Level Agreement (SLA) is effective as of January 1, 2024. This SLA outlines the expectations and responsibilities for the provision of graphic design and video production services by the CD to other departments within the city. This agreement ensures that the quality, timeliness and efficiency of services are maintained to support the various communication needs of the city's departments.

All third-party contract photographers, videographers and graphic designers must be approved by the CD.

Regardless of the origin or source, every photo, video, and graphic image must be produced to city standards and approved by the CD before being made public.

Scope of Services

The CD will provide the following services to other city departments:

- Graphic Design Services: Creation of visually appealing and informative graphics for various communication materials, including but not limited to brochures, flyers, social media posts and presentations.
- Video Production Services: Production of high-quality videos for promotional, informational and educational purposes, including shooting, editing and post-production work.

Responsibilities

Buckeye Communications Department:

- Ensure the availability of skilled graphic designers and video production personnel to fulfill requests in a timely manner.
- Review and understand the requirements of each request to ensure accurate and effective design and production.
- Maintain open communication channels with requesting departments to clarify requirements, provide updates and address any concerns.
- Adhere to city branding guidelines and standards in all design and video production work.
- Provide regular training and professional development opportunities for department staff to enhance their skills and stay updated with industry trends.

Requesting Departments:

- Provide clear and detailed information and outline about the deadline, scope, purpose, target audience and any specific requirements for each graphic design or video production request.
- Designate a point of contact for each project who can provide timely feedback and approvals.

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- Provide sufficient lead time for larger or complex projects to ensure quality and timely delivery.
- Review and provide feedback on drafts and prototypes in a timely manner to avoid delays in the production process.

Turnaround Times
The CD is committed to providing efficient services while ensuring the quality of work. Project request turnaround times will vary, depending upon the project complexity and workload, determined by the CD. The CD will have the final say on the project-delivery timeline.

The following are the general turnaround times for different types of requests, used for example only:
- Simple Graphic Design: Up to five business days
- Complex Graphic Design: To be determined on a case-by-case basis
- Short Video Production (up to two minutes): Up to five business days
- Long Video Production (over two minutes): To be determined on a case-by-case basis

Quality Assurance
All graphic designs and video productions will undergo a quality review process within the CD to ensure alignment with city branding, accuracy of information and overall visual appeal. The CD will have the final say when the project meets the city standards and is ready to be delivered. If the project requested is a training video, the CD will work with the requestor to make sure all required information is featured and easily understood.

Amendments and Review
This SLA will be reviewed annually and updated as needed to reflect changes in services, processes or expectations. Any amendments to this SLA will be communicated to all relevant parties in a timely manner.

Contact Information
For all graphic design and video production requests, please contact:
graphicdesigngroup@buckeyeaz.gov

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VIII. Appendices

Media Relations Policy

The city of Buckeye is an established and highly respected community, with a reputation for providing excellent professional services and a strong relationship with our residents. While providing various residential services, including (but not limited to) police, fire, utility and recreational activities, the news media is frequently interested in covering the city of Buckeye.

As a city, we have a responsibility to be open and responsive to media requests. The media is one of the many ways our residents and business partners build their individual perceptions of Buckeye and the work we do in the community we serve.

This policy does not include PIO services from the city's Police or Fire Department. They provide a separate emergency function with their own PIO policies and functions. However, these departments are required to provide updates to the Communications Director or designee when citywide situations and emergencies involve multiple city departments.

Purpose

The purpose of this policy is to guarantee that all information released by the city of Buckeye adheres to principles of timeliness, accuracy, comprehensiveness, authoritative and relevant across all dimensions of the city's operations. Adherence to this policy aims to establish a reliable, effective and streamlined structure that expedites the prompt distribution of information in a precise, efficient manner.

Scope

This media policy applies to all employees of the city of Buckeye, volunteers for the city of Buckeye, groups representing the city of Buckeye (including groups and non-profits receiving city funds) as well as elected officials, vendors and contracted services. This policy extends its coverage to all forms of external news media including broadcast, electronic, print and social media.

Designation of City Spokesperson

The Communications Department's Director, Deputy Director or Public Information Officer (PIO) are designated as the city's principal media contacts and spokespersons. They each have specialized knowledge in media relations and will evaluate media inquiries to determine the best way to provide information relative to other information that may not be public.

The Director, Deputy Director and/or PIO will convey the city's official position on issues of significance or situations that are particularly controversial or sensitive in nature.

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Among CD's responsibilities:

- Increase public awareness and understanding of the city of Buckeye, the services that we provide our community and our future prospects for growth.
- Promote a positive public image of the city and the work we accomplish to the audiences that are important to the city, which includes existing and prospective residents, employers and businesses as well as government officials, investors and our industry peers.
    - Depending on the situation, an individual external to the PIO may be asked to be a spokesperson on a particular issue due to their knowledge, experience and expertise.
    - The Director and/or PIO will work with that designated spokesperson to prepare them for the media interview as needed. Preparation may include developing talking points as well as counseling, training and practicing for the interview.

Guidelines for Talking with the Media

A reporter, producer or other news media may contact you for a number of reasons, for example:

- For details or information about the city of Buckeye
- A recent unexpected event such as natural disasters, thefts or arrests, accidents or injuries; resident or disgruntled employee complaints, federal, state, or local regulatory actions, etc.
- Comment about an action or event that could impact Buckeye, new competitive entrants, new product launches, changes in government or city policies.
- General information on a topical story in our community such as changes, problems or issues specific to the community or neighborhood you serve, etc.

Any media inquiry should be referred to the CD.

- Please do not say you are not allowed to talk to a reporter or must get permission to do so.
- Instead, tell the reporter: "Please contact the city's Communications Director at 623-695-3122. They will be happy to get you the information you need and meet your deadline."
- If you are contacted directly by a reporter, remember the same courtesy and professionalism in which we approach residents/customers should be displayed toward the media.
- This could be the reporter's first impression of the city and may end up in the story published or the news segment broadcast.

If you have been approached by a member of the media, please remember to contact the CD. Even though you referred the media to the CD, the Director and/or PIO will need your help to prepare a response.

- Do not let a reporter compel you to answer questions on the spot.
- It is always beneficial to prepare in advance for any media interview to provide accurate and relevant information.

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Guidelines for Photographs and Film

A similar process described above will be used when someone from the media is requesting permission to take photographs or to film inside our facilities.

- Please refer the caller to the CD.
- Access to non-public city facilities for photos or video requires approval from the department director, Communications Director and/or PIO.
- Approval cannot be granted until the department director and/or city manager are notified.
- This is a joint decision between the departments and city manager's office.
- Decisions will be based upon a number of considerations including but not limited to:
    - What does the city of Buckeye have to gain from the photo and filming?
    - How much disruption will this cause to operations?
    - What is the age and condition of the facility being photographed?
    - Does the facility look "picture perfect"?

A reporter or camera crew may show up unannounced at your facility. This is most likely to occur in crisis situations at one of our facilities or within one of the communities we serve. Or it could occur if the media learned about an event at your facility from an external source who has organized a demonstration or boycott.

Please know that the CD will not send the media to any city facility without prior approval by the facility manager or director.

When dealing with reporters and camera crews who show up unannounced, the facility manager and staff should act with the same courtesy and professionalism as we approach customers. Please contact the CD immediately and let them know which news source is there. The Director and/or PIO will contact the camera crew's newsroom or the print photographer's editor for clarification.

Since most of our facilities are public, this will only apply to the secured buildings or areas. Members of the public, including media, have the right to audio- and/or video-record ("record") common areas open to the public. Examples include public parking lots, the lobby of City Hall, courtyard, walkways, city parks and Utility Billing lobbies.

The following guidelines should be used when television camera crews or print photographers show up unexpectedly at your facility.

- Although the media will not be prevented from photographing or filming the exterior of our facilities, it may be appropriate to reach out to their newsroom and/or editors for clarification.
- The media can enter public areas and public buildings but must obtain permission in advance to record in secured areas within public areas/buildings.

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- The media cannot block the entrance to our facility or prevent people from entering our facility or conducting business as usual.
- We can inform the media if our residents complain about the inconvenience caused in the parking lot or walkways.
- Be courteous and friendly, but also remember that no matter how congenial or affirming the reporter, photographer or camera crew are, everything you say and do may be observed and reported by the media representative who is trying to make the facility come alive for his/her audience.

Guidelines for Seeking Media Coverage

In circumstances in which you believe you have a positive news story to share with the public, please contact the CD. This is the only department authorized to distribute official city news releases, pitch coverage of events or hold news conferences (except for Fire and Police Departments).

- Do not call a reporter directly without first consulting the Communications Director and/or PIO.
- The Director and/or PIO will work with you to gather information and determine if and how the news media should be contacted. Similar measures used by editors and reporters will be considered to determine if your story is newsworthy.
- Some news items may be more appropriate for publicity in city's employee newsletter, our website, social media outlets, utility billing statements, community calendars or other forms of employee communications.

These guidelines also apply to our Mayor, Council, staff and third-party vendors or contracted services.

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Social Media Policy

Purpose
To create guidelines for the establishment and use of social media sites by the city of Buckeye as a means of conveying information to members of the public and city employees.

The intended purpose of city maintained social media sites is to disseminate information from Buckeye about the city's mission, meetings, activities, programs, events and current issues to members of the public.

Buckeye has an overriding interest and expectation in protecting the integrity of the information posted on its social media sites and the content that is attributed to the city and its officials.

Definitions
"Social media sites" means content created by individuals, using accessible, expandable and upgradable publishing technologies, through and on the internet. Examples of social media include, but are not limited to, Facebook, X, Instagram, YouTube and LinkedIn.

"City social media sites" means social media sites which the city establishes and maintains and has control over all postings and content. City social media sites shall supplement, and not replace, the city's standard methods of communication.

"Post" or "posting" means information, articles, pictures, videos or any other form of communication posted on a city social media site.

General Policy
- The city's official website at www.buckeyeaz.gov (or any other domain owned by the city) will remain the city's primary means of internet communication.
- Each City Council District's social media site serves as the official means of internet communication for the City Council representative and is maintained by the CD.
    - City Boards, Commissions and Committees are not permitted to have social media sites
    - The establishment of any city social media site is subject to approval by the Communications Director or CD's designee
    - A city official also may elect to maintain their own personal social media site, which is not maintained or supported by the CD.
- Upon approval, each city social media site shall display the city's name and/or official Buckeye logo.
- Content on city social media sites is subject to oversight by the CD.

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City social media sites shall clearly state that such sites are maintained by the city and that the sites comply with this policy.

- Whenever possible, content posted on any city social media site shall link back to the city's official website for forms, documents, online services and other information necessary to conduct business with the city.
- The CD reserves the right to terminate or suspend any city social media site at any time without notice.
- All city social media sites shall comply with usage rules and regulations required by the site provider, including privacy policies.
- The city's Social Media Policy shall be displayed to users or made available by hyperlink.
- All city social media sites shall adhere to applicable federal, state and local laws, regulations and policies.
- City social media sites are subject to the Arizona Public Records Law. Any content maintained on a city social media site that is related to city business, including a list of subscribers, posted communication and communication submitted for posting, may be considered a public record and subject to public disclosure.
- Employees representing Buckeye on city social media sites shall conduct themselves as a professional representative of the city at all times, and in accordance with all city policies.
- All Buckeye social media sites shall use authorized city contact information for account set-up, monitoring and access. The use of personal email accounts or phone numbers by any city employee is not allowed for the purpose of setting-up, monitoring or accessing a city social media site unless necessary to use a certain social media site and approved by the CD Director or their designee in writing.
- No communications made with the city through any city social media sites shall be deemed as official public comment or legal notice to the city or any of its agencies, officers, employees, agents or representatives, where the official posting of a notice is required by any federal, state or local law, rule or regulation. Any such comment or notice shall be submitted to the city as ordinarily prescribed, and not through city social media sites.
- **The CD has authority to change, modify or amend all or part of this policy at any time.**

Content Guidelines

The content of city social media sites should only pertain to official city-sponsored or city-endorsed programs, services and events. Content includes, but is not limited to, information, photographs, videos and hyperlinks.

Whenever possible, content posted to the city's social media sites must contain hyperlinks directing users back to the city's official website for in-depth information, forms, documents or online services necessary to conduct business with Buckeye.

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The city has full permission or rights to any content posted by the city, including photographs and videos.

Any employee authorized to post items on city social media sites shall review, be familiar with, and comply with the social media site's use policies and terms and conditions.

City social media pages must be monitored regularly for comments and questions from the public and responded to in a timely manner. The comment feature must remain operational at all times for all posts.

If disparaging and/or inappropriate comments or remarks are made on a post from the public, the employee authorized to post and monitor their social media site must notify their supervisor and the Communications Director as soon as possible. The CD will address such situations like these on a case-by-case basis.

At no time may a city employee delete or hide a comment.

Any employee authorized to post items on any of the city's social media sites shall not express his or her own personal views or concerns through such postings. Instead, postings shall only reflect the views of the city.

Postings must contain information that is freely available to the public and not be confidential as defined by any city policy or ordinance, or state or federal law.

Postings must NOT contain any personal information, except for the names of employees whose job duties include being available for contact by the public.

Postings to city social media sites must NOT contain any of the following:

- Comments that are not topically related to the particular posting being commented upon.
- Comments in support of, or opposition to, political campaigns, candidates or ballot measures.
- Profane language or content.
- Content that promotes, fosters, or perpetuates discrimination based on race, creed, color, age, religion, gender, marital status, or status with regard to public assistance, national origin, physical or mental disability or sexual orientation, as well as any other category protected by federal, state, or local laws.
- Sexual content or links to sexual content.
- Solicitations of commerce.
- Conduct or encouragement of illegal activity.
- Information that may tend to compromise the safety or security of the public or public systems.

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- Content that violates a legal ownership interest of any other party.
- Defamatory statements, or threats of violence or injury to any person, property, or organization.

These guidelines shall be displayed to users or made available by hyperlink on all city social media sites. Any content removed based on these guidelines must be done so by the CD or CD's designee and must retain the time, date and identity of the poster, when available.

Except as expressly provided in this Policy, accessing any social media site shall comply with all applicable city policies pertaining to communications and the use of the internet by employees, including email content.

Content Management
The city is committed to serving the online community in a civil and unbiased manner.

All comments or postings related to the city social media sites will be subject to monitoring by the city's Communications Director and/or the CD's designee.

Any content by a member of the public sent to, published or posted on or through city social media sites, including without limitation a post or a response to any city post or comment, is the opinion of the commenter or poster alone, does not imply endorsement of or agreement by the city, and the city disclaims liability for any such content.

Any city employee, volunteer or official who finds content on or through city social media sites that is potentially inappropriate or inconsistent with this Policy will notify the Communications Director or the CD's designee, who will consult with the city's legal counsel for direction on further handling of the potentially inappropriate or inconsistent content to ensure compliance with the Policy.

Buckeye disclaims any and all responsibility and liability for any materials that the city deems inappropriate.

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Official Use of City Logo and City Seal

Purpose
The city protects its brand, image and reputation associated with Buckeye's logo and official city seal by governing its limited use by third party entities in a professional and consistent manner.

City Logo
Buckeye's logo and official city seal are exclusive property of the city of Buckeye and represents the city's distinct brand and reputation for excellence and innovation in municipal government and public service.

The city logo is used exclusively for official city communications, merchandise, facilities, signage, events, services, business cards, stationery, letterhead, literature, advertisements, website, social media posts.

There are limited circumstances where third parties may be granted permission to use the city logo, to be determined on a case-by-case basis. These include, but are not limited to, outside vendors, contractors, media, event sponsors, program partners, etc. Use of the city logo must be approved by the city's CD prior to its use and cannot compromise the integrity of the logo.

The Communications Director or designee shall consider the following criteria of a third-party entity's request to use the city logo:
- Demonstrate commitment to the city's mission and core values
- Financial viability
- Impact to city services, operations, assets and resources
- Media exposure
- Economic impact
- Other relevant criteria as determined by the Communications Director or designee

The use of Buckeye's logo does not imply endorsement of sponsorship of any kind.

Buckeye's city logo cannot used in the following situations under any circumstance:
- Advocates or promotes the sale or use of tobacco, alcohol, controlled substances, firearms, weapons, pornography, obscenity, indecency or other materials that contradict the city's core values
- Religious messages or beliefs
- The promotion, support or opposition of any political candidate or ballot measure
- Use in any way that denigrates the city of Buckeye, its operation, officers, agents or employees

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Colors
The following color formats are the only city logo colors allowed:

- The lower "mountain" is in a color named Burnt Orange and is PANTONE Orange 021C
- The higher "mountain" design is in a color named Sedona Red and is PANTONE 1805 C
- The letters are in Grey and are 70% Black
- CMYK Values:
    - Burnt Orange: C=0 M=80 Y=95 K=0
    - Sedona Red: C=15 M=100 Y=90 K=10
    - The logo can also be either all white or all black

When using the city logo, the following criteria must be followed:

- Re-typesetting the logo is not allowed
- Only approved colors can be used for the logo
- Scale the logo proportionally in the same aspect ratio that was provided
- The logo should be free from any graphic designs surrounding the logo (i.e., a box or outline)
- Ensure the logo is clearly visible without clutter from other graphics
- The logo should never be smaller than 150 pixels x 150 pixels, or ¾" printed

City Seal
The city seal is used exclusively for documenting official city business and can only be used by the Mayor, Council and City Clerk's office. Any other use of the city seal requires approval from the City Manager and Communications Director.

Compliance
Buckeye reserves the right to prohibit the use of the city logo if it determines the use of the logo, whether unintentional or otherwise, is not in compliance with these policies and procedures. Employee, vendors, contractors, etc. agree to take immediate action if requested to remove the logo and/or revise the materials in a timely manner.

Any questions regarding the use of the Buckeye city logo or seal should be directed to the Communications Director or designee.

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Buckeye Police Department
Media Relations and Public Information
Policy 346 Issued 03/23/2015, Revised 12/13/2022

346.1 PURPOSE AND SCOPE

This policy provides guidelines for media releases and media access to scenes of disasters, criminal investigations, emergencies and other law enforcement activities.

346.2 POLICY

It is the policy of the Buckeye Police Department to cooperate fully and impartially with the news media in fulfilling its responsibility of informing the public of events within the public domain that are handled by or involve the Police Department to the extent permitted by law.

346.3 AUTHORITY AND RESPONSIBILITY

I. It will be the responsibility of the Chief of Police, or Public Information Officer (PIO), to control the release of information to the media and public. This responsibility will include, but is not limited to:

A. Assisting media personnel in covering routine media stories and at the scenes of incidents.
B. Providing on-call availability for news media by way of pre-arranged telephone listings with the Public Safety Communications Center.
C. To arrange and assist at media conferences.
D. Coordinating and authorizing the release of information concerning confidential department investigations and operations.
E. Approve the release and dissemination of department media releases.
F. Coordinate and authorize the release of information about victims, witnesses and suspects.
G. Providing guidelines for the use of social media by the department.
H. Assist in crisis situations within the department.

346.4 INFORMATION RELEASE GUIDELINES

I. All information released through media review of interviews or press releases shall be made in accordance with this Policy and applicable state and federal statutes pertaining to freedom of information.

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II.The following information may be released unless otherwise restricted herein or restricted by Court Order, Case Law, or the Freedom of Information Act:

A. The type of nature of an incident.
B. The approximate location (what hundred block, apartment complex, etc.), date and time, injuries sustained, damages, and a description of how the incident occurred.
C. The amount and type of property taken, including value when known.
D. Casualty figures, to include known dead or injured, may be released.
E. To announce the fact of arrest, including the names of adults arrested, time and place of arrest, resistance, pursuit, and use of weapons.
F. The fact that a juvenile has been taken into custody, including sex, age and substance of the charge.
G. Numbers of officers, or people, involved in an event or investigation and the length of the investigation.
H. To announce an arrestee's name, age, description, residence, employment, and marital status.
I. The substance or text of the charge as contained in a complaint, warrant or indictment.
J. Amount of bond, scheduled court dates, and place of detention.
K. To announce the scheduling or result of any stage in the judicial process.

III. The following information may not be released without the approval of the Chief of Police, or designee, prior to the release:
A. Any information concerning litigation, complaints, charges, or other action pending against any member, members or persons attached to the Department.
B. The prior criminal record or statements as to the character and reputation of a defendant.
C. The existence or contents of any purported confession, admission, or statements given by the defendant or refusal or failure to make such a statement.
D. The performance or results of any tests or examination, or refusal, or failure to take such a test or examination, particularly related to the polygraph.
E. The name, address, identity, or credibility or any prospective victim or witness to the crime.
F. To make an announcement, at the time of seizure, of any physical evidence other than a confession, admission, or statement, which is limited to a description of the evidence seized.
G. Any information surrounding any juvenile investigation, incident, or arrest other than specified in this Policy under Information Release Guidelines.
H. The identity of any critically injured or deceased person prior to the notification of next of kin; (Exception will be when notification has been attempted but is not possible within a reasonable time as determined by the Chief of Police or designee).
I. Investigative information and information of an evidentiary nature.
J. The specific cause of death until determined by the county coroner or medical examiner.

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K. Valuables or cash overlooked by crime perpetrators.
L. Contents of suicide notes.
M. Opinion not founded in fact.
N. Relating to the merits of the case.
O. Information concerning confidential department investigations and operations.

346.5 PROCEDURES FOR MEDIA RELEASES

I. Official Department media releases may be prepared and provided to the media for the following classification of incidents/events:

A. All class1 felonies.
B. Multiple arrest incidents e.g., controlled substances and/or alcohol.
C. Traffic accident involving serious injury or death.
D. Any incident in which a Shift Supervisor or Command Staff Officer determines that the most appropriate method of announcement is the press release.

II. The PIO, or designee, shall be responsible for the preparation of any media release that is publicizing an event or incident meeting media release criteria.

III. The Chief of Police, or designee, shall review and approve the release and dissemination of all Department media releases.

IV. If it is determined that it is in the best interest of the Police Department that only a formal media release be issued regarding an incident/event, no other statement will be released without the approval of the Chief of Police.

V. A master file of all Department media releases will be maintained by the office of the Chief of Police.

VI. Media releases may be placed on the main counter of the Police Department lobby.

VII. When appropriate, media representatives from the local newspapers, radio, and television stations will be notified of the release of official media releases.

VIII. Media releases shall be utilized to officially release newsworthy information concerning promotions, projects, programs, or other activities of the Department.

346.6 PROCEDURES FOR MEDIA REVIEW OF OFFENSE/INCIDENT REPORTS

Requests by the media regarding additional information related to specific Department reports, bulletins, etc., shall be referred to the PIO, or designee.

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346.7 MEDIA CONFERENCES

I. Formal live media conferences will be conducted in the Council Chambers or other area as determined by the Chief of Police or designee.

II. The PIO, or designee, shall be the official Police Department spokesperson at all media conferences.

346.8 ON-SITE MEDIA ACCESS/MEDIA RELEASE BY SQUAD SUPERVISOR

I. Generally, all media releases will be made at the Police Department.
II. In the event of major fires, natural disasters, major crime scenes, etc., the Department will make every effort to allow media access for photographs and television within limitations of public safety, civil rights restrictions and crime scene integrity.

A. The Department will designate a specific on-scene area for the media. The PIO, or designee, will be available at the on-scene area to answer questions and release statements.
B. In the case of announced major events such as demonstrations or large-scale catastrophes, the Department will designate a specific on-scene area for the media. The PIO will be available at the on-scene area to answer questions and release statements.
C. News Media Notification

1. The PIO is responsible for the release of information to the media. The Patrol Squad Supervisor may contact the media to provide it with non-criminal related information that is of public interest in the absence of the PIO. Such public service media releases will be limited to the following:
   a. Street closures/traffic conditions.
   b. Hazardous conditions/areas.
   c. Power failures.

346.9 MULTIPLE AGENCY INCIDENTS REQUIRING MUTUAL RESPONSE

I. Information involving the Buckeye Police Department may be released according to guidelines set forth in this Policy unless such release would affect other agencies in the performance of their duties.

II. Information requests that affect other agencies or city departments shall be referred directly to the affected agency or department. This requirement shall not be used to avoid or defeat media access to information that is within the purview of the Buckeye Police Department.

DRAFT

346.10 EMPLOYEES IN THE MEDIA (ELECTRONIC/ WRITTEN)

I. All requests from the media to have Department personnel participate in films, advertisements, feature stories, or public appearances must be made through the PIO and require prior approval from the Police Chief.

A. The PIO or his/her designee will facilitate the contact between the Department personnel and the media.
B. This policy does not apply to employees at crime scenes who have been given verbal approval by the Police Chief, the PIO or their designee to release information in accordance with this policy.

II. If an employee is confronted/ contacted with questions or probes of a controversial nature, the employee will refer the matter to a supervisor and contact the PIO.

346.11 POLICY DEVELOPMENT

I. It is the responsibility of the PIO to provide a copy of this Policy to all media representatives/agencies that have a media coverage interest in the City of Buckeye.

II. Media representatives are encouraged to participate in the process of developing policies and procedures relating to the media and make recommendations to the PIO to improve existing policy.

III. It is the Police Department's intent to maintain a good rapport with the media and to develop a professional and viable working relationship.

346.12 TRAINING

I. Any Police Department member officially assigned as a PIO shall receive the appropriate training for the position.

346.13 ACCREDITATION PUBLIC COMMENT

II. At least annually, the Police Department shall post, for a period of at least 60 days, a notice to the service community announcing the availability of the CALEA public access portal to allow for comment on the performance of the agency.

A. Posting may be accomplished through a link on the City/Police Department web page, social media postings, etc.

DRAFT

This Order supersedes all previous written and unwritten policies of the BUCKEYE POLICE DEPARTMENT on the above subject.

By Order of,

Larry Hall
Chief of Police

DRAFT

Buckeye Fire and Medical Rescue Department (BFMRD)
Media Relations Policy

8675309.1 PURPOSE AND SCOPE

It is the intent of the BFMRD to provide the citizens we serve and our internal stakeholders with an accurate and up-to-date information stream in respect to our activities. This information stream can include, but not limited to, emergency operations, response(s), community service and community risk reduction. In addition, the BFMRD's public information initiatives shall support and work in-concert with the overarching mission and initiatives of the city of Buckeye's Communications Department.

8675309.2 DEFINITIONS

Social media – Web/App based platforms such as Facebook, Instagram, Twitter, Nextdoor, etc.

News media – Organizations whose purpose is to report what is considered news and/ or current events and activities. These include printed publications, television network productions, radio productions and both affiliated and non-affiliated web-based publications.

News/Press release – An official statement published to members of the news media for the purpose of providing information, crafting an official statement, or making an announcement directed for public release.

Statement – A comment made in an official capacity on behalf of the BFMRD. This can be provided via multiple forms of communication not limited to recorded audio and video, streaming interview, messenger applications, email and social media posting.

8675309.3 POLICY

It is the policy of the BFMRD to fulfill those duties that define our purpose and scope in a timely and factual manner. Furthermore, it is the policy of the BFMRD to utilize the following criteria when issuing statements in any form:

- Whenever possible, make general statements and avoid giving deep detail on the scene of an emergency incident.
- Avoid elaboration. Keep statements generally short, clear, concise and factual.
- Avoid making statements that give direct insight into the identity of a patient or victim involved in an emergency incident. i.e., state "an SUV with multiple occupants struck a utility pole," instead of "a family of four, parents aged 38 and 41, their six-year-old son, and four-year-old daughter from South Verrado struck a utility pole."

DRAFT

- Avoid releasing information in regard to a patient's medical status. Stating that a patient has been rescued and/or transported to a medical facility is generally ok. Past that, ensure all privacy and HIPPA considerations are being met.
- If a patient has been transported by another agency, either medical or incarceration, we are unable to comment on their status. This includes those situations where BFMRD personnel are assisting with patient care.
- Avoid answering inquiries into statements made by another individual or another agency. If asked, refer the question to the agency that made the statement. i.e., "I cannot comment on that statement made by DPS. Please refer to them for clarification."
- If you are unaware or unsure of situational details, state this. It is always better to articulate this than make an inaccurate statement.
- Whenever possible, avoid making statements related to a fatality, or in regard to minors. Statements like this are best left to other agencies, i.e., law enforcement.
- For a News/Press release, contact the BFMRD PIO or the city's PIO as they are the only authorized city employees to issue Press Releases to the media.
- For non-emergency information, contact the PIO (BFMRD or city) for guidance prior to granting a request for information or an interview on behalf of the BFMRD.
- Only the Fire Chief, their designee, the PIO, and the city of Buckeye Communications Department staff are authorized to generate a social media posting on behalf of the BFMRD.

8675309.4 CONSIDERATIONS

- In one way or another, each member of the BFMRD provides public information, both on and off duty.
- Do your best to ensure the information you provide on behalf of the BFMRD is consistent with the message the BFMRD routinely publishes.
- When on duty, always assume you are being recorded and treat every news camera as if it is live streaming.
- Any statement you make in an official and unofficial capacity could be used by the media.
- Whenever possible, collaborate with a designated law enforcement PIO on scene of an emergency incident. This ensures the appropriate agency relays the appropriate message.
- In addition to the BFMRD PIO, consider requesting assistance from the city of Buckeye's PIO for both the development and distribution of an information release.
- There are nearly unlimited types of questions and requests that can be asked of you. Always consider requesting guidance.

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CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/06/24	**AGENDA ITEM:** 4.B. PW - Increase the current not-to-exceed amount of the Cooperative Contract Purchasing Addendum, Contract No. 2024004, with San Tan Ford.
DATE PREPARED: 02/05/24	**DISTRICT NO.:**
STAFF LIAISON: Bret Hodne, Public Works Director, bhodne@buckeyeaz.gov, (623) 349-6801	
DEPARTMENT: Public Works	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Change Order No. 1 to the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024004 between the City of Buckeye, an Arizona municipal corporation, and San Tan Auto Partners, LLC, dba San Tan Ford, for the purchase of light and medium duty vehicles; and authorize the City Manager to execute and deliver said Change Order on behalf of the City.

SUMMARY

PROJECT DESCRIPTION:
Fleet Management is seeking Council's authorization to increase by $400,000.00 CCPA No. 2024004 with San Tan Ford. Several approved vehicles were ordered with General Motors this budget year. However, due to targeted work-stoppages in 2023, many of these GM vehicle orders were not accepted. This has created the need to purchase similar types of vehicles from Ford Motor Company to achieve Fleet Management's approved ordering for FY2023-24.

BENEFITS:
The approval of CO #1 to CCPA No. 2024004 will ensure that City staff have mechanically sound vehicles to perform daily work assignments for the benefit of the residents of the City of Buckeye. Vehicles that have reached or exceeded their life expectancy result in higher maintenance-costs and greater downtime to staff, which results in a lack of timely services.

FUTURE ACTION:
No further action contemplated.

FINANCIAL IMPACT STATEMENT:
The total amount is not to exceed $1,700,000.00.

CURRENT FISCAL YEAR TOTAL COST:
$1,700,000.00 from vehicle replacement and department budgets that have been approved to purchase supplemental vehicles during the FY2023-24 budget process.

BUDGETED:
Yes

FISCAL YEAR:
FY

FUND/DEPARTMENT:
Various

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
CO No. 1 5o CCPA 2024004.pdf

COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN
THE CITY OF BUCKEYE
AND
SAN TAN AUTO PARTNERS, LLC DBA SAN TAN FORD
Contract No. 2024004

CHANGE ORDER # 1

THIS CHANGE ORDER # 1 (this "Change Order") is entered into as of _____ between the City of Buckeye, an Arizona municipal corporation (the "City") and San Tan Auto Partners, LLC dba San Tan Ford, an Arizona limited liability company (the "Contractor"). This Change Order modifies certain sections of Contract No. 2024004 (the "Contract"), with those sections not expressly modified remaining in full effect pursuant to their terms.

Contract Changes:

1. Contract Price, is amended by increasing the not-to-exceed amount from $1,300,000.00 to $1,700,000.00.

Except as amended herein, all provisions of the Contract remain in full force and effect. In the event of any conflict or discrepancy between the terms of this Change Order, the Contract, and any other contract documents, the documents shall govern in that order. This Change Order may be canceled pursuant to the provisions of A.R.S. § 38-511. To the extent applicable under A.R.S. § 35-394, San Tan Auto Partners, LLC dba San Tan Ford certifies that it does not, and will not for the duration of the Contract, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

The original Contract Price was not-to-exceed (NTE) $1,300,000.00.
The amended Contract Price at the time of this Change Order was NTE $1,300,000.00.
The amended Contract Price after this Change Order is NTE $1,700,000.00.

IN WITNESS WHEREOF, the parties hereto have executed this Change Order as of the date first set forth above.

CITY:

THE CITY OF BUCKEYE,
an Arizona municipal corporation

_____
Dan Cotterman, City Manager

CONTRACTOR:

SAN TAN AUTO PARTNERS, LLC DBA SAN TAN FORD,
an Arizona limited liability company

By: RJ Sanchez

Its: Government Fleet Director

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

Exhibit A

COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN THE CITY OF BUCKEYE
AND
San Tan Auto Partners, LLC DBA San Tan Ford

New Vehicle Purchase
CONTRACT NO. 2024004

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM (this "Addendum") is entered into as of August 15, 2023 between the City of Buckeye, an Arizona municipal corporation (the "City"), and San Tan Auto Partners, LLC DBA San Tan Ford (the "Contractor").

WHEREAS, after a competitive procurement process, which is documented in the Award attached hereto as part of Exhibit A, "the State of Arizona" and Contractor entered into Contract No. CTR059323, dated March 17, 2022 (such contract and subsequent amendments thereto herein referred to as the "State of Arizona Contract"), which is attached hereto as Exhibit A and incorporated herein by reference); and

WHEREAS, the City is permitted by Section 24-3-16 of the City Procurement Code to make purchases via cooperative purchasing pursuant to a cooperative purchasing contract; and

WHEREAS, the Contractor has made a proposal to the City, which is attached hereto as Exhibit A and incorporated herein by reference (the "Proposal"); and

WHEREAS, the City desires to accept the Proposal and enter into contract with the Contractor under the terms and conditions of the State of Arizona Contract, by issuing this Addendum to said contract.

THEREFORE, the City now enters into this Addendum with the Contractor for the goods and services set forth in the Proposal. This Addendum incorporates the terms and conditions of the State of Arizona Contract, save that references therein to State of Arizona shall be read to refer to the City of Buckeye. This Addendum shall be effective as of the date set forth below for approval and remain in effect for the remainder of the Contract's term unless such term is modified or extended pursuant to the terms of the State of Arizona Contract. Payments to the Contractor shall be calculated in accordance with the Proposal, which is attached hereto as part of Exhibit A, in a total amount not to exceed $1,300,000.00.

FURTHER, this Addendum is subject to cancellation pursuant to ARS §38-511.

FURTHER, to the extent applicable, 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 A.R.S. § 23-214(A). The Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Addendum and may result in the termination of this Addendum by the City. The City retains the right to inspect the papers of the Contractor's or its subcontractors' employees who perform any work or services pursuant to this Addendum to ensure compliance with these warranties.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Contract Amendment Summary

CONTRACTOR: San Tan Auto Partners LLC	**AMENDMENT NO.: One (1)**
DESCRIPTION: New Vehicle Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment One (1) to mutually extend this contract from March 17, 2023 through March 16, 2024, unless terminated, canceled or extended as otherwise provided in the contract.

2. All other terms, conditions and provisions of this contract remain unchanged.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/06/24	**AGENDA ITEM:** 4.C. PW - HVAC Unit Replacements Serving City Hall, 2nd Floor
DATE PREPARED: 02/05/24	**DISTRICT NO.:**
STAFF LIAISON: Bret Hodne, Public Works Director, bhodne@buckeyeaz.gov, (623) 349-6801	
DEPARTMENT: Public Works	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024137 between the City of Buckeye, an Arizona municipal corporation, and Sunstate Mechanical Services, LLC, a Delaware limited liability company, for HVAC replacement - 2nd Floor of City Hall; and authorize the City Manager to execute and deliver said CCPA on behalf of the City.

SUMMARY

PROJECT DESCRIPTION:

Buckeye's City Hall building, constructed in 2009, is in need of repair and maintenance. The twenty (20) HVAC units which serve the second floor are beyond their useful life and need replacement. This action authorizes the Facilities Division to replace twenty (20) existing HVAC units.

BENEFITS:

This purchase is part of a phased approach to replace the HVAC units currently beyond their useful life at City Hall. This avoids employee downtime and increases energy efficiency.

FUTURE ACTION:

Installation of twenty (20) HVAC units which will serve the second floor of the City Hall building.

FINANCIAL IMPACT STATEMENT:

The total cost for the HVAC replacement units is included within the FY24 budget.

CURRENT FISCAL YEAR TOTAL COST:

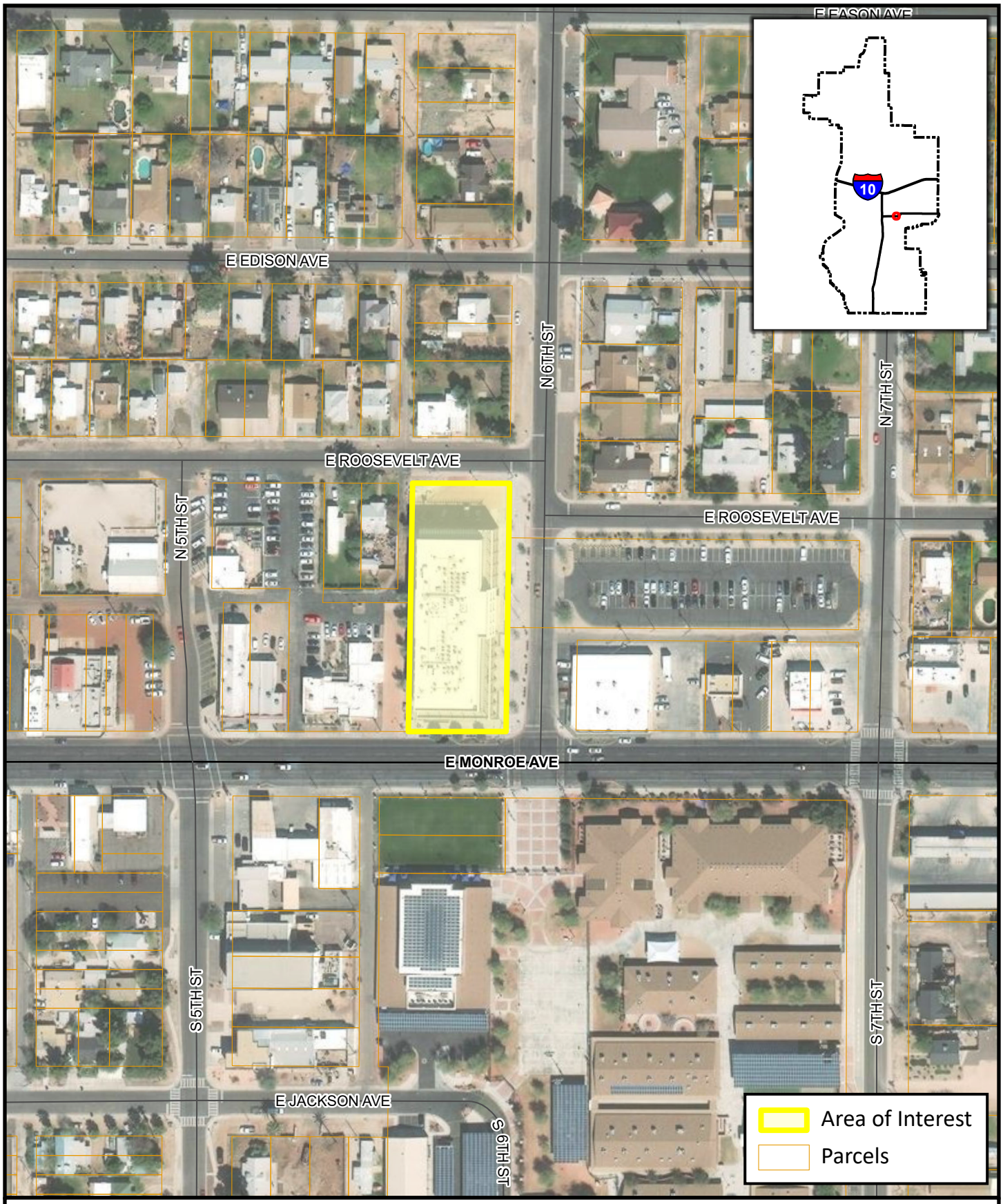
$314,936.15

BUDGETED:
Yes

FISCAL YEAR:
2024

FUND/DEPARTMENT:

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
CityHall_8.5x11.pdf
Vendor Quote.pdf
CCPA No. 2024137 with Sunstate.pdf



BUCKEYE, AZ

While every effort has been made to ensure the accuracy of this information, the City of Buckeye makes no warranty, expressed or implied, as to its absolute accuracy and expressly disclaims liability for the accuracy thereof.

Buckeye City Hall

0 75 150 300 Feet

N

Date: 12/21/2023

Document Name: CityHall

Sunstate Mechanical Services L.L.C.
a Marsden Services Company

December 15, 2023

Mr. Justin Goodere
City of Buckeye
23454 West MC 85
Buckeye, AZ 85326

RE: Second Floor HVAC Replacement

Dear Mr. Goodere

PROPOSAL NUMBER
B15327
1GPA 18-16PV

Contractor Agreement ("Agreement")

This Agreement ("Agreement") is entered into on the date referenced above by and between Sunstate Mechanical Services, L.L.C. ("Contractor") and the customer identified above ("Customer"). Contractor shall provide the labor and materials described below ("Scope of Work") at the Customer's Project Location, also described below ("Project Location"). This Agreement excludes any labor and materials not specifically referenced in the Scope of Work unless subject to a signed change order, as provided herein.

I. PROJECT LOCATION
City Hall
530 East Monroe Avenue
Buckeye, AZ 85326

II. SCOPE OF WORK; PRICE

Second Floor Split System Replacement

- Provide recovery and disposal of existing refrigerant per EPA regulations
- Provide removal and disposal of (20) existing air handler
- Provide removal and disposal of (20) existing condenser per EPA regulations
- Furnish and install (1) Carrier 6 Ton Air Handler M# 40RFQA07A2A6 (OU-203)
- Furnish and install (2) Carrier 4 Ton Air Handler M# FV4CNB006L00 (OU-209,219)
- Furnish and install (3) Carrier 2 Ton Air Handler M# FJ4DNXB24L00 (OU-217,220,221)
- Furnish and install (7) Carrier 3 Ton Air Handler M# FJ4DNXB36L00 (OU-204,206,210,215,216,218,222)
- Furnish and install (7) Carrier 5 Ton Air Handler M# FVACNB006L00 (OU-205,207,208,211,212,213,214)
- Furnish and install (1) Carrier 6 Ton Condenser M# 38AUQD07A0A6 (OU-203)
- Furnish and install (2) Carrier 4 Ton Condenser M# 25HCE448AP06 (OU-209,219)
- Furnish and install (3) Carrier 2 Ton Condenser M# 25SPA524A003 (OU-217,220,221)
- Furnish and install (7) Carrier 3 Ton Condenser M# 25HCE436AP06 (OU-204,206,210,215,216,218,222)
- Furnish and install (7) Carrier 5 Ton condenser M# 25HCE460AP06 (OU-205,207,208,211,212,213,214)
- Furnish and install (1) 3 pole breaker and 3 phase power (OU-203)
- Furnish and install (20) drier
- Furnish and install (20) electrical disconnect
- Furnish and install (82) fuses
- Furnish and install (20) electrical whip
- Furnish and install (20) low voltage control wire from roof to condenser
- Furnish and install (20) roof top unit number data tags
- Climatec to provide disconnect of (1) existing controller on existing unit and install on new unit.
  - Existing front end is currently onsite and will be utilized for this project.
  - Assumes that all existing controls are in working condition and do not need to be replaced.
  - Excludes repair, replacement, or troubleshooting, of existing DDC controls
  - All existing DDC controls are assumed to be present and fully functional
- Provide removal and reinstall of ceiling tiles, cross braces, main grid, desks and cubicles in designated work areas
- Provide reconnect back to existing ductwork
- Provide reconnect back to existing control wiring
- Provide reconnect back to existing refrigerant piping
- Provide reconnect back to existing condensate drain piping
- Provide brazing materials
- Provide nitrogen pressure test of the refrigerant system
- Provide evacuation of the refrigerant system
- Furnish and install new refrigerant per the manufacturers recommendation
- Provide start-up and test for proper operation
- Provide crane / rigging as needed to set condenser into place
- Provide pick up, delivery and clean up
- Provide crane / rigging to set unit in place
- Provide start-up and test for proper operation
- Provide pick up, delivery and clean up

Second Floor Split System Replacement : $ 314,936.15 initial to accept: _____

Notes / Exclusions:

- Above price is based on a (2) week normal business hours work schedule.
- Above price is based off build plans any unforeseen obstacles will result in a change order.
- Excludes repair, replacement, or troubleshooting, of existing DDC controls
- Excludes roofing

This proposal remains valid for | Fourteen | 14 | days from proposal date. Customer agrees that the compensation set forth in this proposal is subject to escalation by reason of increase in the State or Federal Minimum Wage law and/or any consumables / equipment pricing increase.

III. PAYMENT TERMS; TAXES

Customer agrees to pay Contractor the full price stated in Section II for the Scope of Work.

A | 100% | a purchase order is due upon acceptance and payment is due when the work is substantially complete.

"Substantial completion" shall be the date of Contractor's last item of work at the Customer location. Interest shall accrue on all delinquent unpaid invoices at a rate of 1.5% per month. In the event Contractor commences legal action in order to recover any amount payable under this Agreement. Customer shall pay all legal costs and attorneys' fees incurred by Contractor. Customer is solely responsible for all taxes applicable to the services and/or materials provided hereunder.

IV. EXCLUSIONS

The above price does not include the following (if applicable) [ ] Permitting fees, payment bond, performance bonds, architect fees, engineering fees, plans, expedited shipping costs, special inspections, asbestos testing, mold testing, abatement, electrical, plumbing, gas piping, condensate piping of drains, conduit, structural openings and reinforcement, framing, dry wall, painting, roofing, general sheet metal, architectural louvers, EMS controls, interlocks, smoke detectors, fire / smoke dampers, P.E. stamp, mechanical screen wall, core drilling, concrete cutting, excavation, back fill & concrete. All exclusions apply unless specifically included in the above scope of work above. Exclude all warranty, service, parts and labor on all existing equipment, controls, duct and air devices.

V. CHANGE ORDERS

Any change or modification to this Agreement or the Scope of Work must be in a separate change order or writing and signed by all parties. Customer shall be required to pay 50% of the change order price before Contractor will begin work on any change order.

VI. CUSTOMER OBLIGATIONS

Customer agrees to provide Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Contractor's normal work hours. Customer is responsible for overtime rates for emergency, holiday, or after-hours service. Customer shall make available upon request all pertinent Safety Data Sheets pursuant to OSHA's Hazard Communication Standard Regulations.

VII. WARRANTY

Customer shall receive any manufacturer's warranty on equipment or materials installed by Contractor, subject to the terms, conditions, and limitations of the manufacturer's warranty. Contractor shall provide a | One | 1 | Year | warranty of labor provided by Contractor limited to the repair or replacement of the defective materials or workmanship actually furnished and installed by Contractor part of this Agreement. Customer understands and acknowledges that Contractor does not warrant or guarantee pre-existing materials or workmanship provided by others. Contractor shall not be responsible for latent defects in equipment or other materials, except to help facilitate Customer's warranty claim with the manufacturer. Contractor shall not be responsible for re-work required as a result of acts, errors, or omissions of others.

VIII. PROPRIETARY RIGHTS

Contractor may elect to install, attach to Customer equipment, or provide portable devices (hardware and/software) that shall remain the personal property of Contractor. No devices installed, attached to real property or portable devices shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

IX. HAZARDOUS MATERIALS

Customer represents and warrants that no hazardous materials, including those containing asbestos, are present in its service location which will affect the ability of Contractor to perform the Scope of Work in a safe manner. In the event Contractor encounters any hazardous substances, Contractor reserves the right to immediately suspend work and remove its employees from the project until such hazardous substances are abated in full compliance with applicable laws and regulations, and furnished Contractor with certification in writing specifying the corrective action and abatement. The time for completion of the work shall be extended to the extent caused by the suspension. Contractor reserves the right to apply additional labor and materials charges as a result of the delay or the hazardous substances. Nothing in this Agreement shall be construed to require Contractor to determine the presence or absence of any hazardous materials.

X. INSURANCE

Contractor will maintain insurance policies covering general liability and workers' compensation required by law. Contractor shall provide current proof of insurance to Customer upon request. Customer shall purchase and maintain general liability and property insurance.

XI. TERMINATION

10.1 The parties may mutually agree to terminate this Agreement at any time.
10.2 Contractor may terminate this Agreement immediately or suspend services if Customer fails to pay any amount when due hereunder or otherwise breaches this Agreement.
10.3 Either party may terminate this Agreement upon five (5) days written notice if the other party materially breaches any provision of this Agreement and either the breach cannot be cured, or the breaching party fails to cure the breach within five (5) days of receipt of written notice of the other party. 10.4
Customer acknowledges it would be difficult to determine Contractor's precise damages in the event Customer terminates or breaches this Agreement by failing to make all required payments or otherwise. Therefore, in the event Customer terminates this Agreement before Contractor completes the Scope of Work, or Customer otherwise breaches the Agreement, Customer agrees to pay Contractor: (1) in full on a time and materials basis for all services Contractor, its subcontractors, and material suppliers have provided; and (2) lost profit equal to 35% of the total Agreement price, change orders, and additional services Contractor, its subcontractors, and materials suppliers have provided to Customer as of the date of such termination or breach, which fee represents the industry standard for reasonable profit and overhead. Customer agrees that the damages described in this Agreement are a reasonable estimate of the damages that would be incurred by Contractor by Customer's breach of the Agreement.

XII. INDEMNIFICATION

11.1 Customer shall indemnify, hold harmless and upon request, defend Contractor, its officers, directors, employees, and affiliates, from and against all claims, damages, losses and expenses (including, but not limited to, attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an act, error or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts, errors or omissions Customer may be liable, regardless of whether it is caused in part by negligence of Contractor.
11.2 Contractor shall defend, indemnify, and hold harmless Customer, its officers, agents, and employees from and against any and all claims, actions, suits, liens, claims of liens, demands, proceedings, costs, damages and liabilities, including attorney's fees, arising out of, or resulting solely from the acts of omissions of Contractor or its agents, employees, or subcontractors in the execution of performance of this Agreement.

XIII. LIMITATION OF LIABILITY

In no event shall Contractor's liability hereunder exceed the amounts invoiced over the previous twelve (12) month period and actually paid to Contractor under this Agreement, such amounts to be inclusive of any defense costs. Contractor shall not be liable in any event to the Customer for indirect or consequential, incidental, exemplary, punitive or special damages, including, without limitation, business interruption, lost business, or lost profits damages, even if Customer has been advised of the possibility of such damages in advance.

XIV. WASTE DISPOSAL

Contractor will remove and properly dispose of waste oil, refrigerant, and any other material generated in connection with the performance of Contractor's services under this Agreement. The fee for the disposal will be based on rates at time of services performed.

XV. ENTIRE AGREEMENT' NO MODIFICATION OR ASSIGNMENT

This Agreement, together with the Exhibits, constitutes the entire agreement between the parties with respect to preventative maintenance work, and supersedes all prior and contemporaneous underlings, agreements, representations, and warranties, both written and oral, with respect to the subject matter hereof. Customer has not relied on any statement, representation, warranty, or agreement not contained in this Agreement. Any changes or modifications to this Agreement must be in a change order signed by Contractor to be enforceable. Neither party may assign this Agreement without the prior written consent of the other party, except that Contractor may subcontract some or all of its obligations without prior notice to Customer.

XVI. FORCE MAJEURE

Contractor shall not be liable for delays, losses, or damages caused by inclement weather, fire, freezing, flood, theft or sabotage, electrical power failure, low water pressure, acts of God, war, governmental bodies, civil disturbances, strikes or other labor shortages, delays in procuring materials, or any other cause beyond Contractor's reasonable control; it being understood that Contractor shall use reasonable efforts consistent with accepted practices in the construction industry to resume performance as soon as practicable under the circumstances.

XVII. GOVERNING LAW; VENUE

This Agreement, and all matters rising out of or relating to this Agreement, shall be governed by the laws of the State of Arizona, without giving effect to its conflict of laws provisions.

XVIII. DISPUTE RESOLUTION; TIME LIMITATIONS

Customer should promptly notify Contractor of any warranty claims or in the event Customer is otherwise dissatisfied with the quality of the work or performance. Contractor will make all reasonable efforts to satisfy Customer and remedy any defective work within the applicable warranty period; however, such complaints shall not relieve Customer's payment obligations under this Agreement. In the event the parties are unable to resolve any disputes, Customer must commence arbitration as provided herein within one (1) year from the date of the work that is the subject of the claim. Any claims more than one (1) year after the work shall be considered untimely.

XIX. BINDING ARBITRATION

Any dispute, claim, or controversy arising out or relating to this Agreement or the breach, termination, enforcement, or interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitration, shall be determined in binding arbitration in State of Arizona, Maricopa County, before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Engineering and Construction Arbitration Rules & Procedures then in effect. Judgment on the award may be entered by any court having jurisdiction. The parties shall split equally the costs of arbitration, and each party shall bear its own attorneys' fees and costs unless expressly provided otherwise herein. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO A JURY TRIAL OR TO FILE THEIR CASE IN COURT. This arbitration agreement shall not preclude Contractor from filing or seeking to enforce any mechanic's liens rights against Customer's property in any court having jurisdiction.

XIXI. ACCEPTANCE

City of Buckeye 23454 W MC 85 Buckeye, AZ 85236	Sunstate Mechanical Services 7845 East Redfield Road Suite 100 Scottsdale, Arizona 85260
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

We appreciate having the opportunity to offer you this proposal and look forward to being of further service.
If you have any questions, or require any more specific details please do not hesitate to call us.

Sincerely,

Andy Gonzales

Andy Gonzales
Sunstate Mechanical Services

COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN THE CITY OF BUCKEYE
AND
SUNSTATE MECHANICAL SERVICES, LLC

HVAC REPLACEMENT – 2nd FLOOR CITY HALL
CONTRACT NO. 2024137

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM (this "Addendum") is entered into as of _____ between the City of Buckeye, an Arizona municipal corporation (the "City"), and Sunstate Mechanical Services, LLC, a Delaware limited liability company (the "Contractor").

WHEREAS, after a competitive procurement process, which is documented in the Award attached hereto as part of Exhibit A, 1Government Procurement Alliance (1GPA) and Contractor entered into Contract No. 22-14PV-06, dated August 5, 2022 (such contract and subsequent amendments thereto herein referred to as the "1GPA Contract"), which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS the City is permitted by Section 24-3-16 of the City Procurement Code to make purchases via cooperative purchasing pursuant to a cooperative purchasing contract; and

WHEREAS, the Contractor has made a proposal to the City, which is attached hereto as Exhibit B and incorporated herein by reference (the "Proposal"); and

WHEREAS, the City desires to accept the Proposal and enter into contract with the Contractor under the terms and conditions of the 1GPA Contract, by issuing this Addendum to said contract.

THEREFORE, the City now enters into this Addendum with the Contractor for the goods and services set forth in the Proposal. This Addendum incorporates the terms and conditions of the 1GPA Contract, except to the extent superseded herein. All references in the 1GPA Contract to 1GPA shall be read to refer to the City of Buckeye. This Addendum shall be effective as of the date set forth above for approval and remain in effect for the remainder of the 1GPA Contract's term unless such term is modified or extended pursuant to the terms of the 1GPA Contract. Payments to the Contractor shall be calculated in accordance with the Fee Schedule, which is attached hereto as part of Exhibit B, in a total amount not to exceed **Three Hundred Fourteen Thousand Nine Hundred Thirty-Six Dollars and Fifteen Cents ($314,936.15)**.

FURTHER, this Addendum is subject to cancellation pursuant to ARS §38-511.

FURTHER, to the extent applicable, 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 A.R.S. § 23-214(A). The Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Addendum and may result in the termination of this Addendum by the City. The City retains the

right to inspect the papers of the Contractor's or its subcontractors' employees who perform any work or services pursuant to this Addendum to ensure compliance with these warranties.

FURTHER, to the extent applicable, the Contractor warrants that it is not participating and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

FURTHER, to the extent applicable under A.R.S. § 35-394, the Contractor certifies that it does not, and will not for the duration of this Addendum, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China..

FURTHER, all modifications, including but not limited to service additions and deletions, will be made in writing and with the written agreement of both parties.

FURTHER, in the event of any inconsistency between this Addendum, the 1GPA Contract, and Exhibit B, the documents shall govern in that order.

THEREFORE, the Parties have executed this Addendum as of the date first set forth above.

CITY

THE CITY OF BUCKEYE,
an Arizona Municipal corporation

Dan Cotterman, City Manager

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

CONTRACTOR

SUNSTATE MECHANICAL SERVICES,
LLC, a Delaware limited liability company

Chris Kurtz

Chris Kurtz, Director of Sales

EXHIBIT A
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2024137

[1GPA Contract]

See following pages.

1Government Procurement Alliance

Paradise Valley Unified School District

Contract Extension/Amendment

May 15, 2023

Sunstate Mechanical Services, LLC
7845 E. Redfield Road, Suite 100
Scottsdale, AZ 85260
Attn: Chris Kurtz (chrisk@sunstatemechanical.com, accounting@sunstatemechanical.com)

Re: Extension Agreement for Contract #22-14PV-06, Job Order Contracting for Mechanical Services

The above referenced contract is hereby mutually extended for an additional one (1) year period until August 4, 2024. This is the second year of a potential five-year agreement. **Please indicate your desire to extend your contract by completing and emailing back the signed Contract Extension along with the following documentation:**

- ☑ Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance).
- ☑ Proof/Verification of ROC Licensing in good standing (if applicable).
- ☑ Proof of any other applicable licensing related to your contract.
- ☑ Proof/Verification of good standing with Arizona Corporation Commission or other State's comparable Corporations/Business Division or Secretary of State (as applicable).
- ☑ Updated Contact Information Sheet completed.

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and in accordance with ARS § 35-394, the vendor is not currently and for the duration of the contract will not use the forced labor of ethnic Uyghurs in the People's Republic of China including goods, services, contractors, subcontractors or suppliers thereof.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns regarding these reports, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

Except as otherwise expressly provided in this amendment, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Vendor Acceptance/Signature: Chris Kurtz	
Printed Name: Chris Kurtz	
Title: DSE	Date: 5/15/2023
1GPA Authorized Signature: Christy Knorr	
Printed Name: Christy Knorr	
Title: President	Date: 6/1/2023
Paradise Valley Unified School District Authorized Signature: Eva Calles	
Printed Name: Eva Calles	
Title: Director of Purchasing	Date: 6/23/2023

August 5, 2022

Sunstate Mechanical Services, LLC
7845 E. Redfield Rd, Ste 100
Scottsdale, AZ 85260
chrisk@sunstatemechanical.com

Attn: Chris R. Kurtz, Director of Sales & Estimating

1GPA is pleased to announce that your company has been awarded a contract for the following products and/or services based on your firm's proposal submitted to 1GPA in response to the two-step procurement process including Request for Qualification and Request for Proposal # 22-14PV for Job Order Contracting for Mechanical Services:

Commodity/Contract Title:	**Job Order Contracting for Mechanical Services**
Contractor/Vendor:	***Sunstate Mechanical Services, LLC***
Contract Number:	**22-14PV-06**

The contract is effective now through August 4, 2023. The contract may be renewed annually for up to an additional four years, if mutually agreed to by 1GPA and your firm.

This contract replaces your current contract 18-16PV-06 JOC Mechanical Services.

Sunstate Mechanical Services, LLC has been awarded a National Contract with 1GPA and may be utilized anywhere in the United States, however, this is a multiple award and the Lead Agency may or may not utilize your firm's products/services.

The 1GPA partnership can be of great help to participating agencies. Please feel free to provide copies of this letter to your sales representative to assist in their work. Please review the Vendor Welcome Guide that is included in the Award Notification Email.

If you have any questions or concerns, please feel free to contact Christy Knorr at the 1GPA office via email at cknorr@1GPA.org. We look forward to working with you and your team!

Sincerely,

Christy Knorr

Christy Knorr, Vice President
1Government Procurement Alliance (1GPA)

DETERMINATION: MULTIPLE AWARD
Job Order Contracting for Mechanical Services
Request for Proposal # 22-14PV

In accordance with R7-2-1106, A.R.S. 34-604, and 41-2579 multiple awards are allowed for Job Order Contracting Services. Under the above rules 1GPA/PVUSD is allowed to award multiple contracts. 1GPA is awarding contracts to cover all geographic locations in Arizona and possible other states. 1GPA/PVUSD are awarding seven (7) Contractors.

A multiple award is in the best interests of 1GPA Members in order to meet the variety of needs for Job Order Contracting Services. The needs under this contract vary depending on the requirements, and needs of each end user. The actual use of any contract will be at the sole discretion of 1GPA Members.

A multiple award is advantageous to PVUSD/1GPA and its Members for similar services to obtain the required quantity or delivery as follows:

- This multiple award is based upon considerations for 1GPA members to select Job Order Contracting Services centered on time availability, state or regional availability, expertise in specialty or area of need.
- 1GPA has experienced the need for multiple awards for members in different regions in Arizona and few of the firms can practice in other states.
- This comprehensive coverage and choice of services would not be available with fewer awards.

Recommended for Award (alpha order):

Comfort Systems USA Southwest	Comfort Systems USA Southwest was founded in 1962 as a commercial mechanical contractor and was incorporated in 1977. Comfort Systems has 37 companies nationwide with 140 locations in 113 cities. Comfort Systems has a team of estimators, BIM professionals, project managers, superintendents and roughly 330 field employees across the plumbing, piping, and HVAC trades to perform work safely and efficiently. The firm had the highest pricing and ranked 7th overall. The firm has no active exclusions or restrictions through the System for Award Management.
HACI Service LLC	HACI Service, LLC has been in business throughout the State of Arizona for over 18 years. HACI Service specializes in central plant construction, chilled water systems, heating hot water systems, custom applications, design-assist, design-

	build, remodel, tenant improvement, retrofit, emergency repair, routine maintenance, warranty and post warranty service. The firm offered the lowest pricing and ranked 2nd overall. The firm has no active exclusions or restrictions through the System for Award Management.
McCarthy Building Companies, Inc.	McCarthy Building Companies, Inc. has been providing construction services through their Southwest Divisional office in Phoenix, Arizona since 1978. McCarthy offers full-service mechanical services with a team who is extremely adept at working in public buildings and is committed to the highest levels of safety, security, and quality. The firm offered 5th lowest pricing and ranked 5th overall. The firm has no active exclusions or restrictions through the System for Award Management.
Midstate Mechanical, LLC	Midstate Mechanical, LLC has been in business 36 years in Arizona as a full-service mechanical services firm. Their scope of services includes heating, ventilation, air conditioning, mechanical piping, plumbing, service/maintenance, retrofits, renovations, and pre-construction services for new construction. The firm offered the 3rd lowest pricing and ranked 4th overall. The firm has no active exclusions or restrictions through the System for Award Management.
Pueblo Mechanical & Controls, LLC	Pueblo Mechanical & Controls, LLC was founded in 2001 and is a full-spectrum HVAC, plumbing, and controls contractor specializing in turn-key projects for school districts, universities, cities, and municipalities. The firm offered the 4th lowest pricing and ranked 1st overall. The firm has no active exclusions or restrictions through the System for Award Management.
Sunstate Mechanical Services, LLC	Sunstate Mechanical Services, LLC has been in business for 21 years in Arizona as a full-service HVAC/mechanical, plumbing and electrical contractor. The firm offered the lowest pricing and ranked 2nd overall. The firm has no active exclusions or restrictions through the System for Award Management.
Veregy LLC	Veregy LLC has been operating under the Veregy name for the past 3 years. They have been operating in Arizona for the past 34 years and were previously known as Midstate Energy, LLC. They provide HVAC, controls, plumbing, and electrical construction services specializing in central plant, towers, chillers and pumps. The firm offered the 2nd lowest pricing and ranked 3rd overall. The firm has no active exclusions or restrictions through the System for Award Management.

1GPA Members may use this contract and select awarded contractors based on their own best practices. The Member's selection process may include qualifications of the awarded contractor in consideration of their project and scope of work, availability of the awarded contractor and their work load, sub selection process, past experience with contractor, and other practices determined by the Member.

1GPA and Lead Agency recommend Members prepare a Written Determination that specifies the reasons the vendor was chosen to satisfy the requirements of rule R7-2-1004.

Written Determinations: "Written determinations required by Articles 10 and 11, including for any specified professional services, construction, construction services or materials to an entity selected from a qualified select bidders list or through a school purchasing cooperative, shall specify the reasons for the determination, including how the determination was made."

Based upon these factors, 1GPA and Paradise Valley Unified School District have determined the necessity of a multiple award for Job Order Contracting for Mechanical Services. A single award is not advantageous to 1GPA's Members. The contract award recommendation is to the least number of suppliers necessary to meet the needs of 1GPA Members.

Not Recommended for Award:

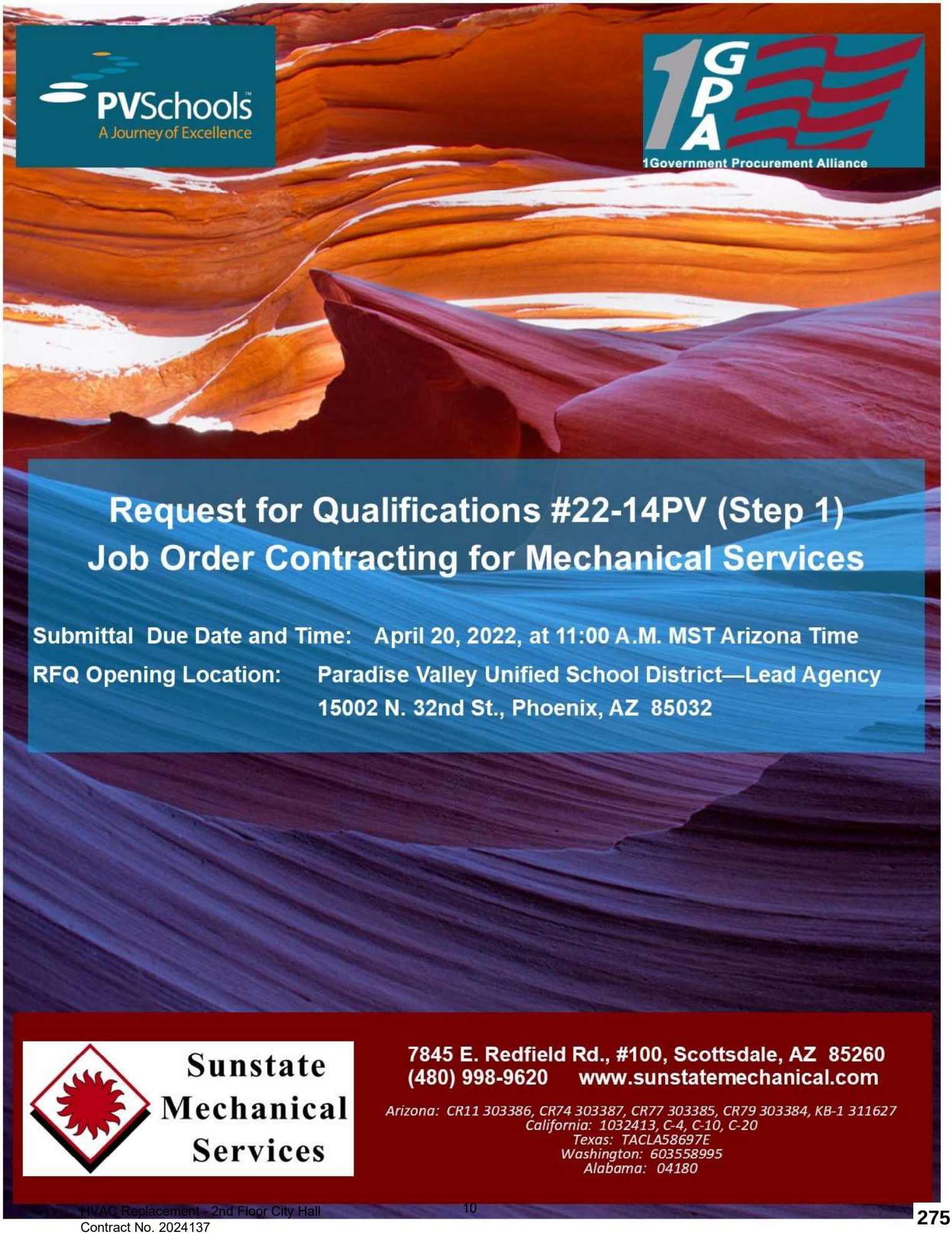
- A Quality HVAC Services LLC
- Anchor Mechanical, Inc.
- Chiller Services, Inc.
- Harris Arizona LLC
- JD-Sun Mechanical, LLC
- Johnson Controls, Inc.
- Keystone General Contractor LLC
- Sun Mechanical Contracting, Inc.
- Tempe Mechanical
- Tolin Mechanical Systems Company LLC
- United Technologies LLC (UNI-TECH)
- Yavapai Mechanical, LLC

Christy Knorr

Christy Knorr, Vice President
1Government Procurement Alliance (1GPA)

Eva D. Calles

Eva Calles, Director of Purchasing
Paradise Valley Unified School District


PVSchools
A Journey of Excellence
1GPA
1Government Procurement Alliance
Request for Qualifications #22-14PV (Step 1)
Job Order Contracting for Mechanical Services
Submittal Due Date and Time: April 20, 2022, at 11:00 A.M. MST Arizona Time
RFQ Opening Location: Paradise Valley Unified School District—Lead Agency
15002 N. 32nd St., Phoenix, AZ 85032
Sunstate Mechanical Services
7845 E. Redfield Rd., #100, Scottsdale, AZ 85260
(480) 998-9620 www.sunstatemechanical.com
Arizona: CR11 303386, CR74 303387, CR77 303385, CR79 303384, KB-1 311627
California: 1032413, C-4, C-10, C-20
Texas: TACLA58697E
Washington: 603558995
Alabama: 04180

Sunstate Mechanical Services

April 20, 2022

Paradise Valley Unified School District / 1GPA
Attn: RFQ Evaluation Committee
15002 N. 32nd Street
Phoenix, AZ 85009

Request for Qualifications, RFQ #22-14PV (Step1), Job Order Contracting For Mechanical Services

Re: Letter of Interest, Executive Summary

PVUSD and 1GPA Evaluation Committee,

The management and staff at Sunstate Mechanical Services is pleased to provide PVUSD and 1GPA its Statement of Qualifications (SOQ) in response to RFQ #22-14PV. Our company's information and experience will be covered more in depth in the SOQ, but I would like to take the opportunity to quickly provide you an overview of our company.

Founded in 2001, Sunstate Mechanical Services has been revered as one of Arizona's premier HVAC, plumbing and electrical contractors. In 2015, Sunstate was acquired by Marsden LLC, one of the largest services companies in the U.S. We are based in Scottsdale, Arizona, but we are also licensed in California, Texas, Washington, and Alabama.

In Arizona, we have a strong clientele base with school districts, particularly those who are smaller and located in the most rural areas of the state. They, too, enjoy the same pricing afforded larger schools through cooperative contracts.

Our attention to providing quality products and services, and a key focus on safety, has earned us several purchasing cooperative contracts over the years with 1GPA, NCPA, Omnia Partners, and Yavapai College-Gordian.

Sunstate Mechanical Services would like to thank you for the opportunity to provide our Statement of Qualifications, and we look forward to providing PVUSD and 1GPA members quality products and services in the future.

Sincerely,

Chris Kurtz

Chris R. Kurtz
Director of Sales and Estimating
(480) 998-9620, chrisk@sunstatemechanical.com
7845 E. Redfield Rd., #100, Scottsdale, AZ 85260

Sunstate Mechanical Services L.L.C.
a Marsden Services Company

1. BASIC COMPANY INFORMATION (Tab 1)

1.1 Company name: Sunstate Mechanical Services

1.2 Address: 7845 E Redfield Rd., Suite 100, Scottsdale, AZ 85260

1.3 Telephone Number: (480) 998-9620, or toll free (866)-998-9620

1.4 Fax Number: (480) 998-9621

1.5 Email Addresses:

1. Chris R. Kurtz, Director of Sales and Estimating: chrisk@sunstatemechanical.com
2. Sean Jeffries, Sr. Estimator: seanj@sunstatemechanical.com
3. Andy Gonzales, Sales and Estimating: andyg@sunstatemechanical.com
4. Brent Youngkin, Sales and Estimating: brenty@sunstatemechanical.com
5. Kevin Seaman, Sales and Estimating: kevins@sunstatemechanical.com
6. Lyn Kuson, Sr. Accountant: lynk@sunstatemechanical.com
7. Bill Brannen, Government Relations: williamb@sunstatemechanical.com

1.6 Number of Years in Business (under the submitted name and number of years operating in Arizona): 21 years as Sunstate Mechanical Services, in AZ

1.7 License(s) held by the firm:

State of Arizona Contractor Licenses:

- CR-11, 303386 – Electrical
- CR-74, 303387 – Boiler, Steamfitting and Process Piping, including Solar
- CR-77. 303385 – Plumbing, including Solar
- CR-79, 303384 – Air Conditioning and Refrigeration, including Solar
- KB-1, 311627 – Dual Building Contractor

State of California License, #1032413

- C4 – Boiler, Hot Water Heating and Steam Fitting
- C10 – Electrical
- C20 – Warm-Air Heating, Ventilating and Air-Conditioning
- C36 – Plumbing

State of Texas License, #TACLA58697E – Air Conditioning and Refrigeration

State of Alabama Licenses

- 2018007 – Heating and Air Conditioning

State of Washington

- SUNSTMS814JK – General Construction Contractor (CC01)

1.8 If the firm has more than one office, provide specific information about the parent company and administering branch office. Indicate the type of ownership (corporation joint venture, limited liability company, sole proprietorship, etc.).

Although Sunstate Mechanical Services is licensed in Arizona, California, Texas, Alabama, and Washington, it operates from one location in Scottsdale.

1.9 Certify that your organization and any principal of the organization is not prohibited, suspended or otherwise declared ineligible to contract or provide any services required hereunder by any federal, state or local public agency.

Sunstate Mechanical Services certifies that is not prohibited, suspended or otherwise declared ineligible to contract or provide services required hereunder by any federal, state or local public agency.

Sunstate Mechanical Services L.L.C.
a Marsden Services Company

2. PAST PERFORMANCE (Tab 2)

2.1 Identify the number of JOC projects completed over the past three (3) years and provide the following information:

2.1.1 How many projects were between $1.00 and $100,000

- **151**

2.1.2 How many projects were between $100,001 and $250,000

- **2**

2.1.3 How many projects were between $250,001 and $500,000

- **1**

2.1.4 How many projects were between $500,001 and $1,000,000

- **1**

2.1.5 How many projects were over $1,000,000

- **1**

2.1.6 Indicate how many of these projects were completed and quoted using a Unit Price Book

As best practice, Sunstate uses the UPB for ALL JOC projects.

We subscribe to third-party software called FastDUCT and FastPIPE for design, estimating and pricing for HVAC, plumbing and electrical. The unit pricing is derived electronically through an online Master Catalog that contains more than 250,000 items---just for HVAC alone. SMS has utilized the FastDUCT and FastPIPE design and cost estimating features to ensure accuracy in the amount of materials and the pricing associated with them, since 2011. The prices are comparable to RS Means UPB.

2.1.7 Indicate how many of these projects were completed and quoted using Open Book Pricing

SMS estimates open book pricing was used on about 25% of our past JOC projects.

Sunstate Mechanical Services L.L.C.
a Marsden Services Company

2.1.8 Provide what regions of the State these projects were completed as follows:

- **Region 1 – Maricopa County, Pinal, Gila Counties** - Yes
- **Region 2 – Pima, Santa Cruz Counties** - Yes
- **Region 3 – Coconino, Yavapai Counties** - Yes
- **Region 4 – La Paz, Yuma Counties** - No
- **Region 5 – Graham, Greenlee, Cochise Counties** - Yes
- **Region 6 – Mohave County** - Yes
- **Region 7 – Navajo, Apache Counties** - Yes

Sunstate Mechanical Services L.L.C.
a Marsden Services Company

3. PERSONNEL (Tab 3)

3.1 Provide information about the firm's personnel resources:

3.1.1 Provide the average size of work force and location(s) of personnel.

Prior to 2020, and the COVID-19 pandemic, Sunstate Mechanical Services boasted more than 50 technicians, 25% more office/support staff, and 15% more sales and estimating team employees than what we have currently. In 2021, those numbers were even lower. However, we are seeing more applications being submitted and more new hires coming on board, thus far in 2022. We anticipate that our numbers will be back to those in 2019 by the end of the year.

Sunstate's employees are based in Scottsdale, with most working remotely from home, or is in the case of the sales/estimating team, on the road meeting with clients. Our President and COO of Marsden Services, LLC, our parent company, is located St. Paul, MN, and our Sr. V.P. of Finance is in the Houston, TX area.

3.1.2 Provide the number of positions and classifications.

- President and COO, 1 position
- Sr. Vice President of Finance, 1 position
- Director of Sales and Estimates, 1 position
- Service Manager, 1 position
- Project Manager, 1 position
- Purchasing / Services Coordinator, 1 position
- Superintendents, 2 positions
- Accounting, 2 positions
- Sales and Estimating, 5 positions
- Government Relations Specialist, 1 position
- Administrative Assistant,1 position
- Dispatchers, 2 positions
- Mechanical Technicians, 13
- Plumbing Tech, 8 positions
- Sheet Metal Fabricators, 9 positions
- Pipe Fitters, 4 positions
- Warehouse & Fleet Coordinator, 1 position

3.1.3 Include information about support staff (office workers, etc.)

The support staff are predominately in the office full time, which includes:

- Accounting – A/R, A/P, Payroll, Budgets and H.R.
- Dispatchers – on call 24/7/365
- Administrative Assistant – works directly for Dir. of Sales and Estimates and the estimating/sales team.

3.1.4 Provide the average percentage of staff turnover.

Prior to 2020:

- Mechanical and plumbing technicians, approximately 10%
- Sales and Estimating, approximately 20%
- All other positions are 0-2%

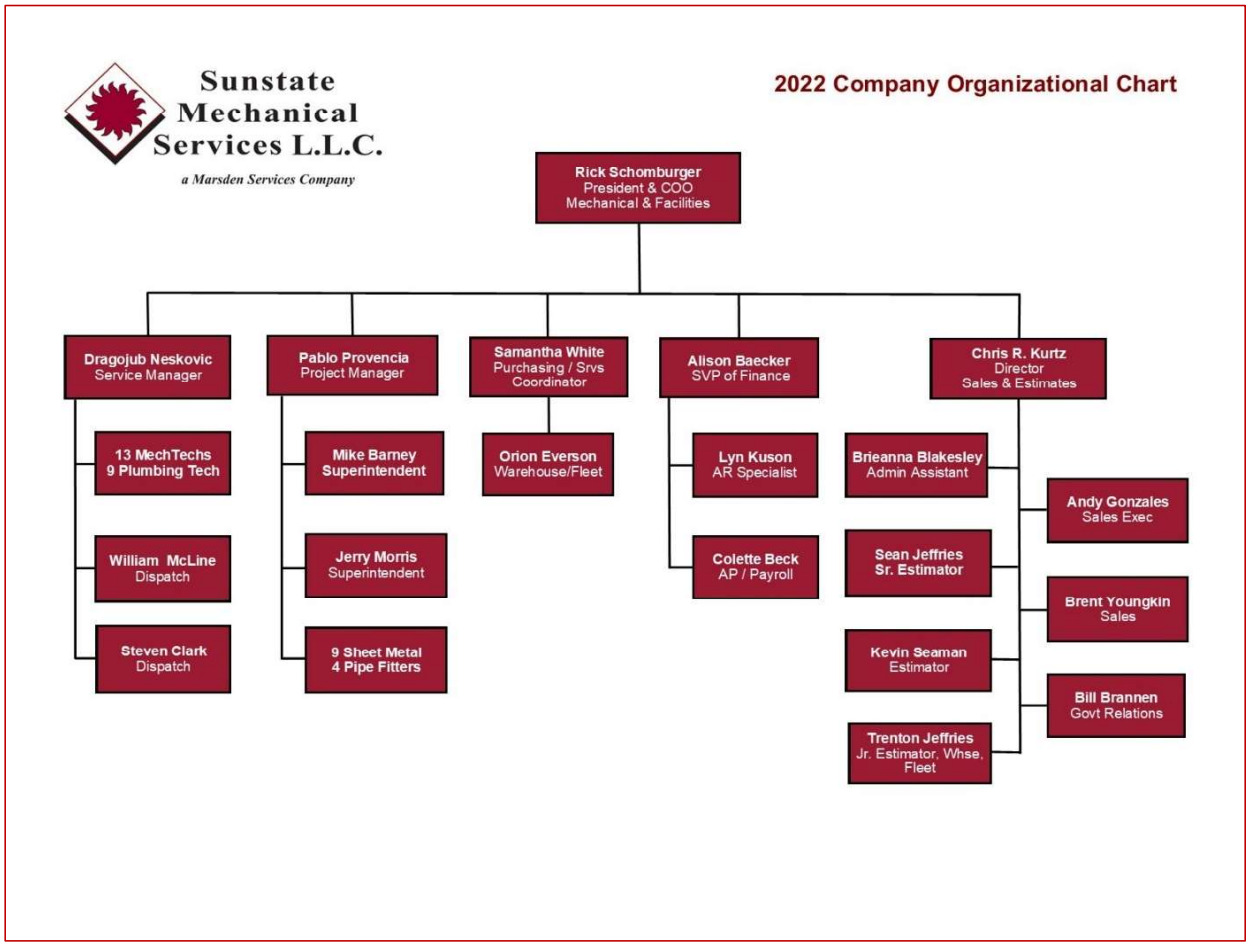
3.2 Describe your plan for personnel recruitment.

We advertise our job openings on a couple of social media platforms, including Facebook and LinkedIn. We also use the career webpage on our website, and our parent company website at Marsden Services, LLC.

Mechanical, plumbing, electrical and indoor air quality workers are a close-knit community. Many of the applicants and new hires are already familiar with Sunstate, as we are with them. So, word of mouth goes a long way with recruiting.

Internally, Sunstate offers bonuses to employees who recruit individuals who are eventually hired by us.

3.3 Provide an organizational chart for your firm.



Sunstate Mechanical Services L.L.C.
a Marsden Services Company

4. SUBCONTRACTOR MANAGEMENT PLAN (Tab 4)

Describe the firm's subcontractor management plan to include the following:

4.1 Subcontractor Selection Plan using both qualifications and cost as a selection approach (1GPA requires that at least three sub-contractors shall be solicited for all work). Provide detailed information on the Firm's procedures.

Sunstate Mechanical Services values the relationships it maintains with its vendor and subcontractor partners. We solicit competitive bids for all subcontractor services while considering their expertise in relation to a specific project. **Sunstate will comply with 1GPA's requirement for securing bids or proposals from at least three subcontractors, for all work.**

Including pricing (bids), subcontractors are selected based on previous quality and experience with Sunstate, and by conducting reference checks with other trade partners. Available manpower and ability to meet deadlines are also used as factors for subcontractor selection. All subcontractors on site will be managed and overseen by Sunstate personnel. Subcontractors are held to the same standards and performance levels as Sunstate personnel.

4.2 Subcontractor recruitment.

When selecting new subcontractors, we perform background checks with the Arizona Registrar of Contractors and the Better Business Bureau. We require certificates of insurance stating coverage for General Liability, Automobile and Workers Compensation. The certificates are reviewed to ensure minimum requirements are met per the customer and job order contract.

Although Sunstate does not qualify as an MWBE company, it encourages potential subcontracting companies that meet the requirements for MWBE classification to register with us. We do this not only to comply with certain federal guidelines, but as to a moral and social obligation to ourselves and our customers for promoting diversity

4.3 Controversies and claims related to work performed by subcontractors

When Sunstate Mechanical Services uses subcontractors on a job, it accepts the responsibility for overseeing all work being performed. It is our role to resolve issues before they even escalate to a controversial level. However, anytime there may be an issue that could cause concern or controversy, or a situation that escalates to a point that claims may be filed, Sunstate Mechanical Services will secure immediate resolution for our customers and then take any necessary and appropriate action with or against the subcontractor. Meeting and satisfying the needs of our customers is our most important obligation.

Sunstate Mechanical Services L.L.C.
a Marsden Services Company

5. RESPONSIVENESS (Tab 5)

Other forms (as referenced below) required under this solicitation are located on the OpenGov Procurement portal. Follow the prompts to download the forms and upload the completed forms as part of your firm's submittal. Required forms must be signed by an authorized person to bind a contract. All Offerors must complete and submit these forms, or the proposal may be considered non-compliant.

5.1 Proposal Acceptance Form
5.2 2CFR Section 200 Certification
5.3 Debarment Certification
5.4 Financial Disclosure Questionnaire
5.5 MWBE and HUB Form
5.6 Non-Collusion Affidavit
5.7 W9 IRS Form
5.8 Amendment Acknowledgement Forms (if applicable)

The required forms are provided on the following pages.

AMENDMENT ACKNOWLEDGEMENT FORMS (if applicable)

As of April 19, 2022, Sunstate Mechanical Services did not receive any amendments or addenda information pertaining to RFQ 22-14PV.

Signature of Authorized Representative: Chris Kurtz

6. MISCELLANEOUS (Tab 6)

Provide any additional information that would add value to the program offered that has not been identified above.

Multi-State Contractor

Sunstate Mechanical Services is full-service HVAC (Mechanical), plumbing, and electrical contractor; and is fully licensed as KB-1 General Contractor. We have experience in several states and are able to supply products and services to 1GPA members in Arizona, Alabama, California, Texas, and Washington.

Indoor Air Quality

We offer extremely efficient indoor air quality products, installations and services on Marsden CleanAir Ionization Generator Systems and the HALO Smart Detection Sensors.

- **Marsden CleanAir Ionization Generator System** - The PuriFi PM Sensor provides real-time feedback of particulate levels to the PuriFi Smart Hub, signaling the patented PuriFi Generator, installed in your HVAC system, to respond to air quality changes. This in-room Sensor works by pulling in air at a constant rate, drawing airborne particles through the laser particle counter, and reporting results every 90 seconds.

  When the Sensor detects that particle levels are too high, based on user-determined thresholds, the Generator is notified, and the system operates until the Sensor verifies that your air is purified and again within your target air quality levels.

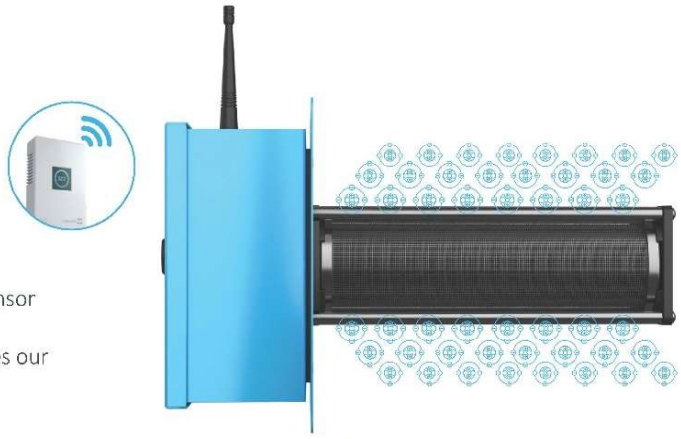
- **HALO Smart Detection Sensors** - The HALO Smart Sensor is an IoT device that captures comprehensive health, safety, and vaping awareness. It is the #1 vape detector worldwide for vaping and vaping with THC detection. As of 2021, HALO has won over 50 awards and is in over 1,500 school districts throughout the country to help combat the vaping epidemic. The market for devices such as the HALO Smart Sensor is not only helpful for schools, but other markets as well such as healthcare, hospitality, commercial buildings, apartment complexes, assisted living, and more.

Please the product flyers on the following pages.

The Science of Responsive Air and Surface Purification

How it Works

Sunstate offers the CleanAir EXP technologies, which work with your central HVAC fan to purify the air and surfaces in your entire business.

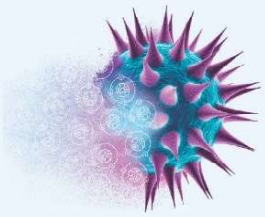


Patented Process

When particulate levels are too high the CleanAir EXP Sensor activates the patented CleanAir EXP Generator, which is installed in your central HVAC system. The Generator uses our patented process to begin sending an overabundance of natural oxygen ions through all of your air ducts.

Total Coverage

CleanAir EXP's patented blend of high energy, oxygen ions flood every room and begin the purification process. Every register in your home or business becomes an air and surface purification system.



Naturally Purified

CleanAir EXP's patented blend of powerful ions attack air and surface contaminants, while driving particles out of the air and neutralizing odors.*

24/7 Monitoring

Purification is proven and monitored from anywhere. See your minute-by-minute air quality on your in-room CleanAir EXP Sensors, or monitor and control your system from any smartphone, tablet, or voice assistant device.

What it Eliminates

Patented technology safely eliminates up to 99.9% of tested viruses, allergens, odors, and bacteria in occupied environments.*

Biological Agents

Bacteria, Mold Spores, and Tested Viruses*

Allergens

Pollen, Pet Dander, Dust, Lint, and Dust Mites*

Odors

Pets, Smoke, Mildew, Mold, Cooking, Sports, and Fabrics

Toxic Chemicals

Breaks down VOCs emitted from: Cleaning Products, Disinfecting Agents, Paints, Pesticides, Solvents, and Varnishes

Applications Served:

Commercial-Industrial

Industry Applications:

Assisted Living, Government Buildings, Gyms & Workout Centers, Healthcare Facilities, Hotels & Hospitality, Office Buildings, Manufacturing, Retail Shopping, Schools & Universities, Small Businesses, Wastewater Treatment, and more.

30-Day Money Back Guarantee

If you're unsatisfied for any reason, return it within 30 days for a full product refund.

See terms and conditions for details.

Sunstate Mechanical Services

A Marsden Company

sunstatemechanical.com

480.998.9620

*To view test reports on specific contaminants and performance levels of CleanAir EXP, please visit: https://cleanairexp.com/test-reports/. Actual results may vary based on environment and occupied space. CleanAir EXP has not yet been tested on SARS-CoV-2.

What Is HALO?

The HALO Smart Sensor is an IoT device that captures comprehensive health, safety, and vaping awareness. It is the #1 vape detector worldwide for vaping and vaping with THC detection. As of 2021, HALO has won over 50 awards and is in over 1,500 school districts throughout the country to help combat the vaping epidemic. The market for devices such as the HALO Smart Sensor is not only helpful for schools, but other markets as well such as healthcare, hospitality, commercial buildings, apartment complexes, assisted living, and more.

As part of the newest v2.5 software release, HALO provides both a real-time Air Quality and Health Index that sends alerts when either index falls into danger zones. In conjunction with HALO Cloud, the sensor also provides critical automated reports that allow building owners and administrators to demonstrate they are providing a healthy indoor environment and/or validate that facility improvement is needed.

The new 2.5 software features in HALO allow its users to capture comprehensive building awareness with an all-in-one device. Used for health and safety, HALO is a vape detector, an air quality monitor, and a complete security device for privacy areas where you do not want to use a camera or microphone. With a single device HALO provides Building Health Monitoring, Indoor Air Quality Monitoring, Vape Detection, THC Detection, Gunshot Detection, Emergency Key Word alerting, Audible alerting, Light/Occupancy alerting, Chemical alerting, VOC alerting, Tamper alerting as well as Temperature, Humidity and Pressure alerting.

HALO Smart Sensors Detect:

- Marijuana
- Vape
- Masking (hiding vape)
- Carbon Monoxide
- Carbon Dioxide
- Nitrogen Dioxide
- Temperature & Humidity
- Volatile Organic Compounds (VOC)
- Particulate Matter
- Help (Spoken Keyword)
- Gunshot
- Aggression
- Light Level
- Tampering

Capture real-time comprehensive building safety and health awareness with the all-in-one HALO Smart Sensor 2C and the HALO Cloud Health Index.

Sunstate Mechanical Services L.L.C.
a Marsden Services Company

7845 E. Redfield Rd., #100, Scottsdale, AZ 85260
Ph: (480) 998-9620
https://sunstatemechanical.com

HALO SMART SENSOR
Sunstate Mechanical Services is a registered HALO reseller and installer

AZ: CR11 303386, CR74 303387, CR77 303385, CR79 303384, KB-1 311627 **CA:** 1032413, C-4, C-10, C-20 **TX:** TACLA58697E, **WA:** 603558995 **AL:** 04180

PVSchools
A Journey of Excellence
1GPA
1Government Procurement Alliance
Request for Proposals #22-14PV (Step 2)
Job Order Contracting for Mechanical Services
Submittal Due Date and Time: June 7, 2022, at 1:00 P.M. MST Arizona Time
RFQ Opening Location: Paradise Valley Unified School District—Lead Agency
15002 N. 32nd St., Phoenix, AZ 85032
Sunstate Mechanical Services
7845 E. Redfield Rd., #100, Scottsdale, AZ 85260
(480) 998-9620 www.sunstatemechanical.com
Arizona: CR11 303386, CR74 303387, CR77 303385, CR79 303384, KB-1 311627
California: 1032413, C-4, C-10, C-20
Texas: TACLA58697E
Washington: 603558995
Alabama: 04180

Sunstate Mechanical Services

June 6, 2022

Paradise Valley Unified School District / 1GPA
Attn: RFQ Evaluation Committee
15002 N. 32nd Street
Phoenix, AZ 85009

Subject: Letter of Interest, Mechanical (HVAC) Services, RFP #22-14PV (Step 2)

Dear PVUSD and 1GPA Evaluation Committee,

The management and staff at Sunstate Mechanical Services is pleased to be recognized as a qualified contractor through the RFQ #22-14PV process and being able to provide a response to RFP #22-14PV, under Step 2.

We are honored and thankful for the opportunity to provide our attached proposal and look forward to providing quality products and services to 1GPA members, as we have done in years past.

Sincerely,

Chris R. Kurtz
Director of Sales and Estimating
chrisk@sunstatemechanical.com
(480) 998-9620

1. BASIC COMPANY INFORMATION Section 1

1.2 Number of Years in Business (under the submitted name) and number of years operating in Arizona: Sunstate has been in business for 21 years and has been based in Scottsdale for the same number of years.

1.3 License(s) held by the firm:

State of Arizona Contractor Licenses:

- CR-11, 303386 – Electrical
- CR-74, 303387 – Boiler, Steamfitting and Process Piping, including Solar
- CR-77. 303385 – Plumbing, including Solar
- CR-79, 303384 – Air Conditioning and Refrigeration, including Solar
- KB-1, 311627 – Dual Building Contractor

State of California License, #1032413

- C4 – Boiler, Hot Water Heating and Steam Fitting
- C10 – Electrical
- C20 – Warm-Air Heating, Ventilating and Air-Conditioning
- C36 – Plumbing

State of Texas License, #TACLA58697E – Air Conditioning and Refrigeration

State of Alabama Licenses

- 2018007 – Heating and Air Conditioning

State of Washington

- SUNSTMS814JK – General Construction Contractor (CC01)

1.4 If the firm has more than one office, provide specific information about the parent company and administering branch office. Indicate the type of ownership (corporation joint venture, limited liability company, sole proprietorship, etc.).

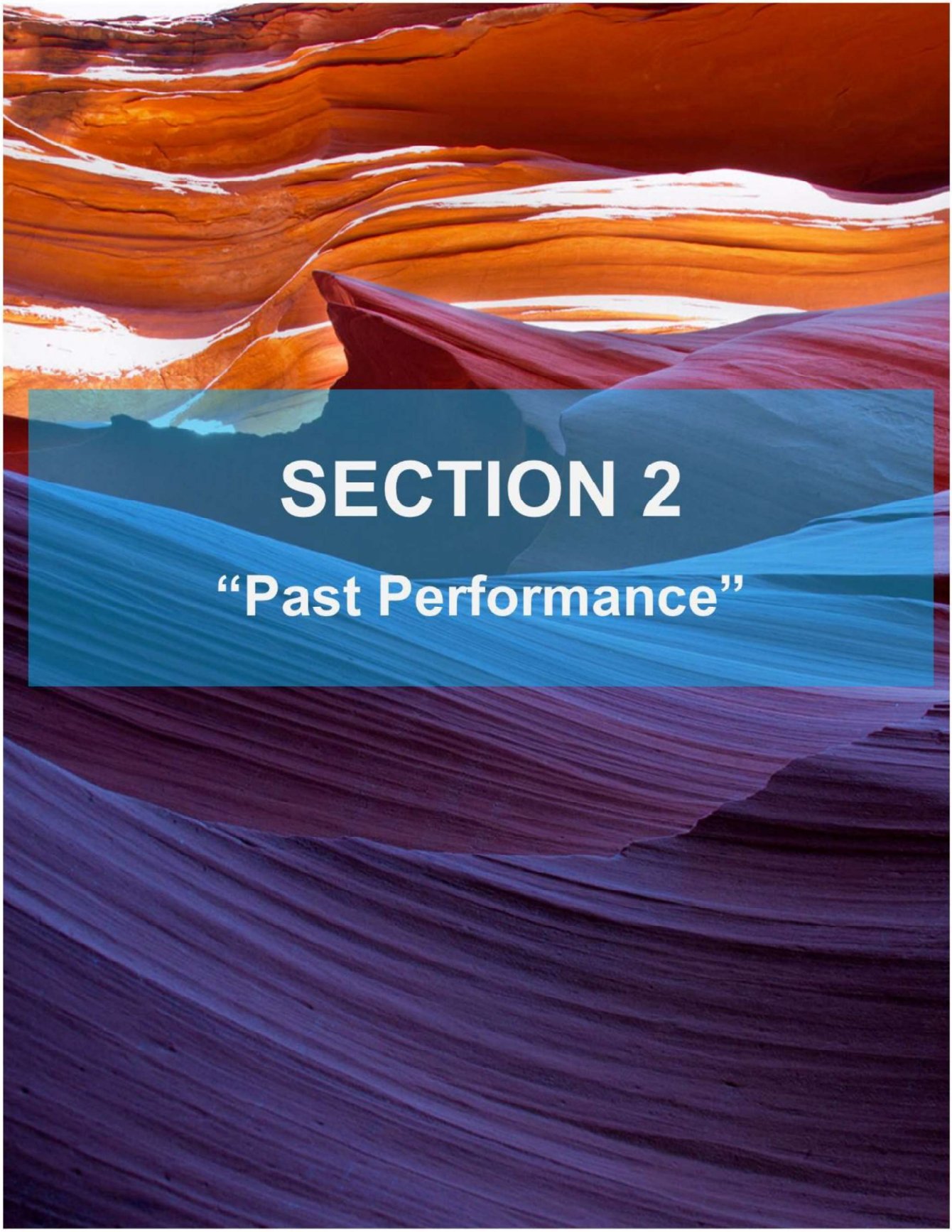
Although Sunstate Mechanical Services is licensed in Arizona, California, Texas, Alabama, and Washington, it operates from one location in Scottsdale.

1.5 Certify that your organization and any principal of the organization is not prohibited, suspended or otherwise declared ineligible to contract or provide any services required hereunder by any federal, state or local public agency.

Sunstate Mechanical Services certifies that is not prohibited, suspended or otherwise declared ineligible to contract or provide services required hereunder by any federal, state or local public agency.

1.6 Review the attached JOC Master Agreement and indicate if your firm is willing to sign this document, if awarded, as part of the agreement or provide any recommended changes.

Sunstate and its legal counsel has reviewed the JOC Master Agreement and agrees to the terms and conditions set forth, without changes.


SECTION 2
“Past Performance”

Sunstate Mechanical Services L.L.C.
a Marsden Services Company

2. PAST PERFORMANCE (Section 2)

2.1 Provide a statement of your experience providing job order construction services over the past few years.

Sunstate has been providing construction services in schools since Sunstate's beginning in 2001. We currently have four cooperative JOC contracts for mechanical (HVAC), plumbing, indoor air quality, and one that includes all three plus electrical.

As best practice, SMS uses the UPB for all projects. We use third-party software called FastDUCT and FastPIPE for design, estimating and pricing. The unit pricing is derived electronically through an online Master Catalog that contains more than 250,000 items---just for mechanical alone. SMS has utilized the FastDUCT and FastPIPE design and cost estimating system to ensure accuracy in the bill of materials and the pricing associated with them, since 2011. For all school and government projects, we compare the system's pricing to RS MEANS or other UPBs to ensure the best value for our customers.

2.2 Provide a list of your job order contracts. Include date of contract, contraction agency contact information and value of contract.

See the list beginning on the following page, that includes JOC school contracts over the last three to four years.

Transaction Date (Date of Sale)	Entity / Description	Entity PO number	Total Less Taxes and Bonds
10/04/18	Florence Unified School District	190294	$ 7,574.00
03/08/19	Show Low Unified School District #10	181370	$ 20,494.59
09/26/19	Tuba City Unified School District No.15	20200242	$ 3,498.00
10/14/19	Maricopa Unified School District #20	2000864	$ 6,378.38
10/16/19	Tuba City Unified School District No.15	20200240	$ 3,858.00
10/16/19	Tuba City Unified School District No.15	20200552	$ 14,340.00
12/24/19	Tuba City Unified School District No.15	20201149	$ 582.00
12/30/19	Avondale Elementary School District	200358	$ 1,968.00
12/30/19	Avondale Elementary School District	200358	$ 389.34
12/30/19	Laveen Elementary School District #59	200386	$ 1,349.00
12/31/19	Avondale Elementary School District	201346	$ 5,111.12
01/08/20	Gilbert Public Schools	20005780	$ 2,906.17
01/08/20	Avondale Elementary School District	200358	$ 687.50
01/17/20	Queen Creek Unified School District	19202954	$ 6,151.24
01/17/20	Cedar Unified School District	20282	$ 4,498.00
01/20/20	Avondale Elementary School District	201415	$ 538.37
01/22/20	Avondale Elementary School District	200358	$ 390.00
01/24/20	Tuba City Unified School District No.15	20201148	$ 10,816.83
01/29/20	Queen Creek Unified School District	19203021	$ 7,118.33
01/29/20	Creighton Elementary School	201510	$ 8,808.94
01/29/20	Avondale Elementary School District	201496	$ 5,910.49
01/30/20	Avondale Elementary School District	200358	$ 486.80
01/31/20	Madison Elementary School District	200278	$ 2,101.88
01/31/20	Avondale Elementary School District	200358	$ 1,292.75
01/31/20	Tuba City Unified School District No.15	20201148	$ 581.99
02/14/20	Cedar Unified School District	20302	$ 3,536.00
02/18/20	Phoenix Union High School District #210	Chris	$ 145.00
02/20/20	Creighton Elementary School	201689	$ 10,482.35
02/26/20	Tuba City Unified School District No.15	20200942	$ 8,886.00
02/28/20	Queen Creek Unified School District	19203701	$ 1,358.73
03/11/20	Madison Elementary School District	200278	$ 289.00
03/11/20	Washington Elem School District	2000658	$ 379.00
03/12/20	Queen Creek Unified School District	19203701	$ 710.00
03/16/20	Avondale Elementary School District	201774	$ 6,523.71
03/19/20	Avondale Elementary School District	200358	$ 6,037.10

03/31/20	Madison Elementary School District	200278	$ 14,724.32
03/31/20	Madison Elementary School District	200278	$ 973.98
04/09/20	Avondale Elementary School District	201833	$ 8,748.23
04/09/20	Madison Elementary School District	200278	$ 1,661.43
04/27/20	Queen Creek Unified School District	Need PO	$ 290.00
04/29/20	Washington Elem School District	2004905	$ 28,130.00
04/29/20	Avondale Elementary School District	202223	$ 15,999.00
05/07/20	Madison Elementary School District	201677	$ 6,008.00
05/21/20	Tanque Verde Unified School District	9200123	$ 2,331.78
05/21/20	Paradise Valley United School District	N/A	$ 564.65
06/08/20	Tuba City Unified School District No.15	20201703	$ 14,655.79
06/12/20	Tuba City Unified School District No.15	20201566	$ 33,723.00
06/22/20	Tolleson UHSD #214	2006222	$ 19,509.47
06/30/20	Madison Elementary School District	210158	$ 3,682.09
06/30/20	Avondale Elementary School District	210211	$ 735.50
07/15/20	Cedar Unified School District	21029	$ 2,634.58
07/15/20	Avondale Elementary School District	210211	$ 519.26
07/15/20	Tuba City Unified School District No.15	20210053	$ 3,213.28
07/15/20	Cedar Unified School District	21029	$ 2,634.58
07/27/20	Tuba City Unified School District No.15	20210097	$ 7,024.88
07/29/20	Avondale Elementary School District	210211	$ 5,766.29
07/31/20	Madison Elementary School District	210158	$ 2,999.36
07/31/20	Gilbert Public Schools	Need PO	$ 9,610.74
07/31/20	Avondale Elementary School District	210211	$ 534.00
08/07/20	Tuba City Unified School District No.15	20210163	$ 3,490.85
08/10/20	Tuba City Unified School District No.15	20210128	$ 3,898.43
08/10/20	Tuba City Unified School District No.15	20210132	$ 632.16
08/10/20	Tuba City Unified School District No.15	20210165	$ 3,558.57
08/18/20	Avondale Elementary School District	210211	$ 1,377.76
08/25/20	Avondale Elementary School District	210211	$ 1,311.52
08/25/20	Avondale Elementary School District	210211	$ 1,311.52
08/26/20	Cedar Unified School District	21056	$ 2,894.11
08/26/20	Cedar Unified School District	21056	$ 2,894.11
08/31/20	Tuba City Unified School District No.15	20210232	$ 8,225.07
08/31/20	Tuba City Unified School District No.15	20210232	$ 8,225.07
09/04/20	Tuba City Unified School District No.15	20210280	$ 2,441.01
09/04/20	Tuba City Unified School District No.15	20210280	$ 2,441.01

09/17/20	Avondale Elementary School District	210211	$ 722.00
09/17/20	Avondale Elementary School District	210211	$ 332.00
09/17/20	Avondale Elementary School District	210211	$ 7,421.62
09/17/20	Avondale Elementary School District	210211	$ 578.00
09/29/20	Madison Elementary School District	210158	$ 331.50
09/29/20	Avondale Elementary School District	210211	$ 353.00
09/30/20	Avondale Elementary School District	210110	$ 16,944.58
09/30/20	Tuba City Unified School District No.15	20210423	$ 2,652.00
10/08/20	Tuba City Unified School District No.15	20210330	$ 16,802.00
10/09/20	Cedar Unified School District	21125	$ 2,826.51
10/13/20	Avondale Elementary School District	210211	$ 771.50
10/13/20	Avondale Elementary School District	210211	$ 459.00
10/16/20	Avondale Elementary School District	210211	$ 1,967.79
10/16/20	Avondale Elementary School District	210211	$ 1,061.50
10/16/20	Avondale Elementary School District	210211	$ 849.00
10/20/20	Avondale Elementary School District	210211	$ 584.00
10/21/20	Avondale Elementary School District	210211	$ 326.25
10/30/20	Humboldt Unified School District #22	210656	$ 14,780.35
10/30/20	Avondale Elementary School District	210211	$ 1.00
10/30/20	Avondale Elementary School District	210211	$ 367.00
10/30/20	Madison Elementary School District	210158	$ 561.50
10/30/20	Avondale Elementary School District	210211	$ 1,119.31
11/10/20	Avondale Elementary School District	211210	$ 509.90
11/16/20	Avondale Elementary School District	211362	$ 763.96
11/30/20	Tuba City Unified School District No.15	20210493	$ 18,941.71
11/30/20	Tuba City Unified School District No.15	20210530	$ 3,572.04
11/30/20	Tuba City Unified School District No.15	20210531	$ 2,568.70
11/30/20	Avondale Elementary School District	211089	$ 1,577.77
12/10/20	Tuba City Unified School District No.15	20210574	$ 2,344.63
12/18/20	Avondale Elementary School District	210211	$ 9,226.21
12/18/20	Avondale Elementary School District	210211	$ 774.00
12/18/20	Madison Elementary School District	210158	$ 352.60
12/24/20	Tuba City Unified School District No.15	20210598	$ 10,912.31
01/12/21	Cedar Unified School District	21162	$ 3,297.21
01/12/21	Madison Elementary School District	210158	$ 601.25
01/19/21	Madison Elementary School District	210158	$ 779.90
01/26/21	Madison Elementary School District	210158	$ 663.00

01/26/21	Madison Elementary School District	211064	$ 909.05
01/29/21	Avondale Elementary School District	210211	$ 379.00
01/29/21	Avondale Elementary School District	210211	$ 3,410.91
01/29/21	Avondale Elementary School District	210211	$ 3,137.94
01/31/21	Madison Elementary School District	210158	$ 327.50
01/31/21	Tuba City Unified School District No.15	20210646	$ 2,447.40
01/31/21	Avondale Elementary School District	210211	$ 977.91
02/08/21	Avondale Elementary School District	211361	$ 1,363.75
02/11/21	Madison Elementary School District	210158	$ 504.00
02/11/21	Avondale Elementary School District	210111	$ 1,190.25
02/12/21	Avondale Elementary School District	210774	$ 72,093.52
02/12/21	Tuba City Unified School District No.15	20210673	$ 1,385.02
02/12/21	Tuba City Unified School District No.15	20210715	$ 2,246.56
02/17/21	Tuba City Unified School District No.15	20210679	$ 4,874.81
02/19/21	Avondale Elementary School District	211400	$ 5,702.61
02/20/21	Tuba City Unified School District No.15	20210872	$ 5,921.02
02/23/21	Tuba City Unified School District No.15	20220319	$ 50,673.61
02/28/21	Avondale Elementary School District	210211	$ 2,687.75
03/23/21	Tuba City Unified School District No.15	20210815	$ 8,443.86
03/24/21	Tuba City Unified School District No.15	20210816	$ 5,790.62
03/30/21	Avondale Elementary School District	211623	$ 1,161.50
03/31/21	Laveen Elementary School District #59	211362	$ 10,840.90
03/31/21	Tuba City Unified School District No.15	2021085	$ 2,639.39
03/31/21	Avondale Elementary School District	211623	$ 421.50
04/01/21	Avondale Elementary School District	211623	$ 379.00
04/07/21	Tuba City Unified School District No.15	20210855	$ 2,639.39
04/12/21	Avondale Elementary School District	211623	$ 220.00
04/12/21	Avondale Elementary School District	211623	$ 405.00
04/15/21	Avondale Elementary School District	211623	$ 92.50
04/15/21	Avondale Elementary School District	211523	$ 257.50
04/20/21	Tuba City Unified School District No.15	20210865	$ 4,979.65
04/20/21	Tuba City Unified School District No.15	20210867	$ 2,742.23
04/20/21	Tuba City Unified School District No.15	20210868	$ 2,742.23
04/21/21	Tuba City Unified School District No.15	20210716	$ 4,523.10
04/22/21	Tuba City Unified School District No.15	20210724	$ 15,050.00
04/22/21	Tuba City Unified School District No.15	20210847	$ 4,987.78
04/22/21	Tuba City Unified School District No.15	20210858	$ 22,927.72

04/23/21	Murphy School District #21	210499	$ 2,701.63
04/23/21	Tuba City Unified School District No.15	20210866	$ 36,521.54
04/23/21	Avondale Elementary School District	211623	$ 1,119.00
04/23/21	Murphy School District #21	210449	$ 4,567.33
04/26/21	Madison Elementary School District	211623	$ 374.00
04/26/21	Tuba City Unified School District No.15	20210871	$ 5,921.02
04/26/21	Avondale Elementary School District	211673	$ 7,485.73
04/30/21	Tuba City Unified School District No.15	20210870	$ 19,349.66
04/30/21	Avondale Elementary School District	211674	$ 4,400.69
04/30/21	Avondale Elementary School District	211623	$ 305.00
04/30/21	Avondale Elementary School District	211623	$ 102.50
05/10/21	Tuba City Unified School District No.15	20210949	$ 19,941.62
05/10/21	Cedar Unified School District	21221	$ 2,826.57
05/25/21	Avondale Elementary School District	211623	$ 1,004.10
05/28/21	Avondale Elementary School District	211623	$ 839.00
05/31/21	Humboldt Unified School District #22	211406	$ 18,765.65
06/09/21	Tuba City Unified School District No.15	20210873	$ 86,118.34
06/14/21	Tuba City Unified School District No.15	20210894	$ 81,698.95
06/16/21	Tuba City Unified School District No.15	20210980	$ 11,509.39
06/16/21	Tuba City Unified School District No.15	20211003	$ 40,490.52
06/23/21	Tuba City Unified School District No.15	20210964	$ 37,598.34
06/23/21	Tuba City Unified School District No.15	20210967	$ 72,304.50
06/23/21	Tuba City Unified School District No.15	20210968	$ 52,059.24
06/24/21	Avondale Elementary School District	211623	$ 1,337.75
06/30/21	Tuba City Unified School District No.15	20211126	$ 16,584.82
06/30/21	Avondale Elementary School District	211623	$ 2,820.97
07/20/21	Tuba City Unified School District No.15	20220075	$ 10,325.10
07/20/21	Avondale Elementary School District	220201	$ 2,795.42
07/26/21	Avondale Elementary School District	220104	$ 5,547.04
07/28/21	Avondale Elementary School District	220201	$ 127.50
07/31/21	Humboldt Unified School District #22	211482	$ 13,928.39
08/09/21	Avondale Elementary School District	220201	$ 564.25
08/12/21	Cedar Unified School District	22050	$ 6,883.68
08/23/21	Avondale Elementary School District	220653	$ 979.00
08/24/21	Avondale Elementary School District	220652	$ 9,347.92
08/25/21	Tuba City Unified School District No.15	20220128	$ 86,765.38
08/25/21	Tuba City Unified School District No.15	20220130	$ 95,441.94

08/25/21	Tuba City Unified School District No.15	20220236	$ 21,091.40
08/25/21	Tuba City Unified School District No.15	22020265	$ 22,081.56
08/25/21	Tuba City Unified School District No.15	20220215	$ 22,081.55
08/27/21	Tuba City Unified School District No.15	20220131	$ 95,441.94
08/31/21	Avondale Elementary School District	220201	$ 1,832.00
08/31/21	Avondale Elementary School District	220201	$ 4,290.96
09/01/21	Humboldt Unified School District #22	220490	$ 843.17
09/08/21	Tuba City Unified School District No.15	20220317	$ 3,206.23
09/08/21	Tuba City Unified School District No.15	20220318	$ 3,394.47
09/09/21	Tuba City Unified School District No.15	20220129	$ 86,765.38
09/09/21	Tuba City Unified School District No.15	20220132	$ 98,334.12
09/10/21	Avondale Elementary School District	220201	$ 2,320.38
09/13/21	Cedar Unified School District	20220473	$ 3,780.41
09/13/21	Tuba City Unified School District No.15	20220426	$ 21,915.23
09/13/21	Tuba City Unified School District No.15	20220426	$ 21,915.23
09/24/21	Tuba City Unified School District No.15	20220133	$ 75,196.68
09/24/21	Tuba City Unified School District No.15	20220134	$ 72,304.50
09/24/21	Tuba City Unified School District No.15	20220135	$ 89,657.58
09/24/21	Tuba City Unified School District No.15	20220244	$ 43,382.70
09/24/21	Humboldt Unified School District #22	220552	$ 9,926.63
09/24/21	Humboldt Unified School District #22	220630	$ 9,926.63
09/24/21	Avondale Elementary School District	220201	$ 2,355.25
09/28/21	Humboldt Unified School District #22	220664	$ 7,844.68
09/28/21	Tuba City Unified School District No.15	20220512	$ 1,848.64
09/30/21	Humboldt Unified School District #22	220553	$ 10,141.11
09/30/21	Tuba City Unified School District No.15	20220476	$ 5,776.34
09/30/21	Tuba City Unified School District No.15	20220565	$ 19,771.47
09/30/21	Avondale Elementary School District	220201	$ 657.29
10/05/21	Avondale Elementary School District	220201	$ 3,627.62
10/12/21	Tuba City Unified School District No.15	20220472	$ 19,923.49
10/19/21	Avondale Elementary School District	220983	$ 3,636.63
10/21/21	Humboldt Unified School District #22	220461	$ 8,922.22
10/21/21	Tuba City Unified School District No.15	20220404	$ 37,295.08
10/22/21	Tuba City Unified School District No.15	20220366	$ 71,253.34
10/27/21	Cedar Unified School District	20220471	$ 11,896.12
11/05/21	Avondale Elementary School District	220201	$ 546.50
11/18/21	Tuba City Unified School District No.15	20220821	$ 10,891.85

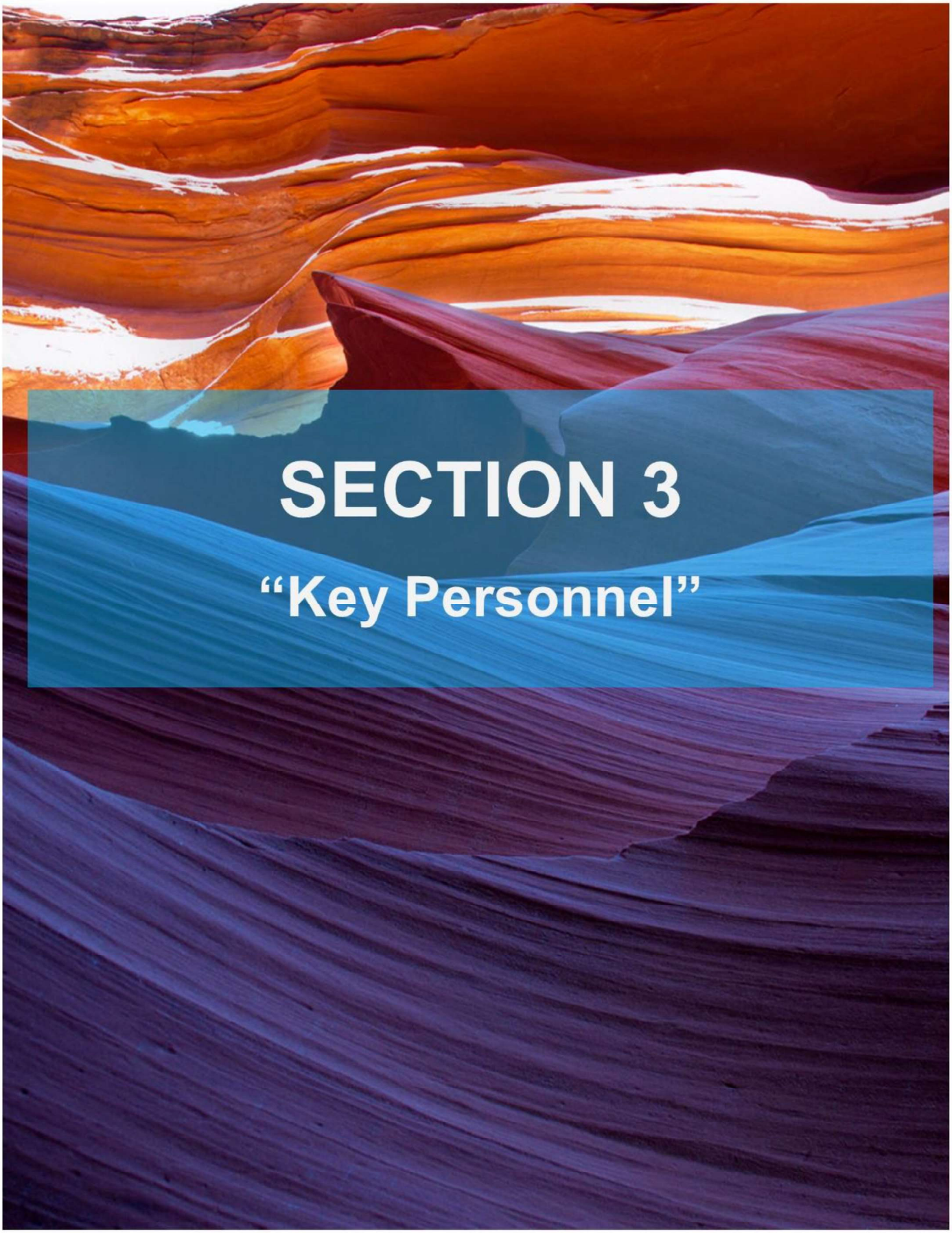
11/19/21	Tuba City Unified School District No.15	20220364	$ 20,698.51
11/19/21	Tuba City Unified School District No.15	20220765	$ 21,180.57
11/22/21	Humboldt Unified School District #22	220890	$ 17,564.15
11/30/21	Tuba City Unified School District No.15	20220764	$ 10,487.44
12/13/21	Tuba City Unified School District No.15	20220315	$ 89,657.58
12/14/21	Tuba City Unified School District No.15	22264	$ 2,301.44
12/15/21	Tuba City Unified School District No.15	20220136	$ 89,657.58
12/15/21	Tuba City Unified School District No.15	20220316	$ 47,877.45
12/17/21	Tuba City Unified School District No.15	20220365	$ 82,786.41
12/17/21	Tuba City Unified School District No.15	20220475	$ 24,772.26
12/17/21	Cedar Unified School District	22192	$ 2,826.57
12/17/21	Tuba City Unified School District No.15	20220793	$ 28,921.80
12/31/21	Humboldt Unified School District #22	20220820	$ 15,413.62
01/31/22	Avondale Elementary School District	220964	$ 946.38

2.3 Provide a description of your experience working on educational or public sector-based projects, working on multiple project simultaneously, and working during limited time frames such as summer breaks and during a typical school year.

The JOC project list above in 2.2 is a pretty good indicator that we are able to facilitate multiple projects simultaneously and were able to do so efficiently and effectively, by seeing the overlap in dates. Couple these projects with the commercial projects we undertake and it's quite revealing that Sunstate has the resources, knowledge, expertise and ability to provide year-round services.

Again, by reviewing the dates in 2.2, a good portion of the projects listed we performed simultaneously and occurred during the summer months. We also focus on minimizing disruptions in the normal activities and flow of the schools' daily operation by working the administration and staff to select the best times to work on projects.

Marsden CleanAir Ionization Generator installed at Tuba City Unified School District. More information in this system in Section 6.


SECTION 3
“Key Personnel”

Sunstate Mechanical Services L.L.C.
a Marsden Services Company

3. PERSONNEL (Section 3)

3.1 Provide a listing of key personnel that will be assigned to this contract and include the following:

3.1.1 Their professional discipline, areas of specialization, achievements, etc.

3.1.2 Resumes or bios to include educational background, certifications, registration/license status, employment history

3.1.3 List of governmental/educational projects the individual had direct involvement; this may include actual work experience with submitting firm or prior engagements with other firms

3.1.4 Number of years with current firm, number of years in the profession

Chris R. Kurtz, Director of Sales and Marketing

3.1.1 Chris has been the senior operations and administrative manager for Sunstate Mechanical Services for almost 12 years. His current areas of specialization include business operations and management, business development, senior corporate liaison, field operations, sales, estimating, planning & design, and safety.

3.1.2 See Chris's resume on the following page.

3.1.3 Chris has been the lead manager for hundreds of projects for government and education customers over the years, including state and local governments, Federal (BIA, FAA, Border Patrol). Here is a list of educational clients he was directly involved with over the years.

Ajo USD	Kenilworth Elem
Alhambra ESD	Lake Havasu USD
Alpine ESD	Laveen ESD
Avondale ESD	Liberty ESD
Baboquivari USD	Litchfield ESD
Bales Elem.	Littleton Elem
Buckeye ESD	Madison ESD
Camelback HS	Marana USD
Casa Grande ESD	Maricopa USD
Catalina Foothills HS	Mesa Public Schools

Cave Creek USD	Murphy ESD
Cedar USD	Nadaburg ESD
Cheatham Elem	Palominas ESD
Chinle USD	Paradise Valley USD
Colorado River UHSD	Patagonia UHSD
Coolidge USD	Payson USD
Creighton ESD	Phoenix UHSD
Deer Valley USD	Pinon USD
Desert Star School	Queen Creek USD
Douglas USD	Round Valley USD
Dysart HS	Sacaton ESD
Eloy ESD	San Tan Foothills Elem
Eloy Jr HS	Santa Cruz HS
Estrella Mountain Elem	Scottsdale USD
Florence USD	Show-Low USD
Fountain Hills USD	Tanque Verde USD
Fowler ESD	Tempe USD
Gila Crossing Community School	Tolleson ESD
Gilbert Public Schools	Tolleson USD
Higley USD	Tuba City USD
Humboldt USD	Washington ESD
JO Combs USD	Wilson ESD
Joseph City USD	Yarnell ESD

3.1.4 Chris has been with Sunstate Mechanical Services for 12 years and has been in the industry approximately 25 years.

CHRIS R. KURTZ

2963 N. Sonoran Hills, Mesa, AZ 85205
chrisk@sunstatemechanical.com, (480)-201-6921

CAREER SUMMARY

I have devoted my entire career on mechanical systems for heating, cooling and ventilation, which has spanned more than 25 years. In 2010, I became Vice President and have taken the lead in managing the company's operations. My current job title has changed to Director of Sales and Estimating, but the responsibilities remain the same. At this point in my career, I am fulfilling the objective I set for myself years ago, to successfully manage a mechanical services company.

EMPLOYMENT HISTORY

Nov 2010 - Present **SUNSTATE MECHANICAL SERVICES; Scottsdale, AZ**
Director of Sales and Estimating

Responsible for managing the business, overseeing field operations; sales, estimating, planning and design, and supervising more than 50 technicians, field managers and office staff. Oversee accounting, including budgeting and all expenditures.

Aug 2008 - Nov 2010 **DESERT COMFORT AIR CONDITION; Phoenix, AZ**
Estimator, Projects Manager

Estimating, project negotiations, equipment & material buy-out, submittal review, business development and customer relations

Apr 2007 – Aug 2008 **RUSHMORE SHEET METAL AND AIR CONDITIONING; Phoenix, AZ**
Project Manager / Estimator

Estimating, scheduling, manpower management, budgeting, business development and customer relations.

Mar 2004 – Feb 2007 **HOCTOR REFRIGERATIN AND HEATING, INC.; Phoenix, AZ**
Field Supervisor

Managed the commercial installation department, managed field staff, air balancing, system design, ensured quality and accuracy.

Apr 2000 – Mar 2004 **WKW MECHANICAL COMPANY; Morgan Hill, CA**
Field Supervisor

Installer for large commercial projects.

Jun 1997 – Apr 2000 **THERMA, INC.; San Jose, CA** **Commercial Journeyman, Installer**

Installer for large commercial projects.

EDUCATION

Foothill College – Los Altos Hills, CA **Major:** Air Conditioning

SPECIALIZED TRAINING AND CERTIFICATIONS

- **Arizona Corporation Commission -** Arizona Blue State, Inc. – 2012
  - **Mitsubishi** - Diamond Designer - 2011
  - **GREENHECK** - Kitchen Ventilation Systems – 2009
  - **The HVAC Technician Certification Program** - EPA Universal Technician – 2005
  - **Foothills College -** Air Conditioning Specialist – 2001
  - **International Training Institute -** Certificate, Sheet Metal and Air Conditioning – 2001
  - **California Apprenticeship Council** - Certificate, Apprenticeship A/C Specialist

CURRENT AND PREVIOUS PROFESSIONAL AFFILIATIONS

- **Arizona Association of School Business Officials (AASBO)**

REFERENCES

Available Upon Request

Sean Jefferies, Sr. Estimator

3.1.1 Sean has been the Sunstate's Senior Estimator for 10 years. His current areas of specialization include business operations and management, business development, sales, estimating, planning & design.

3.1.2 See Sean's resume on the following page.

3.1.3 Sean has been directly involved with hundreds of government and education projects, not only with Sunstate, but with his own mechanical business prior to his current position. His background with state, local, and federal governments include BIA, FAA, Border Patrol, school districts, and universities. To save on the number of pages, please see the list of schools and districts in Chris Kurtz's 3.1.3. Sean was also directly involved in providing price estimates for those contracts.

3.1.4 Sean has been with Sunstate Mechanical Services for 10 years and has been in the industry for more than 20 years.

SEAN JEFFRIES

5101 E. Tamblo Dr., Phoenix, AZ 85044
seanj@suntatemechanical.com, (480) 201-6922

OBJECTIVE

My objective is to work progressively in sales and estimating with a growing mechanical company.

EMPLOYMENT HISTORY

Feb 2012 - Present **SUNSTATE MECHANICAL SERVICES; Scottsdale, AZ**
Senior Estimator

Provide cost estimates for major projects, and review estimates from sales team executives. Responsibilities have covered sales, estimating, purchasing and field management.

Oct 2000 – Feb 2012 **PAGE MECHANICAL; Phoenix, AZ**
Owner and Operator
Owned and operated a mechanical HVAC company.

EDUCATION

U.S. Department of Labor Mine Safety and Health Administration
- Surface, underground, metal, and non-metal mine training

Occupational Safety and Health Administration
- 10 and 30-hour training

SPECIALIZED TRAINING AND CERTIFICATION

MITSUBISHI ELECTRIC - *City Multi (VRF) Service*

SAMSUNG *DVM (VRF) Service*

LOARS - Boiler Service

TRANE – *Rotary Chiller Service, Service Agreement Workshop*

ARIZONA BLUE STAKE - *Excavator Education Course*

NORMAN S WRIGHT CO. - *Design and Application of Variable Refrigerant Systems, Service Agreement Workshop (2016)*

ACCA

- *Superior Customer Training (2015)*
- *Intermediate Wiring Systems & diagrams (2015)*
- *Understanding & Creating Wiring Diagrams (2015)*
- *Advanced System Diagnostics (2015)*
- *Heat Pump Service & troubleshooting (2015)*

REFERENCES

Available Upon Request

Andy Gonzales, Sales Executive

Andy began working for Sunstate Mechanical Services in 2007 as a parts driver. He was quickly promoted into the field and started performing maintenances on HVAC equipment and learning the trade. He has taken several professional advancement classes over the years and gained numerous specialized certificates with Variable Refrigerant Flow (VRF), including Mitsubishi, Samsung, Daikin and Fujitsu.

Over the nine years as a technician, he gained vast knowledge of the HVAC field and has mastered maintenance and installation on virtually any type of HVAC product. Andy has been a Sunstate sales representative for a number of years and was promoted to Sales Executive position seven years ago. His ability to provide quick and accurate proposals has given him the ability to develop and maintain lasting relationships with his clients.

3.1.1 Andy started with Sunstate in 2007 as a parts driver and has worked his way into a sales executive position. Andy is recognized as a leading salesperson with Sunstate.

3.1.2 See Andy's resume on the following page.

3.1.3 Andy has been directly involved with many education customer projects in his current position, and again, please refer to the list provided in Chris Kurtz's 3.1.3. Andy has worked or was the lead salesperson for most of the schools on the list.

3.1.4 Andy has been with Sunstate Mechanical Services for 15 years and has been in the industry for the same number of years.

ANDY GONZALES

12021 N. 96th St. Scottsdale, AZ 85260
andyg@sunstatemechanical.com, (480) 201-6912

PROFESSIONAL SUMMARY

I started working for Sunstate Mechanical in 2007 as a parts driver. I was quickly promoted into the field and start my apprenticeship. I've taken several professional advancement courses over the years and gained numerous certifications. As a technician I specialized my training in VRF systems such as Mitsubishi and Samsung. Over the years I've gained vast knowledge of the HVAC field and have worked on everything from chillers to package units. Through my ability to quickly develop and maintain relationships with customers, I have been in the sales representative role for almost seven years and continue to surpass sales expectations.

EMPLOYMENT HISTORY

Aug 2015 - Present **SUNSTATE MECHANICAL SERVICES; Scottsdale, AZ**
Sales Executive

- **Outside Sales**
- **Estimating and Proposals**
- **Equipment Replacement Specialist**
- **Customer Relations**
- **Technical Support**
- **Site Evaluation**
- **Project Managing**
- **Project Coordinator**
- **Plan and Permitting Coordination**
- **Collections**
- **Service Coordination**
- **Emergency Service Diagnosis**
- **Emergency HVAC Solutions**

Jan 2007 – Aug 2015 **SUN STATE MECHANICAL SERVICES; Scottsdale, AZ**
Field Technician and Parts Driver

- **On Call Service**
- **Service Chiller**
- **Service Boilers**
- **Service Package Units**
- **Service VRF Equipment**
- **MSHA and OSHA Training**
- **Emergency HVAC Solutions**
- **Multiple HVAC Training Classes Per Year**

SKILLS

- **Preventative Maintenance**
- **HVAC Troubleshooting & Diagnostics**
- **Equipment Installation**
- **Blueprint Interpretation**
- **Electrical & Mechanical Repairs**
- **Outstanding Customer Service**
- **Excellent Negotiating Skills**
- **Safety Compliance**

SPECIALIZED TRAINING AND CERTIFICATION

- **Service Agreement Workshop – Trane (2016)**
- **Superior Customer Service – ACCA (2015)**
- **Intermediate Wiring Systems & Diagrams – ACCA (2015)**
- **Understanding & Creating Wiring Diagrams – ACCA (2015)**
- **Advance System Diagnostics) – ACCA (2015)**
- **Heat Pump Service & Troubleshooting – ACCA (2015)**
- **10- & 30-Hour Construction Safety and Health) OHSA (2014)**
- **Fundamentals of Chillers for Technicians – Carrier University (2011)**
- **Mitsubishi Diamond Designer Seminar – Mitsubishi (2010)**
- **Samsung DVM (VRF) Service – Samsung (2010)**
- **30 Hour MSHA Training – MSHA (2010)**
- **Asbestos Awareness Training – OSHA (2010)**
- **Mitsubishi Citi Multi-Service Course – Mitsubishi (2008)**
- **EPA Certification – Mainstream Engineering Corp. (2007)**

REFERENCES

Available upon request.

Brent Youngkin, Sales Executive

Brent has been with Sunstate Mechanical Services for more than 20 years. His responsibilities have expanded as a Sales Executive to include several special projects, such as the point of contact for Marsden's CleanAir Ionization Generator program, which is discussed further in Section 6, Miscellaneous.

3.1.1 Brent has been with Sunstate for 20+ years, beginning as a field technician and now a member of the sales team. As mentioned above, Brent was selected and took on the responsibility for starting Marsden's CleanAir national program. He was also a key player for Marden Services new business, based in Tucson, working directly with Amazon.

3.1.2 See Brent's resume on the following page.

3.1.3 Brent has been directly involved with hundreds of government and education projects, not only with Sunstate, but with his own mechanical business prior to his current position. His background with state, local, and federal governments include BIA, FAA, Border Patrol, school districts, and universities.

3.1.4 Brent has been with Sunstate Mechanical Services for 10 years and has been in the industry for more than 20 years.

BRENT YOUNGKIN

17012 W Statler St., Surprise, AZ 85388
brenty@sunstatemechanical.com, (480) 201-692

PROFESSIONAL SUMMARY

As a highly productive, enthusiastic professional, I continue to hone my skills in the HVAC and plumbing industries. The extensive experienced gained in 20+ years in the industry has given me the ability to be an effective and knowledgeable sales associate.

EMPLOYMENT HISTORY

Jun 2001 - Present **SUNSTATE MECHANICAL SERVICES; Scottsdale, AZ**
Sales Executive

Assist existing clients to establish goals, develop and review plans, and provide cost effective solution for their projects. Estimate mechanical, plumbing, electrical, and IAQ pricing. Support current clients while seeking new customers in commercial and educational markets.

Apr 1999 – Jun 2001 **MECHANICAL MAINTENANCE SERVICES; Phoenix, AZ**

Performed all phases of HVAC installation, repairs and warranty issues.

EDUCATION

Universal Technical Institute – Phoenix, AZ (1995 – 1996) - HVAC

CERTIFICATIONS

- City Multi Variable Refrigerant Flow (Mitsubishi Electric) April 26th 2007
- Diamond Design (Mitsubishi Electric) October 27th 2010
- DVM Variable Refrigerant Flow (Samsung/Quietside) April 10th 2009
- Boiler Service (Laars Heating Systems) March 21st 2012
- Rotary Chiller Service (The Trane Company) December 10th 2004
- Excavator Education Course (Arizona Blue Stake, Inc.) March, 27th 2012
- Superior Customer Service (Air Conditioning Contractors of America (ACCV)
- 10- and 30-Hour Training (OSHA)
- Surface, Underground, Metal and Nonmetal mine Trained (U.S. Department of Labor Mine Safety and Health Administration)

REFERENCES

Available upon request.

Bill Brannen, Government Relations Specialist

Bill is Sunstate's liaison for government entities and public schools. Originally, he was hired in 2014 as an independent consultant but was brought on board in a part-time capacity in 2019. As a member of the sales team his role includes creating proposal responses for IFBs and RFPs, networking with AASBO members and other government entities. Bill works with our parent company, Marsden Services LLC, with contracts, marketing and maintaining social media accounts.

Bill is a State of Arizona retiree, having served as purchasing director for Coconino Community College, Flagstaff Unified School District, Mohave Educational Services Cooperative and Creighton Elementary School District. He has JOC experience as both the client and the contractor and has co-presented JOC breakout sessions at AASBO conferences.

Bill obtained his lifetime C.P.M. designation in 2006.

3.1.1 Bill has been a Sunstate employee since 2019 as its Government Relations Specialist but was previously a consultant providing the same services since 2014. His current areas of specialization include development of bids and proposals, marketing, maintaining social media accounts, education and government business development, sales, representing the company at conferences and meetings.

3.1.2 See Bill's resume on the following page.

3.1.3 Bill has worked on and with hundreds of government and education bids and proposals, during his years at Mohave Educational Services Cooperative, Coconino Community College, Flagstaff Unified School District, Creighton Elementary School District and, his consulting firm, Quotellus.

3.1.4 Bill has been with Sunstate Mechanical Services for more than three years, worked as a consultant from 2014 to 2018, and has been in the government and education industry for more than 28 years.

WILLIAM SCOTT BRANNEN, JR.

10218 W. Highwood Ln., Sun City, AZ 85373
b.brannen549@outlook.com, 928-607-4667

EMPLOYMENT HISTORY

Jan 2019 – Present **SUNSTATE MECHANICAL SERVICES;**
Scottsdale, AZ

Government Relations Specialist

This position provides liaison services between Sunstate Mechanical Services and government & education entities. It entails conducting marketing research, client outreach, developing communication strategies, creating proposals and bids, and representing the company at conferences, trade shows and meetings.

Mar 2014 – Dec 2018 **QUOTELLUS, LLC; Sun City, AZ**
Owner / Consultant

Quotellus Consulting assisted companies, firms and individuals seeking government contracts through competitive bidding and proposing processes.

June 2013– Feb 2014 **CREIGHTON ELEMENTARY SCHOOL DISTRICT; Phoenix, AZ**
Purchasing Manager

Duties included direction and leadership for the purchasing department, which provides procurement services for more than nine schools.

April 2011- Jun 2013 **MOHAVE EDUCATIONAL SERVICES COOPERATIVE; Kingman, AZ**
Director of Contracting Programs

Reporting directly to the Executive Director, the Director of Contracting Programs is responsible for development and management of the organization's cooperative procurement contracting program.

Jan. 2001- Mar. 2011 **FLAGSTAFF UNIFIED SCHOOL DISTRICT; Flagstaff, AZ**
Director of Materials and Contract Management

Provided direction and leadership for the Materials & Contracts Management departments: purchasing, district warehouse operations, printing services, postal services, property management (fixed asset and surplus property), and accounts payable from 2001-2005.

May 2000 – Jan. 2001 **HONEYWELL INTERNATIONAL AEROSPACE (Engines Division);**
Phoenix, AZ - Planner/Buyer/Administrator

Planned, purchased and administrated aerospace products, utilizing MRP software to initiate and administrate orders.

June 1994-May 2000 **COCONINO COUNTY COMMUNITY COLLEGE*; Flagstaff, AZ***
Director for Purchasing and Auxiliary Services

Reporting directly to the Vice President of Administrative Support, duties included providing direction and leadership for the centralized purchasing department, shipping and receiving, inventory control, and auxiliary services operations.

June 1980- June 1994 **AIRESEARH / ALLIEDSIGNAL AEROSPACE; Phoenix, AZ**
Planner/Buyer/Administrator

Planned, purchased, and administrated aerospace products (nationally and internationally), utilizing MRP software to initiate and administer orders.

EDUCATION

Arizona State University - Tempe, AZ — **Major:** Business
New Mexico State University - Las Cruces, NM — **Major:** Mass Communications
Glendale Community College - Glendale, AZ — **Major:** Mass Communications

CERTIFICATIONS

Certified Purchasing Manager (C.P.M.) – Lifetime (Issued Nov. 2006)
–Institute for Supply Management, Inc.

SPECIALIZED TRAINING

American Production and Inventory Control Society (APICS)
Statistical Process Control (SPC)
Total Quality Leadership Training (TQL)

CURRENT AND PREVIOUS PROFESSIONAL AFFILIATIONS

Arizona Association of School Business Officials (AASBO)
Center for Job Order Contracting Excellence – Arizona Chapter
Mohave Educational Services Cooperative Board of Trustees, March 2006 to 2011
–Vice President 2008-2011
National Institute of Governmental Purchasers (NIGP) – Grand Canyon Chapter
– Founding Vice President
National Association of Educational Buyers (NAEB)

REFERENCES

Available Upon Request

Pablo Provencio, Project Manager

In 1991, Pablo entered the C.A.R.L.O.T.A. police academy here in Arizona and served as a police officer for 12 years, 6 years as a county investigator, in southeastern Arizona.

In 2004, Pablo made a career change and entered into the commercial construction industry, beginning as a plumbing apprentice. He quickly gained knowledge in many different aspects of the industry. Through time and added experience, Pablo became a "lead" to foremen who taught him additional skills which added to his success.

3.1.1 Pablo is one of our Project Managers and has been a Sunstate employee since March of this year.

3.1.2 See Pablo's resume on the following page.

3.1.3 Pablo has worked on:

- Arizona State University, numerous projects which included BIO Design A, B, C and other research labs on campus. Both in Tempe and east valley campus.
- Mesa Crime Lab. Standard maintenance and calibrations of air control valves for critical spaces.
- New Mexico Crime Lab in Albuquerque N.M. (Same as above)
- Grand Canyon State University. Tenant Improvement project which included extensive replacement of exhaust and supply air control valves for research.
- Los Alamos in New Mexico. Programming and start-up of Phoenix Control valves in different research labs. Maintenance and start-ups of control valves including trouble shooting.
- City of Mesa. Certification and verification of exhaust hoods and Installation of new air control valves.
- City of Phoenix wastewater treatment plant. Calibration and certification of research and testing exhaust hoods. Also replacing air control valves and programming to specified engineered flows.
- City of Mesa. Wastewater treatment plant. HVAC scope on new electrical support building.

3.1.4 Pablo has been with Sunstate Mechanical Services since March of this year and has been in the construction, mechanical and plumbing industries for 18 years.

PABLO PROVENCIO

38296 N. Tumbleweed Lane, San Tan Valley, Arizona 85140
pablop@sunstatemechanical.com, (480) 313-8857

PROFESSIONAL SUMMARY

Started my employment in law enforcement in 1991, and in 2004 changed careers, entering into the commercial construction industry. Over the 18 years, my responsibilities increased from plumbing apprentice, to lead to foreman, and now as a Project Manager with Sunstate Mechanical Services.

EMPLOYMENT HISTORY

Mar 2022 - Present **SUNSTATE MECHANICAL SERVICES; Scottsdale, AZ**
Project Manager

- Manage and coordinate projects from conception to completion, assist with design solutions, review specifications and industry standards, ensure materials/equipment meet specifications
- Complete and manage all RFI's, change orders, purchase orders and submittals
- Estimate and complete projects for new and existing customers
- Work in an environment with deadlines and having to multi-task with multiple priorities and projects while ensuring contractual conditions of projects were met.

Oct 2019 – Sept 2021 **KARBER CORPORATION; Scottsdale, AZ**
Project Manager (Special Projects)

- Manage and coordinate projects from conception to completion, assist with design solutions, review specifications and industry standards, ensure materials/equipment meet specifications
- Complete and manage all RFI's, change orders, purchase orders and submittals
- Estimate and complete projects for new and existing customers
- Ensure contractual conditions of projects were met to client's specifications

Feb 2015 – Oct 2019 **AIRTELLIGENCE; Scottsdale, AZ**
Various Positions

Programming and Technical Inspection

- Reviewed system requirements and made programming adjustments for critical environments related to air flows. Specifically pertaining to operating rooms, ICU's laboratories and work environments where health and safety were priorities.
- Program specific work completed for Phoenix Vales in multiples states including Arizona, New Mexico, Nevada and West Texas. Programming performed and maintained at Los Alamos, New Mexico Crime Labs, Mesa Az Crime Labs and multiple hospitals in AZ, NV and TX

- Inspections and programming completed in existing and new research laboratories in multiple locations for Arizona State University. Additional universities included U of A, UTEP, Midwestern University, Western New Mexico University and multiple community colleges in Arizona.

Estimating and Procurement from 2015 through 2017

- Responsible for specifications review and procurement of project specific equipment outlined for new construction and existing remodel work
- Produced pricing proposal in support of sales staff location in New Mexico, Arizona, Nevada and west Texas.

May 2004 – Feb 2015 **INTERSTATE MECHANICAL CORP. (IMCOR), Phoenix, AZ**
Various

Facilities Services Group, Business Development - Jan 2014 to Feb 2015

- Managed facilities projects with new and existing customers
- Supervised and assigned work activities for field personnel
- Monitored job cost to ensure maximum profitability for department and company

Assistant Project Manager at Intel, Fab 42 - Jun 2010 to Dec 2013

- Inspected work in progress and upon completion, by task, to ensure conformance to contract documents and specifications. Supervised and assigned work activities for field personnel, monitored and enforced jobsite safety protocols,
- Provided training for new workers and apprentices
- Reviewed job submittals, interpreted specifications, blueprints, and associated reports, job schedule, shipping dates, job cost documents, manpower and crew costs with the trade General Superintendent and project management personnel
- Attended turnover and subcontractor meetings
- Communicated/coordinated with office administration, production shop departments and other trades for securing materials and equipment

SPECIALIZED TRAINING AND CERTIFICATION

- **OSHA 30-HR & 10-HR Training**
- **CPR/First Aid Training**
- **Silicon Solar Inc. Solar Training & Sunmax Solar Training**
- **Maxwell Systems Training (Mechanical)**
- **Powered Industrial Trucks, Rough Terrain Forklifts, Excavation, Boom & Scissor Lift**
- **Intro to R-410A**
- **Network Awareness Training (AT&T)**

REFERENCES

Available Upon Request

Evelyn Kuson, Accounting

3.1.1 Lyn has been a Sunstate employee since 2016 as its Accounting Manager. Her areas of specialization include managing the accounting department (AR/AP), collections, contracts, multi-state licensing, generating reports (including monthly 1GPA activity report and Davis-Bacon wage reporting). She also handles HR duties between Sunstate and our parent company, Marsden Services, in St. Paul, MN.

3.1.2 See Lyn's resume on the following page.

3.1.3 Lyn has been responsible for virtually every government and education project since 2016.

3.1.4 Lyn has been with Sunstate Mechanical Services for more than six years and has worked as an accountant and office manager for approximately 20 years.

Evelyn J. Kuson

2623 E. Roma Ave., Phoenix, AZ 85016
lynk@sunstatemechanical.com, (480) 998-9620

PROFESSIONAL SUMMARY

My career has centered on office management and all facts of accounting, but also includes Human Resources, contracts management, safety reporting and others.

EMPLOYMENT HISTORY

May 2016 - Present **SUNSTATE MECHANICAL SERVICES; Scottsdale, AZ**
Sales Executive

- Invoicing – AIA, T & M, progress billings
- Collections
- Licensing
- Preventive maintenance contracts
- Conditional progress, conditional final, unconditional progress and unconditional final lien waivers
- Assisting customers
- Various third-party billing applications
- Human Resources liaison between Sunstate and Corporate

Jun 2004 – May 2016 **HIGH PURITY D.R.A.W.; Phoenix, AZ**
Office Manager

- Process all A/R, A/P and H/R
- Outgoing correspondence, travel arrangements, maintained office equipment and tracked vehicles;
- Processing subcontracts, 20-Day Preliminary Notices, waivers and certificates of insurance for all projects.

April 2002 – Jun 2004 **SDB, Inc.; Tempe, AZ**
Contract Administrator

- Construction bid preparation, accumulating vendor quotes, ordering bid bonds, logging and tracking addenda, filling out and notarizing when required all bid related paperwork;
- Tracking all subcontractor and owner contracts for billings and payments;
- Requested waivers and certificated of insurance;
- Processed all invoice for the Industrial Division.

EDUCATION

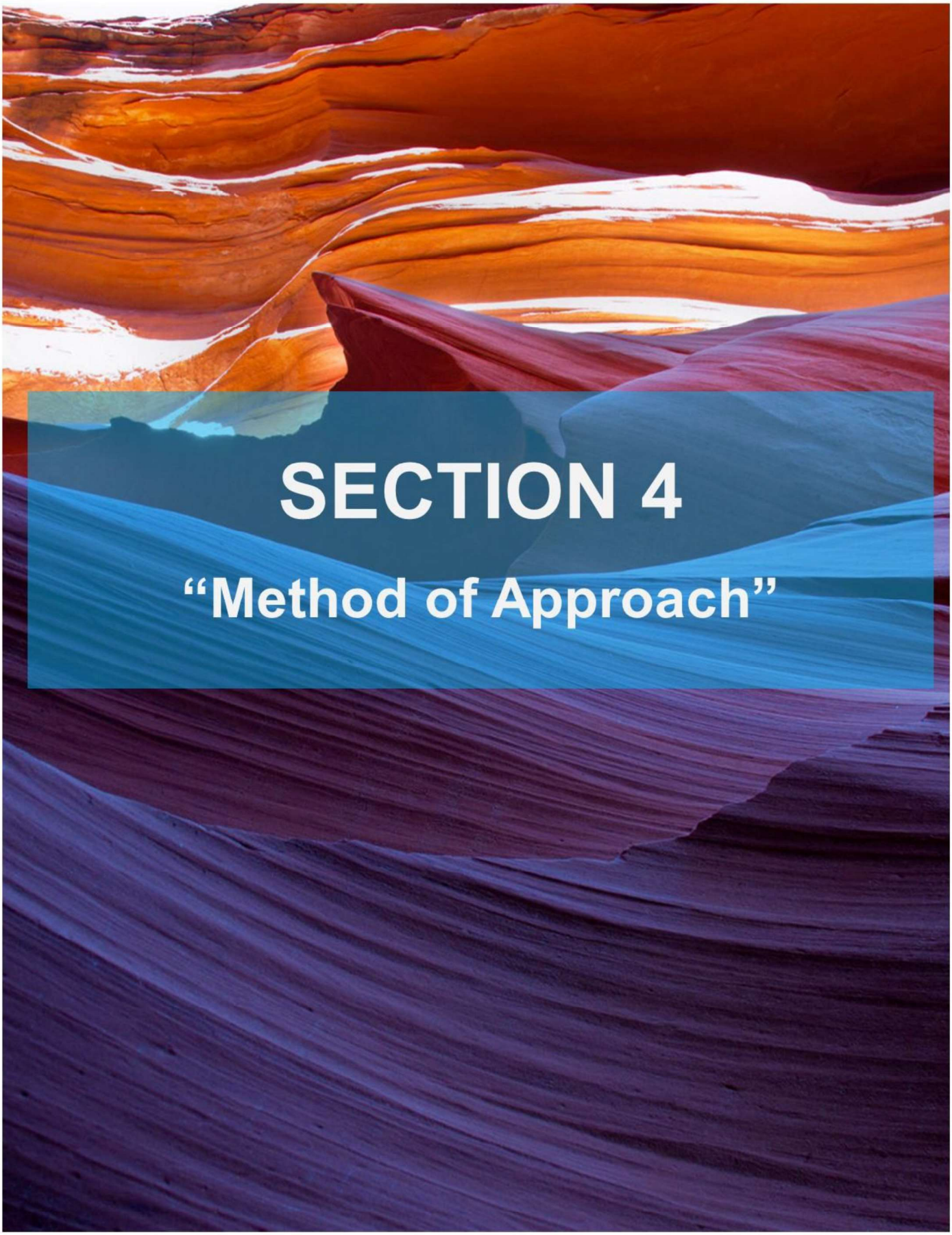
Kennebec Valley Vocational Technical Institute, Waterville, ME 1980 - 1982 **–** Associate Degree Secretarial Science

CERTIFICATIONS

Notary – State of Arizona, Maricopa County

REFERENCES

Available upon request.


SECTION 4
“Method of Approach”

4. Method of Approach (Section 4)

4.1 Contract Management Plan

4.1.1 Provide a statement of your plan for performing and managing the work.

There are several elements of every contract, which can include the offer, acceptance, consideration, mutuality of obligation, competency, and capacity. Then there is the functionality of the contract (performing and managing), which also has several elements including site management, performance, accountability, warranties, sustainability, and most important, safety. Sunstate Mechanical services offers the following method of approach for this contract:

- **Management—**Every clause, term, condition, and provision within the contract is a guide to the success of any contract. Sunstate Mechanical Services' management team will adhere to every element of the contract with the strictest execution. We want to be successful and have a great working relationship with 1GPA MEMBERS. We want to prove our skills with contract management because our goal is to not just be awarded once; we are looking down the road for additional long-term relationships.

- **Performance—** Having the highest regard for our customers means a higher return on investment---for both parties. The more Sunstate Mechanical Services clients are pleased with our approach to customer support, quality products, and follow up services, the more likely they are to contract with us on future projects.

- **Quality Assurance—**Sunstate's philosophy is that all employees are held to the highest level of performance standards. This is enforced and monitored by the service manager, project manager, and continues up to the senior management. We have built our reputation on satisfaction through quick response times, detailed wok and follow up after the service has been completed.

- **Warranties—**SMS provides full labor/install warranties on all projects. Equipment is not only covered under the manufacturer's warranties, but we offer 1GPA MEMBERS two-years warranty (as required by law) and can offer extended parts and labor up to 10 years.

- **Follow up—**SMS is dedicated to following up with our customers months and years after the project is completed. We want to know if the products we installed are functioning to our customers' satisfaction. Are they noticing any deviations in performance from the original install? Are there any anomalies occurring that we can assess and correct before it creates a major crisis?

- **Sustainability—**Sunstate Mechanical Services offers preventative maintenance on all equipment to maximize their longevity and reduce life cycle costs. We know that capital budgets in Arizona are limited, and that the best way to ensure continued performance of the equipment is through sustainable efforts.

4.1.2 What specific software program does your firm use in developing job estimates.

SMS uses the UPB for all projects. We use third-party software called FastDUCT and FastPIPE for design, estimating and pricing. The unit pricing is derived electronically through an online Master Catalog that contains more than 250,000 items---just for mechanical alone. SMS has utilized the FastDUCT and FastPIPE design and cost estimating system to ensure accuracy in the bill of materials and the pricing associated with them, since 2011. For all school and government projects, we compare the system's pricing to RS MEANS or other UPBs to ensure the best value for our customers.

- **Secure the Contract -** Securing the contract starts the ball rolling. Once the parties have agreed to the terms, conditions, and pricing, Sunstate Mechanical Services will begin developing a pre-installation schedule to ensure all aspects of the details prior to the installation dates have been covered. Since there are four Alternate Bids, the district will need to confirm for us the option they have selected.

- **Schedule pre-installation meetings -** Sunstate Mechanical Service's sale and estimating team, along with our project manager and senior management team will meet either in person or via Zoom to go over the project plan and discuss expectations by both parties. These meetings give us the opportunity to meet the district's points of contacts and discuss pre-installation steps that will help us establish the entire project timeline. This would include, but not limited to, setting up times and dates for complete inspection and assessment of the buildings, equipment, sites, infrastructure, determining required permits (if applicable), and site accessibility.

- **Perform Complete Site Inspection -** We will schedule an appointment with the district to perform an onsite inspection.

- **Order equipment -** We will begin ordering the equipment, parts, and components and setup delivery schedules in accordance with the project schedule.

- **Establish timeline goals and complete project schedule -** Once the delivery schedules have been established, we can start developing tasks and goals around those dates. We will then setup a meeting with the District to confirm the progress timeline and establish an estimated completion date.

- **Secure subcontractors for field specific work (i.e. cranes) -** This project will need some non-in-house subcontractors, such as crane services. We will coordinate their services in accordance with the project schedule.

- **Assign installation crews and technicians -** Sunstate Mechanical Services will then assign it in-house crews and technicians to be on site depending on

the estimated number of days to complete the installation, perform the testing, make adjustments as need, provide operational training, and turn the system over to the District.

- **Follow-up -** We will follow up with the district staff by Zoom or in person at one week, and again in one month after installation. We will remain on call for two years per the warranty provisions.

4.1.3 Explain how you plan to ensure prompt responses to job order requests.

"Time is of the essence!" This is the perfect phrase for understanding the needs of customers whose lives are impacted by either the need for repairing or replacing HVAC equipment. Sunstate has a highly experienced and dedicated staff, from the operations manager to the dispatchers to the field technicians who coordinate timely responses, not only in Maricopa County, but the entire state.

4.1.4 Provide your plan for responding to and performing multiple job orders at the same time.

As changes in service volumes occur, Sunstate Mechanical Services will take actions to either increase or shift staff accordingly. Our service technicians are trained in several disciplines including HVAC, plumbing and electrical. In the event that work volumes drop in one area, they can be moved into other areas rather than reducing our workforce. As with any other company, school district or government entity, when absenteeism occurs there are several ways to maintain coverage. This might include splitting teams up, hiring temporary help or using subcontractors.

4.1.5 Explain what limitations you have geographically or in the number of simultaneous job orders.

Sunstate has provided products and services to customers around the state. We also send field service teams to other states to work with subcontracted mechanical contractors in those states. We take pride in our ability to make resource adjustments on fly.

4.1.6 Describe firm's philosophy on self-performing any of the trade work.

Customers can realize value when companies are able to self-perform in projects requiring other trades. Sunstate is a full-service HVAC, plumbing, electrical and indoor air quality company. We are also licensed as a KB-1 general contractor, so that we can .

4.2 Quality Management Plan

4.2.1 Explain how you set goals and monitor the performance of your company.

We track our progress with a pre-determined project timeline. If the project is behind schedule, it is our responsibility to determine the causes and find solutions to get the project back in sync. Some situations can be unforeseen, like weather, backorder issues with parts or equipment, delays with permits, and even

pandemics. Regardless of the cause(s), we will find ways to work around the delay by focusing on alternatives to keep the project moving.

Communication is the key to the success of any project. We want the owners to be kept informed on a regular basis that works best with their schedules and timeframes, which could include providing daily reports, conducting joint meetings in person or through online meetings, etc. When requested by the owner, we can supply any reporting data they desire.

4.2.2 Explain how you inspect the work to ensure quality.

Sunstate's philosophy is that all employees are held to the highest level of performance standards. We have built our reputation on satisfaction through quick response times, detailed work and follow up after the service is complete. Work quality is monitored by the service manager, project manager, and continues up to the owner.

We keep a hands-on approach to every project. Our service managers and project managers, who are responsible for all the work performed by employees, perform quality audits on all projects. To further assess quality performance, we conduct random pop-in site inspections, which are conducted by either our managers or designated representatives. These inspections are designed to ensure that the materials used, the methods for installation and the function of the overall system meet or exceed the criteria set forth in the designs.

4.2.3 Explain how you stay on schedule.

As mentioned in 4.2.1, we track our progress with the pre-determined project timeline. We will the best and quickest means, that has the least impact on the customer, to stay on schedule.

Some solutions may require bringing in additional manpower, adding second shifts, or working weekends. If possible, we can modify the steps and milestones in the timeline as work-around solution.

4.2.4 Explain your complaint and dispute resolution procedure.

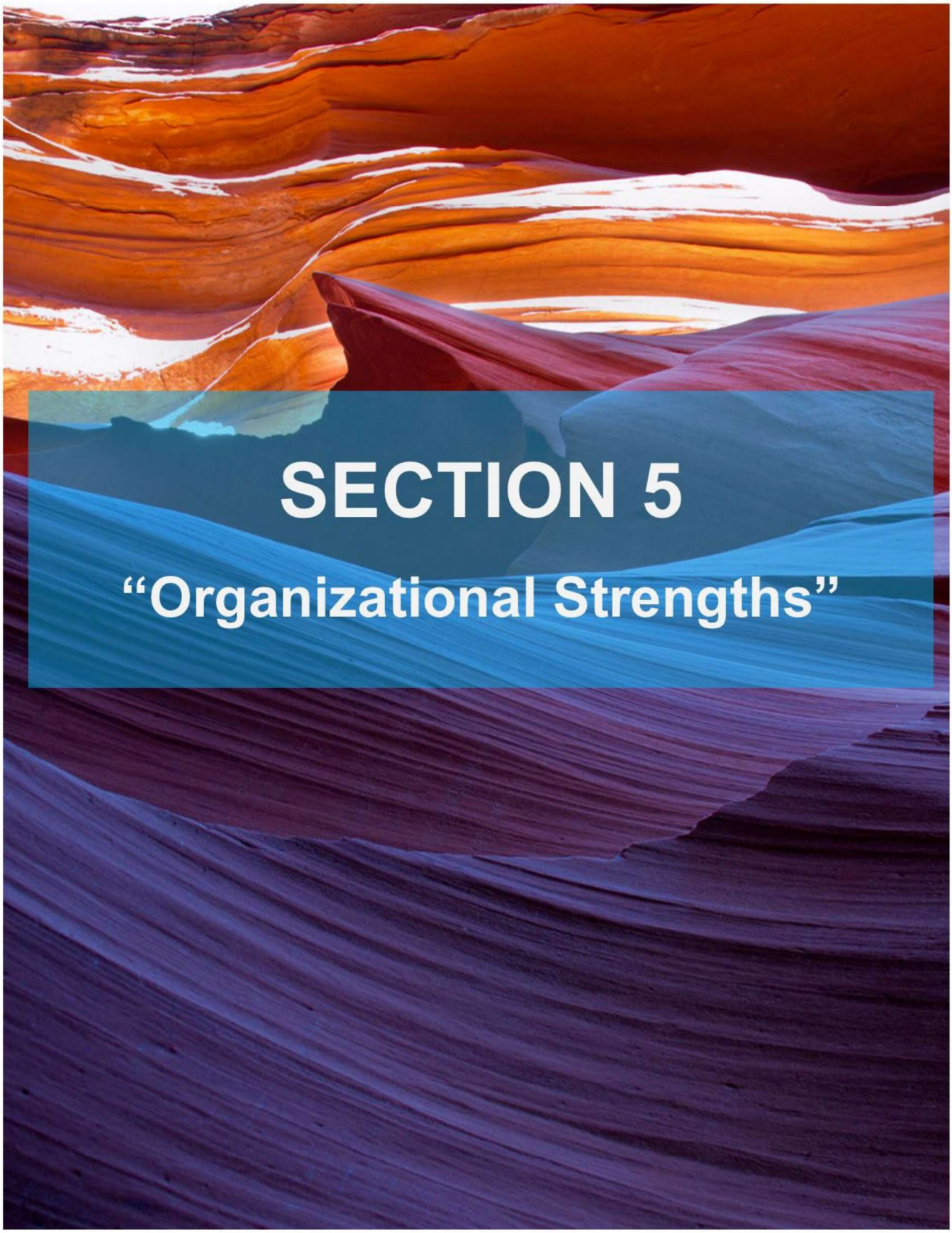
Should an issue occur that causes concern or controversy that escalates to a complaint or dispute, Sunstate Mechanical Services will take immediate action to find the root causes and then take any necessary and appropriate action to remedy the situation. Meeting and satisfying the needs of our customers is our most important obligation.

4.3 Subcontractor Management Plan

Provide an overview of the firm's subcontractor management plan including the selection plan as provided in the RFQ-Step 1 process.

Sunstate Mechanical Services values the relationships it maintains with its vendor and subcontractor partners. We solicit competitive bids for all subcontractor services while considering their expertise in relation to a specific project.
Subcontractors are used when a particular trade is outside of our wheelhouse (i.e., crane services), or if workloads require additional resources.

Including evaluating bids, subcontractors are selected on the basis of quality and experience on previous projects with Sunstate, and by conducting reference checks with other trade partners. Available manpower and ability to meet deadlines are also used as factors for subcontractor selection. All subcontractors on site will be managed and overseen by Sunstate personnel. Subcontractors are held to the same standards and performance levels as Sunstate personnel.


SECTION 5
“Organizational Strengths”

5. Organization Strengths (Section 5)

5.1 Provide audited (preferred) financial statements representing the past two (2) years. Provide Balance Sheets and the Statement of Income and retained earnings. Financial statements will be considered confidential. *Provide this information in a separate upload on the OpenGov procurement portal. Do not include this information in your technical proposal.*

Please see the financial from the past two years, uploaded in a separate file in OpenGov.

5.2 Provide a letter from your bonding company indicating your firm's maximum cumulative bonding limit, your single project limit and identify your firm's current available bonding capacity.

TRAVELERS

May 12, 2022

Sunstate Mechanical Services, L.L.C
2124 University Ave West
Saint Paul, MN 55114

Re: Surety Reference Letter – Trane U.S, Inc.

To Whom It May Concern:

It has been the privilege of Travelers Casualty and Surety Company of America ("Travelers")[1] to provide surety bonds for Sunstate Mechanical Services, L.L.C. . We have supported them on individual projects in excess of $500,000 with an aggregate backlog up to $30,000,000.

It is our opinion that Sunstate Mechanical Services, L.L.C. is qualified and successful company which Travelers is proud to have as a customer. At their request, we will give favorable consideration to providing required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between Sunstate Mechanical Services, L.L.C. and Travelers, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

Tracy Chehoski, Attorney-in-Fact

[1] Travelers is an A+ (Superior) A.M. Best rated insurance company (Financial Size Category XV ($2 billion or more)).

5.3 Provide a certificate of insurance indicating your firm's insurance coverage. A sample certificate may be provided. However, before any work is initiated, the successful contractor must provide a certificate that names the 1GPA Member as additional insured.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
6160 Golden Hills Drive
Minneapolis MN 55416

CONTACT NAME: Veronica Lawrence
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: MarsdenCertificates@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Greenwich Insurance Company	22322
INSURER B : XL Insurance America, Inc.	24554
INSURER C : ACE Property & Casualty Insurance Co	20699
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sunstate Mechanical Services, LLC
7845 East Redfield Road, Suite 100
Scottsdale, AZ 85260
MARSDEN

COVERAGES — CERTIFICATE NUMBER: 307522187 — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			RGD943761809	1/1/2022	1/1/2023	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			RAD943762009	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			XEUG72499001002	1/1/2022	1/1/2023	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 250,000							$
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		RWD943538909 (AOS) RWR943539009 (WI Only)	1/1/2022 1/1/2022	1/1/2023 1/1/2023	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation policy (RWD943538909) includes Employers Liability coverage for the following Monopolistic States: Ohio, North Dakota, Washington and Wyoming

CERTIFICATE HOLDER
Evidence of Insurance

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

5.4 Provide a letter from your firm's insurance company stating the Workers' Compensation Experience Modification Rate (EMR) for the past three (3) years. The letter shall be on the insurance company's letterhead and shall be signed by an appropriate individual employed by the insurance company.

MARSH & McLENNAN AGENCY

January 1, 2022

RE: Sunstate Mechanical Services, L.L.C. – Experience Modification

To Whom It Concerns:

Please accept this letter as confirmation that the NCCI Workers' Compensation Experience Modification factors for the above referenced entity are as follows:

Effective Date	Modification Factor
1/1/2022	0.79
1/1/2021	0.79
1/1/2020	0.93
1/1/2019	0.88

Feel free to contact us if you have questions.

Respectfully,

Marsh & McLennan Agency

Clint Gemmill
Client Director

5.5 Identify the current total dollar value of awarded construction work currently being managed by the local office. Identify the total number of direct employees of local office supporting construction value noted above.

Sunstate current total dollar value of awarded construction work currently being managed by the Scottsdale office is $ 6.5M .

The total number of direct employees in the Scottsdale office supporting the construction noted above is 3 office, 2 project managers, 2 supervisors, 25-30 construction, 15 service technicians .

5.6 Identify any judgments or liens against your firm within the past three years.

Sunstate Mechanical Services has had no judgments or liens filed against it in the past three years.

5.7 Identify any current unresolved bond claims against your firm.

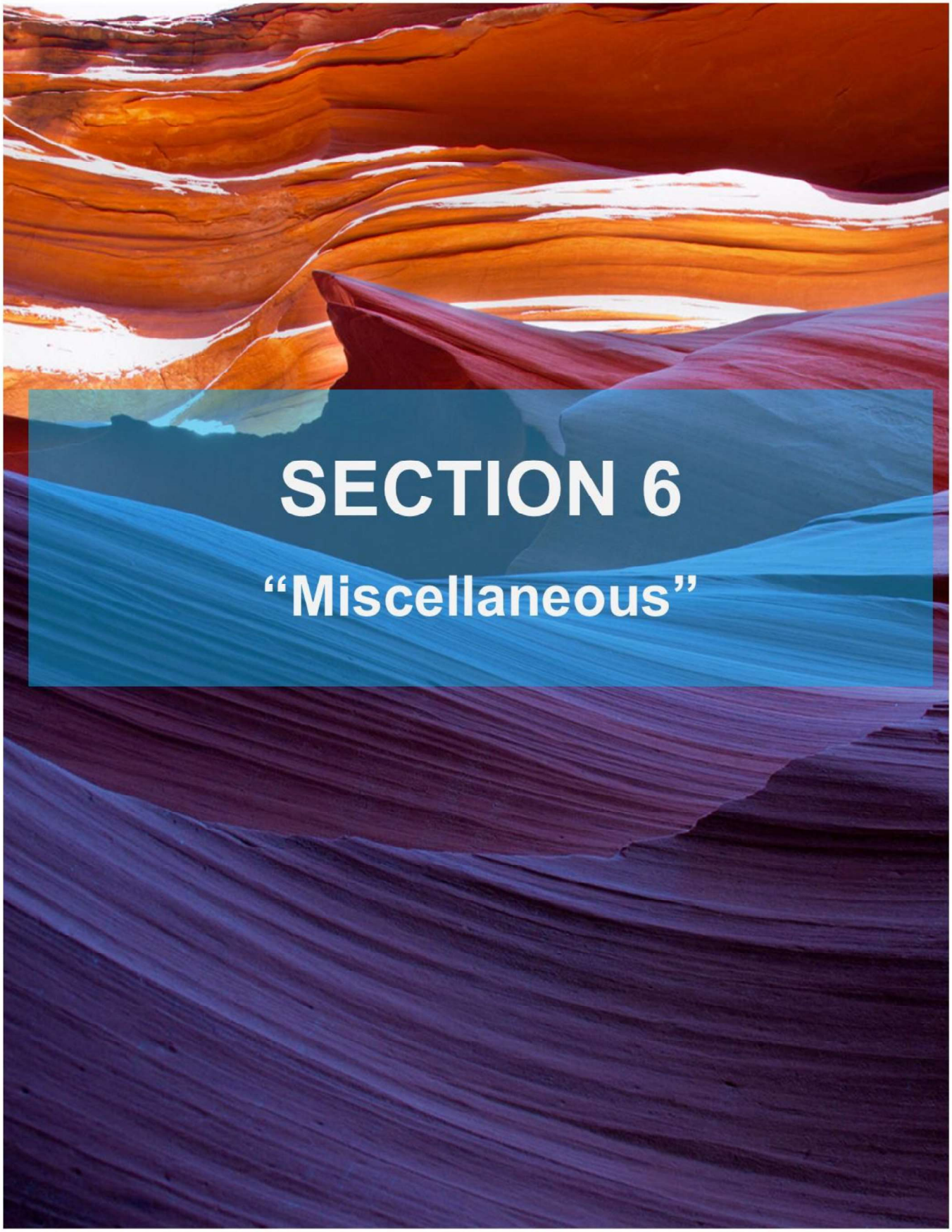
Sunstate Mechanical Services has no current unresolved bond claims against it.

5.8 Identify any deficiency orders issued against your firm by the Arizona Register of Contractors over the past three years.

Sunstate Mechanical Services has had no deficiency order issued against it by the ROC over the past three years.

5.9 Identify any filing under the U.S. Bankruptcy Code over the past three years.

Sunstate Mechanical Services has had no filings submitted under the U.S. Bankruptcy Code over the past three years.


SECTION 6
“Miscellaneous”

6. Miscellaneous (Section 6)

Provide any additional information that would add value to the program offered that has not been identified above.

Sunstate Mechanical Services is proposing to add two product and installation programs into the category of Indoor Air Quality (IAQ) under this contract, the Marsden CleanAir System and the HALO Smart Sensors from IPVideo Inc.

Marsden CleanAir System

The Marsden CleanAir system, is a patented ionization air and surface purification generator, manufactured by Purifi Labs. There are a number of ionization systems available in the market, but the Marsden CleanAir is the only generator that uses a "bi-polar cold plasma" process. It's the only one of the top four selling systems that eliminates indoor ozone, works on demand, pairs with an IAQ sensor, and provides real-time feedback and data collection.

The systems are installed into the ventilation ducts and wired to the central HVAC fan. A sensor is installed in any room, or multiple rooms, and monitors particulate matter, biological agents, allergens, odors, and toxic chemicals. When the sensor senses the programmed levels in the air, the system activates the generator and starts the fan motor, and it can do this with or without the air conditioner and heating unit in operation.

Over the last two years, Sunstate has installed hundreds of these units in several commercial and manufacturing sites, offices buildings, restaurants, and schools.

Comparing Brands

The Marsden CleanAir system is one of several brands being sold in the ionization market, but they all function differently. One leading brand has had its effectiveness challenged by Boeing after its engineers conducted a efficacy study. The engineers determined that the company's system had not shown significant disinfection effectiveness. The same company is also facing a lawsuit in Delaware for misleading its effectiveness against VOCs and COVID-19, and that its testing was not done under real-world conditions (actually conducted in a container about the size of a shoe box).

Purifi Labs' CleanAir system has been proven by independent third-party testing, in a 20' x 8' x 8' room, to neutralize SARS-CoV-2 (COVID-19) and the Delta Variant by 95% in 29 minutes, with a progressive reduction of 99.999% in 59 minutes. All ionizing systems produce ozone, but CleanAir's patented process converts the ozone to oxygen. The lab results can be seen at https://eadn-wc01-5976730.nxedge.io/wp-content/uploads/2020/11/Purifi-Delta-Report-Final-Docusign.pdf

What Makes Marsden CleanAir Different?

Sunstate Mechanical Services L.L.C.
a Marsden Services Company

MARSDEN SERVICES

	Plasma Air	AtmosAir	GPS	CleanAir
Central Duct-Mounted Installation?	✓	✓	✓	✓
Method of Purification?	Bi-Polar, Corona Discharge	Bi-Polar, Corona Discharge	Needle Point	Bi-Polar Cold Plasma
Covers 2,500+ Sq Ft?	✓	✓	X	✓
Eliminates Indoor Ozone?	X	X	X	✓
Works On Demand?	X	X	X	✓
Pairs with IAQ Sensor?	X	X	X	✓
Real-Time Feedback?	X	X	X	✓
Collects Big Data?	X	X	X	✓

HALO Smart Sensor

HALO Smart Sensors are new to us at Sunstate. We became extremely interested in this device and technology after inquiries from several school districts.

The HALO Smart Sensors are typically installed in high school and middle school restrooms but can be used in any room area requiring health and safety monitoring. Other markets include commercial buildings, healthcare, hospitality, manufacturing and multi-residential buildings. Each unit can detect the presence of vape, marijuana and other chemical properties, as well as determining aggressive situations and gun shots. These devices can capture real-time comprehensive building safety and health related activities and store the data for post-event analysis. IPVideo has a demo video on its training video page at:

https://halodetect.com/resources/training-videos/ Scroll down to Demo Videos and click on the **Vape Detector Demo**.

This is a new product and software system for Sunstate, but we are an approved HALO Smart Sensor reseller. These units are hard-wired into 110V-120V power sources and connected to the owners' servers with Cat 5 cabling. For more information see the flyer on the following page.

What Is HALO?

The HALO Smart Sensor is an IoT device that captures comprehensive health, safety, and vaping awareness. It is the #1 vape detector worldwide for vaping and vaping with THC detection. As of 2021, HALO has won over 50 awards and is in over 1,500 school districts throughout the country to help combat the vaping epidemic. The market for devices such as the HALO Smart Sensor is not only helpful for schools, but other markets as well such as healthcare, hospitality, commercial buildings, apartment complexes, assisted living, and more.

As part of the newest v2.5 software release, HALO provides both a real-time Air Quality and Health Index that sends alerts when either index falls into danger zones. In conjunction with HALO Cloud, the sensor also provides critical automated reports that allow building owners and administrators to demonstrate they are providing a healthy indoor environment and/or validate that facility improvement is needed.

The new 2.5 software features in HALO allow its users to capture comprehensive building awareness with an all-in-one device. Used for health and safety, HALO is a vape detector, an air quality monitor, and a complete security device for privacy areas where you do not want to use a camera or microphone. With a single device HALO provides Building Health Monitoring, Indoor Air Quality Monitoring, Vape Detection, THC Detection, Gunshot Detection, Emergency Key Word alerting, Audible alerting, Light/Occupancy alerting, Chemical alerting, VOC alerting, Tamper alerting as well as Temperature, Humidity and Pressure alerting.

HALO Smart Sensors Detect:

- Marijuana
- Vape
- Masking (hiding vape)
- Carbon Monoxide
- Carbon Dioxide
- Nitrogen Dioxide
- Temperature & Humidity
- Volatile Organic Compounds (VOC)
- Particulate Matter
- Help (Spoken Keyword)
- Gunshot
- Aggression
- Light Level
- Tampering

Capture real-time comprehensive building safety and health awareness with the all-in-one HALO Smart Sensor 2C and the HALO Cloud Health Index.

Sunstate Mechanical Services L.L.C.
a Marsden Services Company

7845 E. Redfield Rd., #100, Scottsdale, AZ 85260
Ph: (480) 998-9620
https://sunstatemechanical.com

HALO SMART SENSOR
Sunstate Mechanical Services is a registered HALO reseller and installer

AZ: *CR11 303386, CR74 303387, CR77 303385, CR79 303384, KB-1 311627* ***CA:*** *1032413, C-4, C-10, C-20* ***TX:*** *TACLA58697E,* ***WA:*** *603558995* ***AL:*** *04180*

The following is a Cooperative Solicitation, released via Paradise Valley Unified School District as the lead agency for 1Government Procurement Alliance:

Request for Proposal #22-14PV (Step 2)
Job Order Contracting for Mechanical Services

Proposal Due Date and Time: June 7, 2022 at 1:00 P.M. Arizona Time

RFP Opening Location: Paradise Valley Unified School District – Lead Agency
15002 N. 32nd Street
Phoenix, Arizona 85032

Electronic Submittals: OpenGov Procurement – **https://secure.procurenow.com/portal/1GPA**
See enclosed information for submittal instructions.

Last Day for Questions: May 24, 2022

Pre-Proposal Conference: None Required

In accordance with the Arizona procurement code and rules, Competitive Sealed Proposals for the materials or services specified will be received electronically by the 1GPA lead agency, via OpenGov Procurement, until the time and date cited. Proposals received by the correct time and date shall be opened, via OpenGov Procurement, and the name of each Offeror will be publicly read at the location indicated above. All other information contained in the Proposal shall remain confidential until award is made. Late solicitations shall not be considered.

This RFP is in accordance with A.R.S. 34-604 and 41-2579 and A.A.C. R7-2-1111 and issued to the persons on the final list developed in RFQ 22-14PV, in which 1GPA and its Lead Agency intends to award contracts with qualified Mechanical Contractors to perform miscellaneous construction and repair services.

To be considered, solicitations shall be submitted electronically via OpenGov Procurement, https://secure.procurenow.com/portal/1GPA. Submittal instructions for OpenGov Procurement can be found on the last page of this document under Exhibit A. Additional instructions for preparing a solicitation are provided herein. Offerors are strongly encouraged to carefully read the entire solicitation document.

Questions regarding this Request for Proposal should be submitted via OpenGov Procurement located at https://secure.procurenow.com/portal/1GPA. To receive email notification when answers are posted on OpenGov Procurement please click the "Follow" button. Direct all inquiries directly to Claudia Leon, at cleon@1gpa.org (phone 602-625-0902).

Christy Knorr
Christy Knorr, Vice President
1Government Procurement Alliance (1GPA)

Eva D. Calles
Eva Calles, Director of Purchasing
Paradise Valley Unified School District (PVUSD)

Date Issued: May 11, 2022

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DOCUMENTS REFERENCED

You may access a complete copy of the documents referenced within this solicitation at the following web addresses:

Arizona:

Arizona Revised Statutes (A.R.S.) is available at
http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp

The Arizona School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at
http://apps.azsos.gov/public_services/Title_07/7-02.pdf

All Other States:

For a full listing of Intergovernmental Purchasing Statutes by state, visit the 1GPA website at: http://1gpa.org/state-statutes/

Local Governments website (USA.gov): http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Federal:

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at
http://www.irs.gov/pub/irs-pdf/fw9.pdf

Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326
https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-subpartD.xml

INTRODUCTION

Who are we?

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors.

Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

What do we do?

We provide contracts for a broad range of commodities and services that are available to the Cooperative eligible members through a government purchasing cooperative or Interlocal agreement. All of our contracts are competitively procured and awarded in compliance with state statutes, procurement laws and regulations.

Contracts are approved and awarded by 1GPA's lead governmental entities and are only available for use and benefit of all entities complying with state procurement laws and regulations.

Why are we preferred?

The Cooperative's pooled purchasing power means public and private schools, cities, counties and state agencies, non-profits, as well as colleges, universities and Native American communities **can save actual budget dollars** on our contracts utilizing best business practices.

Our agency is dedicated to negotiating the best contracts with the best firms locally or nationally to ensure our members receive quality products and services at the best price.

We service our members by providing in-house knowledge of public procurement practices in conjunction with quality business practices to mainstream the purchasing process for large and complex solicitations that can take up to 6 to 12 months for our members on their own.

We pride our firm on our commitment to compliance, innovation, and collaboration.

As a government purchasing cooperative, 1GPA offers its Members access to a broad range of vendors whose goods and services have been competitively procured by 1GPA, in coordination with its governmental lead agencies. When conducting competitive solicitations, 1GPA takes all steps necessary to comply with federal, state and local procurement laws applicable to both the Lead Agency identified in the solicitation, as well as to 1GPA. Each Member must make its own independent determination as to (1) whether the Member may, under laws applicable to the Member, lawfully purchase particular goods or services through purchasing cooperatives, and (2) whether the Member must comply with any additional procedures required under laws applicable to the Member prior to completing a cooperative purchase. 1GPA makes no representations or warranties to its Members, or to any vendors, regarding such matters.

DEFINITION OF TERMS

A complete list of definitions can be in the Arizona Administrative Code R7-2-1001. The terms listed below are defined as follows:

"Attachment" means any item the Solicitation requires the Offeror to submit as part of the Proposal.

"Contract" means the combination of the Solicitation, including the Special Instructions to Offerors, Special Terms and Conditions, and the Specifications and Statement or Scope of Work/Services; the Proposal and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments, and Member purchase orders.

"*Contract Amendment"* means a written document signed by the 1GPA that is issued for the purpose of making changes in the Contract.

"Contractor" means any person who has a Contract with the 1GPA.

"Cost" means the aggregate cost of all materials and services, including labor performed by force account.

"Days" means calendar days and shall be computed pursuant to A.R.S. 1-243.

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

"Governing Body" means any group comprised of elected or appointed officials, such as School District Governing Boards, City Councils, County Supervisors, Board of Regents, etc., which has the authority to make fiduciary decisions for a Member organization.

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

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

"Member" means the non-profit entities, public and private schools (including independent school districts and charter schools), education service centers, colleges, universities, municipalities, counties, political subdivisions, and other governmental entities and agencies throughout the United States that have followed local governing authority allowing them to utilize contracting vehicles procured and administered by 1GPA.

"Offer" means a response to a Solicitation.

"Offeror" means a person submitting a Proposal in response to a Request for Proposals

"Person" means any corporation, business, individual, union, committee, club, other organization or group of individuals.

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

"Purchase Order or PO" means the agreed-upon purchase order or other form of binding contract document between the 1GPA member and the Vendor which is used in making a purchase under a 1GPA contract.

"Responsible Bidder or Offeror" means a person who at the time of contract award has the capability to perform the Contract requirements with the integrity and reliability which will assure good faith performance.

"Responsive Bidder or Offeror" means a person who submits a bid or proposal which conforms in all material respects to the Invitation for Bids or Request for Proposals.

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

"Solicitation" means an Invitation for Bids ("IFB"), a Request for Proposal ("RFP"), or a Request for Qualification ("RFQ").

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

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

1. **Inquiries**

A. **Duty to Examine** - It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the Proposal due date and time nor shall it give rise to any Contract claim.

B. **Solicitation Contact Person** - Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person.

C. **Submission of Inquiries** - Questions and/or clarifications concerning this Solicitation will be accepted in writing through the Questions and Answers Tab on OpenGov Procurement no later than **May 24, 2022 by 5:00 p.m.** (Local Time). Responses and addenda to this RFQ (if necessary), are scheduled to be addressed and posted on OpenGov Procurement by May 205 2022 by 5:00 p.m. No Offeror may rely upon oral responses made by any 1GPA employee or any representative. The OpenGov Procurement portal is located at https://secure.procurenow.com/portal/1GPA.

D. **Solicitation Amendments/Addenda** - The Solicitation shall only be modified by a Solicitation Amendment or Addendum. 1GPA will not be responsible for Offerors adjusting their proposal based on oral instructions by any member of 1GPA or lead agency personnel.

E. **Pre-Proposal Conference** - If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.

F. **Proposal Opening:** Proposals shall be electronically submitted via OpenGov Procurement prior to the specified due date and time. Proposals shall be opened immediately following the proposal due date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Offeror shall be read at this time. All Offers and any modifications and other information received in response to the Request for Proposals shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the Proposals and evaluation document shall be open for public inspection.

G. **Time Stamp**: Proposals will be time stamped when received by OpenGov Procurement. Proposals will be accepted up to but no later than the time indicated in the Request for Proposal (RFP). Proposals received after the time stated in the RFP will not be considered and will remain unopened. Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Proposal Due Date and Time to begin the uploading process and to finalize your submission.

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

2. **Proposal Preparation**

A. **Forms** - A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.

B. **Typed or Ink Corrections** - The Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under R7-2-1030.

C. **Signature(s) on Proposals** - The Proposal and Contract Acceptance document should be submitted with an original ink signature or electronic signature by the person authorized to sign the Proposal. Failure to sign the Proposal and Contract Acceptance document may result in rejection of the Proposal.

D. **Exceptions to Terms and Conditions** - All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Proposal may negatively affect the solicitation evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Proposal. No exceptions included in the Proposal shall become part of the resulting Contract unless agreed and accepted to by 1GPA.

E. **Subcontracts** - Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.

F. **Cost of Proposal Preparation** - 1GPA will not reimburse any Offeror the cost of responding to a Solicitation.

G. **Solicitation Amendments/Addenda** - Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum should be acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Proposal.

H. **Provision of Tax Identification Numbers** - Offerors are required to provide their Federal Tax Identification number, if applicable, in the space provided on the Proposal and Acceptance Form and provide the tax rate and amount, if applicable, on the Proposal Cost Sheet.

I. **Taxes**:

1. **Federal Excise Tax** - Arizona School Districts/Public Entities are exempt from certain Federal Excise Tax on manufactured goods.

2. **Transaction Privilege Taxes** - Arizona School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. Transaction Privilege Taxes in Arizona include State, County and City taxes.

3. **Property Taxes** - Arizona School Districts/Public Entities do not pay state property taxes.

4. **Taxes on Shipping** - Transaction privilege tax may not be collected on delivery charges to the Member's location if separately stated on the invoice.

5. **Payment of Taxes** – Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collection such taxes and shall forward all taxes to the proper revenue office.

All Other States - Other states may have different tax requirements and laws. The tax laws in each state shall be followed by the awarded vendor. It is the responsibility of the vendor to be familiar with the laws and statutes in the state in which they are conducting business.

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

K. **Solicitation Order of Precedence** - In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:

1. Addenda/Amendments;
2. Special Terms and Conditions;
3. Uniform General Terms and Conditions;
4. Scope of Work/Specifications;
5. Attachments;
6. Exhibits;
7. Special Instructions
8. Uniform Instructions to Offerors.

L. **Delivery** - Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s). Contractor shall provide delivery of goods, and/or performance of services in accordance with the needs of the 1GPA Member. Products delivered must conform to the products listed under this contract and may not be substituted with nonconforming products. Contractor agrees to pay for and arrange for return of goods that are defective.

3. **Submission of Proposal**

A. **Proposal Submission** - Each Proposal shall be submitted electronically to OpenGov Procurement by the due date and time at https://secure.procurenow.com/portal/1GPA. Submittal instructions for OpenGov Procurement can be found on the last page of this document under Exhibit A. 1GPA will not consider an offer submitted by any other method other than OpenGov Procurement.

B. **Proposal Amendment or Withdrawal** - An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time designated in the Solicitation. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under R7-2-1044.

C. **Public Record/Confidentiality** - Under applicable law, all Proposals submitted and opened are public records and must be retained by 1GPA. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by 1GPA pursuant to R7-2-1006.

If Offeror believes that its proposal contains trade secrets or other proprietary data not be disclosed as otherwise required by A.R.S. §39-121, a statement advising 1GPA of this fact shall accompany the Proposal, and the information shall be so identified wherever it appears. Requests to deem the entire Proposal as confidential, contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

D. **Certification** - By signing the Proposal and Acceptance form or other official contract form, the Offeror certifies that:

1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Proposal for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal and that the offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S. §15-213(O) has occurred; and

2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment, including, Federal Executive Order 11246, Arizona State Executive Order 99-4, 2000-4, A.R.S. §41-1461 through 1465; and

3. The Offeror warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), ARS § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and

4. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Proposal. Signing the Proposal with a false statement shall void the Proposal, any resulting contract and may be subject to legal remedies provided by law; and

5. By submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency 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; and

6. By submission of this Proposal, that 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 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement; and

7. In accordance with ARS § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act; and

8. The Offeror warrants that it and all proposed subcontracts are not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393 and Texas Gov't Code 2270.002; and

9. The Offeror warrants that it shall comply with the fingerprinting requirements, unless otherwise exempted, in accordance with A.R.S. § 15-512.

4. **Additional Information**

A. **Unit Price Prevails** - Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

B. **Taxes** - The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the most advantageous proposal.

C. **Late Proposals, Modifications or Withdrawals** - A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in R7-2-1044.

D. **Disqualification** - The Proposal of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

E. **Proposal Acceptance Period** - An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).

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

G. **Waiver and Rejection Rights** - Notwithstanding any other provision of the solicitation, 1GPA reserves the right to:

1. Waive any minor informality;
2. Reject any and all Proposals or portions thereof; or
3. Cancel the Solicitation.

5. **Award**

A. **Number or Types of Awards** - Where applicable, the 1GPA reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, or categories, by an incremental award, by region, or by location, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that 1GPA determines is necessary to meet the needs of its Members.

B. **Contract Inception** - A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by 1GPA and the Lead Agency with authorized signatures on the Proposal and Acceptance form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.

C. **Effective Date** - The effective date of this Contract shall be the date that 1GPA and the Lead Agency signs the Proposal and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

6. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the 1GPA/lead agency representative, Eva Calles, Director of Purchasing.

A. Protest shall include:

1. The name, addresses, and telephone number of the interested party;
2. The signature of the interested party or the interested party's representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.

B. The interested party shall supply any other information requested by 1GPA or lead agency within 10 days of the request.

C. The interested party may file a written request with the district representative for an extension of the time limit for providing additional information set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) and shall set forth good cause as to the specific reason that the interested party is unable to provide the additional information with the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and if an extension is granted, set forth a new date for submission of the filing.

D. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the Solicitation, shall be filed before the due date and time for responses to the Solicitation.

E. In cases other than those covered in section D of the section, the interested party shall file the protest within 10 days after 1GPA or lead agency makes the procurement file available for public inspection.

F. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the 1GPA Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of 1GPA that resulted in the interested party being unable to file the protest within the 10 days. The 1GPA representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

1. **Cooperative Purchasing**

A. **Cooperative Purchasing** - This contract is based on the need for 1GPA to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (e.g. state agencies, local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any members are preferred.

B. **Cooperative Purchasing Agreements** - Cooperative Purchasing Agreements between 1GPA and its Members have been established under all procurement laws.

C. **Cooperative Purchasing Contracts** - Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

Nothing in this solicitation is intended to establish a most favored customer relationship between 1GPA and contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to 1GPA at the same time by written notice.

D. **Non-Exclusive Contract** - Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of 1GPA members. 1GPA and its membership reserve the right to obtain like goods and services from other sources.

E. **Lead Agency** - A Lead Agency is a well-established and well respected government agency who facilitates the competitive bidding process by being a part of the process from start to finish. The Lead Agency also provides Board Approval for the award of contracts resulting from each Solicitation. The Lead Agency for this RFP is Paradise Valley Unified School District.

2. **Contract Interpretation**

A. **Application of Law** - The Arizona Procurement Code, Title 41, Chapter 23, applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

For all other states this procurement shall be governed by, construed, and enforced in accordance with the laws of each state in which 1GPA is conducting business under this contract. It is the responsibility of the awarded vendor and member to ensure this solicitation and ensuing contract complies with the State laws in which they are conducting business regarding use of a cooperative contract.

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

C. **Relationship of Parties** - Vendors receiving contracts under this solicitation are independent contractors. Neither party to this contract, nor any Member, shall be deemed to be the employee or agent of the other party to the contract.

D. **Severability** - The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract.

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

F. **No Waiver** - Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. **Contract Administration and Operation**

A. **Records** - Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

B. **Audit** - At reasonable times during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by 1GPA or Member and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

C. **Inspection and Testing** - The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. 1GPA or its Members shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If 1GPA or Member determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by 1GPA or Member for testing and inspection.

D. **Notices** - Notices to the Contractor required by this Contract shall be made by 1GPA to the person indicated on the Proposal and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to 1GPA required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

E. **Advertising and Promotion of Contract** - Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by 1GPA. After award, contractor(s) may advertise the availability of products and services to Member. Any promotional marketing materials using the 1GPA logo must be approved by 1GPA in advance.

F. **Administration Fee** - 1GPA has an Administrative Fee of .01 (1%). The Administrative Fee shall be included in the offeror's net pricing and is the responsibility of the contractor. Vendor shall not add the administration fee to approved contract prices post award. The Administrative Fee shall be a part of the Vendor's unit prices and is not to be charged directly to the customer in the form of a separate line item.

G. **Usage Reports –** The Usage Report will be the established communication between the awarded contractor and 1GPA of all contract activity. The contractor shall provide contract Usage Reports to 1GPA on a regular schedule as established by the contractor. 1GPA will accept Monthly or Quarterly reporting arrangements which shall be made at the time of contract award.

H. **Submission of Usage Reports** – Within ten (10) days following the end of the arranged reporting schedule, the contractor shall submit their Usage Report electronically via email to: maiken@1gpa.org.

I. **Purchase Orders/Contracts -** All purchase orders and/or contracts issued to the contractor in reference to 1GPA shall be submitted at the same time as the Usage Report. All purchase orders and/or contracts should be zipped in a single file and submitted as an attachment in the same email as the usage report in which they are referenced. 1GPA is audited on an annual basis & documentation is necessary for compliance. Failure to submit purchase orders and/or contracts may result in contract cancellation.

J. **Invoicing of Administration Fee –** Upon receipt of contractor's Usage Report, 1GPA will generate an invoice which is calculated as: Administrative Fee (1%) multiplied by the Total Sales Transactions as stated in the Usage Report. Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in 1GPA exercising any recourse available under the contract or as provided for by law. All administrative fees not paid when due shall bear interest at a rate of 1 1/2% per month until paid in full.

Administrative Fees shall be paid to "1GPA" and mailed to:

1910 W. Washington Street
Phoenix, AZ 85009

4. **Costs and Payments**

A. **Ordering Procedures** - Purchase Orders are issued by 1GPA members to the Vendor according to this Contract. Members and Vendors must send Purchase Orders to 1GPA at maiken@1gpa.org.

B. **Billings** - Contractor shall invoice Member after delivery of goods and/or services. All invoices shall list the applicable Member purchase order and 1GPA contract number. Contractor will invoice Member directly.

C. **Payment** - Payment terms are Net thirty (30) from receipt of Contractor's invoice

D. **Progress Payments** - 1GPA will permit Members to make progress payments under the following conditions:
1. Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order
2. Purchase order describes the amounts or percentages and the dates or frequency of payments
3. Payments are made in full compliance with Member's local governing entity rules

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

F. **IRS W-9** - In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with each Member.

G. **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 Member for any payment that may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. It is the responsibility of the Member to make reasonable efforts to secure such funds.

5. **Contract Changes**

A. **Amendments** - The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or 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 and this Contract based on those changes.

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

C. **Assignment and Delegation** - Contractor shall not assign any right or interest nor delegate any duty under this Contract without the prior written approval of 1GPA. 1GPA shall not unreasonably withhold approval.

D. **Novation** - If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. 1GPA reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

E. **Contract Placed on Hold** - 1GPA shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

6. **Risk and Liability**

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

B. **General Indemnification** - To the extent permitted by law, 1GPA and its Members shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. **Indemnification - Patent and Copyright** - To the extent permitted by law, Contractor shall indemnify and hold harmless 1GPA and its Members against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the 1GPA or Member of materials furnished or work performed under this Contract. 1GPA or Member shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. **Force Majeure**

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

2. Force Majeure shall <u>not</u> include the following occurrences:

   a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
   b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
   c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

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

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

7. **Warranties**

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

B. **Quality** - Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:

1. A quality to pass without objection in the trade under the Contract description;

2. Fit for the intended purposes for which the materials or services are used;

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

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

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

C. **Fitness** - Contractor warrants that any material or service supplied to 1GPA or its Members shall fully conform to all requirements of the contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. **Inspection/Testing** - The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the materials or services by 1GPA Members.

E. **Compliance with Applicable Laws** - The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.

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

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of 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, 1GPA and its Members are not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

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

8. **Contractual Remedies**

A. **Right to Assurance** - If 1GPA 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, 1GPA may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at 1GPA's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. **Nonconforming Tender** - Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, 1GPA may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

C. **Right of Offset** - 1GPA and its Members shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred or damages assessed by 1GPA or its Members concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

9. **Contract Termination**

A. **Cancellation for Conflict of Interest** - Pursuant to A.R.S. 38-511 and R7-2-1087(F) 1GPA 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 1GPA is, or becomes at any time while the Contract or an extension 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.

B. **Personal Gifts or Benefits** - 1GPA may, by written notice, terminate the Contract, in whole or in part, if 1GPA determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and R7-2-1087(G).

C. **Gratuities** - 1GPA may, by written notice, terminate the Contract in whole or in part, if 1GPA 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 1GPA 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 making of any determination or decision about contract performance in accordance with R7-2-1087(H).

D. **Suspension or Debarment** - 1GPA may, by written notice to the Contractor, immediately terminate this Contract if 1GPA determines that the Contractor has been disbarred, 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.

E. **Termination for Convenience** - 1GPA reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of its Members without penalty recourse. 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.

F. **Cancellation for Non-Performance or Contractor Deficiency** - 1GPA may terminate any contract if Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. 1GPA reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. 1GPA may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

1. Providing material that does not meet the specifications of the contract;
2. Providing work and/or material that was not awarded under the contract;
3. Failing to adequately perform the services set forth in the scope of work and specifications;
4. Failing to complete required work or furnish required materials/product within a reasonable amount of time;
5. Failing to make progress in performance of the contract and/or giving 1GPA reason to believe that the contractor will not or cannot perform the requirements of the contract; and or
6. Performing work or providing services under the contract prior to receiving a Member's purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to 1GPA. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

G. **Contractor Cancellation** - Contractor may cancel this contract at any time upon thirty (30) days prior written notice to 1GPA or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by 1GPA.

H. **Continuation of Performance through Termination** - The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

Contract claims and controversies under this Contract shall be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1155 through R7-2-1159.

Any dispute involving a 1GPA member and Vendor outside of Arizona shall be governed by the laws of the state of the 1GPA member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the 1GPA member.

11. **Federal and State Requirement**

A. **Compliance with Federal and State Requirements** - Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.

Vendor shall comply, when working on any federally assisted projects with the following:

1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)
3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)
5. McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).
9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
10. Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"),
11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)
12. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to 1GPA members.

B. **Offshore Performance** - Due to security and identity protection concerns, direct services under any subsequent 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 school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

C. **Contractor's Employment Eligibility** - By entering the contract, Contractor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. 1GPA or Member may request verification of compliance from any Contractor or subcontractor performing work under this Contract. 1GPA or Member reserves the right to confirm compliance in accordance with the applicable laws. Should 1GPA or Member suspect or find that the Contractor or any of its subcontractors are not in compliance, 1GPA or Member 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.

D. **Davis-Bacon** – For Federally funded projects subject to the Davis-Bacon Act, the Member shall specify the applicable Davis-Bacon wage decision, prior to the contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision.

E. **Fingerprint and Background Checks** - In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor, any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in governing board policy of the Member District.

F. **Terrorism Country Divestments** - Per ARS § 35-392, 1GPA and its Members are prohibited from purchasing from a company that is in violation of the Export Administration Act.

G. **Registered Sex Offender Restrictions** - For work to be performed at schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

H. **Affordable Care Act** - Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the Member as required by state or federal law.

I. **Boycott of Israel –** Arizona public entities and other states as applicable, the member may not enter into a contract with a company that is currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

J. **2CFR Section 200 (EDGAR) –** When a 1GPA Member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200. All Vendors submitting proposals must complete the 2CFR 200 Certification Form contained within this document.

K. **Minority Businesses** – 1GPA and its Lead Agency have taken all necessary affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are notified of any bidding opportunities when possible according to 2 CFR Part 200.321.

L. **Civil Rights Compliance** - In accordance with 7 CFR Part 210.23, Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

M. **Texas House Bill 1295 Certificate of Interested Parties** – For contract entered into or after January 1, 2016, Texas Government Code Chapter 2252.908 (H.B. 1295) states that a Texas governmental entity or state agency may not enter into a contract unless the business entity submits a disclosure of interested parties to the governmental entity or state. The law applies only to a contract that either (1) requires an action or vote by the governing body or (2) has a value of at least $1 million. Information from the Commission regarding the requirements, including rules and filing information, are available at the following links:

https://www.ethics.state.tx.us/tec/1295-info.htm
https://www.ethics.state.tx.us/whatsnew/faq_form1295.html
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

It is the responsibility of vendors to determine the applicability of, and comply with, all disclosure laws of House Bill 1295.

1. **REQUEST FOR PROPOSAL (RFP):** This RFP is in accordance with A.R.S. 34-604 and 41-2579 and A.A.C. R7-2-1111 and only issued to the persons on the final list developed in RFQ 22-14PV, in which 1GPA and its Lead Agency intend to award contracts with qualified Mechanical Contractors to perform miscellaneous construction and repair services.

2. **TERM OF CONTRACT:** It is 1GPA's intent to award a multi-term contract. The initial term of the resultant contract shall start on date of contract award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

3. **CONTRACT EXTENTION:** 1GPA reserves the right to unilaterally extend the period of any resultant contract month to month beyond the stated expiration date if that is determined to be in the best interests of Members. In addition, by mutual written agreement, any resultant contract may be extended for a supplemental period up to a maximum of forty-eight (48) months in twelve (12) month increments.

4. **RENEWAL OF CONTRACT:** Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

5. **CONTRACT TYPE**: The term contract shall be a coefficient to a Unit Price Book, Open Book Pricing as outlined in this RFP, and/or labor, and/or Trade Service price guide for products, with indefinite quantities.

6. **FORM OF CONTRACT:** The form of contract for this Solicitation shall be the Request for Proposal, the awarded Proposal(s), the Request for Qualifications from Step 1, Master Agreement, and any formal District/Public Entity Contract between Owner and JOC Contractor – will become the controlling contract documents for this procurement, and properly issued purchase orders incorporating each member's specific policies and P.O. terms and conditions referencing the requirements of the Request for Proposals.

7. **SUPPLEMENTAL AGREEMENTS:** The 1GPA Member and Contractor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Solicitation such as invoice requirements, on campus service specifics, etc. Any supplemental agreement developed as a result of this Solicitation is exclusively between the Member and Contractor and may not materially change any of the terms and conditions contained herein. 1GPA, its agents, members and employees shall not be made party to any claim for breach of such agreement. Any supplemental agreement between the Member and Contractor is exclusively between the Member and the Contractor and will be subject to immediate cancellation by the Member (without penalty) if, in the opinion of the Member, the quality, service and specification requirements and/or the terms and conditions are not maintained as stated in the supplemental agreement.

8. **PROPOSAL ACCEPTANCE PERIOD**: In order to allow for an adequate evaluation, the District requires a Proposal in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

9. **RESPONSE FORMAT:** All Proposal responses are to be in the same form as this Request for Proposal. Address each requirement in the same order as has been requested.

10. **ELECTRONIC SUBMITTAL - REQUIRED:** An electronic submission is **required**. The electronic submission is to be uploaded online through OpenGov Procurement. Submittal instructions for OpenGov Procurement are found on the last page of this document under Exhibit A.

11. **TIME STAMP**: Proposals will be time stamped when received by OpenGov Procurement. Proposals will be accepted up to but no later than the time indicated in the Request for Proposal (RFP). Proposals received after the time stated in the RFP will not be considered and will remain unopened. Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Proposal Due Date and Time to begin the uploading process and to finalize your submission.

12. **PROPOSAL OPENING:** Proposals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Offeror shall be read at this time. All Offers and any modifications and other information received in response to the Request for Proposals shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the Proposals and evaluation documents shall be open for public inspection.

13. **AWARD**: In accordance the Arizona School District Procurement Rules R7-2-1111(J) and (K), ARS § 34-604(F)(9) and 41-2579(F)(9), awards will be made to the responsive and responsible Offerors whose Proposals receive the highest scores under the method of scoring in the RFP. No other factors or criteria may be used in the evaluation. The procurement file shall contain the basis on which the award is made. 1GPA and its lead agency will award up to the number of contracts specified in this RFP.

14. **DISCUSSIONS**: In accordance with R7-2-1111(F) after the initial receipt of Proposals, 1GPA reserves the option to conduct discussions with those Offerors who submit Proposals determined by 1GPA to be reasonably susceptible of being selected for award. Discussions shall be for the purpose of clarification to ensure full understanding of, and responsiveness to, the solicitation requirements.

15. **BEST AND FINAL OFFERS:** If discussions are conducted or if no discussions were held, 1GPA shall issue a written request for Best and Final Offers (final technical and price proposals). If Offerors do not submit a notice of withdrawal or a Best and Final Offer, the immediate previous offer will be construed as the Best and Final Offer.

16. **ADMINISTRATION FEE:** 1GPA's .01 (1%) administration fee shall be included in offeror's fees, coefficients, and/or discounts. Contractor shall not add the administration fee as a separate line item to any quote to a Member. 1GPA will invoice the Vendor on a monthly basis for the administrative participation fee. The invoice will be based on total sales made through the 1GPA contract with the Vendor. Invoices will be issued at the time a Purchase Order is received by 1GPA. Invoices are due and payable upon receipt.

17. **PRICING:** Contract pricing must be based upon:
    1) Fixed Coefficient to a Unit Price Book
    2) Fixed Multiplier for Open Book Pricing
    3) Labor
    4) Trade Service price guide for products

18. **NO PRICE ADJUSTMENT FOR COEFFICIENTS & MULTIPLIERS:** This is a firm-fixed contract where pricing awarded under this contract is not subject to any adjustment.

19. **PRICE ADJUSTMENT FOR LABOR PRICING:** 1GPA may review a fully documented request for a price increase for labor, only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. 1GPA shall determine whether the requested price increase or an alternate option is in the best interest of the Members. Price increases, if any, shall not exceed the Federal CPI.

20. **TRAVEL EXPENSE REIMBURSEMENT:** Contractor shall be responsible for travel arrangements and expenses. Travel expenses not included in the consulting fee may be billed for certain in-state and out-of-state travel expenses on a case-by-case basis. Contractor shall seek Member approval before billing for any in-state or out-of-state travel expenses. The Contractor shall not be reimbursed for travel time. If approved by the Member, in-state and out-of-state travel expenses shall be reimbursed in accordance with State of Arizona Travel Policy. The travel policy may be accessed via the internet at the State of Arizona General Accounting Office website: http://www.gao.az.gov/travel (Supplement I: Maximum Mileage, Lodging and Meal Reimbursements). For all in-state travel expenses, the duty post of the instructor must be outside a radius of 50 miles from the designated site.

21. **QUANTITIES:** 1GPA estimates considerable activity resulting from this award. Based on historical data from previous contracts as well as member surveys, 1GPA estimates usage of this contract to $40 Million annually. A current list of 1GPA Members may be found at:
https://www.dropbox.com/s/9i5d6xhsmob7hcp/1%20-%20PUBLISHED%20Membership%20List.xlsx?dl=0
1GPA makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. 1GPA makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this Solicitation.

22. **BID BOND/SECURITY:** In accordance with R7-2-1102(A), ARS§ 34-610 and 41-2573 all competitive sealed procurement for construction have bid security, if the amount of construction contract will exceed the amount established by ARS §15-213(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount.

Bidders shall include acceptable bid security in the amount of $100,000 with submission of their Proposal.

Acceptable bid security for this solicitation will be a certified check or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in the appropriate state construction with take place, with the principal being the prime contractor and 1GPA being the Agency of Record.

23. **PERFORMANCE BOND:** The successful JOC contractor shall be required to furnish irrevocable security binding the contractor to provide faithful performance of the contract in the amount of 100% of the Guaranteed Maximum Price (GMP) for job orders that are $100,000.00 and over. Bonds shall be payable to the 1GPA Member

Performance security shall be in the form of a performance bond or certified check. This security must be in the possession of the 1GPA Member within the time specified or ten (10) days after agreement of GMP. If the contractor fails to execute the security document as required, the contractor may be found in default and the contract terminated by the 1GPA Member. In case of default, the 1GPA Member reserves all legal rights to rectify matter. All performance bonds must be executed on forms substantially equivalent to Performance Bond format attached to this RFQ.

Bonds must be issued by a surety company authorized to do business in State in which the work is being done, or in a manner satisfactory to the 1GPA Member.

24. **PAYMENT BOND:** The successful JOC contractor shall be required to furnish a Payment Bond equal to 100% of the GMP for job orders that are $100,000.00 and over. The bond shall be submitted within 10 days of the establishment of the GMP. The surety will be in the form of a bond, cashier's check or certified check. All payment bonds shall be executed on forms substantially equivalent to the sample enclosed with this RFQ. Personal and company checks are not acceptable unless they are certified. Bonds must be executed by a surety company authorized to do business in the state in which the work is being done, or otherwise secured in a manner satisfactory to the 1GPA Member.

25. **PROTECTION OF MEMBERS:** The Offeror shall protect all furnishings from damage and shall protect the Member's property from damage or loss arising in connection with this contract. He shall make good any such damage, injury or loss caused by his operations, or those of his employees, to the satisfaction of the Member. The Offeror shall confine his equipment, storage of materials and the operation of his workmen to the limits as indicated by the Unit Foreman in the area in which the work is being performed. Any damage caused to Member's facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the Member.

The successful Offeror shall take all necessary precautions for the safety of students, employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. He agrees that he is fully responsible to the Member for the acts and omissions of any and all persons whether directly or indirectly employed by him. He shall maintain such insurance as will protect him and the Member from claims or damage for personal injury, including death, which may arise from operations under this contract.

26. **TRAINING:** The Contractor shall train designated Member personnel on the proper use and care of equipment supplied immediately after delivery and installation of the equipment.

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

28. **RESPONSIBILITY OF OFFERORS:** 1GPA will consider the following factors in determining if an Offeror is responsible:
    A. The proposed contractor's financial, material, personal and other resources, including subcontractors.
    B. The proposed contractor's record of performance and integrity.
    C. Whether the proposed contractor is qualified legally to contract with the public entity.
    D. Whether the proposed contractor supplied all necessary information concerning its responsibility.
    E. Complaints on file with the Registrar of Contractors.
    F. Prior litigation history.

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

30. **CONTRACTOR LICENSE LAW:** Contractor shall comply with State and City Contractors License Law, be duly registered and licensed thereunder. Attach photocopy of License to Propose form.

31. **PERMITS:** Contractor shall be responsible for obtaining any and all permits required to perform this installation. The installation shall be in complete compliance with City Building and Fire Codes.

32. **LIENS:** Because this is a public purchase, contractor shall hold the 1GPA Member harmless from any claimants supplying labor or materials to the contractor or his subcontractors in performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied before the 1GPA Member will make payment.

33. **FIRE PROTECTION:** Provide adequate fire extinguishers on the premises during the course of construction, of the type and size recommended by the NFPA, to control fires resulting from the particular work being performed. Instruct employees in their use. Place extinguishers in the immediate vicinity of the work being performed, ready for instant use. In the use of especially hazardous types of equipment, such as acetylene torches, welding equipment, etc., no work shall be commenced or equipment used unless fire extinguishers of an approved type and capacity are placed in the working area and available for immediate use by the workmen using the above-mentioned equipment.

34. **USE AND OCCUPANCY:** The owner reserves the right to use and occupy the whole or any part of these improvements. Such use and occupancy by the owner shall not, however, be construed as an acceptance of the work or any part thereof, and any claims which the owner may have against the contractor shall not be deemed to have been waived by such occupancy. Achievement of Substantial Completion and Final Completion shall be determined by project architect.

35. **BARRIERS:** The contractor shall provide barriers, as required, to permit public entry, to provide for owner use of the site and to protect existing facilities and adjacent properties from damage.

36. **SITE INSPECTION:** Prior to submitting the GMP, successful firm shall visit the site and familiarize themselves with any conditions which may affect performance and total cost. Submission of the GMP will be prima facie evidence that the contractor did, in fact, make a site inspection and is aware of all conditions affecting performance and GMP prices.

37. **INSPECTION:** The job will have a final inspection and acceptance by 1GPA Member staff. Any discrepancies noted during the inspection will be corrected prior to final payment. Field inspections will be performed by Member upon completion of the Project.

38. **DAMAGES:** The successful contractor shall be liable for any and all damage caused by him or his employees to the 1GPA Member premises. The offeror shall hold and save 1GPA and Member free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises or third persons.

39. **CLEAN UP:** The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by construction operations. Upon completion of the work, remove all waste materials and rubbish from and about the Project, as well as tools, construction equipment, machinery and surplus materials.

If the Contractor fails to clean up the work, the 1GPA Member may do so and the cost thereof shall be charged to the Contractor. Remove all surplus materials and debris of every nature resulting from operations, and put site in a neat, orderly condition.

40. **WARRANTY:** All workmanship and materials shall be warranted for two years from date of acceptance of project. This will be submitted in written form to the 1GPA Member at completion of Project.

41. **DISTRICT DELAYS:** In accordance with R7-2-1087(D) the contractor will negotiate with the District for the recovery of damages related to expenses incurred by the contractor for a delay for which the school district is responsible, that is unreasonable under the circumstances and that was not within the contemplation of the parties to the contract. This subsection shall not be construed to void any provision in the contract that requires notice of delays, provides for arbitration or any other procedure for settlement or provides for liquidated damages

42. **PROGRESS PAYMENTS:** R7-2-1105 allows for progress payments to the contractor of construction if the contractor agrees to adhere to ARS 41-2577 (B) (D) (F). All progress payments must be invoiced to the District. It is the responsibility of the District to review and approve any estimates of work completed. Payment shall be made within 14 days after the estimate of the work is certified and approve, except that a percentage of all estimates shall be retained as provided in R7-2-1104. If the District issues a written statement to the Contractor that the estimate of work is not approved and certified, the District may withhold an amount from the progress payment that the District reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1105 (A). In such cases, the Contractor agrees to hold the District harmless for any deficiency payment.

Progress payments may be made to the prime contractor on the basis of a duly certified and approved estimate of work performed during the preceding month. The prime contractor must agree to pay any subcontractors or material suppliers within seven (7) days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties involved.

Once all bonds are in place, the prime contractor and the District will agree upon a schedule of payments based on identifiable milestones. If any payment to the contractor is delayed after the date due, interest shall be paid at the rate of one percent per month, or a fraction of a month, on such unpaid balance as may be due. Any late charges will be the responsibility of the District. Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

43. **RETENTION:** In accordance with R7-2-1104 and 41-2576 there shall be no retention for Job-Order Contracting construction services contracts.

44. **BILLINGS:** All billing notices shall identify the specific item(s) being billed. Items are to be identified by name, model/serial number as most applicable. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.

45. **INSURANCE:** Offeror agrees to maintain such insurance as will fully protect Offeror, 1GPA and its Members from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror, 1GPA and its Members for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to 1GPA Members.

1GPA shall be named as an additional insured party in the Certificate of Insurance that includes the following:

- Successful Offeror will be required to provide proof of and maintain Comprehensive General Liability Insurance with a limit of not less than $1,000,000 per occurrence and $2,000,000 aggregate coverage.
- Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.
- The Contractor's insurance coverage shall include Technology or Cybersecurity Liability insurance with a minimum of $1,000,000 per claim and $2,000,000 aggregate. Insurance shall include coverage for cloud computing and mobile devices, protection of private or confidential information, network security and privacy, liability for system attacks, digital asset loss, denial or loss of services, unauthorized access and use, as well as introduction, implantation or spread of malicious software code.

In addition, awarded vendor shall be willing to provide, upon request, a certificate of insurance to any Member using this contract.

46. SPILLAGE: Contractor will be responsible for the clean-up of a contamination or spillage resulting from the delivery and unloading.

47. DATA, INFORMATION AND RECORDS SECURITY AND PRIVACY: Contractor agrees to comply with all applicable laws and regulations regarding data, information and records security and privacy all of which are incorporation herein by reference in their current forms and as amended at any future time. These include, but are not limited to, Arizona Revised Statute (A.R.S.) §18-552 et seq – Notification of Security System Breaches; A.R.S. §44-7601 et seq – Discarding and Disposing of Records Containing Personal Identifying Information; Family Educational Rights and Privacy Act (FERPA); Protection of Pupil Rights Amendment (PPRA); Health insurance Portability and Accountability Act of 1996 (HIPPA) Privacy and Security Rules; Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; applicable federal, state and local regulations relating to confidentiality of student records; and any other federal and/or state law governing the privacy of personally identifiable information

48. FINGERPRINT & BACKGROUND CHECKS: 1GPA anticipates that services under this contract may cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils. In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall be required to obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, Article 3.1. Therefore, the Contractor and any proposed subcontractors warrant compliance with ARS subsection 41-4401, ARS subsection 23-214, the Federal Immigration and Nationality ACT (FINA) and all other federal, state and local immigration laws and regulations related to the immigration status of its employees. The contractor must have all employees on-site submit to a fingerprint clearance conducted by Department of Public Safety and all employees must carry fingerprint card at all times. These warranties shall remain in effect through the term of the contract.

1GPA or Member may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should 1GPA or Member request evidence of compliance, the Contractor and any proposed subcontractors shall have 5 working days from receipt of the request to supply adequate information. Failure to supply the requested information or if 1GPA or Member suspects or finds the Contractor or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and all remedies allowed by law, including, but not limited to: non-consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

49. EMPLOYEE IDENTIFICATION: All employees **must** check in at the front office of each Member site. The employee must have an identification badge at all times in clear view, with picture ID and name of firm. In addition, the employee shirt must have the company name on it. Failure to have any of these items will result with the employee being escorted off property.

1. PURPOSE

This Request for Proposal is the second step of a two-step process and is being issued only to the persons on the final list developed in RFQ 22-14PV.

The purpose of this RFP is to develop term contracts with qualified Mechanical Contractors to perform miscellaneous construction and repair services, including limited pre-construction design services (i.e. professional services), for various projects, to be determined, such as installations, repairs, upgrades of HVAC systems, maintenance and plumbing services, as related to HVAC systems to buildings and facilities utilizing Job Order Contracting (JOC) project delivery method.

1GPA and its Lead Agency intend to award contracts to cover all of Arizona. Firms may also submit responses to include other states. However, firms shall follow the laws of those states they are submitting and assure that this solicitation meets the requirements of those states. It is expected that contracts will be awarded to up to seven (7) Mechanical Contractors.

The method used for JOC Task Order pricing will be determined by the Member and JOC contractor prior to any pricing being completed. Acceptable methods of determining pricing may include Open Book Pricing or Unit Price Book.

In accordance with R7-2-1112 (E)(1), 41-2580 (F)(1), and 34-605(F)(1) the maximum dollar amount of an individual job order for job-order-contracting construction services shall be one million dollars or a higher or lower amount prescribed by the governing board, or purchasing agency, in a policy adopted in a public meeting held pursuant to A.R.S. Title 38, Chapter 3, Article 3.1.

2. BACKGROUND

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors. Eligible using 1GPA Members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

The Paradise Valley Unified School District (PVUSD) is one of the largest employers in the north valley with approximately 3,800 employees. The current student population is approximately 30,410. PVUSD consists of five high schools, seven middle schools, 28 elementary schools, one K-8 school, two alternative schools, one comprehensive online school and six administrative support sites. PVUSD covers approximately 98-square miles of northeast Phoenix and north Scottsdale in an area bounded by 7th Avenue and Pima Road, and Northern Avenue and Jomax Road. Following contract award, PVUSD will select the awarded vendor(s) that best meet the needs of the District. The items listed under this Scope of Work may or may not apply to the specific needs of PVUSD.

The RFQ and subsequent RFP will be replacing the following past solicitation:
18-16PV Job Order Contracting for Mechanical Services

Current vendors that have been awarded the above contract will need to respond to this RFQ in order to have the opportunity to continue servicing 1GPA Members.

This Job Order Contracting RFP is in accordance with School District Procurement R7-2-1106 – R7-2-1115, ARS §34-604, and ARS §41-2579. In accordance with R7-2-1106 (A) PVUSD made a determination that use of Job Order Contracting is advantageous for the District.

3. TYPICAL WORK

3.1 Design Services:

The scope of work will vary with each Job Order. Minor design services may be required for some job orders, however if needed, most will be designed through registered Architects and Engineers under separate contracts. For job orders that require design services, the contractor shall seek the services of Arizona registered Architects and Engineers to prepare plans for permitting.

3.2 Construction Services:

Specific tasks include, but not limited to, the installation, retrofit, service, and repair of full spectrum HVAC equipment, components, and systems. Typical installation and repairs of HVAC components include compressors, condensers, rooftop units, air handling units, boilers, heat exchangers, computer room units, chillers, cooling towers, pumps, variable frequency drives and Energy Management Systems and other mechanical components. Additional services include complete central plant retrofits to include mechanical piping, heating systems, valves/fittings, pumps, ducting and insulation, and energy savings initiatives [utility rebates], water treatment, balancing, and design/build services. Additional associated services and miscellaneous tasks are authorized that accompany the mechanical services outlined above.

Construction services by the JOC Contractor may include, but are not limited to:

3.2.1 Provide construction and repair services for various projects, including required labor (including subcontractors costs), materials, equipment, and related services for remodeling, renovations, tenant improvements, and additions; including site work, installation of water, sewer, or other utility extensions.
3.2.2 Assist with scoping and constructability issues.
3.2.3 Provide project scheduling.
3.2.4 Provide detailed cost estimating and knowledge of marketplace conditions.
3.2.5 Provide value engineering as required.
3.2.6 Provide long-lead procurement studies and possibly initiate procurement of long-lead items.
3.2.7 Coordinate with various Member departments and other agencies including utility companies, etc.
3.2.8 Schedule and manage site operations.
3.2.9 Bid, award, and manage all subcontracts while meeting the Member’s project requirements and standards.
3.2.10 Provide quality controls.
3.2.11 Address all federal, state, city, and county permitting requirements and assist in the permitting processes.
3.2.12 Maintain a safe and clean work site for all project participants, Member’s staff, and public.
3.2.13 Coordinate removal of Hazardous Materials with the Member.
3.2.14 For any project that exceeds $100,000, the contractor must submit a 100% performance and payment bond and power of attorney.

4. PRICING METHODOLOGY

Acceptable methods of determining pricing may include unit price book or open book pricing. The 1GPA Member shall select the pricing method for a job order prior to requesting a price quote.

4.1 Unit Price Book (UPB):

Firm-fixed coefficients are not subject to any adjustment.

This method will need to be utilized when Contractor is self-performing.

1GPA and PVUSD recognize the following as acceptable Unit Price Book. This information is not meant to be restrictive, other Unit Price Books may be considered. Contractor is to use the latest edition of the Unit Price Book.

- RS Means Data
  Facilities and Mechanical
- Trade Service TRA-SER for Plumbing and Mechanical

Firms shall provide a fixed coefficient to arrive at the net cost to 1GPA Members. In the event a certain material or equipment is not specifically listed within this Price Book, the Member reserves the right to negotiate the unit rate with the successful firm that may include the competitive quoting through multiple subs. See Attachment A of the Master Agreement for additional pricing information.

4.2 Open Book Pricing:

Firm-fixed multipliers are not subject to any adjustment.

Open Book Pricing allows the contractor to apply subcontractor pricing quotes or total direct project costs to a predetermined fixed overhead and profit multiplier.

Direct job cost shall be based upon firm price quotes from contractors in the contract's approved subcontractor list. To the extent practicable, contractor shall obtain firm price quotes from a minimum of three contractors for each discipline applicable to the project. Contractor shall select subcontractors based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone. The Contractor shall provide the Member with copies of subcontractor quotes and the basis for selection of each subcontractor. See Attachment B of the Master Agreement for additional pricing information.

4.3 Audits:

Members may use an independent third party to audit quotes received from awarded contractors.

5. USE OF CONTRACT

5.1 1GPA Members may use this contract and select awarded contractors based on their own best practices. The Member's selection process may include qualifications of the awarded contractor in consideration of their project and scope of work, availability of the awarded contractor and their work load, sub selection process, past experience with contractor, and other practices determined by the Member. 1GPA will not promote or suggest to any Member to compete pricing of the awarded contracts, as 1GPA does not believe this is the intent of Job Order Contracting Services.

5.2 Job Order Contracting Master Agreement: This agreement is enclosed with this solicitation and will be part of the awarded contract. Firm should review the agreement and indicate if your firm is willing to sign this document, if awarded, as part of the agreement or provide any recommended changes.

1. EVALUATION OVERVIEW

1.1 RFP Process

1GPA intends to award contracts up to seven (7) Mechanical Contractors to cover all geographic locations in Arizona and possible other states.

The evaluation committee shall evaluate all submittals in accordance with defined criteria set forth in this Section paragraph 4, and the information provided in Section III. No other factors or criteria may be used in evaluation and scoring.

The selection committee will separately evaluate and score the technical proposal before opening, evaluating, and scoring the price proposal.

1.2 Contract Awards

Each offeror shall submit separately its final technical proposal and its price proposal.

Before opening any price proposal, the selection committee shall open and evaluate the final technical proposals and score the technical proposals using the scoring method in the request for proposals.

After completion of the evaluation and scoring of all final technical proposals, the selection committee shall open, evaluate and score the price proposals, and complete scoring of the entire proposals.

The school district shall award the contract to the responsive and responsible offerors whose proposals receive the highest score under the method of scoring in the request for proposals.

When 1GPA and its lead agency enter into the number of contracts specified in the Request for Proposal, the procurement ends.

2. EVALUATION COMMITTEE

The evaluation committee for this procurement shall consist of no more than seven members as follows:

- District Administrators and Representatives
- 1GPA Administrators
- Licensed General Contractor - Senior Management
- Registered Architect/Engineer

The committee will remain the same throughout the RFQ and RFP process.

3. PROPOSED SELECTION SCHEDULE

- Request for Proposals Issued — May 10, 2022
- Due Date of RFP Submittals — June 7, 2022
- Evaluation Period (Tentative) — June 7 – July 15, 2022
- Board Approval Date (Tentative) — August 4, 2022

4. **EVALUATION CRITERIA – Total Points Available: 150 Points**

Evaluation of the Request for Proposals shall be based upon the following criteria listed and their point values.

Technical Proposal Evaluation

4.1 **Qualifications and Experience of Firm - (30 points)**

Overall experience and expertise of the submitting firm shall be considered; The ability of the firm to demonstrate a level of competence in establishing long term relationships with clients in performing a variety of mechanical related projects on a repeated basis; Working on multiple projects; Ability of firm to complete projects on a timely basis; Overall expertise of the submitting firm in the area of estimating, pre-construction design services, value engineering, and job site analysis.

4.2 **Qualifications and Experience of Personnel - (25 points)**

Overall qualifications and experience profile represented by the key personnel described by the offeror; Education and certification background of personnel; Tenure of the proposed personnel with submitting firm; The specific experience of the proposed team; Knowledge of JOC practices using an established Unit Price Book and Open Book Pricing shall be considered.

4.3 **Method of Approach - (20 points)**

Overall method of approach described by the offeror in how they would implement and execute a JOC program for 1GPA Members; The detail and thoroughness of the plan to include contract management, quality management and subcontractor management; Ability of the offeror to communicate a sense of confidence and competence in operating within a JOC environment; Software solution proposed and the ability of firm to provide a precise mechanism for establishing price estimates; Reputation to attract quality sub-contractors.

4.4 **Organizational Strength - (20 points)**

Financial condition of the offeror shall be reviewed to ensure long term viability; Safety record of the offeror; Bonding capacity; Insurance requirements; Number of years in operation; Knowledge of construction market; Reputation to attract quality sub-contractors shall be considered. The ability of the firm to effectively absorb new projects in light of existing work load.

4.5 **Responsiveness - (5 points)**

Overall responsiveness of the proposal in clearly stating and understanding the scope of work and providing the required information at time of RFP submittal. The ability of the firm to accept the terms and conditions of this solicitation that will become the governing document of this contract will be considered. **All forms have been completed, signed, and submitted in the response.**

Price Proposal Evaluation

4.6 **Price – (50 points)**

Shall include firm-fixed Coefficient to a Unit Price Book, firm-fixed Open Book Pricing as outlined in this RFP, and/or labor, and/or Trade Service price guide for products.

The Price Proposal shall be submitted separately in the OpenGov procurement portal. The selection committee will separately evaluate and score the technical proposal before opening, evaluating, and scoring the price proposal.

A. ELECTRONIC SUBMITTAL REQUIRED:

An electronic submission is required. The electronic submission is to be uploaded online through OpenGov Procurement. Submittal instructions for OpenGov Procurement are found on the last page of this document under Exhibit A.

Proposals will be time stamped when received by OpenGov Procurement. Proposals will be accepted up to but no later than the time indicated in the Request for Proposal (RFP). Proposals received after the time stated in the RFP will not be considered and will remain unopened. Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Proposal Due Date and Time to begin the uploading process and to finalize your submission.

B. PROPOSAL FORMAT:

Each proposal should be submitted on the forms and in the format specified in the RFP, Sections III and IV. The material should be in sequence and related to the RFP. 1GPA will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Each proposal should contain a table of contents with a clear and complete identification of the materials submitted by section and page number. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

Submission of a technical proposal indicates that the offeror has read and understands this entire Request for Proposals (RFP), to include all appendices, attachments, exhibits, schedules, and addendum (as applicable) and agrees that all requirements of this RFP have been satisfied.

All proposals and materials submitted become the property of the Lead District and 1GPA.

30 PAGES MAX – Each firm shall be limited in the total number of pages submitted as part of their technical proposal package. Due to the offeror's time and cost in preparing this document, along with the challenge of thoroughly reading and evaluating these documents, 1GPA will limit the total number of content pages to 30 (single sided using minimum 11 point font). Documents that will not be considered in this total shall be resumes, financial statements, letters from financial/insurance institutions, cover page, index, offer acceptance form, insurance certificates, all other forms outlined in paragraph E. below. The section pages can be used to reference each section and can be used for pictures or art work. 1GPA has attempted to streamline the amount of required information as noted below. Firms are strongly encouraged to present their offers in strict accordance with the noted outline.

C. TECHNICAL PROPOSAL:

The technical proposal should include at least the following information:

SECTION 1 – BASIC COMPANY INFORMATION

1.1 Provide a signed letter of interest in providing the services described in the solicitation.
1.2 Number of years in business (under the submitted name) and number of years operating in Arizona.
1.3 Licenses(s) held by the firm.
1.4 If the firm has more than one office, provide specific information about the parent company and administering branch office.
1.5 Certify that your organization and any principal of the organization is not prohibited, suspended or otherwise declared ineligible to contract or provide any services required hereunder by any federal, state or local public agency.

1.6 Review the attached JOC Master Agreement and indicate if your firm is willing to sign this document, if awarded, as part of the agreement or provide any recommended changes.

SECTION 2 – PAST PERFORMANCE

2.1 Provide a statement of your experience providing job order construction services over the past few years.
2.2 Provide a list of your job order contracts. Include date of contract, contracting agency contact information, and value of contract.
2.3 Provide a description of your experience working on educational or public sector based projects, working on multiple projects simultaneously, and working during limited time frames such as summer breaks and during a typical school year.

SECTION 3 – KEY PERSONNEL

3.1 Provide a listing of key personnel that will be assigned to this contract and include the following:

- 3.1.1 Their professional discipline, areas of specialization, achievements, etc.
- 3.1.2 Resumes or bios to include educational background, certifications, registration/license status, employment history
- 3.1.3 List of governmental/educational projects the individual had direct involvement; this may include actual work experience with submitting firm or prior engagements with other firms
- 3.1.4 Number of years with current firm, number of years in the profession

3.2 Identify the primary contact person who will represent the firm and interface with 1GPA.

3.3 Indicate if any principal or key individual has ever been convicted of a felony. Give a detailed explanation of the names/convictions.

SECTION 4 – METHOD OF APPROACH

4.1 Contract Management Plan

- 4.1.1 Provide a statement of your plan for performing and managing the work.
- 4.1.2 What specific software program does your firm use in developing job estimates? Provide a sample of a typical job estimated using your software program.
- 4.1.3 Explain how you plan to ensure prompt responses to job order requests.
- 4.1.4 Provide your plan for responding to and performing multiple job orders at the same time.
- 4.1.5 Explain what limitations you have geographically or in the number of simultaneous job orders.
- 4.1.6 Describe firm's philosophy on self-performing any of the trade work.

4.2 Quality Management Plan

- 4.2.1 Explain how you set goals and monitor the performance of your company.
- 4.2.2 Explain how you inspect the work to ensure quality.
- 4.2.3 Explain how you stay on schedule.
- 4.2.4 Explain your complaint and dispute resolution procedure.

4.3 Subcontractor Management Plan – Provide an overview of the firm's subcontractor Management plan including the selection plan as provided in the RFQ-Step 1 process.

SECTION 5 – ORGANIZATIONAL STRENGTH

5.1 Provide audited (preferred) financial statements representing the past two (2) years. Provide Balance Sheets and the Statement of Income and retained earnings. Financial statements will be considered confidential. *Provide this information in a separate upload on the OpenGov procurement portal. Do not include this information in your technical proposal.*

5.2 Provide a letter from your bonding company indicating your firm's maximum cumulative bonding limit, your single project limit and identify your firm's current available bonding capacity.

5.3 Provide a certificate of insurance indicating your firm's insurance coverage. A sample certificate may be provided. However, before any work is initiated, the successful contractor must provide a certificate that names the 1GPA Member as additional insured.

5.4 Provide a letter from your firm's insurance company stating the Workers' Compensation Experience Modification Rate (EMR) for the past three (3) years. The letter shall be on the insurance company's letterhead and shall be signed by an appropriate individual employed by the insurance company.

5.5 Identify the current total dollar value of awarded construction work currently being managed by the local office. Identify the total number of direct employees of local office supporting construction value noted above.

5.6 Identify any judgments or liens against your firm within the past three years.

5.7 Identify any current unresolved bond claims against your firm.

5.8 Identify any deficiency orders issued against your firm by the Arizona Register of Contractors over the past three years.

5.9 Identify any filing under the U.S. Bankruptcy Code over the past three years.

SECTION 6 – MISCELLANEOUS

Provide any additional information that would add value to the program offered that has not been identified above.

D. BID/BOND SECURITY (Submitted Separately)

The submission shall include acceptable bid security in the amount of $100,000 (see form on page 33).

If sending a certified check, contact Claudia Leon at 602.625.0902 for submittal instructions. An annual or one-time bid bond underwritten by a surety company and a power of attorney should be submitted on the OpenGov procurement portal.

E. PRICE PROPOSAL (Submitted Separately)

The Price Proposal form is located on the OpenGov Procurement portal shall be submitted separately. Do not include the price proposal form with your technical proposal.

F. RESPONSIVENESS (Submitted Separately)

Other forms (as referenced below) are located on the OpenGov Procurement portal. Follow the prompts to download the forms and upload the completed forms as part of your firm's technical proposal. Forms must be signed by an authorized person to bind a contract. Failure to complete and submit these forms may be considered non-compliant.

- Offeror's Proposal and Acceptance Form
- 2CFR Section 200 Certifications Form
- Non-Collusion Affidavit Form
- Amendment Acknowledgement Forms (if applicable)

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____

(hereinafter called Principal), as Principal, and _____

_____, a corporation organized and existing under the laws of the State

Of_____ , with its principal office in the City of

_____, (hereinafter called the

Surety), as Surety, are held and firmly bound unto 1Government Procurement Alliance (hereinafter called the Obligee) in

the amount of **One Hundred Thousand and 00/100** (Dollars) **($** 100,000.00) , for the payment

whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,

jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for:

RFP # 22-14PV
Job Order Contracting for Mechanical Services

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20 _____

_____
Principal Seal

BY _____

_____
Surety Seal

BY _____

_____
Agency of Record

EXHIBIT A

OPENGOV PROCUREMENT SUBMISSION INSTRUCTIONS

Please contact OpenGov Procurement at https://help.procurenow.com/en/ for technical questions related to your submission.

Please follow these instructions to submit via the OpenGov Procurement public portal.

1. **Create an OpenGov Procurement Account:**
   - Register to access solicitation documents and upload responses at

     https://secure.procurenow.com/portal/1GPA by selecting Subscribe to create an account. Detailed instructions may be found at http://help.procurenow.com/en/articles/2482165-vendor-registration

   - Follow updates to existing solicitations and receive email notices of amendments/addenda posted by finding the solicitation and clicking the "Follow" button. Ultimately, it is the sole responsibility of each offeror to periodically check the site for any amendments/addenda issued at

     https://secure.procurenow.com/portal/1GPA.

2. **Prepare your submission materials:**

Requested Information/Document
TECHNICAL PROPOSAL
FINANCIAL STATEMENTS
BID/BOND SECURITY
PRICE PROPOSAL FORM
FORMS

   - Note the type and number of files allowed.
   - **Do not embed** any documents within your uploaded files, as they will not be accessible or evaluated.

3. **Upload your submission at: https://secure.procurenow.com/portal/1GPA**

   - Your submission must be uploaded, submitted, and finalized prior to the Due Date and Time of:

     JUNE 7, 2022 AT 1:00 P.M. MST – ARIZONA TIME

   - We strongly recommend that you give yourself sufficient time and at least **ONE (1) day** before Proposal Due Date and Time to begin the uploading process and to finalize your submission.

Important Notes:

- Each item of Requested Information/Document will only be visible after the Closing Time.
- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
- You will receive an email confirmation with a date/time stamp once you finalize your submission.
- Minimum system requirements: OpenGov Procurement is compatible with major browsers such as Chrome, Firefox, Microsoft Internet Explorer, Edge, and Safari. It can be accessed on all Android and IOS devices.

The following is a Cooperative Solicitation, released via Paradise Valley Unified School District as the lead agency of 1Government Procurement Alliance:

Request for Qualifications # 22-14PV (Step 1)
Job Order Contracting for Mechanical Services

Submittal Due Date and Time: April 20, 2022 at 11:00 A.M. MST Arizona Time

RFQ Opening Location: Paradise Valley Unified School District – Lead Agency
15002 N. 32nd Street
Phoenix, Arizona 85032

Electronic Submittals: OpenGov Procurement – **https://secure.procurenow.com/portal/1GPA**
See enclosed information for submittal instructions.

Last Day for Questions: April 11, 2022

Pre-Submittal Conference: March 31, 2022 at 10:00 A.M.
1GPA Office
1910 West Washington Street
Phoenix, AZ 85009

In accordance with the Arizona procurement code and rules, Request for Qualifications for the materials or services specified will be received electronically by the 1GPA lead agency, via OpenGov Procurement, until the time and date cited. Qualifications received by the correct time and date shall be opened, via OpenGov Procurement, and the name of each Offeror will be publicly read at the location indicated above. All other information contained in the Request for Qualifications shall remain confidential until award is made. Late submittals shall not be considered.

To be considered, submittals shall be submitted electronically via OpenGov Procurement, https://secure.procurenow.com/portal/1GPA. Submittal instructions for OpenGov Procurement can be found on the last page of this document under Exhibit A. Additional instructions for preparing a solicitation are provided herein. Offerors are strongly encouraged to carefully read the entire solicitation document.

Questions regarding this Request for Proposal should be submitted via OpenGov Procurement located at https://secure.procurenow.com/portal/1GPA. To receive email notification when answers are posted on OpenGov Procurement please click the "Follow" button. Direct all inquiries directly to Claudia Leon, at cleon@1gpa.org (phone 602-625-0902).

Eva D. Calles
Eva Calles, Director of Purchasing
Paradise Valley Unified School District (PVUSD)

Christy Knorr
Christy Knorr, Vice President
1Government Procurement Alliance (1GPA)

Date Issued: March 15, 2022

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DOCUMENTS REFERENCED

You may access a complete copy of the documents referenced within this solicitation at the following web addresses:

Arizona:

Arizona Revised Statutes (A.R.S.) is available at
http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp

A.R.S. § 41-2579

The Arizona School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at
http://apps.azsos.gov/public_services/Title_07/7-02.pdf

All Other States:

For a full listing of Intergovernmental Purchasing Statutes by state, visit the 1GPA website at: http://1gpa.org/state-statutes/

Local Governments website (USA.gov): http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Federal:

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at
http://www.irs.gov/pub/irs-pdf/fw9.pdf

Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326
https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-subpartD.xml

INTRODUCTION

Who are we?

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors.

Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

What do we do?

We provide contracts for a broad range of commodities and services that are available to the Cooperative eligible members through a government purchasing cooperative or Interlocal agreement. All of our contracts are competitively procured and awarded in compliance with state statutes, procurement laws and regulations.

Contracts are approved and awarded by 1GPA's lead governmental entities and are only available for use and benefit of all entities complying with state procurement laws and regulations.

Why are we preferred?

The Cooperative's pooled purchasing power means public and private schools, cities, counties and state agencies, non-profits, as well as colleges, universities and Native American communities **can save actual budget dollars** on our contracts utilizing best business practices.

Our agency is dedicated to negotiating the best contracts with the best firms locally or nationally to ensure our members receive quality products and services at the best price.

We service our members by providing in-house knowledge of public procurement practices in conjunction with quality business practices to mainstream the purchasing process for large and complex solicitations that can take up to 6 to 12 months for our members on their own.

We pride our firm on our commitment to compliance, innovation, and collaboration.

As a government purchasing cooperative, 1GPA offers its Members access to a broad range of vendors whose goods and services have been competitively procured by 1GPA, in coordination with its governmental lead agencies. When conducting competitive solicitations, 1GPA takes all steps necessary to comply with federal, state and local procurement laws applicable to both the Lead Agency identified in the solicitation, as well as to 1GPA. Each Member must make its own independent determination as to (1) whether the Member may, under laws applicable to the Member, lawfully purchase particular goods or services through purchasing cooperatives, and (2) whether the Member must comply with any additional procedures required under laws applicable to the Member prior to completing a cooperative purchase. 1GPA makes no representations or warranties to its Members, or to any vendors, regarding such matters.

DEFINITION OF TERMS

A complete list of definitions can be in the Arizona Administrative Code R7-2-1001. The terms listed below are defined as follows:

"Attachment" means any item the Solicitation requires the Offeror to submit as part of the submittal.

"Contract" means the combination of the Solicitation, including the Special Instructions to Offerors, Special Terms and Conditions, and the Specifications and Statement or Scope of Work/Services; and any Solicitation Amendments or Contract Amendments, and Member purchase orders.

"*Contract Amendment"* means a written document signed by the 1GPA that is issued for the purpose of making changes in the Contract.

"Contractor" means any person who has a Contract with the 1GPA.

"Cost" means the aggregate cost of all materials and services, including labor performed by force account.

"Days" means calendar days and shall be computed pursuant to A.R.S. §1-243.

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

"Governing Body" means any group comprised of elected or appointed officials, such as School District Governing Boards, City Councils, County Supervisors, Board of Regents, etc., which has the authority to make fiduciary decisions for a Member organization.

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

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

"Member" means the non-profit entities, public and private schools (including independent school districts and charter schools), education service centers, colleges, universities, municipalities, counties, political subdivisions, and other governmental entities and agencies throughout the United States that have followed local governing authority allowing them to utilize contracting vehicles procured and administered by 1GPA.

"Offer" means a response to a Request for Qualifications.

"Offeror" means a person submitting an offer in response to a Request for Qualifications.

"Person" means any corporation, business, individual, union, committee, club, other organization or group of individuals.

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

"Purchase Order or PO" means the agreed-upon purchase order or other form of binding contract document between the 1GPA member and the Vendor which is used in making a purchase under a 1GPA contract.

"Responsible Bidder or Offeror" means a person who at the time of contract award has the capability to perform the Contract requirements with the integrity and reliability which will assure good faith performance.

"Responsive Bidder or Offeror" means a person who submits an offer which conforms in all material respects to the Request for Qualifications.

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

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

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

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

1. **Inquiries**

A. **Duty to Examine** - It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its submittal for accuracy before submitting their Qualifications. Lack of care in preparing a Request for Qualifications shall not be grounds for withdrawing the submittal after the due date and time nor shall it give rise to any Contract claim.

B. **Solicitation Contact Person** - Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person.

C. **Submission of Inquiries** - Questions and/or clarifications concerning this Solicitation will be accepted in writing through the Questions and Answers Tab on OpenGov Procurement no later than **April 11, 2022 by 5:00 p.m.** (Local Time). Responses and addenda to this RFQ (if necessary), are scheduled to be addressed and posted on OpenGov Procurement by April 12, 2022 by 5:00 p.m. No Offeror may rely upon oral responses made by any 1GPA employee or any representative. The OpenGov Procurement portal is located at https://secure.procurenow.com/portal/1GPA.

D. **Solicitation Amendments/Addenda** - The Solicitation shall only be modified by a Solicitation Amendment or Addendum. 1GPA will not be responsible for Offerors adjusting their offer based on oral instructions by any member of 1GPA or lead District Personnel.

E. **Pre-Submittal Conference** - If a Pre-Submittal Conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.

F. **Submittal Opening:** Submittals shall be electronically submitted via OpenGov Procurement prior to the specified due date and time. Submittals shall be opened immediately following the due date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Offeror shall be read at this time. All submittals and any modifications and other information received in response to the Request for Qualifications shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the Submittals and evaluation document shall be open for public inspection.

G. **Time Stamp:** Submittals will be time stamped when received by OpenGov Procurement. Submittals will be accepted up to but no later than the time indicated in the Request for Qualifications (RFQ). Submittals received after the time stated in the RFQ will not be considered and will remain unopened. Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Submittal Due Date and Time to begin the uploading process and to finalize your submission.

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

2. **Submittal Preparation**

A. **Forms:** - A response to a Request for Qualifications shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.

B. **Typed or Ink Corrections**. - A response to a Request for Qualifications should be typed or in ink. Erasures, interlineations or other modifications in the submittal should be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under A.A.C. R7-2-1030.

C. **Signature(s) on Offers** - The Offer and Contract Acceptance document should be submitted with an original ink signature by the person authorized to sign the Offer. Failure to sign the Offer and Contract Acceptance document may result in rejection of the Offer.

D. **Exceptions to Terms and Conditions** - All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the solicitation evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer. No exceptions included in the Offer shall become part of the resulting Contract unless agreed and accepted to by 1GPA.

E. **Cost of Proposal Preparation** - 1GPA will not reimburse any Offeror the cost of responding to a Solicitation.

F. **Solicitation Amendments/Addenda** - Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum should be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Offer.

G. **Provision of Tax Identification Numbers** - Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Contract Acceptance Form.

H. **Taxes**:

1. **Federal Excise Tax** - Arizona School Districts/Public Entities are exempt from certain Federal Excise Tax on manufactured goods.

2. **Transaction Privilege Taxes** - Arizona School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. Transaction Privilege Taxes in Arizona include State, County and City taxes.

3. **Property Taxes** - Arizona School Districts/Public Entities do not pay state property taxes.

4. **Taxes on Shipping** - Transaction privilege tax may not be collected on delivery charges to the Member's location if separately stated on the invoice.

5. **Payment of Taxes** – Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collection such taxes and shall forward all taxes to the proper revenue office.

All Other States – Other states may have different tax requirements and laws. The tax laws in each state shall be followed by the awarded vendor. It is the responsibility of the vendor to be familiar with the laws and statutes in the state in which they are conducting business.

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

J. **Solicitation Order of Precedence** - In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:

1. Addenda/Amendments;
2. Special Terms and Conditions;
3. Uniform General Terms and Conditions;
4. Scope of Work/Specifications;

5. Attachments;
6. Exhibits;
7. Special Instructions
8. Uniform Instructions to Offerors.

K. **Delivery** - Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s). Contractor shall provide delivery of goods, and/or performance of services in accordance with the needs of the 1GPA Member. Products delivered must conform to the products listed under this contract and may not be substituted with nonconforming products. Contractor agrees to pay for and arrange for return of goods that are defective.

3. **Submission of Proposal**

A. **Submittal Submission** - Each submittal shall be submitted electronically to OpenGov Procurement by the due date and time at https://secure.procurenow.com/portal/1GPA. Submittal instructions for OpenGov Procurement can be found on the last page of this document under Exhibit A. 1GPA will not consider an offer submitted by any other method other than OpenGov Procurement.

B. **Offer Amendment or Withdrawal** – An Offeror may modify or withdraw an Offer in writing at any time before Qualifications opening if the modification or withdrawal is received before the Qualifications due date and time designated in the Solicitation. An Offer may not be amended or withdrawn after the due date and time except as otherwise provided under A.A.C. R7-2-1044.

C. **Public Record/Confidentiality** - Under applicable law, all Offers submitted and opened are public records and must be retained by 1GPA. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by 1GPA pursuant to A.A.C. R7-2-1006.

If Offeror believes that its offer contains trade secrets or other proprietary data not be disclosed as otherwise required by A.R.S. §39-121, a statement advising 1GPA of this fact shall accompany the submission and the information shall be so identified wherever it appears. Requests to deem the entire offer as confidential, contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

D. **Certification** - By signing the Offer and Contract Acceptance form or other official contract form, the Offeror certifies that:

1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer and that the Offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S. §15-213(O) has occurred; and

2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment, including, Federal Executive Order 11246, Arizona State Executive Order 99-4, 2000-4, A.R.S. §41-1461 through 1465; and

3. The Offeror warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), A.R.S. §41-4401 and §23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and

4. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in

rejection of the Offer. Signing the Offer with a false statement shall void the Offer, any resulting contract and may be subject to legal remedies provided by law; and

5. By submission of this Offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency 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; and

6. By submission of this Offer, that 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 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement; and

7. In accordance with A.R.S. §35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.

8. The Offeror warrants that it and all proposed subcontracts are not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393 and Texas Gov't Code 2270.002.

9. The Offeror warrants that it shall comply with the fingerprinting requirements, unless otherwise exempted, in accordance with A.R.S. §15-512.

4. **Additional Information**

A. **Unit Price Prevails** - Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

B. **Taxes** - The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the most advantageous proposal.

C. **Late Offers, Modifications or Withdrawals** - An Offer, Modification or Withdrawal submitted after the exact Qualifications due date and time shall not be considered except under the circumstances set forth in A.A.C. R7-2-1044.

D. **Disqualification** - The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

E. **Offer Acceptance Period** - An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90).

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

G. **Waiver and Rejection Rights** - Notwithstanding any other provision of the solicitation, 1GPA reserves the right to:

1. Waive any minor informality;
2. Reject any and all Offers or portions thereof; or
3. Cancel the Solicitation.

5. **Award**

A. **Number or Types of Awards** - Where applicable, the 1GPA reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, or categories, by an incremental award, by region, or by location, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that 1GPA determines is necessary to meet the needs of its Members.

B. **Contract Inception** - An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by 1GPA and the Lead Agency with an authorized signatures on the Offer and Contract Acceptance form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.

C. **Effective Date** - The effective date of this Contract shall be the date that 1GPA and the Lead Agency signs the Offer and Contract Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

6. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the lead agency representative, Eva Calles, Director of Purchasing.

A. Protest shall include:

1. The name, addresses, and telephone number of the interested party;
2. The signature of the interested party or the interested party's representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.

B. The interested party shall supply any other information requested by 1GPA or lead agency within 10 days of the request.

C. The interested party may file a written request with the district representative for an extension of the time limit for providing additional information set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) and shall set forth good cause as to the specific reason that the interested party is unable to provide the additional information with the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and if an extension is granted, set forth a new date for submission of the filing.

D. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the Solicitation, shall be filed before the due date and time for responses to the Solicitation.

E. In cases other than those covered in section D of the section, the interested party shall file the protest within 10 days after 1GPA or lead agency makes the procurement file available for public inspection.

F. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the 1GPA Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of 1GPA that resulted in the interested party being unable to file the protest within the 10 days. The 1GPA representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

1. **Cooperative Purchasing** –

A. **Cooperative Purchasing** - This contract is based on the need for 1GPA to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (e.g. state agencies, local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any members are preferred.

B. **Cooperative Purchasing Agreements** - Cooperative Purchasing Agreements between 1GPA and its Members have been established under all procurement laws.

C. **Cooperative Purchasing Contracts** - Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

Nothing in this solicitation is intended to establish a most favored customer relationship between 1GPA and contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to 1GPA at the same time by written notice.

D. **Non-Exclusive Contract** - Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of 1GPA members. 1GPA and its membership reserve the right to obtain like goods and services from other sources.

E. **Lead Agency** - A Lead Agency is a well-established and well respected government agency who facilitates the competitive bidding process by being a part of the process from start to finish. The Lead Agency also provides Board Approval for the award of contracts resulting from each Solicitation. The Lead Agency for this RFQ is Paradise Valley Unified School District.

2. **Contract Interpretation**

A. **Application of Law** - The Arizona Procurement Code, Title 41, Chapter 23, applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) §15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

For all other states this procurement shall be governed by, construed, and enforced in accordance with the laws of each state in which 1GPA is conducting business under this contract. It is the responsibility of the awarded vendor and member to ensure this solicitation and ensuing contract complies with the State laws in which they are conducting business regarding use of a cooperative contract.

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

C. **Relationship of Parties** – Vendors receiving contracts under this solicitation are independent contractors. Neither party to this contract, nor any Member, shall be deemed to be the employee or agent of the other party to the contract.

D. **Severability** - The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract.

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

F. **No Waiver** - Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. **Contract Administration and Operation**

A. **Records** - Under A.R.S. §35-214 and §35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

B. **Audit** - At reasonable times during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by 1GPA or Member and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

C. **Inspection and Testing.** The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. 1GPA or its Members shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If 1GPA or Member determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by 1GPA or Member for testing and inspection.

D. **Notices** - Notices to the Contractor required by this Contract shall be made by 1GPA to the person indicated on the Proposal and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to 1GPA required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

E. **Advertising and Promotion of Contract** - Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by 1GPA. After award, contractor(s) may advertise the availability of products and services to Member. Any promotional marketing materials using the 1GPA logo must be approved by 1GPA in advance.

F. **Administration Fee** - 1GPA has an Administrative Fee of .01 (1%). The Administrative Fee shall be included in the offeror's net pricing and is the responsibility of the contractor. Vendor shall not add the administration fee to approved contract prices post award. The Administrative Fee shall be a part of the Vendor's unit prices and is not to be charged directly to the customer in the form of a separate line item.

G. **Usage Reports –** The Usage Report will be the established communication between the awarded contractor and 1GPA of all contract activity. The contractor shall provide contract Usage Reports to 1GPA on a regular schedule as established by the contractor. 1GPA will accept Monthly or Quarterly reporting arrangements which shall be made at the time of contract award.

H. **Submission of Usage Reports** – Within ten (10) days following the end of the arranged reporting schedule, the contractor shall submit their Usage Report electronically via email to: maiken@1gpa.org.

I. **Purchase Orders/Contracts -** All purchase orders and/or contracts issued to the contractor in reference to 1GPA shall be submitted at the same time as the Usage Report. All purchase orders and/or contracts should be zipped in a single file and submitted as an attachment in the same email as the usage report in which they are referenced. 1GPA is audited on an annual basis & documentation is necessary for compliance. Failure to submit purchase orders and/or contracts may result in contract cancellation.

J. **Invoicing of Administration Fee –** Upon receipt of contractor's Usage Report, 1GPA will generate an invoice which is calculated as: Administrative Fee (1%) multiplied by the Total Sales Transactions as stated in the Usage Report. Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in 1GPA exercising any recourse available under the contract or as provided for by law. All administrative fees not paid when due shall bear interest at a rate of 1 1/2% per month until paid in full.

Administrative Fees shall be paid to "1GPA" and mailed to:

1910 W. Washington Street
Phoenix, AZ 85009

4. **Costs and Payments**

A. **Ordering Procedures** - Purchase Orders are issued by 1GPA members to the Vendor according to this Contract. Members and Vendors must send Purchase Orders to 1GPA at maiken@1gpa.org.

B. **Billings** – Contractor shall invoice Member after delivery of goods and/or services. All invoices shall list the applicable Member purchase order and 1GPA contract number. Contractor will invoice Member directly.

C. **Payment** – Payment terms are Net thirty (30) from receipt of Contractor's invoice

D. **Progress Payments** - 1GPA will permit Members to make progress payments under the following conditions:
1. Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order
2. Purchase order describes the amounts or percentages and the dates or frequency of payments
3. Payments are made in full compliance with Member's local governing entity rules

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

F. **IRS W-9** - In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with each Member.

G. **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 Member for any payment that may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. It is the responsibility of the Member to make reasonable efforts to secure such funds.

5. **Contract Changes**

A. **Amendments** - The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or 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 and this Contract based on those changes.

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

C. **Assignment and Delegation** - Contractor shall not assign any right or interest nor delegate any duty under this Contract without the prior written approval of 1GPA. 1GPA shall not unreasonably withhold approval.

D. **Novation** - If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. 1GPA reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

E. **Contract Placed on Hold** - 1GPA shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

6. **Risk and Liability**

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

B. **General Indemnification** - To the extent permitted by law, 1GPA and its Members shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. **Indemnification - Patent and Copyright** - To the extent permitted by law, Contractor shall indemnify and hold harmless 1GPA and its Members against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the 1GPA or Member of materials furnished or work performed under this Contract. 1GPA or Member shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. **Force Majeure**

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

2. Force Majeure shall <u>not</u> include the following occurrences:

   a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
   b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
   c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

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

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

7. **Warranties**

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

B. **Quality** - Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:

1. A quality to pass without objection in the trade under the Contract description;

2. Fit for the intended purposes for which the materials or services are used;

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

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

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

C. **Fitness** - Contractor warrants that any material or service supplied to 1GPA or its Members shall fully conform to all requirements of the contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. **Inspection/Testing** - The warranties set forth in in this section shall not affected by inspection or testing of, or payment for the materials or services by 1GPA Members.

E. **Compliance with Applicable Laws** - The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.

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

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of 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, 1GPA and its Members are not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

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

8. **Contractual Remedies**

A. **Right to Assurance** - If 1GPA 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, 1GPA may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at 1GPA's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. **Nonconforming Tender** - Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, 1GPA may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

C. **Right of Offset** - 1GPA and its Members shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred or damages assessed by 1GPA or its Members concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

9. **Contract Termination**

A. **Cancellation for Conflict of Interest** - Pursuant to A.R.S. § 38-511 and A.A.C. R7-2-1087(F) 1GPA 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 1GPA is, or becomes at any time while the Contract or an extension 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.

B. **Personal Gifts or Benefits** - 1GPA may, by written notice, terminate the Contract, in whole or in part, if 1GPA determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. §15-213(O) and A.A.C. R7-2-1087(G).

C. **Gratuities** - 1GPA may, by written notice, terminate the Contract in whole or in part, if 1GPA 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 1GPA 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 making of any determination or decision about contract performance in accordance with A.A.C. R7-2-1087(H).

D. **Suspension or Debarment** - 1GPA may, by written notice to the Contractor, immediately terminate this Contract if 1GPA determines that the Contractor has been disbarred, 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.

E. **Termination for Convenience** - 1GPA reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of its Members without penalty recourse. 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.

F. **Cancellation for Non-Performance or Contractor Deficiency** - 1GPA may terminate any contract if Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. 1GPA reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. 1GPA may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

1. Providing material that does not meet the specifications of the contract;
2. Providing work and/or material that was not awarded under the contract;
3. Failing to adequately perform the services set forth in the scope of work and specifications;
4. Failing to complete required work or furnish required materials/product within a reasonable amount of time;
5. Failing to make progress in performance of the contract and/or giving 1GPA reason to believe that the contractor will not or cannot perform the requirements of the contract; and or
6. Performing work or providing services under the contract prior to receiving a Member's purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to 1GPA. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

G. **Contractor Cancellation** - Contractor may cancel this contract at any time upon thirty (30) days prior written notice to 1GPA or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by 1GPA.

H. **Continuation of Performance through Termination** - The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

Contract claims and controversies under this Contract shall be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1155 through R7-2-1159.

Any dispute involving a 1GPA member and Vendor outside of Arizona shall be governed by the laws of the state of the 1GPA member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the 1GPA member.

11. **Federal and State Requirement**

A. **Compliance with Federal and State Requirements** - Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.

Vendor shall comply, when working on any federally assisted projects with the following:

1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)
3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)
5. McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).
9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
10. Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"),
11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)
12. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to 1GPA members.

B. **Offshore Performance** - Due to security and identity protection concerns, direct services under any subsequent 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 school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

C. **Contractor's Employment Eligibility** - By entering the contract, Contractor warrants compliance with A.R.S. §41-4401, A.R.S. §23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. 1GPA or Member may request verification of compliance from any Contractor or subcontractor performing work under this Contract. 1GPA or Member reserves the right to confirm compliance in accordance with the applicable laws. Should 1GPA or Member suspect or find that the Contractor or any of its subcontractors are not in compliance, 1GPA or Member 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.

D. **Davis-Bacon** – For Federally funded projects subject to the Davis-Bacon Act, the Member shall specify the applicable Davis-Bacon wage decision, prior to the contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision.

E. **Fingerprint and Background Checks** - In accordance with A.R.S. §15-512(H), a contractor, subcontractor or vendor, any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in governing board policy of the Member District.

F. **Terrorism Country Divestments** - Per A.R.S. §35-392, 1GPA and its Members are prohibited from purchasing from a company that is in violation of the Export Administration Act.

G. **Registered Sex Offender Restrictions** - For work to be performed at schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

H. **Affordable Care Act** - Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the Member as required by state or federal law.

I. **Boycott of Israel –** Arizona public entities and other states as applicable, the member may not enter into a contract with a company that is currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

J. **2CFR Section 200 (EDGAR) –** When a 1GPA Member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200. All Vendors submitting proposals must complete the 2CFR 200 Certification Form contained within this document.

K. **Minority Businesses** – 1GPA and its Lead Agency have taken all necessary affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are notified of any bidding opportunities when possible according to 2 CFR Part 200.321.

L. **Civil Rights Compliance** - In accordance with 7 CFR Part 210.23, Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

M. **Texas House Bill 1295 Certificate of Interested Parties** – For contract entered into or after January 1, 2016, Texas Government Code Chapter 2252.908 (H.B. 1295) states that a Texas governmental entity or state agency may not enter into a contract unless the business entity submits a disclosure of interested parties to the governmental entity or state. The law applies only to a contract that either (1) requires an action or vote by the governing body or (2) has a value of at least $1 million. Information from the Commission regarding the requirements, including rules and filing information, are available at the following links:

https://www.ethics.state.tx.us/tec/1295-info.htm
https://www.ethics.state.tx.us/whatsnew/faq_form1295.html
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

It is the responsibility of vendors to determine the applicability of, and comply with, all disclosure laws of House Bill 1295.

1. **TERM OF CONTRACT:** It is 1GPA's intent to award a multi-term contract. The initial term of the resultant contract shall start on date of contract award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. **CONTRACT EXTENTION:** 1GPA reserves the right to unilaterally extend the period of any resultant contract month to month beyond the stated expiration date if that is determined to be in the best interests of Members. In addition, by mutual written agreement, any resultant contract may be extended for a supplemental period up to a maximum of forty-eight (48) months in twelve (12) month increments.

3. **RENEWAL OF CONTRACT:** Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

4. **FORM OF CONTRACT:** No contracts shall be awarded from this Request for Qualifications. However, contracts will be awarded in the subsequent Request of Proposal and this RFQ will become part of the controlling contract documents along with any awarded firm's response.

5. **OFFER ACCEPTANCE PERIOD**: In order to allow for an adequate evaluation, 1GPA requires a submittal in response to this Solicitation to be valid and irrevocable for one hundred and twenty (120) days after the opening time and date.

6. **PRE-SUBMITTAL CONFERENCE**: Prospective Offerors are invited to attend a pre-submittal conference. The date, time and location of this conference are indicated below. The purpose of this conference will be to clarify the contents of this Solicitation in order to prevent any misunderstanding of 1GPA's position. Any doubt as to the requirements of this Solicitation or any apparent omission or discrepancy should be presented to 1GPA at this conference. 1GPA will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation. Oral statements or instructions shall not constitute an amendment to this solicitation.

   Conference Date: *March 31, 2022*
   Conference Time: *10:00 AM*
   Conference Location: *1GPA Office*
   1910 West Washington Street
   Phoenix, AZ 85009

7. **SUBMITTAL OPENING:** Submittals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Offeror shall be read at this time. All Offers and any modifications and other information received in response to the Request for Qualifications shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the submittals and evaluation documents shall be open for public inspection.

8. **TIME STAMP**: Submittals will be time stamped when received by OpenGov Procurement. Submittals will be accepted up to but no later than the time indicated in the Request for Qualifications. Submittals received after the time stated in the RFQ will not be considered and will remain unopened. Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Submittal Due Date and Time to begin the uploading process and to finalize your submission.

9. **ELECTRONIC SUBMITTAL - REQUIRED:** An electronic submission is **required**. The electronic submission is to be uploaded online through OpenGov Procurement. Submittal instructions for OpenGov Procurement are found on the last page of this document under Exhibit A.

10. **RESPONSE FORMAT:** All responses are to be in the same form as this Request for Qualifications. Address each requirement in the same order as has been requested.

11. **ADMINISTRATION FEE:** 1GPA's .01 (1%) administration fee shall be included in offeror's net price. Contractor shall not add the administration fee to approved contract prices. 1GPA will invoice the Vendor on a monthly basis for the administrative participation fee. The invoice will be based on total sales made through the 1GPA contract with the Vendor. Invoices will be issued at the time a Purchase Order is received by 1GPA. Invoices are due and payable upon receipt.

12. **QUANTITIES:** 1GPA estimates considerable activity resulting from this award. Based on historical data from previous contracts as well as member surveys, 1GPA estimates usage of this contract to $40 Million annually. A current list of 1GPA Members may be found at:

    https://www.dropbox.com/s/9i5d6xhsmob7hcp/1%20-%20PUBLISHED%20Membership%20List.xlsx?dl=0

    1GPA makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. 1GPA makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this Solicitation.

13. **RESPONSIBILITY OF OFFERORS:** 1GPA will consider the following factors in determining if an Offeror is responsible:
    A. The proposed contractor's financial, material, personal and other resources, including subcontractors.
    B. The proposed contractor's record of performance and integrity.
    C. Whether the proposed contractor is qualified legally to contract with the public entity.
    D. Whether the proposed contractor supplied all necessary information concerning its responsibility.
    E. Complaints on file with the Registrar of Contractors.
    F. Prior litigation history.

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

15. **CONTRACTOR LICENSE LAW:** Contractor shall comply with State and City Contractors License Law, be duly registered and licensed thereunder. The Contractor agrees to keep any required license or bond up to date and in compliance with the rules and regulations of the Arizona Registrar of Contractors, or the state in which the work is being done. Include a photocopy of License with submittal.

16. **INSURANCE:** Offeror agrees to maintain such insurance as will fully protect Offeror, 1GPA and its Members from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror, 1GPA and its Members for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to 1GPA Members.

    1GPA shall be named as an additional insured party in the Certificate of Insurance that includes the following:

- Successful Offeror will be required to provide proof of and maintain Comprehensive General Liability Insurance with a limit of not less than $1,000,000 per occurrence and $2,000,000 aggregate coverage.

- Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

- Successful Offeror will be required to provide proof of and maintain Professional Liability Miscellaneous Errors & Omissions Insurance Policy with a limit of not less than $1,000,000 per occurrence.

- Successful Offeror will be required to provide proof of and maintain Physical Abuse, Sexual Misconduct and Sexual Molestation Liability Coverage of $1,000,000 per injury.

In addition, awarded vendor shall be willing to provide, upon request, a certificate of insurance to any Member using this contract.

17. KEY PERSONNEL: It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.

A. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to 1GPA or Member.

B. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify 1GPA or Member and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications.

18. OFFEROR'S EMPLOYEES: Offeror agrees that the individuals provided to 1GPA or Member on a temporary basis are Offeror's, not 1GPA's or Member's employees.

Offeror agrees that it is solely responsible for its own acts and omissions and for those of its employees and that Offeror and any employees working for Offeror are the sole responsibility of Offeror for the purposes of any and all legal requirements, including, but not limited to, obligations and liabilities in the following areas:

Workers' Compensation Insurance
Federal and State Unemployment Taxes
Federal and State Withholding and Reporting Requirements
Unemployment Compensation Insurance
Federal, State, and Local Employment Laws

Offeror agrees that it or its employees are not entitled to any benefits or protections that accrue from an employment relationship with 1GPA, including, but not limited to, health insurance, life insurance, due process rights, and/or vacation/holiday pay.

1GPA will not provide Offeror or its employees any business registrations or licenses that may be required. 1GPA will not combine business operations with Offeror.

Neither Offeror nor its employees are to be considered agents or employees of 1GPA for any purpose. It is understood and agreed that 1GPA does not require Offeror to provide services exclusively to 1GPA and that Offeror and its employees are free to contract to provide services to other companies while it is under contract with the District.

In compliance with all applicable laws, the Offeror shall, at no charge to 1GPA, conduct drug/alcohol testing, fingerprint checks, reference checks and background checks of each individual who will perform services for 1GPA to ascertain that there is no history of behavior that would make the individual unsuitable to work with children or work in a school setting. These checks must be completed before the individual provides any services to the Member. The fingerprint and background checks will be conducted in accordance with applicable laws, including current Arizona Revised Statutes § 15-512 and/or 15-534, as applicable.

At any time, and for any reason, 1GPA or the Member may request or reject any of Offeror's employees.

Offeror agrees to comply with the Member's rules, regulations, and policies, as the Member may modify from time to time.

19. FINGERPRINT & BACKGROUND CHECKS: 1GPA anticipates that services under this contract may cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils. In accordance with A.R.S. §15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall be required to obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, Article 3.1. Therefore, the Contractor and any proposed subcontractors warrant compliance with A.R.S.subsection 41-4401, A.R.S.subsection 23-214, the Federal Immigration and Nationality ACT (FINA) and all other federal, state and local immigration laws and regulations related to the immigration status of its employees. The contractor must have all employees on-site submit to a fingerprint clearance conducted by Department of Public Safety and all employees must carry fingerprint card at all times. These warranties shall remain in effect through the term of the contract.

1GPA may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should 1GPA or Member request evidence of compliance, the Contractor and any proposed subcontractors shall have 5 working days from receipt of the request to supply adequate information. Failure to supply the requested information or if 1GPA or Member suspects or finds the Contractor or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and all remedies allowed by law, including, but not limited to: non-consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

20. EMPLOYEE IDENTIFICATION: All employees **must** check in at the front office of each Member site. The employee must have an identification badge at all times in clear view, with picture ID and name of firm. In addition, the employee shirt must have the company name on it. Failure to have any of these items will result with the employee being escorted off property.

1. PURPOSE

This Request for Qualifications is the first of two steps to develop term contracts with qualified Mechanical Contractors to perform miscellaneous construction and repair services, including limited pre-construction design services (i.e. professional services), for various projects, to be determined, such as installations, repairs, upgrades of HVAC systems, maintenance and plumbing services, as related to HVAC systems to buildings and facilities utilizing Job Order Contracting (JOC) project delivery method.

This Request for Qualifications is the first of a two-step procurement process. Contracts will be awarded in accordance with the subsequent Request for Proposal. In accordance with the School District Procurement Rules R7-2-1111(C), A.R.S. §34-604(F)(2), and A.R.S. §41-2579(F)(2), 1GPA and its Lead Agency will issue a Request for Proposal to a final list of responsive and responsible contractors determined to be the most qualified to perform the specified services.

The final list, which will be determined through this Request for Qualifications, will include a maximum of twelve (12) contractors. 1GPA and its Lead Agency will award up to seven (7) Mechanical Contractors from the subsequent Request for Proposal.

1GPA and its Lead Agency intend to award contracts to cover all of Arizona. Firms may also submit responses to include other states. However, firms shall follow the laws of those states they are submitting and assure that this solicitation meets the requirements of those states. It is expected that contracts will be awarded to up to seven (7) Mechanical Contractors.

The method used for JOC Task Order pricing will be determined by the Member and JOC contractor prior to any pricing being completed. Acceptable methods of determining pricing may include Open Book Pricing or Unit Price Book.

In accordance with A.A.C. R7-2-1112 (E)(1), A.R.S. §41-2580 (F)(1), and A.R.S. §34-605(F)(1) the maximum dollar amount of an individual job order for job-order-contracting construction services shall be one million dollars or a higher or lower amount prescribed by the governing board, or purchasing agency, in a policy adopted in a public meeting held pursuant to A.R.S. Title 38, Chapter 3, Article 3.1.

2. BACKGROUND

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors. Eligible using 1GPA Members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

The Paradise Valley Unified School District (PVUSD) is one of the largest employers in the north valley with approximately 3,800 employees. The current student population is approximately 30,410. PVUSD consists of five high schools, seven middle schools, 28 elementary schools, one K-8 school, two alternative schools, one comprehensive online school and six administrative support sites. PVUSD covers approximately 98-square miles of northeast Phoenix and north Scottsdale in an area bounded by 7th Avenue and Pima Road, and Northern Avenue and Jomax Road. Following contract award, PVUSD will select the awarded vendor(s) that best meet the needs of the District. The items listed under this Scope of Work may or may not apply to the specific needs of PVUSD.

The RFQ and subsequent RFP will be replacing the following past solicitation:
18-16PV Job Order Contracting for Mechanical Services

Current vendors that have been awarded the above contract will need to respond to this RFQ in order to have the opportunity to continue servicing 1GPA Members.

This Job Order Contracting RFQ is in accordance with School District Procurement R7-2-1106 – R7-2-1115, A.R.S. §34-604, and A.R.S. §41-2579. In accordance with A.A.C. R7-2-1106 (A) PVUSD made a determination that use of Job Order Contracting is advantageous for the District.

3. TYPICAL WORK

3.1 Design Services:

The scope of work will vary with each Job Order. Minor design services may be required for some job orders, however if needed, most will be designed through registered Architects and Engineers under separate contracts. For job orders that require design services, the contractor shall seek the services of Arizona registered Architects and Engineers to prepare plans for permitting.

3.2 Construction Services:

Specific tasks include, but are not limited to, the installation, retrofit, service, and repair of full-spectrum HVAC equipment, components, and systems. Typical installation and repairs of HVAC components include compressors, condensers, rooftop units, air handling units, boilers, heat exchangers, computer room units, chillers, cooling towers, pumps, variable frequency drives and Energy Management Systems and other mechanical components. Additional services include complete central plant retrofits to include mechanical piping, heating systems, valves/fittings, pumps, ducting and insulation, and energy savings initiatives [utility rebates], water treatment, balancing, and design/build services. Additional associated services and miscellaneous tasks are authorized that accompany the mechanical services outlined above.

Construction services by the JOC Contractor may include, but are not limited to:

3.2.1 Provide construction and repair services for various projects, including required labor (including subcontractors costs), materials, equipment, and related services for remodeling, renovations, tenant improvements, and additions; including site work, installation of water, sewer, or other utility extensions.
3.2.2 Assist with scoping and constructability issues.
3.2.3 Provide project scheduling.
3.2.4 Provide detailed cost estimating and knowledge of marketplace conditions.
3.2.5 Provide value engineering as required.
3.2.6 Provide long-lead procurement studies and possibly initiate procurement of long-lead items.
3.2.7 Coordinate with various Member departments and other agencies including utility companies, etc.
3.2.8 Schedule and manage site operations.
3.2.9 Bid, award, and manage all subcontracts while meeting the Member’s project requirements and standards.
3.2.10 Provide quality controls.
3.2.11 Address all federal, state, city, and county permitting requirements and assist in the permitting processes.
3.2.12 Maintain a safe and clean work site for all project participants, Member’s staff, and public.

3.2.13 Coordinate removal of Hazardous Materials with the Member.
3.2.14 For any project that exceeds $100,000, the contractor must submit a 100% performance and payment bond and power of attorney.

4. PRICING METHODOLOGY

During the RFQ process, contractors shall not submit or communicate any information on fees, coefficients, price, man-hours, or any other cost information. Accordingly, any sealed formal qualifications that contain any information of this type may, at the sole discretion of the evaluation committee, will be deemed non-responsive and will not be considered. This exclusion of information applies to the contractor's formal sealed qualifications and to all other aspects of the RFQ competition.

Contract pricing under the Request for Proposal following this solicitation will be based upon a coefficient applied to a Unit Price Book, Open Book Pricing, and/or labor, and/or Trade Service price guide for products.

The 1GPA Member shall select the pricing method for a job order prior to requesting a price quote.

1. EVALUATION OVERVIEW

1.1 RFQ Process

1GPA intends to award contracts up to seven (7) Mechanical Contractors to cover all geographic locations in Arizona and possibly other states.

This Request for Qualifications is the first of a two-step procurement process. Contracts will be awarded in accordance with the subsequent Request for Proposal. In accordance with the School District Procurement Rules R7-2-111(C), A.R.S. §34-604(F)(2), and A.R.S. §41-2579(F)(2), 1GPA and its Lead Agency will issue a Request for Proposal to a final list of responsive and responsible contractors determined to be the most qualified to perform the specified services.

The final list, which will be determined through this Request for Qualifications, will include a maximum of twelve (12) contractors. 1GPA and its Lead Agency will award up to seven (7) Mechanical Contractors from the subsequent Request for Proposal.

The evaluation committee shall evaluate all submittals in accordance with defined criteria set forth in this Section paragraph 4, and the information provided in Section IV.

The selection committee shall not request or consider fees, price, man-hours, or any other cost information at any point in the selection process for this phase of the procurement.

1.2 Interviews

Interviews will not be held.

1.3 Final List

In determining the construction firms to be on the final list, the selection committee shall use and consider only the criteria and weighting of criteria in the Request for Qualifications provided in this section, paragraph 4. No other factors or criteria may be used in the evaluation, determinations and other actions.

After the evaluation process, the selection committee will create a single final list with up to seven (7) firms and not more than twelve (12) firms in accordance with A.A.C. R7-2-1108(B)(7)(b), A.R.S. §41-2579(C)(2)(b)(ii), and 34-604(C)(2)(b)(ii).

1GPA will notify the highest ranking firms as to the status on the final list before issuance of the subsequent RFP. Additionally, 1GPA will notify those firms that did not make the final list.

2. EVALUATION COMMITTEE

The evaluation committee for this procurement shall consist of no more than seven members as follows:

- District Administrators and Representatives
- 1GPA Administrators
- Licensed General Contractor - Senior Management
- Registered Architect/Engineer

The committee will remain the same throughout the RFQ and RFP process.

3. PROPOSED SCHEDULE

• Request for Qualifications Step 1 – Issued	March 15, 2022
• Pre-Submittal Conference	March 31, 2022
• Last Day for Questions	April 11, 2022
• Due Date of RFQ Submittals	April 20, 2022
• Evaluation Period (Tentative)	April 20 – May 23, 2022
• Request for Proposals Step 2 – Issued (Tentative)	May 24, 2022
• Due Date of RFP Submittals (Tentative)	June 28, 2022
• Award of Contract (Tentative)	August 2022

4. EVALUATION CRITERIA – 100 Total Points Available

Evaluation of the Request for Qualifications shall be based upon the following criteria listed in order of greatest importance:

4.1 Qualifications and Experience of Firm - (30 points)

Overall experience and expertise of the submitting firm shall be considered; The ability of the firm to demonstrate a level of competence in establishing relationships with clients in performing a variety of mechanical related projects on a repeated basis.

4.2 Qualifications and Experience of Personnel - (25 points)

Overall qualifications and experience represented by the personnel described by the offeror.

4.3 Subcontractor Management Plan - (20 points)

The detail and thoroughness of the plan including Subcontractor Selection Plan.

4.4 Financial Capacity - (20 points)

Financial condition of the offeror shall be reviewed to ensure long term viability.

4.5 Responsiveness - (5 points)

Overall responsiveness of the proposal in clearly stating and understanding the scope of work and providing the required information at time of RFQ submittal. The ability of the firm to accept the terms and conditions of this solicitation that will become the governing document of this contract will be considered. **All forms have been completed, signed, and submitted in the response.**

1. GENERAL

1.1 All interested and qualified Offerors are invited to submit a Statement of Qualification (SOQ) for consideration. Submission of a SOQ indicates that the offeror has read and understands this entire Request for Qualifications (RFQ), to include all appendices, attachments, exhibits, schedules, and addendum (as applicable) and agrees that all requirements of this RFQ have be satisfied.

1.2 SOQ must be submitted in the format described in Sections III and IV.

1.3 The SOQ must be complete in all respects as required in this Section. A proposal may not be considered if it is conditional or incomplete.

1.4 All SOQ and materials submitted become the property of the Lead District and 1GPA.

2. SUBMITTAL PRESENTATION – ELECTRONIC SUBMITTAL REQUIRED

2.1 An electronic submission is required. The electronic submission is to be uploaded online through OpenGov Procurement. Submittal instructions for OpenGov Procurement are found on the last page of this document under Exhibit A.

2.2 Submittals will be time stamped when received by OpenGov Procurement. Submittals will be accepted up to but no later than the time indicated in the Request for Qualification (RFQ). Submittals received after the time stated in the RFQ will not be considered and will remain unopened. Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Submittal Due Date and Time to begin the uploading process and to finalize your submission.

2.3 1GPA and the Lead District shall not assume responsibility for any costs related to the preparation or submission of the proposal.

This Request for Qualifications is the first of two steps to develop term contracts with qualified Mechanical Contractors. Firms interested in providing JOC services shall submit a Statement of Qualifications (SOQ) that addresses the following items:

1. BASIC COMPANY INFORMATION (Tab 1)

1.1 Company name
1.2 Address
1.3 Telephone number
1.4 Fax number
1.5 Email address
1.6 Number of years in business (under the submitted name) and number of years operating in Arizona
1.7 Licenses(s) held by the firm
1.8 If the firm has more than one office, provide specific information about the parent company and administering branch office.
1.9 Certify that your organization and any principal of the organization is not prohibited, suspended or otherwise declared ineligible to contract or provide any services required hereunder by any federal, state or local public agency.

2. PAST PERFORMANCE (Tab 2)

2.1 Identify the number of JOC projects completed over the past three (3) years and provide the following information:

2.1.1 How many projects were between $1.00 and $100,000
2.1.2 How many projects were between $100,001 and $250,000
2.1.3 How many projects were between $250,001 and $500,000
2.1.4 How many projects were between $500,001 and $1,000,000
2.1.5 How many projects were over $1,000,000
2.1.6 Indicate how many of these projects were completed and quoted using a Unit Price Book
2.1.7 Indicate how many of these projects were completed and quoted using Open Book Pricing
2.1.8 Provide what regions of the State these projects were completed as follows:

- Region 1 – Maricopa County, Pinal, Gila Counties
- Region 2 – Pima, Santa Cruz Counties
- Region 3 – Coconino, Yavapai Counties
- Region 4 – La Paz, Yuma Counties
- Region 5 – Graham, Greenlee, Cochise Counties
- Region 6 – Mohave County
- Region 7 – Navajo, Apache Counties

3. PERSONNEL (Tab 3)

3.1 Provide information about the firm's personnel resources:

3.1.1 Provide the average size of work force and location(s) of personnel.
3.1.2 Provide the number of positions and classifications.
3.1.3 Include information about support staff (office workers, etc.).
3.1.3 Provide the average percentage of staff turnover.

3.2 Describe your plan for personnel recruitment.
3.3 Provide an organizational chart for your firm.

4. SUBCONTRACTOR MANAGEMENT PLAN (Tab 4)

Describe the firm's subcontractor management plan to include the following:

4.1 Subcontractor Selection Plan using both qualifications and cost as a selection approach (1GPA requires that at least three sub-contractors shall be solicited for all work). Provide detailed information on the Firm's procedures.
4.2 Subcontractor recruitment.
4.3 Controversies and claims related to work performed by subcontractors.

5. RESPONSIVENESS (Tab 5)

Other forms (as referenced below) required under this solicitation are located on the OpenGov Procurement portal. Follow the prompts to download the forms and upload the completed forms as part of your firm's submittal. Required forms must be signed by an authorized person to bind a contract. All Offerors must complete and submit these forms or the proposal may be considered non-compliant.

5.1 Proposal Acceptance Form
5.2 2CFR Section 200 Certification
5.3 Debarment Certification
5.4 Financial Disclosure Questionnaire
5.5 MWBE and HUB Form
5.6 Non-Collusion Affidavit
5.7 W9 IRS Form
5.8 Amendment Acknowledgement Forms (if applicable)

6. MISCELLANEOUS (Tab 6)

Provide any additional information that would add value to the program offered that has not been identified above.

EXHIBIT A

OPENGOV PROCUREMENT SUBMISSION INSTRUCTIONS

Please contact OpenGov Procurement at https://help.procurenow.com/en/ for technical questions related to your submission.

Please follow these instructions to submit via the OpenGov Procurement public portal.

1. **Create an OpenGov Procurement Account:**
   - Register to access solicitation documents and upload responses at

     https://secure.procurenow.com/portal/1GPA by selecting Subscribe to create an account. Detailed instructions may be found at http://help.procurenow.com/en/articles/2482165-vendor-registration

   - Follow updates to existing solicitations and receive email notices of amendments/addenda posted by finding the solicitation and clicking the "Follow" button. Ultimately, it is the sole responsibility of each offeror to periodically check the site for any amendments/addenda issued at **https://secure.procurenow.com/portal/1GPA**.

2. **Prepare your submission materials:**

Requested Information/Document	*File Type/Format*
STATEMENT OF QUALIFICATIONS	PDF (.pdf)
REQUIRED FORMS	PDF (.pdf)

   - Note the type and number of files allowed.
   - **Do not embed** any documents within your uploaded files, as they will not be accessible or evaluated.

3. **Upload your submission at: https://secure.procurenow.com/portal/1GPA**
   - Your submission must be uploaded, submitted, and finalized prior to the Due Date and Time of:

     APRIL 20, 2022 AT 11:00 A.M. MST – ARIZONA TIME

   - We strongly recommend that you give yourself sufficient time and at least **ONE (1) day** before Proposal Due Date and Time to begin the uploading process and to finalize your submission.

Important Notes:

- Each item of Requested Information/Document will only be visible after the Closing Time.
- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
- You will receive an email confirmation with a date/time stamp once you finalize your submission.
- Minimum system requirements: OpenGov Procurement is compatible with major browsers such as Chrome, Firefox, Microsoft Internet Explorer, Edge, and Safari. It can be accessed on all Android and IOS devices.

EXHIBIT B
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2024137

[Proposal and Fee Schedule]

See following pages.

Sunstate Mechanical Services L.L.C.
a Marsden Services Company

December 15, 2023

Mr. Justin Goodere
City of Buckeye
23454 West MC 85
Buckeye, AZ 85326

RE: Second Floor HVAC Replacement

Dear Mr. Goodere

PROPOSAL NUMBER
B15327
1GPA 22-14PV-06

Contractor Agreement ("Agreement")

This Agreement ("Agreement") is entered into on the date referenced above by and between Sunstate Mechanical Services, L.L.C. ("Contractor") and the customer identified above ("Customer"). Contractor shall provide the labor and materials described below ("Scope of Work") at the Customer's Project Location, also described below ("Project Location"). This Agreement excludes any labor and materials not specifically referenced in the Scope of Work unless subject to a signed change order, as provided herein.

I. PROJECT LOCATION
City Hall
530 East Monroe Avenue
Buckeye, AZ 85326

II. SCOPE OF WORK; PRICE

Second Floor Split System Replacement

- Provide recovery and disposal of existing refrigerant per EPA regulations
- Provide removal and disposal of (20) existing air handler
- Provide removal and disposal of (20) existing condenser per EPA regulations
- Furnish and install (1) Carrier 6 Ton Air Handler M# 40RFQA07A2A6 (OU-203)
- Furnish and install (2) Carrier 4 Ton Air Handler M# FV4CNB006L00 (OU-209,219)
- Furnish and install (3) Carrier 2 Ton Air Handler M# FJ4DNXB24L00 (OU-217,220,221)
- Furnish and install (7) Carrier 3 Ton Air Handler M# FJ4DNXB36L00 (OU-204,206,210,215,216,218,222)
- Furnish and install (7) Carrier 5 Ton Air Handler M# FVACNB006L00 (OU-205,207,208,211,212,213,214)
- Furnish and install (1) Carrier 6 Ton Condenser M# 38AUQD07A0A6 (OU-203)
- Furnish and install (2) Carrier 4 Ton Condenser M# 25HCE448AP06 (OU-209,219)
- Furnish and install (3) Carrier 2 Ton Condenser M# 25SPA524A003 (OU-217,220,221)
- Furnish and install (7) Carrier 3 Ton Condenser M# 25HCE436AP06 (OU-204,206,210,215,216,218,222)
- Furnish and install (7) Carrier 5 Ton condenser M# 25HCE460AP06 (OU-205,207,208,211,212,213,214)
- Furnish and install (1) 3 pole breaker and 3 phase power (OU-203)
- Furnish and install (20) drier
- Furnish and install (20) electrical disconnect
- Furnish and install (82) fuses
- Furnish and install (20) electrical whip
- Furnish and install (20) low voltage control wire from roof to condenser
- Furnish and install (20) roof top unit number data tags
- Climatec to provide disconnect of (1) existing controller on existing unit and install on new unit.
  - Existing front end is currently onsite and will be utilized for this project.
  - Assumes that all existing controls are in working condition and do not need to be replaced.
  - Excludes repair, replacement, or troubleshooting, of existing DDC controls
  - All existing DDC controls are assumed to be present and fully functional
- Provide removal and reinstall of ceiling tiles, cross braces, main grid, desks and cubicles in designated work areas
- Provide reconnect back to existing ductwork
- Provide reconnect back to existing control wiring
- Provide reconnect back to existing refrigerant piping
- Provide reconnect back to existing condensate drain piping
- Provide brazing materials
- Provide nitrogen pressure test of the refrigerant system
- Provide evacuation of the refrigerant system
- Furnish and install new refrigerant per the manufacturers recommendation
- Provide start-up and test for proper operation
- Provide crane / rigging as needed to set condenser into place
- Provide pick up, delivery and clean up
- Provide crane / rigging to set unit in place
- Provide start-up and test for proper operation
- Provide pick up, delivery and clean up

Second Floor Split System Replacement : $ 314,936.15 initial to accept: _____

Notes / Exclusions:

- Above price is based on a (2) week normal business hours work schedule.
- Above price is based off build plans any unforeseen obstacles will result in a change order.
- Excludes repair, replacement, or troubleshooting, of existing DDC controls
- Excludes roofing

This proposal remains valid for Fourteen 14 days from proposal date. Customer agrees that the compensation set forth in this proposal is subject to escalation by reason of increase in the State or Federal Minimum Wage law and/or any consumables / equipment pricing increase.

III. PAYMENT TERMS; TAXES

Customer agrees to pay Contractor the full price stated in Section II for the Scope of Work.

A 100% a purchase order is due upon acceptance and payment is due when the work is substantially complete.

"Substantial completion" shall be the date of Contractor's last item of work at the Customer location. Interest shall accrue on all delinquent unpaid invoices at a rate of 1.5% per month. In the event Contractor commences legal action in order to recover any amount payable under this Agreement. Customer shall pay all legal costs and attorneys' fees incurred by Contractor. Customer is solely responsible for all taxes applicable to the services and/or materials provided hereunder.

IV. EXCLUSIONS

The above price does not include the following (if applicable) [ ] Permitting fees, payment bond, performance bonds, architect fees, engineering fees, plans, expedited shipping costs, special inspections, asbestos testing, mold testing, abatement, electrical, plumbing, gas piping, condensate piping of drains, conduit, structural openings and reinforcement, framing, dry wall, painting, roofing, general sheet metal, architectural louvers, EMS controls, interlocks, smoke detectors, fire / smoke dampers, P.E. stamp, mechanical screen wall, core drilling, concrete cutting, excavation, back fill & concrete. All exclusions apply unless specifically included in the above scope of work above. Exclude all warranty, service, parts and labor on all existing equipment, controls, duct and air devices.

V. CHANGE ORDERS

Any change or modification to this Agreement or the Scope of Work must be in a separate change order or writing and signed by all parties. Customer shall be required to pay 50% of the change order price before Contractor will begin work on any change order.

VI. CUSTOMER OBLIGATIONS

Customer agrees to provide Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Contractor's normal work hours. Customer is responsible for overtime rates for emergency, holiday, or after-hours service. Customer shall make available upon request all pertinent Safety Data Sheets pursuant to OSHA's Hazard Communication Standard Regulations.

VII. WARRANTY

Customer shall receive any manufacturer's warranty on equipment or materials installed by Contractor, subject to the terms, conditions, and limitations of the manufacturer's warranty. Contractor shall provide a One 1 Year warranty of labor provided by Contractor limited to the repair or replacement of the defective materials or workmanship actually furnished and installed by Contractor part of this Agreement. Customer understands and acknowledges that Contractor does not warrant or guarantee pre-existing materials or workmanship provided by others. Contractor shall not be responsible for latent defects in equipment or other materials, except to help facilitate Customer's warranty claim with the manufacturer. Contractor shall not be responsible for re-work required as a result of acts, errors, or omissions of others.

VIII. PROPRIETARY RIGHTS

Contractor may elect to install, attach to Customer equipment, or provide portable devices (hardware and/software) that shall remain the personal property of Contractor. No devices installed, attached to real property or portable devices shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

IX. HAZARDOUS MATERIALS

Customer represents and warrants that no hazardous materials, including those containing asbestos, are present in its service location which will affect the ability of Contractor to perform the Scope of Work in a safe manner. In the event Contractor encounters any hazardous substances, Contractor reserves the right to immediately suspend work and remove its employees from the project until such hazardous substances are abated in full compliance with applicable laws and regulations, and furnished Contractor with certification in writing specifying the corrective action and abatement. The time for completion of the work shall be extended to the extent caused by the suspension. Contractor reserves the right to apply additional labor and materials charges as a result of the delay or the hazardous substances. Nothing in this Agreement shall be construed to require Contractor to determine the presence or absence of any hazardous materials.

X. INSURANCE

Contractor will maintain insurance policies covering general liability and workers' compensation required by law. Contractor shall provide current proof of insurance to Customer upon request. Customer shall purchase and maintain general liability and property insurance.

XI. TERMINATION

10.1 The parties may mutually agree to terminate this Agreement at any time.
10.2 Contractor may terminate this Agreement immediately or suspend services if Customer fails to pay any amount when due hereunder or otherwise breaches this Agreement.
10.3 Either party may terminate this Agreement upon five (5) days written notice if the other party materially breaches any provision of this Agreement and either the breach cannot be cured, or the breaching party fails to cure the breach within five (5) days of receipt of written notice of the other party. 10.4
Customer acknowledges it would be difficult to determine Contractor's precise damages in the event Customer terminates or breaches this Agreement by failing to make all required payments or otherwise. Therefore, in the event Customer terminates this Agreement before Contractor completes the Scope of Work, or Customer otherwise breaches the Agreement, Customer agrees to pay Contractor: (1) in full on a time and materials basis for all services Contractor, its subcontractors, and material suppliers have provided; and (2) lost profit equal to 35% of the total Agreement price, change orders, and additional services Contractor, its subcontractors, and materials suppliers have provided to Customer as of the date of such termination or breach, which fee represents the industry standard for reasonable profit and overhead. Customer agrees that the damages described in this Agreement are a reasonable estimate of the damages that would be incurred by Contractor by Customer's breach of the Agreement.

XII. INDEMNIFICATION

11.1 Customer shall indemnify, hold harmless and upon request, defend Contractor, its officers, directors, employees, and affiliates, from and against all claims, damages, losses and expenses (including, but not limited to, attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an act, error or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts, errors or omissions Customer may be liable, regardless of whether it is caused in part by negligence of Contractor.
11.2 Contractor shall defend, indemnify, and hold harmless Customer, its officers, agents, and employees from and against any and all claims, actions, suits, liens, claims of liens, demands, proceedings, costs, damages and liabilities, including attorney's fees, arising out of, or resulting solely from the acts of omissions of Contractor or its agents, employees, or subcontractors in the execution of performance of this Agreement.

XIII. LIMITATION OF LIABILITY

In no event shall Contractor's liability hereunder exceed the amounts invoiced over the previous twelve (12) month period and actually paid to Contractor under this Agreement, such amounts to be inclusive of any defense costs. Contractor shall not be liable in any event to the Customer for indirect or consequential, incidental, exemplary, punitive or special damages, including, without limitation, business interruption, lost business, or lost profits damages, even if Customer has been advised of the possibility of such damages in advance.

XIV. WASTE DISPOSAL

Contractor will remove and properly dispose of waste oil, refrigerant, and any other material generated in connection with the performance of Contractor's services under this Agreement. The fee for the disposal will be based on rates at time of services performed.

XV. ENTIRE AGREEMENT' NO MODIFICATION OR ASSIGNMENT

This Agreement, together with the Exhibits, constitutes the entire agreement between the parties with respect to preventative maintenance work, and supersedes all prior and contemporaneous underlings, agreements, representations, and warranties, both written and oral, with respect to the subject matter hereof. Customer has not relied on any statement, representation, warranty, or agreement not contained in this Agreement. Any changes or modifications to this Agreement must be in a change order signed by Contractor to be enforceable. Neither party may assign this Agreement without the prior written consent of the other party, except that Contractor may subcontract some or all of its obligations without prior notice to Customer.

XVI. FORCE MAJEURE

Contractor shall not be liable for delays, losses, or damages caused by inclement weather, fire, freezing, flood, theft or sabotage, electrical power failure, low water pressure, acts of God, war, governmental bodies, civil disturbances, strikes or other labor shortages, delays in procuring materials, or any other cause beyond Contractor's reasonable control; it being understood that Contractor shall use reasonable efforts consistent with accepted practices in the construction industry to resume performance as soon as practicable under the circumstances.

XVII. GOVERNING LAW; VENUE

This Agreement, and all matters rising out of or relating to this Agreement, shall be governed by the laws of the State of Arizona, without giving effect to its conflict of laws provisions.

XVIII. DISPUTE RESOLUTION; TIME LIMITATIONS

Customer should promptly notify Contractor of any warranty claims or in the event Customer is otherwise dissatisfied with the quality of the work or performance. Contractor will make all reasonable efforts to satisfy Customer and remedy any defective work within the applicable warranty period; however, such complaints shall not relieve Customer's payment obligations under this Agreement. In the event the parties are unable to resolve any disputes, Customer must commence arbitration as provided herein within one (1) year from the date of the work that is the subject of the claim. Any claims more than one (1) year after the work shall be considered untimely.

XIX. BINDING ARBITRATION

Any dispute, claim, or controversy arising out or relating to this Agreement or the breach, termination, enforcement, or interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitration, shall be determined in binding arbitration in State of Arizona, Maricopa County, before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Engineering and Construction Arbitration Rules & Procedures then in effect. Judgment on the award may be entered by any court having jurisdiction. The parties shall split equally the costs of arbitration, and each party shall bear its own attorneys' fees and costs unless expressly provided otherwise herein. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO A JURY TRIAL OR TO FILE THEIR CASE IN COURT. This arbitration agreement shall not preclude Contractor from filing or seeking to enforce any mechanic's liens rights against Customer's property in any court having jurisdiction.

XIXI. ACCEPTANCE

City of Buckeye 23454 W MC 85 Buckeye, AZ 85236	Sunstate Mechanical Services 7845 East Redfield Road Suite 100 Scottsdale, Arizona 85260
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

We appreciate having the opportunity to offer you this proposal and look forward to being of further service.
If you have any questions, or require any more specific details please do not hesitate to call us.

Sincerely,

Andy Gonzales

Andy Gonzales
Sunstate Mechanical Services

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/06/24	**AGENDA ITEM:** 4.D. FD - Cooperative Contract Purchase Addendum Contract No. 2024145 (CCPA #2024145), between the City and Motorola Solutions, Inc.
DATE PREPARED: 02/05/24	**DISTRICT NO.:** ALL
STAFF LIAISON: Jake Rhoades, Fire Chief, jrhoades@buckeyeaz.gov, (623) 349-6723	
DEPARTMENT: Fire	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024145 between the City of Buckeye, an Arizona municipal corporation, and Motorola Solutions, Inc., a Delaware corporation, for the purchase of hand-held and vehicle mounted portable two-way radios; and authorize the City Manager to execute and deliver said CCPA on behalf of the City.

SUMMARY

PROJECT DESCRIPTION:
The Fire Department needs to update radios that are at the end of their life cycle to include hand-held, vehicle/engine mounted, accessories, batteries, and programming. The total amount to be paid under this CCPA shall not exceed $500,000 for the life of the contract and its corresponding extensions.

BENEFITS:
Competitive pricing, consistency of quality of product between departments and City of Phoenix's automatic aid agreement.

FINANCIAL IMPACT STATEMENT:
Budgeted Amount

CURRENT FISCAL YEAR TOTAL COST:
$165,000.00

BUDGETED:
Yes

FISCAL YEAR:
2023

FUND/DEPARTMENT:
10002144

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Pricing.pdf
Contract_-_CTR046830.pdf

Contract_ CTR046830 - Public Communication Equipment and Services_ Buyer Arizona.pdf

CCPA No. 2024145 with Motorola, Inc..pdf

Attachment 4

Pricing Sheet

Attachment 4 Pricing Sheet - Offeror shall submit pricing information using the Excel document ADSPO19-00008376 Attachment 4 - Pricing_Public_Communications_Equipment_and_Services provided within ProcureAZ.

Item(s) in ProcureAZ - Offeror shall enter a one (1) in the unit cost field of line item 1 within ProcureAZ. NOTE: Offeror that shows a zero or leaving this field blank will result in a **No Bid**.

Please note that in order for Offeror to be susceptible, there must be a $1.00 response under Unit Cost on the Items Tab in ProcureAZ.

ADSPO19-00008376 Public Communications Equipment and Services – Attachment 4

1. Pricing

The pricing for each section is listed below in under each product category. Please refer to the catalog section 2.0.0 for specific details on each product including installation, services, engineering and warranties. Motorola Solutions, Inc. has included a list of exceptions in Attachment 5-B Supplement No. 1., to allow the State of Arizona to review and insure that our products will suit the state and other cooperative procurement agencies. Motorola Solutions regularly develops new products and solutions. We will work with the State of Arizona to add new products as they are available at agreed upon prices. Additions of new products and solutions will be memorialized in a written amendment.

#	Category	Percentage of catalog price
1.1.0	**Product Category**	
1.2.0	**2-Way Radio (Quantity Discount for Single Orders Only)**	
	APX Radios-Quantity Discounts (1-499)	**27%**
	Quantity Discount (500-1999)	**30%**
	Quantity Discount (2000-6999)	**35%**
	Quantity Discount (7000 & above)	**40%**
	APX Portable Radios, Mobile Radios, APX accessories, FLASH Upgrade licenses, batteries, chargers and remote speaker microphones-	**27%**

#	Category	Percentage of catalog price
	2-Way Radio Repeaters	**20%**
	ASTRO Radio systems hardware, software, features and licenses	**15%**
	All 2-Way Radio and accessory software including: Customer Programming Software, Radio and Device Manager, LEX and VML LTE devices and accessories	**5%**
	Service Monitors and related accessories and licenses	**5%**
1.3.0	**Digital Microwave Terminals**	
	All Digital Microwave Systems hardware, software and licenses	**15%**
1.4.0	**LMR Base Station Antennas, Microwave Antennas**	
	All infrastructure antennas including LMR and Microwave	**20%**
	All transmission line, connectors and related hardware	**10%**
1.5.0	**RADIO DISPATCH CONSOLES**	
	All Radio Dispatch Consoles software and licenses	**20%**
	All Radio Dispatch and Command Center Computer Hardware	**15%**
	All Radio Dispatch Console furniture, FSA, Logging Solutions, hardware, software, and licenses	**10%**
	All Radio Dispatch accessories including headsets footswitches, etc.	**27%**
1.6.0	**GENERATORS**	
	[redacted]	[redacted]
1.7.0	**Back-up Batteries**	
	All Back-up Batteries	**5%**
	All portable radio batteries	**27%**
1.8.0	**Prefab Comm Shelters**	
	All Prefab Communications Shelters and related hardware	**5%**
1.9.0	**Service**	
	All Services including: Installation, Dispatch, Monitoring , Preventative Maintenance, Engineering, Telephone and On-Site Support	**2%**
	All Service Packages including: Essential, Advanced, Premier	**2%** off catalog pricing (minimum 2 year agreement)
1.10	**Consultation and Third-Party Oversight**	**No Bid**

Public Communication Equipment and Services

CTR046830

Motorola Solutions Inc.

This contract is for public communication equipment and services for all State of Arizona Agencies, Boards and Commissions including members of the State of Arizona Purchasing Cooperative. The sections awarded include:

- **2-Way Radios**
- **Digital Microwave Terminals**
- **LMR Base Station Antennas, Microwave Antennas**
- **Radio Dispatch Consoles**
- **Back-up Batteries**
- **Prefab Communications Shelter**
- **Service**

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- **Offer and Acceptance**
- **Part 2: Scope, Pricing and Terms and Conditions (Rev 2)**
- **3-C Proposed Subcontracts**
- **5-B Conformance Statement**
- **Exceptions**
- **BAFO Change Log**

The solicitation for this contract was ADSPO19-00008376 and was started in ProcureAZ. The solicitation file can be found in APP under BPM001941.

Attachment 1

Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Biometric Products and Services to in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	1. **September 4, 2018** (date)	LM (initial)						
Revised Offers:	2. x (date #1)	(initial)	3. x (date #1)	(initial)	4. x (date #1)	(initial)		
	5. x (date #4)	(initial)	6. x (date #5)	(initial)	7. x (date #6)	(initial)		
Best and Final Offer:	8. **September 16, 2019** (date)	LM (initial)						

Motorola Solutions, Inc. (Offeror company name)	(Signature of person authorized to sign Offer) LM (Initials)
2900 S. Diablo Way Ste 150 (Address)	Larry Mabry MSSSI Vice President & Director Sales (Printed name and title)
Tempe, AZ 85282 (City | State | ZIP)	Walter Whatley Senior Account Executive (Contact name and title)
36-1115800 (Federal tax identifier (EIN or SSN))	Walter.whatley@motorolasolutions.com 520-457-8604 (Contact Email Address / Contact phone number)

CERTIFICATION: By signature in the above, Offeror certifies that it:

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41−1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by number **#** at the top of this form, and which was dated **date** (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: CTR046830 **The effective date of the Contract is: 10-09-2019** **Contract awarded: 10-09-2019**

(Procurement Officer signature)	Procurement Officer, James Atkins

Part 2: Scope, Pricing and Terms and Conditions (Rev 2)

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1.0 Background

1.1 The intent of this Solicitation is to provide both public communications equipment and services to support the State of Arizona's Agencies, Boards and Commissions including members of the State of Arizona Purchasing Cooperative.

1.2 The Solicitation shall describe the State's requirement and minimum technical specifications for the equipment and services the State wishes to purchase under the resultant contract(s).

1.3 This is a multi-award contract with Offeror ability to provide proposal's on one or more sections of this Scope of Work. Award will be made by Scope of Work Sub-section(s) two (2) through nine (9) independently.

2.0 2-Way Radios

2.1 **Analog & Digital Vehicular Mounted Mobile Radio Equipment**: Various types of vehicular-mounted mobile radio equipment for VHF, UHF, and 700/800 MHz trunked and conventional, analog and digital radio equipment

2.2 **Mobile Data Radio Vehicular Mounted Equipment**: UHF or 700/800 MHz mobile digital data link radios.

2.3 **Desk-top Analog &Digital Base Station Radio Equipment:** High-quality VHF, UHF, and 700MHz, 806-869 MHz, conventional, and 700/800 MHz trunked, multi-channel base/control stations using phase/frequency or digital modulation.

2.4 **Analog & Digital Personal/Portable Radio Equipment:** Various types VHF, UHF, and 700/800 MHz, conventional and trunked personal/portable radio transceivers.

2.5 **Analog & Digital Motorcycle Rear-mounted Radios:** 160+ channel, two-piece, VHF High-band, UHF, and 700/800 MHz, all solid-state motorcycle radio.

2.6 **Low Power Vehicular Repeater:** VHF, UHF, and 700/800 MHz in-vehicle mounted repeater, for attachment to the vehicle's mobile radio and extending the range of the user's portable radio.

2.7 **Multi Band Radios:** Mobile and potables capable of operating on more than one public safety band.

2.8 **Base/Mobile Relay Station Fixed Radio Equipment:** VHF High-band, UHF, 700/800 MHz continuous duty, mobile relay/base station equipment using phase, frequency, or digital modulation.

2.9 **Fixed Link Base Radios:** VHF, UHF, and 700/800 MHz fixed radios for site to site linking.

2.10 **Communications Service Monitors:** Communications Service Monitors for use in the maintenance of Arizona's Radio Communications Systems.

The following are definitions of terminology as they apply to the State's requirements as stated in this solicitation:

- ***VHF (High-band):*** means 150-174 MHz, additional coverage desirable but not required
- ***UHF***: means 450-470 MHz, additional coverage desirable but not required.
- ***700/800***: means radios capable of operation across the complete 700 and 800 MHz public safety band (769-869)

- ***800***: means radios capable of operating on FCC designated Public Safety LMR channels above 806 MHz
- ***Narrowband***: radios meeting FCC 12.5 KHz channel widths and meeting the mask requirements of FCC Part 90.210d.
- ***FDMA***: Frequency Division Multiple Access as applies to P25 or DMR.
- ***TDMA***: Time Division Multiple Access as applies to P25 Phase II, or Open Sky.
- ***P25*:** Project 25 per TIA standards AA102 etal
- ***High Tier Subscriber Equipment***: means radios designed for Public Safety applications with the highest transmitter and receiver performance specifications: Frequency Stability, Hum and Noise, Spurious Emissions, High Power; Receive Adjacent Channel Selectivity, Spurious and Intermodulation Rejection. Available features like: P25 conventional and trunking operations FDMA – TDMA, high channel / talk group count (1000+), AES / DES encryption, MultiKey, OTAR, OTAP, multiple display options, including multi–line alpha-numeric, keypad; Meets Mil Spec 810 C/D/E/F.
- ***Mid-Tier Subscriber Equipment***: means radios designed for Public Safety applications with good transmitter and receiver performance specifications: Frequency Stability, Hum and Noise, Spurious Emissions, Mid Power; Receive Adjacent Channel Selectivity, Spurious and Intermodulation Rejection. May include features like: P25 trunk and conventional operations, reduced channel / talk group count (100+), Encryption; Meets Mil Spec 810 C/D/E/F. High-Tier performance specifications apply unless otherwise listed.
- ***Low Tier Subscriber Equipment***: means radios designed for Business & Industry applications with good transmitter and receiver performance specifications for: Hum and Noise, Spurious Emissions; Receive Adjacent Channel Selectivity, Spurious and Intermodulation Rejection, Mid Power & reduced channel count; Meets Mil Spec 810 C/D/E/F.

2.11 **Radio Standards** - The radio equipment provided by the contractor shall meet or exceed EIA, TIA, FCC, IEEE and NEMA requirements, standards, specifications, practices and/or procedures current at the time of contract award. All equipment will be FCC Type Approved for class of service specified. The measurement procedures and performance standards for land mobile radio equipment specified herein shall comply with the TIA/EIA-603 standards. Standards for equipment employing digital C4FM or CQPSK modulation shall comply with the TIA/EIA-102 standards. Where the State's specification are more stringent than those of EIA/TIA, the State's specification shall apply.

2.12 **Transmitter Characteristics** - Transmitter shall use only solid-state active components. Synthesizing techniques of frequency generation are required for all but the Low-Tier models. Each Low-Tier unit will have a solid state sub-audible tone encoder.

2.12.1 Operating Frequency: The transmitter shall be factory supplied and aligned to the specific RF frequencies given in the purchase order.

2.12.2 Transmitter Standards: The transmitter shall meet or exceed the minimum standards as set forth in EIA/TIA Standard RS152B. Where the requirements of the State's specifications are more stringent than those of the EIA, the State's specifications shall apply. The transmitter shall comply with all FCC Rules and Regulations in effect on the date of issuance of the purchase order.

2.12.3 System Modulation, Narrowband:

2.12.3 (a) High-Tier: VHF/UHF/700/800: Analog - 11K2F3E / (800 -16K0F3E); Digital - 8K11F1E, and others in compliance with FCC efficiency standards

2.12.3 (b) Low-Tier: VHF or UHF: +/-2.5 KHz (11K2F3E)

2.12.4 Audio Frequency Harmonic Distortion:

High-Tier: All Bands: Less than 3% at 1000 Hz and 60% maximum deviation

Low Tier: All Bands: Less than 5% at 1000 Hz and 60% maximum deviation.

2.12.5 Carrier Frequency Stability: Radios offered under this contract shall meet or exceed the FCC stability requirements listed under 47CFR90.213 and 47CFR90.539. High-Tier radios are expected to exceed these specifications as applicable. All units will be priced and sold meeting these specifications.

2.12.6 Frequency Spread: Per Band definition; with no degradation in power output.

2.12.7 RF Output Impedance: 50 ohms.

2.12.8 Time-out Circuit: The transmitter shall be equipped with an adjustable time-out timer circuit that will turn off the transmitter after continuous transmitting. An audio tone shall be provided that will alert the operator that the transmitter has been timed out. Releasing the microphone push-to-talk button shall instantly reset the timer.

2.12.9 Continuous Toner Encoder: The conventional (non-trunked) transmitter shall be supplied with the capability to generate up to 32 sub-audible tones to modulate the transmitter for the full duration of all transmissions. The tone generators shall be designed for continuous operation with total harmonic distortion less than 10%. The tone encoder shall conform to all standards of EIA/TIA Standard RS-220A. There shall be available twenty (20) narrow band tone channels between 100.0 and 192.8 Hz inclusive (of Groups A and B) in accordance with EIA/TIA Standard RS-220A for continuous tone-controlled squelch system.

The frequency of the sub-audible tone generator shall be controlled by a solid-state tone network or be software based and shall be maintained within +/- 0.5% of its specified frequency over the temperature range of -30 degrees C to +60 degrees C.

The transmitter unit shall transmit a special sub-audible tone burst upon release of the push-to-talk switch. This burst shall last 160 +/- 40 msec. and be the same frequency as the regular tone supplied for a particular channel but out of phase by 180 +/-60 degrees from the previously transmitted tone. This circuitry shall be explicitly designed for the elimination of receiver "squelch tail."

2.12.10 Final Amplifier Protection: The transmitter output stage shall be protected from burnout due to excessive antenna VSWR. No damage shall result when the transmitter is subjected to a short or open circuit antenna output during continuous keying for a one minute period.

2.13 **Receiver Characteristics -** The receiver shall be completely solid-state, utilizing only high-quality transistors, integrated circuits, diodes, and other solid-state devices. The receiver shall be rated for continuous operation. A channel scanning feature with selectable priority may be listed as a separate option.

2.13.1 Operating Frequency: Per the band definitions.

2.13.2 Receiver Standards: The receiver shall meet or exceed the "minimum standards" as set forth in EIA/TIA Standard RS204C. Where the requirements of the State's specification are more stringent than those of the EIA/TIA, the State's specifications shall apply.

Definitions, standards, and methods of measurements shall conform to EIA/TIA Standard RS204C, unless specifically described otherwise.

2.13.2 (a) EIA 12 dB SINAD Sensitivity:

- High-Tier: All Bands: 0.25 microvolt or better, Analog
- Mid-Tier: All Bands: 0.3 microvolt or better, Analog
- Low-Tier: All Bands: 0.35 microvolt or better, Analog

2.13.2 (b) RF Input Impendence: 50 ohms

2.13.3 Squelch Circuitry: The conventional analog (non-trunked) receiver shall be supplied with carrier squelch and tone-coded squelch capability for a minimum of 32 CTCSS tone frequencies. The tone frequencies will be specified in the State purchase order. Tone decode circuitry shall be the sub-audible CTCSS type as described in EIA/TIA Standard RS-220A and shall meet all specifications of RS-220A.

There shall be two modes of operation, to be selected at the will of the operator. These are:

- Carrier squelch operation - The receiver squelch opens for any sufficiently strong on-frequency RF carrier; and
- Tone-coded squelch and carrier squelch operation- The receiver is muted until the incoming on-frequency RF carrier is modulated by the proper continuous sub-audible tone and the on frequency RF carrier is sufficiently strong to break squelch as determined by the carrier squelch adjustment control. This "and" squelch condition shall remain continuous for the duration of carrier reception. Selection of the mode of operation shall be made by manual switch control.

2.13.4 Carrier Actuated Squelch Circuit: The carrier actuated squelch shall be of the adjustable sensitivity type with a continuously variable control. The squelch circuit shall be designed to not respond to noise bursts.

2.13.5 Tone Actuated Squelch Circuits: The tone actuated squelch circuit shall conform to all standards of EIA/TIA Standard RS-220A. Continuous presence of the proper modulating tone shall be required to keep the squelch open when in the carrier squelch and tone-coded squelch mode of operation.

2.13.6 Tone Squelch Characteristics:

- Tone deviation shall not exceed 10% of the peak system deviation. A tone signal 3% removed from the frequency of the proper tone shall not operate the squelch circuit, regardless of the level recovered at the discriminator.
- The tone modulation shall be filtered from the voice signal such that with tone deviation set at 20% of the peak system deviation, the tone fundamental frequency shall be at least 30 dB below the level of a 1000 Hz tone transmitted at 2/3 rated system deviation with the receiver adjusted for maximum rated audio output.
- The tone squelch circuit shall respond by squelching the receiver within 160 +/-40 msec. of a tone burst 180 +/-60 degrees out of phase with the previous tone. This circuitry shall be explicitly designed to eliminate receiver "squelch tail."

2.14 Transceiver Unit Specifications:

2.14.1 Antenna Switching. Antenna switching must be accomplished by a hermetically sealed relay switch or some other reliable mechanical or electrical means.

2.14.2 Environmental Standards. All equipment provided under this specification shall be tested to, and conform to, the requirements of Mil Std. 810C/D/E for shock, vibration, humidity, dust, salt, fog, and other weather conditions.

2.15 Trunking Operation Option:

2.15.1 High Tier: Trunked radio options will be considered. Any such analog trunked radio shall meet the same technical RF specifications as the conventional model. Analog trunked radios shall conform to APCO 16 protocols. Digitally trunked radios should be of the same model line as the conventional radio, and shall be fully compatible with the P25 TIA/EIA Phase I Standard for FDMA, or the TDMA P25 Phase II or Open Sky Public Safety Trunking.

2.15.2 Low Tier: Trunked radio options will be considered. Any such trunked radio shall meet the same technical RF specifications as the conventional model.

2.15.3 Auxiliary Test Equipment: Associated test equipment such as plug-in service meters, computer interface cables/boxes, and test bench control set-ups may be offered. Any designated service meter should be compatible with the transceiver metering socket(s) and have scale calibrations consistent with the readings called for in the service manual. The test-bench control set-up shall include the proper style control heads, speaker, microphone, metering panel, and interconnecting cabling at least 6 feet in length. A price shall be included for an optional frequency programmer and software.

2.16 ANALOG & DIGITAL VEHICULAR MOUNTED MOBILE RADIO EQUIPMENT

2.16.1 **Model Specifications**

2.16.1 (a) **High-Tier, Mid-Tier:** The following specification describes various types of vehicular-mounted mobile radio equipment. These radios may be either one-piece (dash mount) or two-piece (remote mount). These radios are: VHF High-band, UHF and 700/800 MHz radios capable of analog conventional and trunked; and digital conventional and trunked radio operation.

2.16.1 (b) **Low-Tier:** The following specification describes various types of vehicular-mounted mobile radio equipment; High-band VHF, UHF, and 800 MHz. These radios may be either one-piece (dash mount) or two-piece (remote mount).

2.17 Electrical Specifications:

The equipment shall be designed to operate from a nominal 12 volt negative ground vehicle electrical system. Adequate overload and reverse polarity protection shall be provided. Control circuits shall be arranged so that the vehicle ignition switch will disable both the transmitter and receiver when in the OFF position, but allow operation when in the ACCESSORY position.

2.18 Transmitter Characteristics:

The transmitter shall be of modern solid-state design.

2.18.1 **Carrier Power Output Rating: (all minimum intermittent power at 20% duty cycle)**

2.18.2 **High Tier VHF:** 40 watts or, 50-110 watts, adjustable UHF: 40 watts or 50-100 watts, adjustable 700-800 MHz Trunked: 10-30 Watts

2.18.3 **Low-Tier VHF**: 25 Watts minimum, adjustable UHF: 25 Watts minimum, adjustable 700-800 MHz: 15 Watts minimum, adjustable.

2.18.4 Conducted and Radiated Spurious Emission Attenuation:

2.18.5 **High-Tier** -75 dB or greater

2.18.6 **Mid-Tier** -70 dB or greater

2.18.7 **Low Tier** -55 dB or greater

2.18.8 **Audio Frequency Harmonic Distortion:**

2.18.8 (a) High-Tier - All Bands: Less than 3% at 1000 Hz and 60% maximum deviation

2.18.8 (b) Low Tier - All Bands: Less than 5% at 1000 Hz and 60% maximum deviation

2.18.9 **FM Hum and Noise Attenuation:**

2.18.9 (a) **High-Tier** -40 dB (12.5 KHz)

2.18.9 (b) **Low Tier** -35 dB (12.5 KHz)

2.19 Receiver Standards

The receiver shall meet or exceed the "minimum standards" as set forth in EIA/TIA Standard RS-204C. Where the requirements of the State's specification are more stringent than those of the EIA/TIA, the State's specifications shall apply. Definitions, standards, and methods of measurements shall conform to EIA/TIA Standard RS-204C, unless specifically described otherwise.

2.19.1 **Adjacent Channel Selectivity Desensitization**

2.19.1 (a) High-Tier -70 dB or better (12.5 KHz)

2.19.1 (b) Mid-Tier -65dB or better (12.5 KHz)

2.19.1 (c) Low-Tier -60 dB or better (12.5 KHz)

2.19.2 **Spurious Response Attenuation:**

2.19.2 (a) High-Tier -80 dB, or better (12.5 kHz)

2.19.2 (b) Low-Tier -70 dB, or better (12.5 kHz)

2.19.3 **Intermodulation Spurious Attenuation:**

2.19.3 (a) High-Tier -80 dB, or better (12.5 kHz)

2.19.3 (b) Low-Tier -70 dB, or better (12.5 kHz)

2.19.4 **Audio Power Output:**

2.19.4 (a) High-Tier 10 watts minimum, 3% maximum distortion

2.19.4 (b) Low-Tier 7.5 watts minimum, 5% max. dist., external speaker

2.20 Transceiver Unit Specifications:

2.20.1 **Power Requirements.** The unit shall draw less than 1.0 amp of current with the receiver and transmitter in a quiescent "ON" condition. The transmitter/receiver shall be a complete integral unit with all previously specified items, including AF or RF power amplifier built internally into the transceiver unit.

2.20.2 **Physical Construction**

- The complete transmitter and receiver combination shall be mounted in a single housing.

- The housing shall be furnished in enamel or lacquer over a non- ferrous plating of A-N standard chrome type metal primer or equal.
- The housing shall be of steel or equivalent construction and not louvered, to inhibit the entrance of dust and other foreign matter. A locking device shall be used to prevent the unit from being removed from its mounting by unauthorized personnel.
- All interconnection cabling between the transmitter, receiver, and power supply shall be accomplished internally in the equipment housing. With exception of the power, control, and antenna cabling, there shall be no external connections or cabling on the equipment housing.
- All frequency determining elements in the transmitter and receiver shall have a locking or clamping device to ensure permanent connection during operation.
- The maximum transmitter/receiver dimensions shall not exceed 2.5" x H x 7.0" W x 13.0" L. All but the High-Tier Model must weigh less than 8.5 lbs. The complete mobile unit shall be capable of normal operation when mounted in any physical position.

2.20.3 **Interconnecting Cables.** All cables and wires shall be furnished to interconnect the radio set with its accessories and the vehicle's electrical system. Cables shall be insulated, waterproofed and equipped with appropriate connectors. All plug-in connectors shall be of the heavy-duty type and shall be provided with threaded coupling rings or other substantial fool proof locking devices to prevent accidental disconnect.

2.21 Supplied Components: The vendor shall supply all necessary components such as cased permanent magnet type loud speaker, combination transmitter/receiver, separate control head, a palm -type microphone, all ROMS, necessary control, power and cables, and all required mounting hardware as part of the Low-Tier transceiver package.

2.21.1 **Microphone and Control Head**

- A palm-type dynamic low impedance microphone with preamplifier and spring clip shall be supplied with each mobile unit. The microphone shall be ruggedly constructed to withstand the severe usage of mobile operations and shall have a push-to-talk switch mounted on the microphone housing. The microphone shall be provided with a nominal 4 ft. length self-retracting coil type cord. A separate matching control head (not part of the microphone) including all controls required for operation of the transmitter/receiver equipment shall be furnished as part of the equipment.
- The control head for a 2-piece control unit shall be capable of mounting on the vehicle dash or floorboard and a suitable inter-cabling kit shall be provided to interconnect the control head and the transmitter/receiver equipment. The control cable to be supplied shall be at least 20 feet in length and shall not have any intermediate junction boxes or barrier strips.
- The control head shall incorporate as a minimum:
  1. An ON and OFF switch.
  2. An indicator lamp to indicate that the radio is on.
  3. A squelch sensitivity control.
  4. Tone squelch disable switch, which may be located on the microphone hang-up brackets.

5. A volume control button or knob. (Clockwise Volume increase)
6. A red light that illuminates when the transmitter push-to-talk switch is activated.
7. Channel (Talk Group) selection control switch or knob.
8. Scan switch with channel priority select.
9. (**High-Tier/ Mid-Tier Requirement only**) A LCD alphanumeric readout display for channel information.

- All indicator lights shall be LED or LCD, or some other proven long-life illumination device (30,000 hour average life or better for High-Tier, 10,000 hour average life or better for all other models). All background lighting shall be diffused and non-glaring, with intensity sufficient for high ambient daytime lighting.
- The alphanumeric display control head shall be factory preprogrammed to the customer's channel labeling requirements. Radio frequency channeling shall also be preprogrammed at the factory.

2.21.2 **Loud Speaker.**
A heavy-duty permanent magnet loud speaker rated for a minimum of 10 watts and mounted in a heavy metal or high impact plastic case with mounting brackets shall be provided.

2.21.3 **Power Cable**.
One battery cable (hot) of at least 22 feet in length shall be supplied with each unit.

2.22 Optional Accessories:

The following accessories to the mobile unit are desired:

- **(High-Tier, Mid-Tier,)** Digital voice encryption, including AES and DES.
- **(High-Tier, Mid-Tier, Low-Tier)** Digitally controlled remote control head with alpha/numeric readout.
- (**High-Tier, Mid-Tier, or Low-Tier)** Analog or digital voice encryption, DTMF tone generator from microphone.

2.23 Servicing:

Transmitter/receiver equipment shall be readily removable from the mount for routine servicing. There shall be provisions for convenient metering of all essential transmitter and receiver circuits from multi-pin metering socket(s). All metering points shall be properly decoupled and connected to the metering socket(s). Provision for automated test set radio analysis is acceptable. All circuit modules shall be easily accessible plug-in printed circuit type fiberglass boards. Easy access shall be provided to all other portions of the unit.

2.24 <u>MOBILE, DATA RADIO, VEHICULAR MOUNTED EQUIPMENT</u>

This specification describes the minimum requirements for a UHF or 700/800 MHz mobile digital data link radio. The radio shall operate on a 25 KHz bandwidth channel at various data speeds from 19.2 Kb/sec to 44.3 Kb/sec, or 9.6 Kb/sec to 22 Kb/sec on a 12.5 KHz channel, or greater, depending upon signal conditions and BER conditions. Diversity receiver technology is encouraged, but not mandatory. Specifications shall meet voice radio specification unless otherwise listed.

2.24.1 **Transmitter Characteristics:**

2.24.1 (a) Operating Frequency. The transmitter shall be capable of operating on at least 16 separate conventional frequencies. The transmitter shall be factory supplied and aligned to the specific RF frequencies given in the purchase order.

Carrier Power Output Rating: (all minimum intermittent power at 20% duty cycle)
UHF: 10-40 Watts
800 MHz: 10-35 Watts
900 MHz: 10-25 Watts

- **System Modulation:**

  UHF/800 MHz: Digital (8K6DF1D, 15K3F1D, 15K0F1D, 15K6F1D

- **Conducted and Radiated Spurious Emission Attenuation:**

  UHF/800 MHz: -75 dBc

- **Harmonic Emission Attenuation**:

  UHF/800 MHz: -80 dB

- **FM Hum and Noise Attenuation:**

  UHF/800 MHz: -40 dB below 60% max deviation

2.25 Receiver Characteristics:

2.25.1 **Operating Frequency**

The receivers shall be capable of receiving on a minimum of 16 channels at UHF 450 MHz, and at 800 MHz.

2.25.2 **Receiver Standards:**

- **EIA 12 dB SINAD Sensitivity:**

  All Bands: 0.35 microvolts

- **Adjacent Channel Selectivity Desensitization:**

  UHF/800/900 MHz: 65 dB (12.5 KHz narrowband digital)

  UHF/800 MHz: 75 dB (wideband 25 KHz)

- **Spurious Response Attenuation:**

  UHF: -80 dB

  800/900 MHz: -80 dB

- **Intermodulation Spurious Attenuation:**

  UHF/800 MHz: -75 dB

- **Frequency Stability:**

  UHF/800/900 MHz: 1.5 ppm

2.26 DESK-TOP ANALOG & DIGITAL BASE STATION RADIO EQUIPMENT:

This specification describes low and mid power radios, for desktop or wall mount, for use either as a local base or as a control station for a repeater or trunked network.

2.26.1 This device has an integrated housing with the AC power supply and the radio.

2.26.2 An option for this class is a remote line interface.

2.26.3 Offerings shall meet the corresponding mobile radio applications.

2.27 ANALOG & DIGITAL PERSONAL /PORTABLE RADIO EQUIPMENT

2.27.1 **Model Specifications**

2.27.1 (a) High-Tier

This specification describes various types VHF, UHF, and 700-800 MHz, narrow band, conventional and trunked personal/portable radio transceivers.

Specifications for battery charging units and jerk-and-run mobile radio converter consoles are also included.

2.27.1 (b) Mid-Tier

This specification describes various types VHF, UHF, and 700/800 MHz analog, digital, conventional and trunked personal/portable radio transceivers.

2.27.1 (c) Low-Tier

This specification describes various types VHF, UHF, and 800 MHz analog conventional and trunked personal/portable radio transceivers

2.28 Transmitter Standards

Definitions, standards, and methods of measurement shall conform to EIA Standard RS-316B, unless otherwise noted.

2.28.1 (a) Carrier Power Output

- High-Tier

VHF: 5 watts minimum

800 MHz: 3 watts minimum

- Low-Tier

2 watts minimum

2.28.1 (b) Spurious and Harmonic Emission

- High-Tier -75 dBc
- Low-Tier -60 dBc

2.28.1 (c) FM Hum and Noise

- High-Tier -40 dB or better (12.5 kHz)
- Low-Tier -35 dB or better (12.5 kHz)

2.28.1 (d) Transmit Audio Distortion

- High-Tier Less than 3%
- Low-Tier Less than 5%

2.29 Receiver Characteristics

2.29.1 Adjacent Channel Selectivity

• High-Tier -61 dB or better (12.5 kHz)

• Low-Tier -50 dB or better (12.5 kHz)

2.29.2 Intermodulation

- High-Tier -75 dB or better (12.5 kHz)
- Low-Tier -60 dB or better (12.5 kHz)

2.29.3 Spurious and Image Rejection

- High-Tier -75 dB or better (12.5 kHz)
- Low-Tier -60 dB or better (12.5 kHz)

2.29.4 Audio Power Output

- High-Tier 500 mw at less than 3% distortion
- Low-Tier 500 mw at less than 5% distortion

2.30 General Electric and Mechanical Characteristics:

2.30.1 **Components Included:**

The vendor shall supply all necessary components, such as transceiver, battery, and flexible antenna.

The radio shall effectively have the following exterior controls: Power on/off, volume, channel selector, and push-to-talk switch. The radio shall be supplied with an integral microphone and loud-speaker. The push-to-talk switch shall be located on the side of the transceiver so it may be conveniently depressed while speaking into the microphone.

2.30.2 **Programming:**

- Each unit under this section except for the Low-Tier model shall be completely Field programmable. All channel information such as transmit and receive RF frequencies; CTCSS tone frequencies, and anything else which would be functionally tied to the channel selector of the radio, shall be fully field programmable and reprogrammable utilizing a single programming unit.
- Field Programmer - Each Vendor shall provide as an option, a field programming unit which is designed to fully program the channel personality of each radio under this section. The programmer may either be a self-contained programming unit, or the programmer may consist of an interface unit and software to convert a personal computer to a field programmer.

2.31 Battery Cycle

The rechargeable battery supplied with each radio shall have the capacity to provide at least 8 hours of service when used in a 5% transmit, 5% receive, 90% standby duty cycle.

2.32 Battery Chargers

2.32.1 **High-Tier:** Single and multiple (minimum 5 unit) battery chargers shall be available and priced separately on the price pages. The chargers shall recharge a completely discharged battery within 3 hours; thereafter a low (trickle) charge rate shall be available.

The chargers shall be UL approved and operate from a 120-volt A.C., 60 Hz power source. Protection shall be provided to prevent battery damage by over-charging or over-heating.

2.32.2 **Low-Tier:** A single unit battery charger shall be available and priced separately on the price pages. The charger shall recharge a completely discharged battery within 14 hours; thereafter a low (trickle) charge rate shall be available. The charger shall be UL approved and operate from a 120-volt A.C., 60 Hz power source. Protection shall be provided to prevent battery damage by over-charging or over-heating.

2.33 Mobile Radio Converter Console and Charger (High-Tier Model Only):

2.33.1 **Availability**: There should be available, as an extra option, a mobile charger/converter console. The charger/converter console shall conform to the following criteria:

1. The vehicular chargers shall accept both VHF, UHF, 700/800 portables.

2. Circuitry shall be incorporated in the charger which will prevent over charging the battery if it is left on charge indefinitely.

3. The unit shall completely recharge either low or high capacity batteries in three hours or less.

4. A temperature sensing logic circuit shall be provided that prevents charging a battery that is too hot or cold for reliable safe charging.

5. When the portable is in the vehicular charger, the battery shall be electrically disconnected and the portable shall be powered from the vehicle battery. Operation of the portable in the charger shall not drain or prevent the portable battery from charging. It shall be possible to use the portable in the charger even if its battery is dead.

6. Audio power amplifier and charger circuitry shall be turned on by insertion of the portable in the charger and turned off by removal of the portable from the charger.

7. The charger/converter shall provide the vehicle enclosure for the radio and shall provide for the following items:

- Connects the radio to the external antenna.
- Connects the radio to the vehicle microphone.
- Connects the radio to the vehicle audio amplifier and speaker.
- Connects the radio to the charging circuit.

2.33.2 A key locking assembly shall be furnished to provide for locking the radio in the charger unit. The charger/converter mounting shall meet applicable federal safety standards for automotive accessories. A red LED "Transmit" indicator.

2.33.3 Accessories - Each charger/converter shall include the following accessories: • Microphone with coiled cord and connector.

- A 12 watt amplifier and speaker.
- Mounting brackets and hardware to mount the charger and its accessories.
- If a special calibrator is required to adjust the chargers, one shall be furnished.
- Special 12 watt speaker volume control or pad. Each 12 watt speaker amplifier, or the vehicle charger, shall incorporate a variable pad or volume control to allow for

presetting the portable volume control to a normal listening level, and then when the portable is inserted into the vehicular charger, the volume level will be correct for vehicular use without further adjustment.

2.33.4 Power Requirements: The charger/converter shall be designed to operate from a normal 12 volt negative ground automotive electrical system. The reference voltage shall be established at 13.6 volts DC.

2.33.5 Mechanical Adjustment: The vehicular charger shall be mechanically adjusted by the factory before delivery and shall not require further adjustment by the buyer prior to being placed into service. All mechanical adjustments shall have locking devices to ensure their continued alignment during operation. Proper operation of the vehicular charger includes the unit's ability to lock in and release the portable radio in a smooth and easy manner without binding. All electrical functions of the unit shall be operational with the portable radio properly locked in. The pins contacting the portable radio shall be a heavy-duty type, capable of withstanding multitudinous insertions and removals of the radio from the charger.

2.34 ANALOG & DIGITAL MOTORCYCLE REAR-MOUNT RADIO:

This specification describes low and mid power radios, for motorcycle use. Offerings shall meet the corresponding mobile radio applications.

2.34.1 **Installation:**
The radio unit shall be designed for two-piece rear fender/handlebar control head mounting on Kawasaki, Honda, BMW, or Harley Davidson motorcycles, and shall meet Federal safety requirements.

2.34.2 **Interconnecting Cables:**

2.34.2 (a) All cables and wires shall be furnished to connect the unit to its associated control head and to interconnect the mobile unit with its accessories and the vehicle electrical system. Cables shall be well insulated, waterproofed and equipped with appropriate connectors.

2.34.2 (b) Connectors shall have a screw fastener to mechanically secure the connectors.

2.34.3 **Control Panel:**

The control panel shall be functional, attractive and include all facilities for operating the radio. Controls shall include on-off switch, volume control and squelch disable switch, a red light indicator for transmitter operating, a frequency selection switch for multifrequency requirements, an alpha/numeric channel indicator display, and a Priority Scan enable switch. The control panel shall be weather proof.

2.34.4 **Microphone:**

2.34.4 (a) A military palm-type, noise-canceling microphone shall be supplied as part of the equipment. The microphone shall be a dynamic or magnetic type, and shall include a convenient push-to-talk button for transmitter control. Option helmet (head set) microphones are encouraged to be listed.

2.34.4 (b) The microphone cord shall be a retractable type, with conductors of tinned metallic stranded wire not smaller than AWG size 30. The microphone cord

shall be terminated with a separate screw-on male connector or telephone type modular connector, for mating with the receptacle supplied on the radio.

2.34.5 **Optional Weatherproof Housing:**

2.34.5 (a) Housing shall provide a weatherproof seal to the elements and shall be capable of preventing unauthorized access to the radio by some type of key lock mechanism. Housing should also be capable of supporting an antenna mount.

2.34.5 (b) Weatherproof Housing shall be included as a purchase option of the radio.

2.34.6 **Power Supply:**

2.34.6 (a) The power supply shall be designed to operate from a normal 12 volt negative ground motorcycle electrical system. The reference voltage shall be established at 13.6 VDC. DC input to the radio shall be adequately filtered to exclude all alternator noise.

2.34.6 (b) The power supply, and associated transmitter and receiver, shall be designed so that no degradation shall result (except for a 3 dB loss in transmitter power) in the receiver audio output, squelch sensitivity and SINAD sensitivity if the power supply voltage is varied +/-10% from 13.6 VDC.

2.34.6 (c) The power supply, transmitter, and receiver shall be adequately protected by replaceable type fuses or circuit breakers.

2.35 FIXED LINK BASE RADIOS

The following items are system specifications and shall be determined on a per channel basis, as appropriate, for two link transceivers and associated equipment.

2.35.1 **Power Requirements**

Each low power transceiver shall operate from a negative ground +12.6 volt supply. The transmitter current drain shall be adjustable to less than 1.0 amps when transmitting (at reduced power). The complete transceiver shall operate in an idle condition with a current draw of:

2.35.1 (a) Category 1- Less than 150 ma.

2.35.1 (b) Category 2- Greater than 150 ma., but less than 800 ma

2.35.2 **Environmental**

The transceivers shall operate and meet the specifications herein set forth over an ambient temperature range of 0 to +50 degrees Celsius, with a maximum humidity of 95% at altitudes from sea level to 10,000 feet. The equipment shall remain operational over an ambient temperature range of -20 to +55 degrees Celsius.

2.36 Duplexer, BP & BP/BR

The vendor shall list an optional duplexer. A duplexer, pre-tuned to the frequencies specified in the purchase order, shall be available with each link transceiver. It shall be included as a separate priced unit for each transceiver package. Both Pass and Band Pass / Band Reject duplexers should be offered.

- Insertion Loss shall be 1.5 dB maximum

- Connectors - Type N Female

2.36.1 **Option A -** UHF Option shall satisfy the following requirements

- Transmitter Noise Suppression an Receive Frequency / 75 dB
- Receiver isolation at Transmitter Frequency / 75 dB

2.36.2 **Option B -** 700-800 MHz Option shall satisfy the following requirements

- Transmitter Noise Suppression an Receive Frequency / 65 dB
- Receiver isolation at Transmitter Frequency / 65 dB

2.37 Re-Radiation Loss

The vendor shall list an optional isolator with no more than 0.5 dB total insertion loss and shall be capable of dissipating at least 10 watt of reflected power. Re-radiation of intermodulation products shall be no greater than -50 dBm from the duplexer antenna port when a spurious signal within the duplexer's pass band arrives at that port at 0 dBm (EMR model numbers 7540/2 / 7640/2 or equal). It shall be included as part of each transceiver package as a separate unit.

2.38 Common Circuitry

The transceiver shall be made with removable modular card construction and fit in a standard 19-inch rack mount. The transceiver shall have interfacing circuitry that provides a common point for external control (PTT, COR, power, and 600 Ohm audio connections) to the transmitter and receiver.

2.39 Audio Requirements

The transceiver shall have a 600 ohm balanced 4-wire audio interface. Transmitter and Receiver audio levels shall be adjustable from 16 to +1 dBm. The overall frequency response of the link (end to end) shall exceed a 3002 grade line with type C2 conditioning and be capable of passing industry standard function tones.

2.40 Physical Size/Form Factor

The physical size of the transceiver shall be such that it will fit in a 19-inch equipment rack (width) while not occupying more than 4 rack units (7 inches) vertically. The unit's depth shall not exceed 15 inches. The transceiver should be modular with individual modules plugging into the backplane via a card edge connector.

2.41 Transmitter Characteristics

The transmitter shall meet or exceed the following minimum specifications:

2.41.1 **Carrier Power Output**

- Category 1 / 6 watt minimum VHF, UHF, 3W minimum 700/800 MHz.
- Category 2 / 12 watt minimum VHF, UHF, 700/800 MHz

2.41.2 Spurious and Harmonic Emission Attenuation / 70 dB below carrier

2.41.3 Audio Frequency Total Harmonic Distortion / 5% maximum

2.41.4 Key-Up Time to Full Output / 40 milliseconds, maximum

2.42 Receiver Characteristics

2.42.1 Spurious Response Rejection (Attenuation) / 90 dB Minimum

2.42.2 Intermodulation Spurious Rejection (Attenuation) / 75 dB Minimum

2.42.3 Adjacent Channel Selectivity / - 45dB (12.5KHz)

2.42.4 Audio Output / -16 dBm to +1 dBm (600 Ohms).

2.42.5 Buffered discriminator output

2.42.6 External Mute - The receiver shall have an external mute input which while actively prevent any audio signal from passing through the 600 Ohm receive output port.

2.43 LOW POWER VEHICULAR REPEATERS EQUIPMENT

This specification describes VHF, UHF, and 700/800 MHz in-vehicle mounted repeater, for attachment to the vehicle's mobile radio and used to extending the range of the user's portable radio.

2.44 MULTI-BAND RADIOS

This section describes radios capable of operating in multiple public safety radio bands. For the purposes of this contract the 700 MHz and 800 MHz bands are considered a single band. Specifically, these radios are capable of operating in any two or more of the VHF, UHF, or the 700/800 MHz bands. Otherwise specifications are controlled by the class and tier of the offered product.

2.45 ANALOG & DIGITAL BASE/MOBILE RELAY STATION FIXED RADIO EQUIPMENT

Model Specifications

2.45.1 **Basic Operations**

The following specification describes, VHF High-band, UHF, 700 MHz, and 800 MHz continuous duty, mobile relay/base station equipment using phase, frequency, or digital modulation. Must be FCC type accepted to meet the modulation mask described in FCC Part 90.210.d. Trunked stations must meet the APCO 16, P25, or Open Sky system requirements. All 700 MHz stations shall be capable of P25 operation. Stations shall be capable of the following three modes of operation:

- Mode 1 - The station operates as a mobile relay only
- Mode 2 - The station operates as a tone and/or E&M remote controlled base station and mobile relay
- Mode 3 - The station operates as a tone and/or E&M remote controlled simplex or duplex base station

Digitally trunked base/repeaters shall be of the same model line as the conventional radios.

2.46 Electrical Specification:

The equipment shall be designed to operate from a primary power source of 117 volts AC, 60 Hz. Adequate overload protection shall be provided. All power supplies shall use only high-quality, long-life, solid-state components as active devices. The equipment shall also be capable of operating from an external DC power source.

2.47 Transmitter Characteristics:

2.47.1 The transmitter shall use solid-state components throughout. The use of vacuum tubes in any stage is not acceptable.

2.47.2 Each station offered shall be capable of normal, continuous duty operation.

2.47.3 The transmitter shall be supplied for single frequency operation at any frequency within the VHF, UHF, 700 MHz (745-805 MHz) or 806-869 MHz bands. An alternate option for two or more frequency stations shall also be an option. The transmitter shall be factory aligned to the frequency specified in the purchase order.

2.47.4 Transmitter Standards:

- Carrier Power Output Rating:

  High-Tier 40-100 watts, continuous duty.

- Conducted and Radiated Spurious Emissions:

  High-Tier / -85 dB (12.5 kHz)

  Mid-Tier / -70 dB (12.5 kHz)

- Audio Frequency Harmonic Distortion:

  High-Tier / All Bands: 2% Max.

  Mid-Tier / 3% maximum

- FM Hum and Noise Level: High-Tier / -45 dB (12.5 kHz)

  Mid-Tier / -34 dB (12.5 kHz)

2.47.5 **Reradiated Loss:**

Re-radiation of intermodulation products shall be at least -50 dBm VHF (-30dBm) all other bands) from the transmitter antenna port or at the external isolator output port (if provided) when a spurious signal arrives at the port at 0 dBm. Any isolators used to accomplish this, shall be capable of dissipating at least 50 watts of

2.48 Receiver Characteristics:

The receiver shall be completely solid-state, utilizing only high-quality, long-life, solid-state components as active devices. The receiver shall be rated for continuous operation.

2.48.1 **Receiver General Characteristics:**

- Adjacent Channel Selectivity: High-Tier / -75 dB at 12.5 KHz

  Mid-Tier / -60 dB at 12.5 KHz

- Spurious Response Attenuation: High-Tier / -95 dB at 12.5 KHz

  Mid-Tier / -70 dB at 12.5 KHz

- Intermodulation Spurious Attenuation:

  High-Tier / -80 dB at 12.5 KHz

  Mid-Tier / -70 dB at 12.5 KHz

2.48.2 **Carrier Operated Relay:**

A carrier operated relay (COR) shall be provided. Upon receipt of an on-frequency RF carrier signal and the required squelch activating sub-audible tone, this relay shall provide closure of a pair of normally open dry relay contacts.

2.48.3 **Mobile Relay Operation:**

The receiver repeat audio shall be connected to the transmitter modulator input through a gain control to permit independent adjustment of transmitter modulation level. The repeat level shall be independent of line input/output levels. A carrier control timer shall be provided. This will limit the duration of any continuous mobile relay transmission to a pre-selected interval of from 30 seconds to 5 minutes**.**

2.49 Station Control and Operation:

2.49.1 **Station Audio Control:**

The station shall be designed to accept two-line, 4-wire audio; 0 dB in/0 dB out.

2.49.2 **Tone Control Scheme:**

The base station shall be controlled by in-band tones for the remote controlled transmit function and the repeater enable/disable function.

2.49.2 (a) **Transmit Tone Control:**

- Transmit tone control shall be by tone intervals of the following sequence:

  A = Guard Tone (2175 Hz) for 125 msec. nominal

  B = Transmit Tone (1950 Hz; 10 dB down from (A) for 40 msec. nominal

  C = Low Level Guard Tone (2175 Hz for the duration of the message; 30 dB down from A)

- The "B" function tone shall activate the transmit function of a single frequency base station with the "C" tone continuing throughout the message.
- The station decoders shall not respond (false) to voice peaks up to test tone levels or noise up to -10 dBm.
- The tone decoder overload (talk-down level for voice peaks shall be greater than the test tone level; the overload level for noise shall be such that overload does not occur with levels as high as 10 dB below test tone.

2.49.2 (b) **Tone Squelch Disable:**

The receiver sub-audible tone squelch unit shall be disabled by the short tone sequence indicated below:

A= Guard Tone (2175 Hz) for 125 msec. nominal

B= CTCSS Disable Tone (2050 Hz); 10 dB down from (A) for 40 msec. nominal

2.49.3 **Repeater Enable/Disable Function:**

The mobile function of the station shall be enabled and disabled by the tone sequence indicated below:

A= Guard Tone (2175 Hz) for 125 msec. is nominal

B= Function Tones (10 dB down from A, 1550 Hz for enable, 1440 Hz for disable) for 40 msec. nominal

2.49.4 **E&M / DC Control**

The station shall provide a contact point, which when grounded, will key the station and allow the transmission of line audio. When the station is keyed by grounding the contact point, the remote control function shall have priority over the repeater function. Also, tone remote keying shall have priority over DC contact keying.

2.49.5 **Microphone and Speaker**

A palm-type microphone with push-to-talk switch and hang-up bracket shall be supplied with each unit for local control. A permanent magnet loud speaker with volume control shall also be supplied. The volume to the monitoring speaker shall be independent of the transmitter repeat and line output levels. The local PTT and microphone audio functions shall override repeater or line PTT and audio.

2.50 Optional Duplexer:

For the UHF & 800 MHz stations only, an optional duplexer, pre-tuned to the frequencies specified in the purchase order, shall be considered separately. It shall be capable of being mounted horizontally in a standard 19" rack. Models determined to meet the requirements of this section include the EMR 65534/ENC, SBC-2 for UHF, and the Celwave PD898 for 800 MHz, or approved equivalents. Because of random Tx/Rx frequency splits, VHF duplexing equipment is not a requirement of this RFP.

2.50.1 Frequency Separation: UHF MHz: 5 MHz minimum
700 MHz: 30 MHz minimum
800 MHz: 45 MHz minimum

2.50.2 Maximum Power Input: (Continuous duty) / 100 Watts

2.50.3 Insertion Loss:

UHF: at 5.0MHz Separation: 1.0dB Max.

700 MHz: at 30 MHz Separation: 1.0 dB Max.

800 MHz: at 45 MHz Separation: 1.0 dB Max.

2.50.4 Transmitter Noise Suppression at Receive Frequency:

UHF: : 75 dB minimum

700/800 MHz: 65 dB minimum

2.50.5 Receiver Isolation at Transmit Frequency:

UHF: : 75 dB minimum

700/800 MHz: 65 dB minimum

2.50.6 Maximum VSWR: 1.5:1 or less; both bands

2.50.7 Connectors: Type N Female or 7/16 DIN

2.51 General Electrical and Mechanical Characteristics:

2.51.1 Basic Components:

- The radio equipment shall be installed in a standard, indoor cabinet enclosure, or an optional heavy-duty, aluminum, 19-inch, open relay rack of a nominal 90-inch height, meeting EIA Standard RS310C (Harris -Dracon 46055-005 or approved equivalent). All station chassis shall be mounted near the middle of the rack. The maximum height of the mobile relay/base station equipment shall be 37 inches.
- All RF input/output connectors on major station assemblies shall be Type N, BNC, or TNC, or some other approved locking RF connector.

2.51.2 Special Tools:

One complete set of any specialized hand tools shall be provided with each base/mobile relay station ordered. Tools shall include all necessary tuning tools, cables, card and/or module extenders, etc., to locate defective parts, trace equipment malfunctions, and perform routine maintenance.

2.51.3 Service Meters:

Panel mounted meters with associated selector switches or similar means may be optional with all units to measure all transmitter and receiver circuits essential to tuning and servicing. Such meters or fixtures shall be separately priced. If a computer interface is required for routine maintenance, the software shall be provided.

2.51.4 Wiring:

Wiring shall be color coded or marked in an acceptable manner for ease of maintenance. All inter-chassis wiring shall be clamped, laced or tied to prevent undue mechanical strain on connectors and terminals. When subjected to an open flame, hot soldering iron, or short circuit, the wire used in this equipment shall not support combustion for more than five seconds after the heat source is removed.

2.52 COMMUNICATION SERVICE MONITORS

These specifications describe a Communications Service Monitors for use in the maintenance of public safety land mobile radio communications system. These systems will be primarily conventional narrowband FM, conventional P25, trunked P25 or Astro 25 systems.

2.52.1 **Physical Construction**:

The complete monitor, including any and all modules, shall be contained in the mainframe. All switches, controls, inputs and outputs normally used during operation should be accessible from the front of the instrument. The mainframe cabinet shall be provided with a cover to protect the controls and oscilloscope from damage. The monitor shall operate over a temperature range of 0 to 40 degrees Celsius and weigh less than 35 pounds, including all plug-in modules and batteries.

2.52.2 **Electrical Specifications:**

The monitor shall be all solid-state. The monitor shall be capable of accepting operating power from one of two sources. No internal modifications or adjustments shall be required by the operator to change from one power source to another.

2.52.2 (a) A.C. Power / 120 VAC, 60 Hz; the unit shall be supplied with a 6-foot grounding power cord.

2.52.2 (b) D.C. Power / 12 VDC to 15 VDC; the unit shall be supplied with the required connector to supply D.C. power to the monitor for specific classifications.

2.52.3 **Service Monitor Operating Sections:**

The following functions shall be provided by the monitor, as defined by instrument class:

- R.F. Signal Generator
- R.F. Receiver
- Duplex R.F. Signal Generator
- General Purpose Oscilloscope
- R.F. Spectrum Analyzer
- Tracking Generator
- High Stability Oscillator (0.01 ppm - 0.1 ppm)
- Frequency Counter
- Power Meter
- Audio Generator
- Distortion Meter
- General Purpose Oscilloscope

2.52.4 Signal Generator - Signal output(s) shall be provided to allow servicing and alignment of FM communications receivers.

2.52.5 Frequency Generation - Continuous from 1 MHz to 1000 MHz .

2.52.6 Output Level - 0.1 microvolt to 20 millivolts

2.52.7 Output Level Accuracy: <+/- 2Db

2.52.8 Time Base Aging and Stability: 1.0 PPM/year after the first month

2.52.9 Frequency Step Resolution: 10 Hz or better

2.52.10 Modulation: AM & FM

2.52.11 Audio Generator: 1 KHz fixed, & variable frequency tone

2.53 Receiver Monitor/Display:

The receiver/monitor shall display demodulated signals on the LCD display/meter and allow audible monitoring via a self-contained speaker.

2.53.1 Frequency Range & Accuracy: Same as for Signal Generator

2.53.2 Input Sensitivity: 2 microvolt maximum for 10 dB SINAD

2.53.3 Input Impedance: 50 ohm, nominal

2.53.4 Deviation Measurement Range: <+/- 2.0 KHz to >+/- 10 KHz peak for full scale display

2.53.5 Deviation Measurement Accuracy: +/- 5%

2.53.6 Demodulated Output Distortion: < 10%

2.53.7 Frequency Meter Error Resolution: 1 Hz/10 sec. gate time

2.54 Oscilloscope

The receiver LCD display should be made available for use as a general purpose oscilloscope to 50 KHz or 500 KHz, depending upon classification/model.

2.55 Spectrum Analyzer

2.55.1 Frequency Range: 400 KHz to 1000 MHz

2.55.2 Dynamic Range: -90 dBm to -30 dBm

2.55.3 Display Range: >70 dB calibrated in dBm

2.55.4 Horizontal Display Calibration: Shall have selectable per-division sweep calibration.

2.55.5 Calibration: A reference signal should be available from the instrument to be used for level calibration.

2.56 Duplex RF Signal Generator

2.56.1 Offset Frequency Range: +/- 10 KHz to +/- 45 MHz

2.56.2 Output Level: >100 microvolt

2.57 Accessories

The monitor shall be provided with a whip antenna designed to make off-the-air measurements, an output cable assembly, and a service manual.

2.58 Operational Considerations

It is the intent of these specifications to buy a dependable communications service monitor to service government-owned communications equipment. The monitor must be ruggedly constructed to withstand severe vibration and shock encountered during travel to remote transmitter sites.

The instrument will be used daily and must be a reliable standard under the specified extremes of temperature and other conditions experienced during routine service procedures. The monitor shall be portable and completely self-contained. The service monitor shall be so constructed and labeled for easy use. Protection should be provided to minimize damage to the instrument by an inadvertent keying of a transmitter into the generator output(s). The generator's output(s) shall withstand a minimum of 100 watts for up to 30 seconds.

2.59 Configurations

Three configurations of monitors shall be proposed separately, depending upon option level and vendor product line. These shall include the following:

2.59.1 Maximum Feature Test Set with Extended Range Duplex Signal Generator (no offset limit within 1-1000 MHz range), Spectrum Analyzer with full span (1-1000 MHz) sweep, Tracking Generator, High Stability Oscillator, & Computer control interface. Must list options required to meet specifications. It requires P25 digital trunking, Smartnet trunking capability. Options may include extended RF range, automatic test and tuning software, additional digital modes including LTE, BER testing (List all trunking modes and other additional options as offered by vendor.)

2.59.2 Full Feature Portable Service Monitor with Duplex Signal Generator (1000 MHz), Spectrum Analyzer (1000 MHz), Tracking Generator (1000 MHz), and High Stability Oscillator (0.5 ppm), with internal Battery Power (List trunking and other additional options as offered by vendor). Units determined to meet the intent of this specification include the Freedom 8000 series and Aeroflex 8800 series**.**

2.60 GENERAL SPECIFICATIONS:

2.60.1 Non-Proprietary Specifications

2.60.1 (a) These specifications describe electronic radio equipment to be used in various Arizona State, VHF High-band, UHF 450 MHz and 700- 800 MHz (Conventional and Trunked) radio communications systems. This document will describe separately, the requirements for fifteen (15) different classes of electronic equipment.

2.60.1 (b) Only the VHF (150-174 MHz) model in all radio lines will be evaluated on technical specifications. If a VHF conventional product qualifies for an award in a product line, then the vendor may add their conventional UHF Band, and qualification of a conventional 800 MHz product will allow a 700 MHz product in the same radio line to be added to the contract, providing the discount percentage is the same as for the VHF or 800 MHz model.

2.60.1 (c) The specifications do not include any proprietary items, components, circuits, or devices which would preclude any communications equipment manufacturer from producing equipment to meet these specifications. All technical tolerances, ratings, power outputs, or any technically specified criteria contained within these specifications are considered to be within the current state of the art and are currently being met by commercially available electronic equipment. The fact that a manufacturer chooses not to produce equipment to meet these specifications is not sufficient cause to adjudge these specifications as restrictive.

2.61 CONTRACTOR SUPPORT (Installation and Maintenance):

2.61.1 Instruction Books, User Guide and Product Literature

The contractor will make available the following equipment documentation to purchasers in any quantity specified by the purchaser over and above the quantity required to be included with the unit price. Manuals will accompany the equipment at time of delivery or may be delivered prior to equipment delivery.

- OPERATORS MANUAL One (1) operators manual will be furnished with each equipment unit. This manual will provide an operational description of the equipment and all other pertinent operational details. This manual must include illustrations or photographs displaying the location and details of the various devices and controls. This manual will be a volume separate from all other manuals.
- INSTALLATION MANUAL the installation manual will consist of printed and illustrated sections that describe the mechanical, electrical and electronic details of assembly sufficient to assure proper operation at completion. This manual may be a section of the service manual. Installation manuals **will be included** with each lot of purchase for example: a) one (1) manual for each base/repeater unit b) one (1) manual for each of the mobile or portable radio units, up to a maximum of ten (10) manuals for each lot of mobile or portable radios. The purchaser will specify additional manuals required with each purchase.
- SERVICE MANUAL The service manual must contain circuit descriptions in verbal and illustrative form which are concise and all inclusive. Sections of the manual will include theory of operation to the component level, parts lists, troubleshooting flow diagrams and charts, instructions for alignment programming, adjustment and/or setup, schematics with normal operating voltages, plus wiring, interface, interconnection and printed circuit layout and assembly diagrams. Also included will be a list of maintenance and test equipment required for equipment maintenance prescribing make, model, description, manufacturer and alternatives. Service

manuals will be included with each lot of purchase in the same manner as described above for the installation manual. The purchaser will specify additional manuals required with each purchase.

2.61.2 Warrantee (additional requirements):

It Contractors shall warrantee all equipment for one (1) year following the equipment's Acceptance.

2.61.3 Parts Support:

All equipment covered by these specifications and any resultant contracts will have a minimum service life of seven (7) years from date of delivery to the purchaser and the contractor will guarantee replacement parts stocking by the contractor and/or authorized distributor for this service life period.

2.62 WORKMANSHIP

All the various types of equipment supplied under this Contract shall be of the latest, most improved model, past the development state and in factory production. Such equipment shall have a satisfactory production performance record as evidenced by product literature supplied by the Contractor and as determined by the State. Equipment without performance data will be subject to a technical evaluation for acceptability. If requested, Contractor shall supply a sample unit to the State within ten (10) days of the request. The sample unit will be returned within sixty (60) days. Components used in the equipment shall be only those specified in Contractor's equipment literature. Contractor shall provide a name and telephone number list of users/agencies that have purchased and installed the proposed equipment for the State's use during the evaluation process.

2.63 PROGRAMMING

Each model of radio shall have a Radio Programming Device available if one is required to program the radio. This software shall be for the highest level and revision of software available, including all maintenance software. The vendor shall agree that purchase of a single software package constitutes a "user" license per-site and may make necessary copies for internal use as required at a site. The vendor shall also offer at a reasonable additional cost, a "system" license for use at up to 10 agency service shops.

3.0 Digital Microwave Terminals

3.1.1 Offer(s) shall be the manufacturer or distributers of the products requested and specified;

3.1.2 Standards and specifications from the following shall be used unless otherwise specified;

3.1.3 Federal Communications Commission (FCC) Title 47 Parts 2, 15, and 101 as applicable;

3.1.4 Bellcore Technical References;

3.1.5 International Telecommunications Union – Telecommunications Standardization Sector (ITU-T), formerly know as CCITT;

3.1.6 International Telecommunications Union Radio Communication Sector (ITU-R), formerly known as CCIR;

3.1.7 Institute of Electrical and Electronic Engineers (IEEE);

3.1.8 MIL-HDBK-217, Reliability Prediction of Electronic Equipment;

3.1.9 Underwirters laboratory (UL);

3.1.10 American National Standards Institute (ANSI);

3.1.11 Electronic Industries Association (EIA);

3.1.12 Telecommunications Industries Association (TIA);

3.1.13 In case of conflicting requirements of standards, they apply in the sequence in which they are listed above. The complete apparatus shall also comply with the applicable codes, laws, and regulations of all governmental agencies having jurisdiction.

3.2 General Requirements

3.2.1 Equipment to be furnished complete:

3.2.1 (a) When requested a fully functional assembly with standard industry interfaces for the signal payload, power connections, alarm I/O connections and any required data or service channel interfaces. All other accessories would be priced separately in the vendors catalogs at a discount off listed price and in as much as these materials may be provided by the purchaser or already exist.

3.2.1 (b) Equipment supplied under this contract shall be new and provided with the latest hardware and software revisions currently being shipped. The Contractor shall notify the Purchaser when any hardware or software revision is incompatible with previously shipped equipment. The Contractor shall identify the incompatibility and shall provide a method to resolve the incompatibility.

3.2.1 (c) Equipment supplied under this contract shall be standard production, identified by model numbers as listed in supplier's catalogs and price pages. All equipment supplied under this contract shall be in full production status. Equipment still in testing phases shall not be accepted.

3.2.2 Instruction Manuals - A complete, comprehensive set of instructions, block diagrams, and operating manuals shall be furnished for each piece of equipment supplied. Manuals shall be provided in the form of printed copy and available on CD Rom at no cost. The intent is for documentation at a level sufficient for maintenance to the lowest replaceable unit. Each instruction manuals shall contain the following as a minimum:

3.2.2 (a) Complete block diagrams including information outlining method of operation, supply voltages, etc. for all equipment.

3.2.2 (b) Circuit diagrams showing internal interconnect wiring of all equipment.

3.2.2 (c) Complete instructions covering operation, theory of operation, and maintenance of all equipment and accessories.

3.2.2 (d) Servicing manuals, instructions, and procedures shall be of sufficient detail in order to perform detailed maintenance down to the sub-assembly level.

3.2.2 (e) Diagrams showing inter-equipment wiring and cabling including terminal block connections.

3.2.2 (f) Normal point-to-point operating voltages, current, and power levels for test and adjustment purposes.

3.2.2 (g) Detailed installation instructions.

3.2.2 (h) Detailed list of all replacement spare parts.

3.2.2 (i) Block and level diagrams.

3.3 As-Built Drawings

Two sets of as-built drawings for the whole system plus one set for each site shall be supplied to the Purchaser indicating the location of the equipment, exterior equipment wiring, cabling, block and level diagrams, and any other details that are either different or omitted from the instruction books supplied. If only equipment has been ordered and not a complete system, the as-built drawings shall show the equipment interconnection details and specific frequencies for each piece of equipment.

3.4 Contractor's Guarantee

Contractor guarantees that the equipment furnished under the contract meets all of the requirements contained within this specification. Product shall meet or exceeds the manufacturers published performance specifications, as well as all equipment furnished shall fully meet all applicable Federal Communications Commission (FCC) rules and Electronic Industries Association (EIA) specifications.

3.5 Warranty Service and Maintenance Contracts

Contractor shall repair or replace without charge to the Purchaser, any equipment or part that which fails in operation during normal use within 24 months from the date of receipt of the equipment. This shall not apply to failures caused by acts of God or extraordinary circumstances beyond the control of the Contractor.

3.5.1 Contractor shall support the following:

3.5.1 (a) maintenance

3.5.1 (b) servicing

3.5.1 (c) removal and replacement of defective parts

3.5.1 (d) adjustments and measurements

3.5.2 In order to maintain the equipment supplied under this contract to the manufacturer's specifications and requirements of the FCC for a period of 2 years from the date of the receipt of the equipment. This shall be at no additional cost for those services requested for malfunctions reported during a normal working day. A normal working day is considered to be Monday through Friday, 0800 to 1700 hours, holidays excepted.

3.5.3 Contractor shall have a technician (at a fee) that has been trained and is competent to maintain the supplied equipment on 24-hour call at all times. Phone numbers and addresses shall be provided of the people to contact in an emergency. If the Purchaser elects to maintain the equipment themselves, the Contractor shall provide 24- hour call-in technical support 7 days a week. Contractor shall provide at time and expense price list for onsite maintenance services which may be purchased on an as needed basis.

3.5.4 When a malfunction is reported and service is requested, the Contractor's technician shall be able to provide technical support within 60 minutes after the Contractor or their representative was notified by the Purchaser.

3.5.5 Contractor shall provide the names of the persons who shall be the primary contact point for service, complaints, and general inquiries. Their names, addresses, and telephone numbers shall be submitted in Section 3 Personnel section.

3.5.6 Contractor shall quote when requested, charges for malfunctions reported, service requested, and maintenance performed as follows:

3.5.6 (a) After 1700 and before 2400 hours, Monday through Friday.

3.5.6 (b) After 2400 and before 0800 hours, Monday through Friday.

3.5.6 (c) Saturday, Sunday, and holidays.

3.5.7 Equipment or part replaced under the provisions of this warranty becomes the property of the Contractor. If the Contractor desires the defective equipment or part returned all

transportation charges shall be the responsibility of the Contractor. If the Contractor does not specifically request return of such replaced parts within the 30 days from date of replacement, the equipment or parts become property of the Purchaser. Contractor shall provide repair and return service for two years at no charge.

3.5.8 Replacement parts shall be regularly stocked by the Contractor and/or authorized distributor. Delay in the Purchaser's receipt of replacement parts shall not exceed ten calendar days from Contractor's or distributor's receipt of order.

3.5.9 Contractor shall guarantee deliver of emergency orders within 48 hours from receipt of order. Emergency orders shall be transported by the most expedient manner available with the transportation cost borne by the Purchaser less normal shipping cost.

3.6 Failure to Meet Requirements of Specifications

3.6.1 Should any of the inspections, tests, or operation of the equipment under service conditions show that the system or equipment does not meet the requirements of the specifications, the Purchaser shall reject the equipment and direct the Contractor to immediately furnish such new equipment or parts thereof, as may be necessary to bring it up to the requirements of the specifications.

3.6.2 Material and equipment furnished shall be subject to approval by the Purchaser(s), including engineers selected to review the products with regard to design, operation, performance and requirements of this specification. The acceptance of equipment or parts thereof shall in no way relieve the vendor of responsibility for furnishing equipment that meets this specification in all detail.

3.7 Detailed Specifications of Equipment

3.7.1 Contractor shall submit a complete description of the operation of the quoted equipment when requested. The description shall include detailed specifications, photographs, panel layouts with labeled controls, model numbers, and, in general, show all phases of the quoted equipment. These specifications must be complete and cover in detail all requirements set forth herein. Any deviation from these specifications shall be fully explained. No quote shall be considered that does not fulfill these requirements.

3.7.2 Differences may exist in physical arrangements and mechanical construction of standard products of various manufacturers. However, the requirements as stated in this section describe a state-of-the-art microwave radio system concept as related to the operation, expansion, maintenance, and requirements. Equipment offered that does not meet these requirements must have a detailed statement of where deviations exist. A description describing exactly how the equipment differs and the reasons the equipment is equivalent to the requirements of the specification.

3.8 Maintenance and Test Equipment List

3.8.1 Contractor shall if provide when requested, a list of recommended spare parts and test equipment deemed necessary to maintain the equipment.

3.9 Material and Workmanship

3.9.1 Material and workmanship shall conform as specified to the latest standardizing bodies as the IEEE, EIA, NEMA, NEC, FCC, etc. Applicable EIA standards shall be fully met, including all panel and equipment mounting rails, except as required by special circumstances. All material shall be free from defects, corrosion, and scratches.

3.10 Test Procedures

3.10.1 Test procedures shall be conducted as outlined in the EIA standards and IEEE specifications.

3.11 Identification

3.11.1 Operational controls and adjustments, plug-in-cards, sockets, and terminal strips shall have suitable nameplates or stamps for the identification of function or purpose. All cables, plugs, and sockets shall be marked to provide correct mating.

3.12 Servicing

3.12.1 Units shall be readily available for routine servicing. If module or card extenders are required for servicing, then one of each required type shall be furnished.

3.13 Factory Testing

3.13.1 Each unit and assembly shall undergo extensive testing prior to shipment from the factory. These tests shall encompass all aspects and functions of the equipment from the component to the unit entirety. Each delivered unit shall be accompanied by a printed record of the dynamic functional test results for that particular unit.

3.13.2 Equipment purchased shall be system tested at the factory prior to shipment to insure proper operation, alignment, and compatibility.

3.13.3 Contractor shall allow the Purchaser to witness the factory testing. The Contractor shall notify the Purchaser a minimum of 30 days prior to factory testing to allow the Purchaser to make travel arrangements. The Purchaser has the right to decline. Equipment purchased under this contract shall have a minimum service life of 10 years from the date of delivery to the Purchaser. Contractor shall maintain replacement parts for this service period. Should parts or equipment purchased becomes nonfunctional within the 10-year service life period; the Contractor shall find approved replacement equipment or new equipment to the Purchaser for the same price as the original equipment.

3.14 Training

3.14.1 Contractor shall provide training to the Purchaser's personnel in the operation of all of the equipment supplied under this contract. The training shall be supplied at the Contractor's training facility and shall be provided at no cost based on the amount equipment purchased as follows:

3.14.1 (a) 1 to 2 hops of equipment Purchaser pays full cost of training class.

3.14.1 (b) 3 to 5 hops of equipment Contractor provides one seat of training at no cost.

3.14.1 (c) 5 to 7 hops of equipment Contractor provides two seats of training at no cost.

3.14.1 (d) 8 and above Contractor provides three seats of training at no cost plus one additional seat at no cost for every two hops above 11 hops.

3.14.2 In all cases, the Purchaser shall be responsible for travel, lodging, and per diem costs for the people they send to training.

3.14.3 Contractor shall provide technical training in the operation of all of the user equipment supplied. This training shall include:

3.14.3 (a) Training in the operation of the equipment and basic troubleshooting techniques. This may include basic board replacement repair where appropriate.

3.14.3 (b) The Contractor shall provide factory training in the repair and maintenance of the equipment as applicable. This training shall be at the technician level and shall detail the maintenance, operation, level setting, and repair of any electronic equipment being provided.

3.14.4 Contractor shall set forth the cost for optional additional hours of training and for any optional or additional factory or field classes available.

3.14.5 Contractor shall coordinate any training schedule with the Purchaser 45 days prior to starting any training. The Contractor shall provide a training compendium at that time for Purchaser approval.

3.15 System Options

3.15.1 Options listed below shall be provided if requested by the State. The prices for these options are to be quoted in single unit quantities. The Purchaser may order any of the following features without any requirement to order any other option. All optional equipment shall meet the requirements of this specification as applicable.

3.15.2 Frequency coordination services as required to comply with FCC rules and licensing instructions. This shall include services required by the FCC at the time the frequency coordination is requested. Provide the cost on a “per-hop” basis.

3.15.3 Field Engineering Work: Provide a quotation for optional field engineering services for the microwave paths. These services shall include but are not limited to:

3.15.3 (a) Path engineering, including coordinating with the frequency coordinator to determine the correct frequency band considering interference as well as the physical characteristics of the path.

3.15.3 (b) Physical inspection of the sites and verification of the microwave paths.

3.15.3 (c) Providing written documentation showing photographs of the sites, site drawings, and equipment installation locations.

3.15.3 (d) Provide the cost on a per-hour basis.

3.15.4 Installation Services: A quotation for optional field installation services for the microwave equipment, antennas, waveguide, and ancillary equipment. Provide this price on an hourly basis.

3.15.5 No DS1 Multiplex: A deduct option shall be provided to remove the DS1 multiplex for all microwave radio equipment with channel capacities of 28 DS1s and above.

3.15.6 Encryption: Provide a quotation for available encryption options for the microwave equipment.

3.16 <u>Non-Frequency Specific Requirements</u>

3.16.1 Equipment is required to comply with these requirements unless specified elsewhere. These specifications apply to three (3) classes of microwave systems: TDM (DS1s/DS3s), Hybrid (supporting both TDM and Packet on their native modes), and Packet only radios.

3.16.2 Component Ratings: Each and every component part of the equipment shall be operated within the manufacturer's continuous commercial-duty rating under any combination of operating conditions specified. Relays and switches shall be hermetically sealed and rated for a minimum of 2 million operations.

3.16.3 Overload Protection: Adequate fuses, circuit breakers, or other electronic devices shall be included to protect the equipment from internal and external faults. In the event these fusing devices are employed in circuits exhibiting false operation and yet protect the equipment from a sustained overload.

3.17 Printed Circuit Connections

3.17.1 Panel-end cable connections are necessary to extend and interconnect the circuits to other module panels, wire cables may be used, but they shall be made with stranded wire and of sufficient gage and secured so as to equal the quality and reliability achieved from the printed circuit inter-module connections within a panel. Solid-wire cables shall not be used where cables shall be flexed.

3.17.2 Electrostatic Protection: The Contractor shall provide electrostatic protection device, one per unit.

3.17.3 Electromagnetic Susceptibility and Spurious Radiation

3.17.4 As a minimum, the equipment shall meet or exceed the spurious radiated signal requirements of FCC Rules, Title 47, Part 15, Subpart J for Class B computing devices.

3.17.5 Microwave equipment supplied under this specification and contract shall be capable of operating normally when located in a rack adjacent to Part 90 LMR base stations, and not less than 3 meters from high-power TV and FM broadcast transmitters.

3.17.6 Equipment when all covers are installed shall operate normally if a portable radio transmitter operating at 5 watts or less in the 136 to 174 MHz band, 4 watts or less in the 450 to 470 MHz band, and 3 watts or less in the 746 to 806 / 806 to 869 MHz band, is keyed not less than 2 meters from the closest point on the equipment.

3.17.7 Should equipment fail to operate properly under the conditions described above in this section, the Contractor shall be responsible for making any repairs or modifications to the equipment supplied at the Contractor's expense. The Purchaser shall be responsible for making sure any non-Contractor-supplied equipment is operating within specification.

3.18 Mechanical Requirements

3.18.1 Indoor mounted equipment shall be supplied in EIA standard, 7-foot or 7 1/2-foot, 19-inch or 23-inch racks. These racks shall be equipped with standard 1-3/4" rack spacing and drilled and tapped for standard 12-24 NF screws. The rack shall be included in the equipment pricing.

3.18.2 RF units and other equipment designed to be mounted outdoors shall be capable of optionally installing the equipment indoors in a standard EIA equipment rack.

3.18.3 Equipment shall be supplied that shall allow for two complete RF and multiplex equipment assemblies to be mounted in the same rack space to allow for a complete hot-standby repeater or hot-standby terminal to be installed in a single rack space.

3.18.4 Outdoor mounted equipment shall be provided in weatherproof housing including a sun shield as an option available to reduce the amount of heating due to solar isolation.

3.18.5 Equipment shall not be susceptible to bit errors, false alarms, or other abnormal operation when subjected to shock and vibration normally anticipated to be received during normal maintenance actions such as pulling and removing circuit cards, replacing covers, or connecting test equipment either in the immediate rack or an adjacent rack.

3.18.6 Parts requiring service or maintenance must be accessible during normal operation. If covers, shields, or assemblies have to be removed for service, special tools other than a screwdriver and pliers shall not be required. The fasteners holding items that are removed during service must be a captive type, designed for frequent use. All chassis shall be designed to be physically and electrically detached conveniently from the rack for replacement or bench service. All inter-chassis and interrack cabling or wiring shall have connectors designed for rapid connection and disconnection. All cable connectors shall have cable clamps.

3.18.7 Wiring and cabling shall be supported such that the weight of the cable or pressure from bending is not transferred to the connector pins, wire-wrap point, or solder connection.

3.18.8 Any piece of equipment or contact area on the equipment that is capable of inflicting an electrical shock or causing mechanical damage to a person working on the equipment shall have protective covers and shall have appropriate warning labels.

3.18.9 No liquid cooling systems shall be allowed as part of this equipment.

3.19 Environmental

3.19.1 Indoor mounted equipment shall operate as specified under the following room ambient environmental conditions:

3.19.1 (a) Operating Temperature -10 degrees C to +50 degrees C

3.19.1 (b) Relative Humidity 5% to 95%, non-condensing at all operating temperatures

3.19.1 (c) Operating Altitude 4,000 meters

3.19.2 Outdoor mounted equipment shall operate as specified under the following outside ambient environmental conditions:

3.19.2 (a) Operating Temperature -30 degrees C to +55 degrees C

3.19.2 (b) Relative Humidity 5% to 95%, non-condensing at all operating temperatures

3.19.2 (c) Operating Altitude 4,000 meters

3.20 Multiplex Equipment

3.20.1 Terminal and repeater equipment shall be supplied with multiplex equipment to convert the signaling speeds and formats internal to the microwave equipment to industry standard interfaces. These interfaces may include DS0/DS1/DS3, OC3/SONET, Ethernet, and MPLS. Support of these interfaces may be by both internal and/or external hardware.

3.20.2 Multiplex equipment shall be provided for the maximum capacity of the radio equipment being provided.

3.20.3 Multiplex equipment shall mount in the same rack as the microwave radio equipment.

3.20.4 Multiplex equipment shall report equipment and transmission alarms and shall provide an interface into the microwave radio alarm system so a single alarm interface is presented to the technician or person using the alarm system.

3.20.5 Multiplexers shall be capable of performing looping back, as appropriate, on any DS-1, DS-3, or OC-3 signal levels.

3.20.6 T1 digital channel banks should be offered with standard audio and data interfaces. Options that enhance the users flexibility are encouraged.

3.21 Alarm and Control

3.21.1 Alarms shall be available for display and metering locally as well as from any other terminal or repeater connected in the system to the same alarm and control system.

3.21.2 System including multiplex shall provide alarm and control capabilities via Simple Network Management Protocol (SNMP). Any applicable private vendor MIB shall be provided to Purchaser upon request without cost to the Purchaser.

3.21.3 Microwave equipment shall be equipped with front panel system status or a small handheld unit with displays and controls. A computer interface port should be provided for access to more detailed information or advanced features. However, all historical alarm events shall be available to the operator through a laptop port.

3.22 DC Power Requirements

3.22.1 Equipment supplied under this contract shall operate as specified with either a positive or negative ground over a voltage range from 21 to 28 VDC and 42 to 56 VDC with a 200 mV (RMS) ripple.

3.22.2 Radio assembly shall contribute no more that 30 mV RMS ripple to the DC bus, assuming a 400 amp-hour (AH) battery with the system bus rating of 100 A.

3.22.3 Radio rack assembly shall be equipped with a DC distribution facility including power bus, ground bus, and fuse or circuit breaker panel. This DC distribution facility shall provide main DC power for all the equipment installed in the rack. The DC distribution facility shall be equipped with an alarm system to provide an alarm contact whenever a fuse or circuit breaker has opened.

3.22.4 Systems shall provide “fail-safe” operation when the input voltages are outside the required operating range above. This means the radios shall not be subjected to damage or random operation. When the voltage returns to the normal operating limits, the

equipment shall restore normal operation without operator or technician intervention or requiring power to be removed to "reset" the equipment.

3.22.5 Radio equipment configured two or more to a rack shall be individually fused. A power supply failure in one radio assembly shall not affect any other path or hop. This includes the repair or replacement of the failed unit.

3.23 Service Channel and Orderwire

3.23.1 Radio terminal or repeater assembly shall be equipped with a minimum of two service channels capable of the following:

3.23.1 (a) One two-wire audio channel with a 600 ohm input.

3.23.1 (b) A data channel that interfaces at the RS-232 level

3.23.2 Service channels shall not decrease the traffic capacity of the system.

3.23.3 Service channels shall automatically be switched when installed in a radio network using a protected configuration (e.g., loop protection, hot-standby).

3.24 Redundancy and Protection

3.24.1 Microwave equipment shall be designed for reliable operation through the use of redundant power supplies and other common equipment.

3.24.2 Alarm condition shall be generated any time any equipment, with the exception of diversity receive, is operating in a protection mode.

3.24.3 Switching times, including maximum manual switching time, for all equipment shall be stated. Maximum bit errors incurred and transmitter failure confirmation time shall also be included.

3.24.4 Equipment shall provide both manual and automatic error free switching, receive only (and does not apply to 18 and 23GHz).

3.24.5 Complete or partial failure of the protection control or switching shall not render the microwave link inoperable. Any failure of the protection control or switching equipment shall generate a major alarm.

3.24.6 Equipment shall be designed so that protection circuits and units not in service can be tested and repaired without affecting the online system operation.

3.24.7 Amplitude of the digital output signal shall not change more than 2 dB as a result of a transmitter protection switching action.

3.24.8 If both receivers in a hot-standby configuration indicated a received signal level of less than the threshold, the protection circuits shall cause a reverse channel signal to be transmitted to command the standby transmitter to switch on at the far end. This requirement only applies to 6GHz, and 11Ghz systems.

3.25 Space Diversity

3.25.1 Equipment supplied with space diversity receive capability shall provide errorless switching between the transition from one receiver to the other.

3.26 Adaptive Equalization

3.26.1 Adaptive equalization shall be included in all radio receivers. The dispersive fade margin shall be greater than or equal to:

3.26.1 (a) 60 dB for radios operating at DS-3 rates and below

3.26.1 (b) 46 dB for radios operating at 2 DS-3 rates and above

3.26.1 (c) 39 dB for radios operating at OC3-3 rates and above

3.26.1 (d) 50 dB for radios operating 18GHz

3.26.1 (e) 40 dB for radios operating 23GHz

3.26.2 If Co-Channel Cross-Polarization Interference Correction (XPIC) Equalization is offered, the Contractor should so indicate.

3.27 General Radio Digital Performance

This section describes the general performance requirements for bit error rates. Reframe time and frame-lost seconds (FLS). A frame-lost second (FLS) is defined as a 1 second interval during which an out-of-frame condition exists or when the BER is 1x10E-3 or less. No FLS seconds shall be recorded in any consecutive 7-day test period when there are no radio fading effects. The recovery time of the radio from out-of-frame and out-of-synchronization conditions to reframed and resynchronized conditions shall nominally be 0.25 second or less. No more than 5 percent of the recovery times shall exceed 0.5 second. The maximum recovery time shall be 2 seconds or less. The reframe time (search time plus time to establish frame alignment) shall not exceed 7 ms for the level 2 (DS-2 with additional overhead bits) to the DS-1 stage of multiplexing.

3.28 DS-1 Digital Performance and Interface

3.28.1 DS-1 low-speed interface shall be as per Bellcore TR-NWT-000499 and ANSI T1.102 as applicable.

3.28.2 Basic specification shall be as follows:

3.28.2 (a) Data Rate: 1.544M bps ± 32 ppm

3.28.2 (b) Line Impedance: 100 ohms, ± 5 percent, balanced

3.28.2 (c) Line Code: User-selectable bipolar AMI or B8ZS

3.28.2 (d) Jitter Accommodation: per TR-NWT-000499 and TR-NWT-00499

3.28.3 Residual bit error rate shall not be greater than 1 in 10-12.

3.28.4 Loss of synchronization of any DS-1 signal shall cause an Alarm Indication Signal (AIS) of all ones to be transmitted. This AIS signal shall be repeated throughout the system as applicable.

3.29 DS-3 Digital Performance ad Interface

3.29.1 DS-3 high-speed interfaces shall be per Bellcore TR-NWT-000499 and ANSI T1.102.

3.29.2 Basic interface specification is as follows:

3.29.2 (a) Data Rate: 44.736M bps, ± 20 ppm

3.29.2 (b) Line code: B3ZS

3.29.2 (c) Line Impedance: 75 ohms, unbalanced

3.29.2 (d) Jitter Accommodation: per TR-TSY-000499 and TR-NWT-00499.

3.30 OC-3 Digital Performance and Interface

3.30.1 OC-3 interface shall comply with ANSI T1.106/88, T1.105a/90, and T1.105/90 specifications.

3.31 General Transmitter Specifications

3.31.1 Frequency tolerance shall meet or exceed FCC Part 101.107. Frequency stability is expected to be ±0.0025 percent or greater over the full operating range of the equipment.

3.31.2 Failure of a redundant amplifier in hot-standby configurations shall not reduce the power output from the radio.

3.31.3 Replacement of a failed redundant (standby) amplifier shall not cause a system outage.

3.31.4 Transmitter shall be equipped with ability to monitor output power and frequency on an in-service basis.

3.32 Regulatory Compliance

3.32.1 Radio equipment supplied under this contract shall meet the requirement of the current Sub-Sections of Volume 47 of the Federal Code of Regulations.

3.33 Outdoor Mounted RF Unit

3.33.1 Outdoor mounted RF unit when supplied shall comply with the requirements of this section.

3.33.2 Operating temperature range shall be -30 degrees C to +55 degrees C.

3.33.3 Unit shall be weatherproof.

3.33.4 Outdoor RF unit shall connect to the indoor IF and control unit using a 50-ohm coaxial cable. The coaxial cable shall transport signals and DC power to the RF unit.

3.33.5 It shall be possible to install the remote unit with up to 1,000 feet of cable between it and the indoor control unit.

3.33.6 Outdoor unit shall have a rack-mounting option so the outdoor unit may be collocated with the indoor unit.

3.34 RF Performance Characteristics for Radio Equipment Operating in the 900 MHz Microwave Radio Band

3.35 For the Band of 928 to 960 MHz with bandwidths of 100 and 200 KHz

3.35.1 Contractor shall provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.36 Frequency Tolerance

3.36.1 Frequency tolerance shall meet or exceed FCC Part 101.107. Frequency stability is expected to be 2.5 ppm or greater over the full operating range of the equipment.

3.37 Feed Connection

3.37.1 Type “N” connectors are the expected feedline terminations.

3.38 RF Power Levels

3.38.1 Power levels shall be user adjustable up to a +29 dBm output.

3.39 Receiver Thresholds

3.39.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

3.39.1 (a)	Bandwidth	Received Signal Level (RSL) in dBm
3.39.1 (b)	100 KHz	-94 96
3.39.1 (c)	200 KHz	-90 91

3.39.2 Contractors may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.40 RF Performance Characteristics for Radio Equipment Operating in the 5.9-7.1 GHz Microwave Radio Band.

3.41 6 GHz Frequency Range and Bandwidth

3.41.1 Equipment supplied for this band shall comply with the following requirements, with payload capacities in compliance with FCC Part 101.141:

3.41.2 Desired capacities are from 8xDS1 to 3DS3/OC3 (and equivalent Ethernet data rates) and bandwidths from 3.75 to 30 MHz.

3.41.3 Contractor may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.42 Feedline Connection

3.42.1 Antenna connection shall be a CPR-137G. If an adapter is required to convert from the standard flange on the radio unit, it shall be supplied and included in the unit price.

3.42.2 System shall operate with an antenna system with a peak return loss of 18 dB or greater.

3.42.3 Feedline connection point shall be at the top of the radio, clear of any obstructions. In cases where the radios are mounted two or more to a rack, the feedline connection may exit perpendicular to the back of the radio. However, in those cases, the Contractor shall supply a rigid waveguide right-angle section to allow the connection to be made vertically.

3.42.4 Antenna coupling unit shall have an option to accommodate the interconnection of additional analog or digital microwave radios to a common waveguide antenna feeder system.

3.42.5 Systems with ODU mounted outdoors at the antenna port, there shall be options to connect to antenna directly or remotely.

3.43 RF Power Levels

3.43.1 Equipment shall have a minimum output High power level of +26dBm and Low Power level of less than or equal to +21dBm

3.43.2 Power levels shall be measured at the top of the waveguide flange and shall include all branching losses. Hot-standby configurations may have power levels reduced from the levels listed above to account for switching losses.

3.43.3 Automatic transmitter power control (ATPC) shall be available as an option. It shall be capable of being disabled in the field by operator programming.

3.44 Receiver Thresholds

3.44.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a nonprotected configuration. Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

3.44.1 (a)	8- DS-1/ 3.75 MHz	-77	77	83	83
3.44.1 (b)	16 - DS-1/ 5 MHz	-75	77	76	78
3.44.1 (c)	28 - DS-1/ 10 MHz	-74	77	74	77 78
3.44.1 (d)	84 - DS-1/ 30 MHz	-70	73	70	71 75

3.44.2 Received threshold levels shall be measured at the top of the flange and shall include all branching losses.

3.45 <u>RF Performance Characteristics for Radio Equipment Operating in the 10-11 GHz Microwave Radio Band.</u>

3.46 10-11 GHz Frequency Range and Bandwidth

3.46.1 Equipment supplied for this band shall comply with the following requirements, with payload capacities in compliance with FCC Part 101.141:

3.46.2 Desired capacities are from 8xDS1 to 3DS3/OC3 (and equivalent Ethernet data rates) and bandwidths from 3.75 to 30 MHz.

3.46.3 Contractor may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.47 Feedline Connection

3.47.1 Antenna connection shall be a CPR-90G. If an adapter is required to convert from the standard flange on the radio unit, it shall be supplied and included in the unit price.

3.47.2 System shall operate with an antenna system with a peak return loss of 23 dB or greater.

3.47.3 A single feedline connection point shall be provided for all radio configurations except space diversity. Space diversity configurations shall have two feedline connection points—one for one receiver and any transmitters and the other for the diversity receiver.

3.47.4 Feedline connection point shall be at the top of the radio, clear of any obstructions. In cases where the radios are mounted two or more to a rack, the feedline connection may

exit perpendicular to the back of the radio. However, in those cases, the Contractor shall supply a rigid waveguide right-angle section to allow the connection to be made vertically.

3.47.5 Antenna coupling unit shall have an option to accommodate the interconnection of additional analog or digital microwave radios to a common waveguide antenna feeder system.

3.48 RF Power Levels

3.48.1 Equipment shall have a minimum output High power level of +27dBm and Low Power level of less than or equal to +20dBm.

3.48.2 Automatic transmitter power control (ATPC) shall be available as an option. It shall be capable of being disabled in the field by operator programming.

3.49 Receiver Thresholds

3.49.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a nonprotected configuration. Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

	Capacity	Received Signal Level (RSL) in dBm				
3.49.1 (a)	8 - DS-1 / 3.75 MHz	-76	76			82
3.49.1 (b)	16 - DS-1 / 5 MHz	-75	76			76
3.49.1 (c)	28 - DS-1 / 10 MHz	-73	76	73	76	77
3.49.1 (d)	84 - DS-1 / 30 MHz	-68	72	69	71	73

3.49.2 Received threshold levels shall be measured at the top of the flange and shall include all branching losses.

3.50 RF Performance Characteristics for Radio Equipment Operating in the 18 GHz Microwave Radio Band

3.51 Frequency Range and Bandwidth

3.51.1 Equipment supplied for this band shall comply with the following requirements, with payload capacities in compliance with FCC Part 101.141:

3.51.2 Desired capacities are from 16xDS1 to 3DS3/OC3 (and equivalent Ethernet data rates) and bandwidths from 5 to 30 MHz.

3.51.3 Contractor may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.52 Feedline Connection

3.52.1 Antenna connection shall be a UG-595/U. If an adapter is required to convert from the standard flange on the radio unit, it shall be supplied and included in the unit price.

3.52.2 System shall operate with an antenna system with a peak return loss of 15 dB or greater.

3.52.3 A single feedline connection point shall be provided for all radio configurations except space diversity. Space diversity configurations shall have two feedline connection points—one for one receiver and any transmitters and the other for the diversity receiver. In lieu of this arrangement, two antennas and two RF units may be used with one RF unit operating at a time. If space diversity is not commonly deployed, nor useful at these frequencies, fully describe in your answer.

3.52.4 Feedline connection point shall be clear of any obstructions.

3.52.5 RF unit and antenna is to be mounted outdoors, then options shall be provided to integrate them.

3.53 RF Power Levels

3.53.1 Equipment shall have a minimum output power level of +16dBm for 16 QAM and 20dBm for QPSK. Bidders may provide additional power level options.

3.53.2 Power levels shall be measured at the top of the waveguide flange and shall include all branching losses. Hot-standby configurations may have power levels reduced from the levels listed above to account for switching losses.

3.54 Receiver Thresholds

3.54.1 **Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a non-protected configuration.**

3.54.2 **Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.**

Capacity	Received Signal Level (RSL) in dBm		
3.54.2 (a)	Power16 - DS-1 / 5 MHz		-77
3.54.2 (b)	28 - DS-1 / 10 MHz	-80	
3.54.2 (c)	84 - DS-1 / 30 MHz	-67	73

3.54.3 Received threshold levels shall be measured at the top of the flange and shall include all branching losses.

3.55 RF Performance Characteristics for Radio Equipment Operating in the 23 GHz Microwave Radio Band

3.56 Frequency Range and Bandwidth

3.56.1 Equipment supplied for this band shall comply with the following requirements, with payload capacities in compliance with FCC Part 101.141:

3.56.2 Desired capacities are from 16xDS1 to 3DS3/OC3 (and equivalent Ethernet data rates) and bandwidths from 5 to 50 MHz.

3.56.3 Contractor may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.57 Feedline Connection

3.57.1 Antenna connection shall be a UG-595/U. If an adapter is required to convert from the standard flange on the radio unit, it shall be supplied and included in the unit price.

3.57.2 System shall operate with an antenna system with a peak return loss of 15 dB or greater.

3.57.3 Single feedline connection point shall be provided for all radio configurations except space diversity. Space diversity configurations shall have two feedline connection points—one for one receiver and any transmitters and the other for the diversity receiver. (In lieu of this arrangement, two antennas and two RF units may be used with one RF unit operating at a time. If space diversity is not commonly deployed, nor useful at these frequencies, fully describe in your quote.)

3.57.4 Feedline connection point shall be clear of any obstructions.

3.57.5 RF unit and antenna is to be mounted outdoors, then options shall be provided to integrate them.

3.58 Receivers Thresholds

3.58.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a nonprotected configuration.

3.58.2 Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

Capacity Received Signal Level (RSL) in dBm

3.58.2 (a)	16 - DS-1	-78	
3.58.2 (b)	28 - DS-1	-78	
3.58.2 (c)	84 - DS-1	-68	73

3.58.3 Received threshold levels shall be measured at the top of the flange and shall include all branching losses.

4.0 LMR Base Station Antennas, Microwave Antennas

4.1 Offer(s) and Product Qualifications

4.1.1 Offer(s) shall be the manufacturer or distributers of the products requested and specified;

4.1.2 This solicitation describes Base Station Antennas for use in public safety land mobile systems. Antennas should provide selection of operating frequency, bandwidth, gain, antenna style, and construction format. The public safety frequency bands specifically requested for this section include: VHF (150 to 160 MHz), UHF (450 to 474 MHz), 700 (758 to 806 MHz), and 800 (806 to 869MHz). Additional bands and broader bandwidths, than those listed, is desirable but not specifically required; and

4.1.3 Antennas need to be designed for durability and reliability. Designed for the heat, cold, ice and wind conditions. Arizona's record high temperature was 122 degrees and had a record low of -40 degrees. Mountain top wind speeds can be in access of 100 MPH. While not typical, wind speeds in access of 140 MPH have been reported. VSWR shall be 1.5:1 or better at the rated frequency/bandwidth, nominal impendence of 50 ohms. Low PIM performance may be a consideration for some agencies.

4.2 Type(s) of LMR Antennas

4.2.1 The following antennas shall operate in the bands listed above.

4.2.1 (a) Fiberglass collinear antennas;

4.2.1 (b) Exposed dipole antennas - User adjustable patterns shall be a consideration for some users;

4.2.1 (c) Directional antennas; yagi, log periodic, and corner reflector antennas;

4.2.1 (d) Flat panel antennas; and

4.2.1 (e) Ground plane, discone, and other unity gain antennas.

4.3 Microwave Antennas (Dishes)

4.3.1 Microwave Antenna (Dishes) shall be the latest state of the art Microwave Antennas and Associated Equipment of use in specified frequency bands to meet the needs of the Eligible Agencies.

4.3.2 All equipment selected as suitable for purchase shall be given classification within the frequency band groups as follows:

Frequency Band

4.3.2 (a) 5.925-7.125 GHz

4.3.2 (b) 10.70-11.70 GHz

4.3.2 (c) 17.70-19.70 GHz

4.3.2 (d) 21.8-23.60 GHz

4.3.3 Federal Communications Commission (FCC) Rules and Regulations and amendments; E.I.A. Standards and amendments, RS222. (Latest Version)

4.3.4 All material and workmanship shall be of the type and grade most suitable for the application. All material shall be new and free from defects.

4.3.5 Unless specifically excepted by the terms of these specifications, any part or accessories ordinarily furnished or required to make the equipment, herein specified, a complete operating unit shall be furnished by the Vendor.

4.3.6 The contractor shall make available equipment documentation to The State's as specified herein. This documentation shall accompany the equipment at the time of delivery. Documentation costs for State's specified manuals shall be included as separate bid items. A copy of radiation patterns shall be provided at no cost if requested.

4.4 Service, Installation and Operations Manuals

4.4.1 Installation and or operation manuals shall be furnished with each order; each manual shall contain the following:

4.4.1 (a) Detailed drawings or clear photographs showing location of parts and hardware associated with antenna or connector assembly or mounting.

4.4.1 (b) Complete diagrams including information outlining method of operation, supply voltages, currents, and power requirements for each model of dehydrators.

4.5 Equipment Service Life

4.5.1 All equipment covered by these specifications and any resultant contracts shall have a minimum service life of ten (10) years from date of delivery to the State. The contractor shall guarantee replacement parts stocking for this service life period.

4.5.2 Each shall guarantee repair or replacement of any equipment or part thereof that fails in operation during normal and proper use within two (2) years from the date of State's receipt due to defects in design, material or workmanship, consummation of final acceptance and payment notwithstanding. These replacements shall be provided with no charge to the State.

4.5.3 Any equipment or part replaced under the provisions of this warranty becomes the property of the. If the vendor desires the defective equipment or part returned, The contractor shall pay all transportation charges and make all arrangements for the return. If the does not specifically request return of such replaced parts within thirty (30) days from the date of replacement, the equipment for parts become property of the State.

4.5.4 Replacement parts shall be regularly stocked by the manufacturer and/or authorized distributor. Delay in State's receipt of replacement parts shall not exceed thirty (30) consecutive days from manufacturer or distributor's receipt of order.

4.5.5 Emergency orders shall be transported by the most expedient manner available as agreed upon with the transportation cost born by the State less normal shipping cost.

4.6 General Equipment Characteristics

4.6.1 **Environmental** - All antennas shall survive wind velocities of one hundred (100) miles per hour with one (1) inch of radial ice and no more than 0.1 degree of deflection in seventy (70) mile per hour wind.

4.6.2 **Environmental** - All antennas shall remain operational within the temperature range of (-40 to 135 degree F)

4.6.3 **Environmental** - All antennas and associated hardware shall be non-corrosive, non-rust material. This can be accomplished by supplying Hot Dipped Galvanized or Stainless Steel hardware. Plated steel shall not be accepted. Aluminum antennas shall be painted with corrosion resistant paint.

4.6.4 **Environmental** - Field assembly of all antennas shall only be between antenna parabola, feed, antenna mount and fixed and/or slide assemblies. Antenna mount assembly is permitted.

4.6.5 **Environmental** - Parabolic solid antennas shall be equipped to include mounting hardware for a 4.5" vertical O.D. mounting pipe. Parabolic grid antennas shall be equipped to include mounting hardware for either a 1.9" – 3.5" or a 4.5" vertical O.D.(Outside Diameter) mounting pipe.

4.6.6 **Environmental** - Parabolic solid antennas shall have a reflector surface tolerance designed so that antenna feeds could be interchanged between 6GHz and 11 GHz without loss to antenna gain. Antenna feeds should also be interchangeable in the 18GHz and 23GHz dishes.

4.6.7 **Operational** - Material and workmanship shall be of the type and grade most suitable for the application and shall conform as a minimum unless otherwise specified to the latest applicable standards, specifications, recommended practices and procedures of such standardizing bodies as the I.E.E.E(Institute of Electrical and Electronics Engineers), N.E.M.A.(National Electrical Manufacturers Association), F.C.C.(Federal Communications Commission).

4.7 Microwave Antennas

4.7.1 The specifications listed herein are minimum requirements. These dish examples are for evaluation of the offered product lines. Frequencies listed represent the basic band of operation, which may consist of operational sub-bands. *A range variance of up to a maximum of -1 DB has been identified as acceptable. # VSWR is for standard bandwidths, a wide-bandwidth dish in the same product time with lesser VSWR performance is expected and acceptable.

Standard Performance, 5.925-7.125 GHz Band, Single Polarization , CPR 137G Input Flange

Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
6	38.4	38.7	39.1	A	1.9	30	55	1.3
8	40.1	41.2	40.3	A	1.5	30	55	1.3
10	42.8	43.2	43.5	A	1.2	30	61	1.3

High Performance, 5.925-7.125 GHz Band, Single Polarization, CPR137G Input

Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
6	38.4	39.	39.3	A	1.9	30	62	1.08
8	41.2	41.6	42	A	1.5	30	66	1.08
10	43	43.4	43.7	A	1.2	30	69	1.08

Ultra High Performance, 5.925-7.125 GHz, Super High Cross Polarization, CPR137G Input

Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
6	38.3	38.7	39	A	1.9	40	69	1.08
8	40.9	41.3	41.7	A	1.5	40	71	1.08
10	43	43.2	43.5	A	1.2	40	74	1.08

Standard Performance, 10.5-11.7 GHz, Single Polarization , CPR 90G Input Flange								
Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
4	40.1	40.5	40.9	A	1.7	30	46	1.08
6	43.2	43.3	43.4	A	1.2	30	60	1.08
8	45.8	46.0	46.2	A	0.9	30	62	1.08

High Performance, 10.5-11.7 GHz Single Polarization, CPR90G – PBR 100 Input								
Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
4	39.7	39.8	39.9	A	1.7	30	61	1.08
6	43.5	43.6	43.7	A	1.1	30	68	1.08
8	45.7	45.9	46	A	0.8	30	68	1.08

Ultra High Performance, 10.5-11.7 GHz, Super High Cross Polarization, CPR90G – PBR 100 Input								
Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
4	39.7	39.8	39.9	A	1.7	40	64	1.10
6	43.2	43.3	43.4	A	1.1	40	72	1.08
8	45.6	45.8	45.9	A	0.8	40	75	1.08

Ultra High Performance, 17.7-19.7 GHz, Super High Cross Polarization, UG595/U – PBR220 Input								
Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
2	38	38.4	38.8	A	1.9	36	64	1.2
4	44	44.4	44.8	A	1.0	36	67	1.2
6	47.5	48	48.4	A	0.7	36	72	1.2

Parabolic Antenna, 21.2-23.6 GHz, Single Polarization, UG-595/U – PBR220 Input Flange								
Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
2	39.7	40.2	40.7	A	1.7	30	65	1.4
3	43.1	43.6	44.1	A	1.1	30	71	1.4
4	49.0	46	46.6	A	.8	30	72	1.4

4.8 Radomes

4.8.1 High Performance Antennas shall have flexible planar Radomes supplied with antenna.

4.8.2 All Standard Antennas shall have molded fiberglass Radomes, parabolic or conical in shape available.

4.9 Dehydrators

4.9.1 Dry air pressurization equipment for waveguide transmission lines. Low-pressure systems to pressurize waveguides with dry air. Systems should provide alarm monitoring of a low presure condition and excessive run time. Systems shall be rack or wall mounted. Power options shall be AC or DC power. Accessories shall include Distribution Manifolds and tubing.

1.	½", 7/8", 1-¼"	Diameter Foam Dielectric Coaxial Cable
2.	7/8"	Diameter Air Dielectric Coaxial Cable
3.	1 5/8"	Diameter Foam Dielectric Coaxial Cable
4.	½"	Diameter Super Flexible Foam Dielectric Coaxial Cable

4.10 Transmission Lines

4.10.1 Transmission line or COAXIAL cable shall be available according to the sizes listed below:

4.10.2 Elliptical, Flex and Rigid waveguide components shall be supplied according to the sizes and/or frequency bands listed below:

1.	Waveguide for	5.925 – 7.125 GHz
2.	Waveguide for	10.50 – 11.70 GHz
3.	Waveguide for	17.70 – 19.70 GHz
4.	Waveguide for	21.20 – 23.60 GHz

4.11 Connectors

4.11.1 **LMR Connectors**

	½" Connector	7/8" Connector	1-¼' Connector	1-5/8 connector	½" Super Flexible Connector
1.	"N" Male	"N" Male	"N" Male	"N" Male	"N" Male
2.	"N" Female	"N" Female	"N" Female	"N" Female	"N" Female
3.	UHF Male	UHF Male			UHF Male
4.	UHF Female	UHF Female			UHF Female
5.	7-16 DIN Male	7-16 DIN Male	7-16 DIN Male	7-16 DIN Male	7-16 DIN Male & Right Angle
6.	7-16 DIN Female	7-16 DIN Female	7-16 DIN Female	7-16 DIN Female	7-16 DIN Female
7.	7/8" EIA	7/8" EIA			

4.12 Waveguide Connectors

1.	EW63-E65, Tunable, Fixed Tuned, CPR and CPR 137G
2.	EW90-E105, Tunable, Fixed Tuned, CPR and, CPR 90G, PBR100
3.	EW180-E185, Fixed Tuned, UG595/U, PDR180
4.	EW220-E220, Fixed Tuned, UG595/U, PBR220

5.0 Radio Dispatch Consoles

5.1 General

5.1.1 This specification contains sections that describe various types of radio dispatch consoles to be utilized in State and Municipal public safety radio communications systems. These sections include (1) Single/dual channel desk top remote control handset controllers; (2) 8-12 channel desk-top dispatch consoles; (3) 96 channel, high capability radio dispatch consoles; (4) 450 channel remote electronics high-capability expandable radio dispatch consoles. Analog, TDM and RoIP/VoIP based options to be separately priced. It is not necessary for a vendor to bid all sections.

5.1.2 It is the intent of these specifications to ensure the purchase of highly reliable radio dispatch control console equipment. These specifications are minimum standards and are intended to ensure reliable, high quality, readily available and repairable equipment. These specifications may not list all necessary equipment beyond that needed to complete the electronic package and it shall be the responsibility of the contractor to verify completeness of the material list and the suitability of the devices to meet the total requirements of these specifications. Subsequent to award, any additional equipment, charges, or services required to meet the specifications, even if not specifically enumerated herein, shall be provided by the vendor without claim for additional payment or compensation.

5.1.3 The Type 2, 3, & 4 Flat Panel Display (FPD) communications control console electronic design criteria shall be based on the need for maximum reliability, flexibility, and ease of operation and service. To meet these criteria, the electronic equipment should be of the latest design. The design shall reflect state-of-the-art concepts in communications command and control console design.

5.1.4 The FPD based communications control consoles shall provide monitoring and control facilities for remotely located two-way radio base stations. The consoles shall also provide certain ancillary functions such as repeater enable and disable of each channel, simultaneous transmit, alert tone transmit, instant patching, and multiple frequency base station control. It is desired that all console functions be accomplished using a Touch-Screen and Trackball/Mouse combination. Other methods of console control will be evaluated and compared against this style of system control.

5.1.5 The ability of the vendor's FPD communications control consoles to remotely operate separately from the common control equipment over telephone lines, LAN, or digital and analog microwave channels is a requirement. Equipment that does not meet this requirement will not be evaluated.

5.1.6 The Type 3 & 4 common electronics shall be designed to remain fully operational during the loss of AC power for a minimum of one hour via either an internal or external

uninterruptible power supply (UPS). Each dispatch position shall have an available UPS option which will allow full operation during the loss of AC power for a minimum of thirty minutes.

5.1.7 The unique requirements of the console electronic packages may not readily lend themselves to standard contractor product lines. However, contractors shall propose equipment meeting the technical and operational requirements and make maximum use of the standard product line equipment.

5.1.8 Make and model numbers given in this specification are for reference only, and do not imply that they are the only acceptable equipment.

5.2 Electrical Requirements

5.2.1 Each console bid shall be equipped with sufficient power supply capabilities, common electronic modules, cabling, etc to accommodate the channel requirements. All consoles shall be capable of operating from a 120 VAC source. Backup power should ideally be from a DC source of 12 to 48 VDC, with all necessary power regulation built into console electronics.

5.3 Technical Specifications - Each console offered should meet the following technical specifications, as a minimum:

5.3.1 Individual channel 2W, 4W, Tone/DC/E&M selection

5.3.2 Line Impedance: 600 or >5K ohm (4-wire) or, 600 ohm Tx (2-wire)

5.3.3 Operating Temperature: 0 to +50 degrees C

5.3.4 Audio Response: +/- 3 dB from 300 to 3000 Hz

5.3.5 Tx & Rx Hum and Noise: -50 dB below rated output

5.3.6 Distortion: Tx & Rx - Less than 3% THD

5.3.7 Compression: Variable compression knee

5.3.8 Receive Audio: -25 to +10 dBm; 600 ohm or 5K ohm; w/ less than -60 dB crosstalk

5.3.9 Transmit Audio: -20 to +10 dBm; 600 ohm; w/ 70 dB line balance

5.3.10 Tone Control: A minimum of (7) industry standard function tones with 2175 Hz Hi/Lo Guard Tone; including 1250/1350/1450/1550, 1850 and 1950 Hz function tones (Repeater control, Aux Function control, CTCSS Monitor, F1/F2 Transmit)

5.3.11 DC Control Functions: Transmit - F1 +5.5 ma.; F2 +12.5 ma.; Monitor +2.5 ma.

5.3.12 Unit ID Functions: (Optional) Motorola MDC1200 system decode/display

5.3.13 Speaker Output: 500 mw minimum, 3% distortion, into a 4 ohm or 8 ohm load

5.4 DESK-TOP REMOTE CONTROL CONSOLES (TYPE I price category)

5.4.1 **General -** The following specification describes various switch-based, desk-top radio controllers, including fully self-contained Tone, DC & RoIP based single-channel and dual-channel telephone-type handset controllers (optionally expandable) known as Type 1; and 8-channel (expandable to at least 12 channel), self-contained desk-top consoles, known as Type 2. The multichannel desk-top units also allow for local remoting of the control electronics to a small desk or wall mounted electronic box up to 100' away from the dispatch control unit. Optional IP control for both type units may also be proposed.

5.4.2 Tone & DC Single/Dual-channel Handset Type Controllers (Type 1) - This specification is for a solid-state, 120 VAC powered, desk-top, handset type, Tone or DC controller for a single channel station. A selectable two-channel, expandable, model may also be offered as an option, which may also be optionally expandable to more channels. Models which have been determined to meet the general intent of this specification include the IDA 24-10, 24-15, 24-20, 24-66, and 24-30; The Telex-Vega IP-2002, and C-2000 and C-2000SF

units. (These models are only given as examples, and alternate models meeting the specifications may be proposed).

5.4.3 Technical Specifications

5.4.3 (a) On-hook monitor disable

5.4.3 (b) Weight: Less than 5 pounds (Desk-top unit)

5.4.3 (c) Size (Remote Box): Less than 12"X12"X6", including battery back-up

5.4.3 (d) Programmability: Fully field adjustable/programmable without a computer

5.4.3 (e) Transmit indicator light

5.4.3 (f) The units shall allow for on-hook receiver operation through a loudspeaker, and off-hook operation through the handset.

5.4.3 (g) An RoIP based remote, single-line handset controller, that does not require a separate computer for operation, is also acceptable. These handsets shall be fully compatible for direct connection to a 10/100 baseT internal Ethernet network connection, and shall allow for parallel operation of any number of controllers.

5.4.3 (h) Optional two-line controllers do not require the ability to independently select either 2W/4W operation by channel, Tone or DC control by channel, or simultaneous receiver monitoring of both channels. These may all be fixed (hard-wired) functions.

5.5 (8)-Channel Desk-Top Tone/DC Consoles (Required to be Expandable to 12 Channels) (Type ll price category)

5.5.1 This section defines the minimum requirements for a desk-top radio control console with a minimum 6 individual channel (line) capability, with optional expansion to at least 12 channels on a channel-by-channel basis. Each console channel shall be capable of controlling either a 4-wire channel or 2 wire channel on an individual basis, and shall be individually programmable for either Tone, DC (current), or E&M radio control. Local remote control of a radio is not required. Optionally, the manufacturer may offer an RoIP based console which can control a remote radio through an IP data circuit, but must still provide two-way analog audio capability on all channels.

5.5.2 Parallel operation of up to 4 separate units shall be available with supervisory override control.

5.5.3 The dispatch operator position shall be a single unit, except for the microphone and footswitch, or an outboard third-party provided paging encoder. No external attachments, including power supplies, loudspeakers, touch-tone pads, line splitter boxes to increase channel count, etc. will be acceptable.

5.5.4 It is required that the vendor offer switch-based control functions for their console. However, optional computer-based, Flat Panel Display (FPD) consoles offering mouse-controlled on-screen function switches will be evaluated if offered. Models of equipment which have been determined to meet the intent of this section of the specification include the Gai-tronics ICP9000 Series, and the Telex-Vega C1616/C6200, IP-1616, C-Soft series, for various channel configurations.

5.5.5 Operational Features Require, each dispatch console operator position offered must include the following:

5.5.5 (a) Individual audio speakers and volume controls for select and unselected channels

5.5.5 (b) Individual channel 2W, 4W, Tone/DC/E&M selection, with 4-frequency Tone control

5.5.5 (c) Desk-mic with PTT bar and mute switch

5.5.5 (d) Dual-plug type headset interface jacks

5.5.5 (e) Combined select/unselect/transmit audio combined output jack for recording

5.5.5 (f) Jack for external PTT footswitch

5.5.5 (g) (2)-channel cross-patch capability

5.5.5 (h) Multi-channel transmit select

5.5.5 (i) DTMF encoder

5.5.5 (j) Internal or external pager capability

5.5.5 (k) Controls/Indicators

5.5.6 Each dispatch console operator position offered must include the following:

5.5.6 (a) Console transmit indicator

5.5.6 (b) Console channel busy (receiving) green indicator

5.5.6 (c) Individual channel instant-transmit light

5.5.6 (d) Channel labels (fixed or electronic)

5.5.6 (e) Transmit audio level meter (Vu meter)

5.5.6 (f) Channel select indicator

5.5.6 (g) Console Technical Specifications

5.5.7 Each console offered should also meet the following technical specifications, as a minimum:

5.5.7 (a) Alert Tones: Optional continuous, hi/lo, warble; -30 to 0 dBm, independently adjustable

5.5.7 (b) Speaker Output: 500 mw minimum, 3% distortion, into a 4 ohm or 8 ohm load

5.6 Full Featured – Remote Electronics Consoles (Type III Price Category)

5.6.1 General - It is the intent of this specification to ensure the purchase of highly reliable communications control consoles. This includes a spectrum of console systems ranging from single 96 (minimum) channel remote units (Type III), to advanced Flat Panel Display (FPD) based, high 450 (minimum) channel, 20 operator position systems (Type IV). These specifications are minimum standards and are intended to ensure reliable, high quality, readily available and repairable equipment. These specifications may not list all necessary equipment beyond that needed to complete the electronic package and it shall be the responsibility of the contractor to verify the completeness of the material list and the suitability of the devices to meet the total requirements of these specifications. Subsequent to proposal award, any additional equipment, charges, or services required to meet the specifications, even if not specifically enumerated herein, shall be provided by the vendor without claim for additional payment or compensation.

5.6.2 The communications control console electronic design criteria shall be based on the need for maximum reliability, flexibility, ease of operation and service. The design shall reflect state-of-the-art concepts in communications command and control console design.

5.6.3 The communications control console shall provide monitoring and control facilities for remotely located two-way radio base stations. The console shall also provide certain ancillary functions such as repeater enable and disable of each channel, simultaneous transmit, alert tone transmit, instant transmit, supervisory override, cross channel patching with up to three separate but simultaneous patches possible, phone patching, and multiple frequency base station control. It is desired that all FPD-Type console functions be

accomplished using a Touch Screen and Trackball/Mouse combination. Other methods of console control will be evaluated and compared against this style of system control.

5.6.4 The ability of the vendor's FPD communications control consoles in Category III and IV to remotely operate separately from the common electronic control equipment over telephone lines, microwave channels or fiber optic lines is a requirement. Equipment that does not meet this requirement will not be evaluated.

5.6.5 Each Type III and IV console shall have both receive voter (like JPS SNVs) and auxiliary interfaces. Both RoIP and P25 interfaces are a requirement for both classes. In addition, at least one of the following trunking protocols MUST be supported as an option: Project 25, Astro P25, Open Sky, Smartnet/Smartzone. In addition, each console should be compatible with either a T1 or a WAN/LAN interface.

5.6.6 The common electronics and FPD operator positions shall be designed to remain fully operational during the loss of AC power for a minimum of one-half hour via either an internal or external uninterruptible power supply (UPS) or a battery backup system. Each FPD dispatch position shall have an available UPS option which will allow full operation during the loss of AC power for a minimum of one hour.

5.6.7 The unique requirements of the console electronic packages may not readily lend themselves to standard contractor product lines. However, contractors shall propose equipment meeting the technical and operational requirements that make maximum use of the standard product line equipment.

5.6.8 The specifications do not include any proprietary items, components, circuits, or devices which would preclude any communications equipment manufacturer from producing equipment to meet these specifications. All technical tolerances, ratings, power outputs, or any technically specified criteria contained within these specifications are considered to be within the current state of the electronic art and are currently being met by commercially available equipment.

5.7 Electrical Specifications

5.7.1 Both Type III and IV consoles shall operate from a primary power source of 120/240 VAC, with battery powered UPS backup required. AC current consumption on the primary side of the line for the central electronics shall not exceed 5 watts/channel for a 50 channels system. Each operator position electronics shall not consume more than 250 watts, including the FPD.

5.8 Full-Feature Console – Type III

5.8.1 The Type III communications control console shall provide the facilities for the operation and control of remotely located two-way radio base stations and other specialized equipment. The console shall be equipped with sufficient power supply capabilities, common electronic modules, cabling, etc. to accommodate these channel requirements. Each console electronic package shall be equipped with common control equipment to provide the capability to operate and control any one, any selected group, or all channels simultaneously. Each console electronic package shall comply with all FCC Rules and Regulations, where applicable.

5.8.2 The console shall be expandable to a minimum of 96 radio control channels and 6 operators' positions. There shall be receive voter (like JPS SNV-12s) and auxiliary control interfaces. In addition to the 96 radio channels, the console electronics shall be able to support 6 operator positions, and up to ten receiver voter groups with up to 24 base stations per voter group. The ability of a manufacturer's equipment to accommodate this future requirement will be a major consideration in the proposal evaluation. In addition to controlling conventional non-trunked channels, at least one of the following protocols must be supported as an option: RoIP, Project-25, Trunking (EDACS, Smartnet, Smartzone,

OpenSky). T1, or Lan/Wan interfaces may be optionally added. The console shall have extended remote capability to allow an operator position to be remoted from the central electronics bank by way of commercial telephone lines, Ethernet, fiber optic, or microwave.

5.9 Large Full-Feature Console – Classification (Type IV Price Category)

5.9.1 General Specifications same as Type III above. The console shall be expandable to a minimum of 450 radio control channels and 20 operators positions. There shall be receiver voter (like JPS SNV-12s) and auxiliary interfaces. In addition to controlling conventional non-trunked channels, at least one of the following protocols must be supported as an option: RoIP, Project-25, Trunking (EDACS, Smartnet, Smartzone, OpenSky). Additionally, optional T1, or Lan/Wan interfaces may be added. The console shall have extended remote capability to allow an operator position to be remote from the central electronics bank by way of commercial telephone lines, fiber optic, or microwave. In addition to the 450 radio channels and/or trunked talk groups, the console electronics shall be able to support twenty operator positions and up to twenty receiver voter groups with an average of six base stations per voter group. The ability of a manufacturer's equipment to accommodate this future requirement will be a major consideration in the proposal evaluation.

5.10 Control Functions & Status Indicators

5.10.1 Both Class III and Class IV configurations shall meet all of the following specifications, and have two dual-jack inputs and have select and unselect speakers for audio output. In addition, there shall be a selected audio output jack and a summed unselect audio port available.

5.11 Radio Channel Control Functions

5.11.1 The radio control channels shall have the functions listed below:

5.11.1 (a) Channel Select - Shall engage the selected channel in the transmit/receive, fully operational, ready condition. The channel select function should be capable of selecting of more than one channel up to all channels simultaneously.

5.11.1 (b) Repeater Enable and Disable - consoles shall enable and disable the repeat function of a tone controlled base station.

5.11.1 (c) Squelch Disable - Shall disable receiver continuous tone coded squelch operation of a tone controlled base station.

5.11.1 (d) Instant Transmit - Shall allow transmitting on a channel without placing the channel in a selected mode first. This function shall not override supervisory control.

5.11.1 (e) Channel Crosspatch - Shall allow audio received on one radio channel or phone line to be automatically repeated on one or more of the other channels. Class III and IV consoles shall be capable of supporting at least three simultaneous but separate crosspatches. (Desktop consoles should be capable of doing at least one crosspatch.) This function shall be independent of other console activities.

5.11.1 (f) Two Frequency Control - Shall allow frequency selection of a two-frequency tone controlled base station.

5.11.1 (g) Supervisory Control B Class III and IV consoles shall provide the capability for one operator position (the supervisor's position) to take over a channel from all other operator positions. All parallel operator positions on the same channel shall receive an indication that supervisory control has been initiated.

5.11.1 (h) Supervisory Monitor B Class III and IV consoles shall allow the transmit and receive audio from one console operator position to be monitored on another console position.

5.11.1 (i) Channel Mute - shall completely mute the channel receive audio.

5.11.1 (j) Auxiliary Enable and Disable B consoles shall enable and disable an auxiliary function of a tone controlled base station.

5.12 Status Indicator

5.12.1 All switching functions shall have an associated indicator to clearly display function and channel status, i.e. on-off, activated-not activated, in use-not in use. The FPD system shall display complete status for a minimum of eight channels and limited status for the optional eight additional channels at each operator position. This limited status information shall include the following: channel selected, instant transmit activated, channel cross patch activated, channel muted, channel receiving a call, and channel busy.

5.12.2 To simplify the operation of the console, it shall be possible to physically group channels on the console in any order to facilitate operations.

5.12.3 Status Indicators shall illuminate with the following functions:

5.12.3 (a) Channel Selected

5.12.3 (b) Repeater Enabled

5.12.3 (c) Squelch Disabled

5.12.3 (d) Instant Transmit activated

5.12.3 (e) Channel Crosspatch activated

5.12.3 (f) Frequency One selected

5.12.3 (g) Frequency Two selected

5.12.3 (h) Channel Muted

5.12.3 (i) Channel receiving a call - this shall be a flashing type indicator

5.12.3 (j) Channel busy - parallel wired console transmitting

5.13 Console Position-wide Functions

5.13.1 In addition to the individual channel functions and indicators specified under paragraph 5.5, the communications control console shall also provide the following functions. These functions are common to all radio channels.

5.13.1 (a) Simultaneous Selection - Shall enable the selection of any combination of channels for simultaneous operation. The capability shall also be provided to automatically unselect all channels by depressing a single button.

5.13.1 (b) Transmit - Shall activate the transmit condition and route dispatcher audio to all selected channels. This transmit switch shall be electrically paralleled to the console footswitch.

5.13.1 (c) Master Mute - Shall mute all receive audio except the selected channels to a preset level.

5.13.1 (d) Automatic Selection - Shall automatically select a group of channels by action of a single switch. All automatically selected channels shall be unselected by action of a single switch. The particular group of channels to be selected shall include any combination up to all of the console channels.

5.13.1 (e) Intercom - consoles shall allow communication on the selected channels without keying the base station transmitter. This function shall allow communications between dispatchers or between dispatchers and remotely located technicians.

5.13.1 (f) Alert Tones - consoles shall activate one of three different alert tones that shall be transmitted on the selected channel, the simultaneously selected channels, or the automatically selected channels. The alert tones shall be continuous, hilo, or warbled between two different audio frequencies.

5.13.1 (g) Priority Tone – consoles shall activate an intermittent tone on individually selected channels to indicate priority traffic on that channel. The tone will not cover voice traffic.

5.13.1 (h) Radio/Telephone Audio - consoles shall allow the dispatcher's headset to be used for both telephone and radio communications. The telephone audio shall be transferred to the headset by action of a single switch. The party on the opposite end of the phone line shall not hear the dispatcher's radio transmissions (any console PTT shall mute the dispatcher's voice from the telephone line). Transfer of telephone audio to the headset shall switch the selected channel audio back out to the selected audio speaker. During the time that the headset telephone operation mode is activated, the console operator shall retain the ability to instantaneously transmit on the selected channel by use of the footswitch or master control panel transmit switch with no degradation to the transmit functions, transmit audio quality and/or signal strength. The dispatcher shall also retain the ability to instantaneously transmit on the unselected channels as well.

5.14 Status Indicators

5.14.1 All switching functions and the following status indication capabilities shall have an associated indicator on the FPD to clearly display function and status, i.e. on-off, activated-not activated, in use-not in use.

5.14.2 The status indicators shall illuminate with the following functions:

5.14.2 (a) Simultaneous Selection in use.

5.14.2 (b) Transmit function activated.

5.14.2 (c) Master Mute activated.

5.14.2 (d) Automatic Selection in use.

5.14.2 (e) Intercom in use.

5.14.2 (f) Alert Tone being transmitted.

5.15 Ancillary Equipment

5.15.1 The communications control console shall include the following ancillary equipment: speakers for selected audio and unselected audio, paging encoder, and displayed on the console's FPD, a VU meter, and clock system.

5.15.2 Speakers - The capability of monitoring selected and unselected audio shall be provided via two separate console speakers. Each speaker shall be provided with a separate volume control to allow for individual adjustment. The volume controls shall provide sufficient attenuation to decrease the associated speaker audio to an inaudible level. These two volume controls, along with the headset volume controls, are the only ones required. Separate volume controls for each of the radio channels are not required. The dispatcher shall still have the capability to completely mute individual channels if desired. The selected and unselected audio speakers shall be separated a minimum of 12 inches center to center. The dispatcher shall also have the capability to turn off either or both speakers without turning down the volume controls.

5.15.3 VU Meter - A VU meter, located on the FPD console's display in such a way as to give optimum visibility to the operator, shall be provided. The meter shall indicate the transmit audio level and selected receive audio level.

5.15.4 Digital Clock - The console shall include a 24-hour digital clock display in the FPD console's display. The clock display shall give optimum visibility to the operator. The clock display shall be an integral part of the console system. The clock shall be a master/slave system capable of being set from the master, which is to be calibrated by an external time base via RS232 protocol or USB interface.

5.15.5 DTMF Paging Encoder - The console(s) shall incorporate DTMF capability. These must be an integral part of the console electronics installed in the console furniture and wired into the console electronics. Single button paging functions shall be available which send preselected DTMF strings of at least 3 numbers to either a predetermined radio channel or on the selected channel(s).

5.15.6 Receivers - The radio control channels will not only be routed to the console as separate channels but may also be routed to a separate system of up to ten receiver voter groups. The console shall have the capability to control and display the status of these voted channels. The dispatcher shall be able to force vote or disable a particular voter module by engaging switches or keying in a function which will operate a) Two form C dry contacts or b) Open collector outputs or c) Communicate with the system via RS-232 or Ethernet cabling. The enable/disable status of a particular voter module shall be displayed at the operator position. The console shall also provide an indication of which channel is currently being voted. It also should be capable of automatic transmit steering and indicate on the FPD which transmitter will be keyed if the master PTT is activated. The voted channels shall support voting systems manufactured by JPS Communications.

5.15.7 Headset - Each operator position shall be compatible with the Plantronics Encore Monaural Ultra Headset, model H91N, or approved equivalent.

5.15.7 (a) Headset Jack

5.15.7 (b) Each operator position shall be equipped with a dual phone plug type headset jack. The jack shall be compatible with dual phone plugs used on the Plantronics model SHS1890-251N headset jack plugs. The headset jack shall have an associated receive volume control. The external microphone shall be disabled when the headset is inserted into the headset jack. Audio to the select speaker shall be removed when the headset is inserted. The dispatcher shall have the option of applying audio to the select speaker and the headset simultaneously if desired. The headset jack shall have an easily accessible talk/training switch which will allow the dispatcher to talk and listen or listen only with the headset=s transmit mouthpiece disabled. Disabling the transmit mouthpiece shall not prevent a headset with an amplified ear piece from functioning correctly. The headset jack must also have a 4 wire/6 wire switch for operating either a 4 wire headset (talk and listen) or a 6 wire headset (talk, listen, and a transmit push to talk button).

5.15.8 External Microphone - Each operator position shall be equipped with an External Microphone mounted on a Flexible Gooseneck Boom.

5.15.9 Footswitch - Each operator position shall be provided with a dual footswitch to activate transmit and/or mute operations. The dual footswitch shall activate two functions within the console:

5.15.9 (a) Activate transmitter control.

5.15.9 (b) Activate the Master Mute function.

5.15.9 (c) The right half of the footswitch shall operate in the same manner as the Master Control Panel transmit push button switch. The left half shall mute all unselected channels when depressed and unmute these channels when

released. If the console system requires modification to implement these functions, the modifications shall be completed by the console manufacturer and shall be fully documented in the maintenance manual(s).

5.15.10 Logging Recorder Interfaces - Each operator position shall be provided with a logging recorder output that contains the dispatch position microphone audio and select audio combined onto one 600-Ohm output port. An optional second logging recorder interface for telephone audio is desirable.

5.15.11 Remote Control of Base Stations - The communications control console shall be capable of providing D.C. keying, tone sequence keying, or "M Lead" dry contact keying for each radio channel as well as tone sequence control of repeater, frequency, and squelch disable functions.

5.15.12 D.C. Keying – CRT and Desktop Consoles - Each radio channel shall have available regulated D.C. keying currents of 15 ma and 6 ma. The D.C. control currents shall be provided for a loop resistance up to 10K ohms. Although as a default all channels shall not be supplied with DC keying capability, but pricing to add DC control on a per channel basis shall be provided.

5.15.13 Tone Keying- FPD and Desktop consoles - Each radio channel shall have available a tone sequence keying scheme that provides a High Level Guard Tone followed by a Function Tone followed by a Low Level Guard Tone.

5.15.14 "M Lead" Keying- FPD and Desktop consoles - Each radio channel shall be capable of providing Form A (normally open) dry contacts for transmitter keying.

5.15.15 One Sequence Tolerances - FPD and Desktop consoles - Tolerances for tone sequence control shall be within the following limits:

5.15.15 (a) All tone frequencies as specified within +/-1 Hz.

5.15.15 (b) All tone durations as specified within +/-5 ms or adjustable from 25 ms to 150 ms.

5.15.15 (c) High Level Guard Tone - 0dBm to -10 dB adjustable to meet line conditions

5.15.15 (d) Function Tone - 10 dBm +/-1 dB adjustable to meet line conditions.

5.15.15 (e) Low Level Guard Tone - 30 dBm +/-1 dB adjustable to meet line conditions.

5.15.16 Radio Channel Terminations - Each radio channel shall be capable of 2 wire or 4 wire operation. The type of termination shall be readily selectable on a per channel basis.

5.15.17 Parallel Operator Position Control of Radio Channels - The console common electronics shall be capable of parallel operator position control of common radio channels. All channel control switches and indicators shall be paralleled. Parallel operation shall be readily selectable on a per channel basis.

5.16 Design Criteria

5.16.1 The console electronic package design criteria are based upon the need for maximum reliability, expandability, and ease of service. To meet these criteria, the electronic packages described in the subsequent paragraphs must be totally solid-state, completely modular, and reflect state-of-the-art concepts in communication control design. Each operator position shall include applicable switches, status indicators, amplifiers, tone circuits, power supplies, meters, clocks, speakers, and hardware to perform the functions.

5.16.2 Panel Wiring/Remote Electronic Circuitry- FPD consoles

5.16.2 (a) The console electronic package shall have the capability of allowing the electronic circuitry (transmit/receive, amplifier, tone control, power supply, etc. modules) to be remoted at least 1000 feet from the operator position over standard 600 ohm twisted pairs. The interconnecting cable shall be at most an eight pair cable. The Vendor will supply all cabling and connectors

between the console common electronics and the punch blocks in the equipment room housing these electronics.

5.16.2 (b) The remoting of the electronic circuitry up to 1000 feet from the operator position shall not degrade the console performance outside the minimum standards specified herein. All console functions shall be operable as specified herein regardless of remoting up to 1000 feet.

5.16.2 (c) In addition to hard wired remoting of the electronic circuitry, the console electronic package shall also allow remoting of the electronic circuitry over standard telephone lines or multiplex channels on a fiber network or a microwave system. No more than three multiplex channels shall be required to perform this function. All remote data and audio paths shall be automatically monitored to ensure the continuous integrity of the paths. If a path is lost, both the dispatch position and any diagnostic printer and/or terminal shall receive a report.

5.16.2 (d) The remoting of the electronic circuitry over microwave channels shall not degrade the console performance outside the minimum standards set forth in these specifications. All console functions shall remain operable regardless of remoting the operator position.

5.16.3 Electronic Circuitry

5.16.3 (a) The electronic circuitry shall be contained on printed circuit modules which plug into a module rack or mother board. The plating material at the printed circuit module where plug-in contact is made shall be gold to provide maximum reliability.

5.16.3 (b) A transmit/receive module shall be provided with each operational channel. This module shall contain all of the circuits necessary to perform the functions described on a per channel basis.

5.16.3 (c) Sufficient modules shall be provided with each console electronic package to perform the functions that are common to the transmit/receive channels and all other functions.

5.16.4 Expandability - Options shall be easily expanded by the addition of plug-in printed circuit modules, programming, and control switches.

5.16.5 Maintainability

5.16.5 (a) The transmit/receive circuitry shall include one plug-in T/R module for each channel. All T/R modules shall be interchangeable between channels. The only T/R module changes required to exchange T/R modules between channels or electronic packages shall be the selection of options by means of programming switches mounted on the modules or PROM exchanges.

5.16.5 (b) The remainder of the console electronic package printed circuit modules shall be interchangeable between electronic packages.

5.16.5 (c) Each type of plug-in printed circuit module shall be keyed to be inserted only into the correct location in the module rack or mother board. Guide rails shall be used to ensure proper alignment of plug-in printed circuit modules. Each plug-in printed circuit module shall be equipped with an extractor to allow easy removal.

5.16.5 (d) It shall not be necessary to remove power from the console electronic package to change a plug-in module.

5.16.5 (e) All printed circuit modules shall be plainly marked with the module's function. All components shall be plainly identified on the printed circuit

modules. The module rack or motherboard position shall be plainly marked with the module's function. It shall not be necessary to use a drawing to locate components on printed circuit modules or printed circuit module positions.

5.16.6 Standards

5.16.6 (a) All equipment contained in the proposal shall meet or exceed the latest applicable standards of the Electronic Industries Association, Federal Communications Commission, and Underwriters Laboratory, and must conform to the OSHA of 1973 requirements for safe operation. In addition, where applicable, the equipment must satisfy the requirements of the local telephone company and input requirements of a Microwave System with respect to audio levels and control voltages.

5.16.6 (b) The console electronic equipment shall be rated for continuous operation. The console electronic package shall operate over an ambient temperature range of 0 degrees C. to +50 degrees C. without degradation in performance.

5.16.7 Power Supply

5.16.8 Input Voltage - 105 to 125 volts AC at 60 Hz, 120 volts AC nominal.

5.16.9 Noise - less than 120 millivolts peak to peak output.

5.16.10 Overload Protection - overload protection shall be provided such that variations in input voltage or output current shall not damage or degrade the operation of any console modules or components.

5.16.11 On-Off Switch - shall have a switch to turn input voltage on and off and have a power-on indicator.

5.17 Mechanical Requirements - The following specifications concern the mechanical aspects of the communications control console. The mechanical requirements of both the optional operator position furniture as well as the back-room common electronics are as follows.

5.17.1 Operator Position – Console Furniture - State supplied equipment may be installed in the operator position furniture along with the vendor's equipment. The State assumes the responsibility of installing the equipment in State supplied furniture. The vendor may bid the option to install the console. (All operator position furniture will be purchased separately.)

5.17.2 Labeling - All channels, controls and indicators shall be identified on the FPD screen. Keyboard switches which are used to control functions on the FPD should be clearly engraved to indicate their function. The identification shall show the purpose of the channel, control or indicator and be easily associated with the control or indicator. The legends or labels shall be designated by the user at the time of order.

5.17.3 Radio Channel and Receiver Voter Names - Each radio channel and or receiver voter channel shall be identified with an appropriate name - normally an abbreviation of the base station mountain top name and/or call sign which will be designated at the time of order. The FPD system shall be capable of displaying abbreviated names on the screen of at least eight characters in length. Merely giving a number to a radio channel or voter group is not acceptable.

5.17.4 Common Electronics- FPD Consoles - All common electronics shall be remoted from the console operator position. This equipment should be capable of remoting up to 1000 ft. from the operator position. The design of the common electronics package shall reflect a heavy reliance on modularity of construction. This modularity shall permit the console to be expanded, diminished, or reconfigured in future years depending on increased functions or consolidation of hardware based on system modernization. All equipment

supplied shall either be mounted in 19 inch wide EIA standard 90 inch tall aluminum equipment racks which are drilled and tapped to EIA standards (RS-310C) or supplied in seven foot enclosed equipment cabinets. (Racks or cabinet mounting will be specified with each purchase order) All equipment shall be supplied with all the necessary mounting hardware. Access to electronics for maintenance and service shall be accomplished through sliding rail arrangements, hinged mounting racks or circuit board extenders. Where the use of circuit board extenders is required, two extenders per console shall be supplied.

5.18 Training

5.18.1 Technician Training - the successful Vendor shall provide separate pricing for comprehensive training on the equipment proposed. The training shall include discussion of the following subjects as a minimum:

5.18.1 (a) Theory of operation and circuit analysis of each equipment module, a complete console electronic package, and parallel operation of multiple consoles.

5.18.1 (b) Troubleshooting procedures including fault isolation, terminal diagnostics, stage gain measurements, voltage tests, and other procedures to locate and replace faulty components.

5.18.1 (c) Level setting and other adjustment procedures for each equipment module, a complete console electronic package, and parallel operation of up to eight consoles.

5.18.1 (d) Programming of the central electronics cards and CRT positions.

5.18.2 Training Type and Location

5.18.2 (a) The training may be presented by either a resident instructor or a self-tutored training course.

5.18.2 (b) If an instructor is used, he must be intimately familiar with the design, operation, and maintenance of the equipment model proposed.

5.18.2 (c) The instructor shall present a training session in State supplied facilities at Phoenix, Arizona of at least 8 hours in duration. Actual dates for the class will be established by the purchasing agent. The training shall be completed within 130 days of receipt of purchase order.

5.18.2 (d) If the successful vendor elects to supply a self-tutored training course, one such course shall be provided and will become property of the State. The course shall make use of textbooks, film strips, video tapes or other means to provide comprehensive self-training of the equipment model proposed.

5.18.3 Dispatcher Training - The successful vendor shall also provide 1-day training to the dispatchers of any purchasing agencies. This training shall cover the operational aspects of the equipment. In situations where the communications center is a twenty-four hour operation, it will be necessary to repeat the training for each shift during the day(s).

5.18.4 Instruction Books - the instruction books to be furnished by the vendor shall be complete with all pages securely fastened together. The instruction books shall incorporate as a minimum the following:

5.18.4 (a) Complete description and ordering information of each individual unit and/or sub-assembly. A material guide shall contain the replacement part numbers and description of all components used. The parts lists shall be associated with their respective chassis, module, or kit wherein they are found. A total listing of parts without such groupings will not be acceptable.

5.18.4 (b) Complete intercabling diagram between each unit and/or sub-assembly.

5.18.4 (c) Complete outline and drawings and dimensions as well as mounting dimensions of all equipment.

5.18.4 (d) Voltage and resistance diagrams or tables of all units and/or sub-assemblies.

5.18.4 (e) Complete level setting instructions in step by step tabular form for entire assembly and all components capable of being adjusted.

5.18.4 (f) Parts location, drawings or pictorial, detailed top view of individual parts, units and/or sub-assemblies.

5.18.4 (g) Operational block diagrams of individual units and/or sub-assemblies.

5.18.4 (h) Complete schematic diagrams of individual units and/or sub-assemblies.

5.18.4 (i) In addition to schematics, etc., the manual shall contain the theory of operation of all active devices and circuits in sufficient detail to facilitate servicing.

5.18.4 (j) Drawings which are supplied must be reproduced by such means as to preclude fading to the point of illegibility if exposed to normal illumination for extended periods of time. A developed and fixed process or one of the various forms of printing by actual ink transfer are acceptable types.

5.18.4 (k) In order to provide a complete manual containing all schematics, level setting information, and operating instructions, the contractor shall prepare all of the information in book form with no drawings larger than the page size of the book. Drawings, which must be larger than a single sheet for legibility may be photographically reduced so that they are no larger than 11 inches high or printed on fold-out sections. This manual shall contain an index of all schematics, charts, and diagrams to insure that pages have not been removed. Sufficient information shall be contained in the index to permit reordering lost or mutilated pages.

5.18.4 (l) Two instruction manuals shall be furnished for every unit supplied and costs shall be included in the proposal price.

5.18.4 (m) One typical instruction manual shall be supplied with the proposal.

5.19 Recommended Maintenance Equipment

5.19.1 Any special meters, unique/non-standard test equipment, test cables, harnesses, circuit board extenders, or hand tools required for monitoring and/or maintenance of the communications control console electronic packages shall be listed separately with their itemized cost and shall be included in the total initial cost of the equipment.

5.20 Recommended Replacement Parts

5.20.1 Because of the critical function the communications control console serves, vendors must be capable of supplying all electronic package parts, including individual components and mechanical and electrical assemblies used in the equipment supplied, within 48 hours. The vendor shall supply a list of recommended spares in his proposal response. The vendor shall include a complete set of these recommended spare modules as well as a spare of all other modules and power supplies with the initial console purchase. The cost for this spare module set shall also be priced as a separate line item in the proposal response.

6.0 Generators

6.1 AC/DC power generators operating with diesel, gasoline or propane fuel. Indoor and Outdoor installations systems capable of handling extreme temperature of -50 degrees F up to 150 degrees

F. This includes but is not limited to Transfer Switches, panels, monitoring services, and controlling accessories inclusive of timing and sensing functions with associated hardware and software.

6.2 Requirements

6.2.1 Proposed product(s) must be rated for industrial use, home-use styles of generators will not be considered.

6.2.2 The proposal should include product(s) options from 10kw up to 400kw.

6.2.3 Product(s) offered must include all alarming equipment and software for remote monitoring.

6.2.4 Product(s) offered must be able to supply simple network management protocol (SNMP) and contact closure alarms.

6.2.5 Product(s) offered must have programmable exercise timers that can be set to transfer load capability.

7.0 Back-up Batteries (Including Solar)

7.1 Specifications

7.1.1 Telecom Applications – the State and/or Co-op Agencies require long life batteries (both voltage and solar) to support Agency efforts for providing power in multiple public communications applications, including but not limited to data centers, network operation centers, wireless, Microwave and mobile centers.

7.1.2 Product types for procurement:

7.1.2 (a) Modular Flooded Lead Acid

7.1.2 (b) Modular Flooded Lead Acid

7.1.2 (c) Mono-Block Valve Regulated Lead Acid

7.1.2 (d) Portable Radio

7.1.3 Renewable/ Solar Energy Product offerings must include the following:

7.1.3 (a) Benchmark data of Offeror's product to Industry Leading Life Cycle Data

7.1.4 Power Systems, DC Conversion

7.1.4 (a) Inclusive of AC/DC converters, battery chargers, DC/DC converters, along with low voltage disconnect DC breakers, power distribution panels and any additional associated hardware and software needed to operate.

7.1.5 The proposal must include float rates for the products being offered.

7.1.6 Offeror proposal to include system and module configuration requirements.

7.1.7 Must meet all UL industry requirements

7.1.8 Must withstand Operating temperature beyond 150 degrees F and temperature that drop below -50 degrees F.

7.1.9 Must provide performance data to support product viability.

8.0 Prefab Communications Shelters

8.1 General

8.1.1 Equipment shelters of various sizes specifically designed and constructed for extreme installation locations and to be installed with minimal soil disruption and without site-build foundation. This includes all required accessories and appurtenances, including antenna mast, RF shielding and grounding systems.

8.1.2 Vendor shall submit descriptive catalog product description to include all specifications.

8.2 Requirements

8.2.1 Prefab Communications shelters must meet State and National regulations.

8.2.2 Offeror to submit proposal for multiple dimensions that are offered to State and local public safety Agencies.

8.2.3 Offeror's proposal must address recommendations for transportation and off-loading.

8.2.4 HVAC system requirements should be detailed in the proposal submitted.

8.2.5 Electrical requirement for each prefab communication shelter offering should be listed in the proposal.

8.2.6 Proposed lighting systems should be included in the offer.

8.3 Installation and service

8.3.1 Offeror must provide on-site installation and set-up service as part of the proposal. This pricing should be included as separate line item within the pricing proposal.

8.3.2 R-56 standards must be followed in the proposed construction of any prefab communications shelters.

8.3.3 If on-site installation is required, Contractor(s) must be able to pass a background check.

8.4 Pricing

8.4.1 Pricing should include discount off list catalog pricing plus additional options on an individual list item basis for upgrades that might add to discounted price listed in catalog.

8.5 Warranty

8.5.1 All offerings must include a minimum five (5) year warranty period.

9.0 Service

9.1 The services that may be offered in correlation with the equipment listed above are categorized as follows:

9.2 Design/Engineering

9.2.1 The Contractor(s) shall clearly define and communicate to the State what is specifically included in their Design Services.

9.3 Managed Services - considered a service subscription.

9.3.1 The Contractor(s) shall clearly define and communicate to the State what is specifically included in their Managed Services. Examples of Managed Services include: 24x7x365 technical support, network monitoring, alarm monitoring, service ticket generation, performance management, system provisioning, system updates, end-to-end event monitoring, security monitoring, software maintenance and updates, annual preventative maintenance, and onsite support.

9.3.2 The Contractor(s) shall clearly define and communicate qualifications for any system or equipment being considered for Managed Services.

9.4 Field Service Repair and Maintenance – considered as needed, or one-time services.

9.4.1 The Contractor(s) shall clearly define and communicate guaranteed time of repair or restoration and qualifications for any system or equipment being considered for maintenance support.

9.4.2 The Contractor(s) shall perform work in accordance with the manufacturer's recommendation to ensure it is performing to all defined technical and environmental specifications for the system.

9.4.3 In addition to maintenance of new equipment purchases, the Contractor(s) shall also offer maintenance of legacy equipment. Legacy equipment defined as any existing public communications equipment and its associated supplies and/or accessories that have been purchased prior to the RFP issuance and resulting Contract Award.

9.5 Installation

9.5.1 Time of Purchase of new equipment

9.5.2 Previously purchased equipment

9.5.3 The Contractor(s) shall also conduct initial preventative maintenance ensuring performance begins at the optimal level.

9.6 Integration

9.6.1 Integration Services shall be offered at an hourly rate by the Contractor(s) unless otherwise specified in the SOW defined above as part of the equipment installation. The Contractor(s) shall clearly list and communicate to the State what is specifically included in their integration services, if applicable.

10.0 Consultation and Third-Party Oversight

10.1 The State is also looking to solicit proposals from qualified, vendor independent, full service firms who can provide third party oversight on behalf of the State of Arizona. Any offer of services must comply with the following:

- Demonstrate independence of any manufacturer, software provider, or vendor.
- Demonstrate experience and knowledge of all aspects of public safety operations as they relate to communications and interoperability needs
- Demonstrate mission critical communications system design experience in the public safety arena
- Demonstrate knowledge and experience with contemporary and emerging wireless mission critical communications technologies utilized in the public safety arena including:
    - Mission critical radio systems-infrastructure, subscriber hardware, RF system design, radio propagation, frequency research
    - Microwave and RF control link design and specification
    - Voice logging
    - Paging and Alerting systems
    - Radio interoperability
    - Radio dispatch console systems
- Demonstrate familiarity and expertise in FCC regulations, licensing and frequency availability research
- Demonstrate in-house subject matter experts, telecommunications specialists, state and local policy experts, and project managers with APCO Project 25 implementation experience.
- Demonstrate experience in the identification, evaluation and recommendation of appropriate sites and infrastructure for mission critical communications towers and facilities.

- Demonstrate experience in structured wiring plans and electrical and power system design relative to Public Safety and Mission critical RF systems.
- Demonstrate experience, establishing continuity of operations (COOP) plans, planning, and implementation of disaster recovery solutions, and establishing supporting standard operating procedures (SOPs) and policies that enhance system reliability, resiliency, and redundancy.
- Demonstrate experience with providing consulting, systems engineering and architecture services for both urban and rural mission critical communications systems.
- The firm must have at least one telecommunications specialist certified in industry accepted site standards such as Motorola R56.
- The firm must demonstrate that it follows accepted industry standards (i.e., Project Management Institute) standards and practices for management of projects.
- The firm must demonstrate knowledge in the trends and directions of mission critical radio networks, automated systems, facilities and operations.
- Demonstrate experience and capability of providing ongoing service and support throughout the lifecycle of network and associated devices and peripherals

EXHIBITS TO THE SCOPE DOCUMENT

NO EXHIBITS FOR THIS SOLICITATION

End of section 2-A

SECTION 2-B: Pricing Document

1.0 Compensation

Contractor will be compensated for the satisfactorily carrying out its obligations under the Contract by the method indicated by the "●" mark below:

●	Contracted Labor Rates (refer to paragraph 1.13 below)
●	Discount Off List or Catalog (refer to paragraph 1.25 below)

1.1 CONTRACTED LABOR RATES. The contracted labor rates are the fully-burdened and marked-up billing rates for Contractor's labor scheduled in Exhibit 1 to this Pricing Document.

1.1.1 The rates are deemed to be inclusive of the actual gross wages plus all:

(a) applicable payroll taxes, non-payroll employer burden, workers' compensation contributions and health and welfare benefit contributions;

(b) retirement or other pension contributions, vacation, sick time or other paid leave allowances and the like;

(c) required home office support, corporate or subordinate licenses or registrations, corporate insurance, professional association fees, advertising, time and travel by any of Contractor's personnel other than billable personnel and any bonuses or other incentives for all personnel (including billable Personnel);

(d) insurance coverages to be provided by Contractor under the Contract; and

(e) profit.

1.1.2 The rates are not subject to overtime or other premium time unless expressly stated otherwise in the Pricing Document or a relevant Annex thereto.

1.1.3 The rates include all transaction privilege and other sales/use taxes, including any gross receipts taxes on services, unless expressly stated otherwise in the Pricing Document or a relevant Annex thereto.

1.1.4 Reimbursable items consist of three components:

(a) *Site Services, Logistics, and Utilities*. State and Contractor shall each provide those items of site services, logistics and utilities that are assigned to them in Attachment 4 to this Pricing Document. Excluding only those item expressly indicated as being provided by State, provided by others, or a reimbursable item, Contractor shall provide all services, equipment, tools, and logistics necessary for its personnel and otherwise as required to carry out the Work and compensation for all those is deemed to be included in the contractual fee mark-up (if any applies).

i. For items indicated to be paid on a "unit rate" basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is "at risk" for costs it incurs that are in excess of the extended value unless State has issued a Change Order for the excess.

ii. For items indicated to be paid on a "cost" basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices and timesheets (if applicable).

iii. For items indicated to be paid on a "lump sum" basis, Contractor shall request payment for the completed proportion of such items at least monthly.

(b) *Personnel-Related Expenses*. State will only reimburse for those items of personnel-related expense expressly indicated in Attachment 4 to this Pricing Document as a reimbursable item, and it is agreed that the costs of all other such expenses applicable to its personnel and otherwise as required to carry out the Work are adequately compensated in the contractual fee mark-up (if any applies).

i. For items to be paid on a "unit rate" basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is "at risk" for costs it incurs that are in excess of the extended value unless State has issued a Change Order for the excess.

ii. For items to be paid on a "cost" basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices (if applicable). All reimbursements shall be strictly subject to State's travel policy, which is available at https://gao.az.gov/travel.

iii. Contractor must obtain State's written approval prior to booking or going on any reimbursable travel.

iv. Contractor will be reimbursed at the current Travel Policy rates.

v. Contractor shall itemize all per diem and lodging charges.

vi. For items to be paid on a "lump sum" basis, Contractor shall request payment for the applicable proportion of such items at least monthly.

1.2 DISCOUNT OFF LIST OR CATALOG. A discount off list or catalog means a percentage discount to be applied to a base price for from one or more contractually-established price lists against published catalogs. The applicable discounts are scheduled in Exhibit 1 to this Pricing Document.

1.2.1 Unless specified otherwise in the Pricing Document, base price is the price that is most widely offered to general customers at the time of the Order.

1.2.2 The catalogs used to establish base price are specified otherwise in the Pricing Document. If nothing is so specified, then the commercially available catalogs published by Contractor or Subcontractor to a dealer or reseller network for the covered materials or services are to be used.

1.2.3 Each catalog must:

(a) bear the applicable State contract number;

(b) list all materials or services Contractor is authorized to sell under the Contract;

(c) not contain any items that are excluded from the Contract;

(d) provide ordering information and contact information for customer support.

1.2.4 Each catalog and its accompanying price list must include for each item:

(a) a part or model number, if applicable;

(b) a complete and accurate description of the item;

(c) the manufacturer's suggested retail price (MSRP) or Contractor's list price;

(d) a stock keeping unit (SKU) number (SKU) , if applicable;

(e) the item's unit of measure (UOM), if applicable; and

(f) the quantity in the unit of measure (QUOM), if applicable.

1.2.5 Contractor shall provide and maintain concurrent and identical electronic and hardcopy versions of all contracted price lists and catalogs.

(a) The electronic versions are to be provided as an Amendment to the Contract.

i. State, at its discretion, may host Contractor's electronic price lists and catalogs directly, or may link through ProcureAZ as a punch-out.

ii. Regardless of the number and types of links to Contractor's electronic price lists and catalogs, Contractor shall ensure that all Eligible Agencies and Co-Op Buyers are only able to access one unified set of data.

(b) Contractor shall supply sufficient, current hardcopy catalogs and price lists price lists to applicable Eligible Agencies at Contract commencement, and provide prompt hardcopy notice of any changes to list/catalog holders as they occur. Contractor shall not change State or any Eligible Agency (or any Co-Op Buyer, if applicable) for lists/catalogs or updates.

2.0 Pricing

2.1 CONTRACTOR'S BEST PRICING. Supplier warrants that, for the term of the Contract, the prices and discounts set out in Exhibit 1 to this Pricing Document, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

2.1.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.1.2 If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.1.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

2.2 PRICING-ALL-INCLUSIVE:

2.2.1 Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

2.3 PRICE INCREASES:

2.3.1 The SPO may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.

(a) Initial Contract prices will be honored for one year after award of Contract.

(b) All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.

(c) All price adjustments will be implemented by a formal contract change order. State shall determine whether the requested price increase or an alternate option is in the best interest of State.

2.4 PRICE REDUCTIONS:

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

2.5 ADDITIONAL CHARGES:

2.5.1 Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract. All additional work shall be approved by Eligible Agency in advance and be in accordance with the contract rate.

2.6 TRAVEL.

2.6.1 Contractor shall get written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at https://gao.az.gov/travel. The Eligible Agency shall reject any claim for travel reimbursement without prior written approval.

2.7 DELIVERY

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

3.0 Funding

No particular funding considerations apart from paragraph 4.3 of the Uniform Terms and Conditions [*Availability of Funds*] have been identified as of the Solicitation date.

4.0 Invoicing

4.1 INVOICES GO TO BUYING ENTITY. Contractor shall submit all billing notices or invoices to the ordering Eligible Agency or Co-Op Buyer at the address indicated on the applicable Order document.

4.2 MINIMUM INVOICE REQUIREMENTS. Every invoice must include the following information:

Item	Required
Bill-to name and address	●
Contractor name and contact information	●
Remit-to address	●
State contract number	●
Order number (typically the ProcureAZ PO #)	●
Invoice number and date	●
Date the items shipped or services performed	●
Applicable payment terms	●
Contract line item number	●
Contract line item description	●
Quantity delivered or performed	●
Line item unit of measure	●
Item price	●
Extended pricing	●
Discount off list or catalog	●
Taxes *(as a separate invoice line item)*	●
Upcharge shipping/freight, etc. *(as a separate invoice line item)*	Materials only
Total invoice amount due	●

4.3 NO INVOICE WITHOUT AUTHORIZATION. Contractor shall not seek payment for any:

1. Materials or Services that have not been authorized on an acknowledged Order;
2. expediting, overtime, premiums, or upcharges absent State's express prior approval; or
3. Materials or Services that are the subject of a Contract Amendment or Change Order that has not been fully signed.

4.4 PRE-INVOICE REVIEW. Upon Eligible Agency request and shortly before Contractor is scheduled to submit each invoice, the parties' representatives shall meet informally to review any issues relevant to that upcoming invoice so that the formal invoice process is thereby facilitated and made more efficient.

4.5 SUBMITTING INVOICES. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form provided or required by the ordering Eligible Agency or Co-Op Buyer. Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.

4.6 DEFECTIVE INVOICES. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Agency or Co-Op Buyer may, at its discretion, reject any materially defective invoice.

4.6.1 The ordering Eligible Agency or Co-Op Buyer shall notify Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.

4.6.2 Invoices will be deemed automatically rejected upon delivery if they:

4.6.2 (a) are sent to an incorrect address;

4.6.2 (b) do not reference the correct State contract number; or

4.6.2 (c) are payable to any Person other than the Contractor.

4.6.3 The ordering Eligible Agency or Co-Op Buyer will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

4.7 INVOICING FOR TASK ORDERS. For task order Services, invoices must include the following information as applicable to the relevant task order being invoiced against:

1. substantiation of hours worked using:
   a. a detailed daily timesheet;
   b. itemization to the task level; and
   c. breakdown by service area (if the Contract covers more than one area) and Contract Amendment (if any apply);
2. authorizations and receipts for all allowable reimbursable items being invoiced; and
3. Contractor's certification that the invoice has been examined and to the best of Contractor's knowledge and belief the invoiced amounts are entitled, correct, and accurate as can be demonstrated by the contractually-required books and records upon State's demand.

5.0 Payments

5.1 PAYMENT. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 18.1 of the Special Terms and Conditions

5.2 JOINT CHECKS OR DIRECT PAY. applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.

5.3 RECOVERY OF OVER-PAYMENT. If applicable Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.

5.4 PAYMENTS TO SUBCONTRACTORS. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.

5.5 PURCHASING CARD. applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.

5.6 AUTOMATED CLEARING HOUSE. applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from

Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:

https://gao.az.gov/afis/vendor-information

End of Section 2-B

SECTION 2-C: Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1.0 Definition of Terms

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

1.1. Co-Op Buyer

"Co-Op Buyer" means a member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing "eligible procurement unit" under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.

1.2. Eligible Agency

If the Special Terms and Conditions indicates that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.

2.0 Contract Interpretation

No modifications to uniform terms and conditions section

3.0 Contract Administration and Operation

3.1 Term of Contract

The term of the Contract will commence on the date indicated on the Acceptance and continue for five (5) years with an optional additional five (5) year term with annual renewal(s) for a total max term of ten (10) years unless canceled, terminated, or permissibly extended.

3.2 Statewide Contract Provisions

The Contract is a "statewide" contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a "statewide" contract hereunder.

The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be construed as a "delivery order" sub-type of ID/IQ contract to the extent the Work is Materials, and a "task order" sub-type to the extent the Work is Services.

1. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

https://spo.az.gov/procurement-services/cooperative-procurement/coop-usage-report

2. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).
3. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

   https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee
4. Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Purchase Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

   https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee
5. Contractor shall acknowledge each Purchase Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) "approving" the Purchase Order electronically in ProcureAZ, which will indicate Contractor's unqualified acceptance of the Purchase Order as-issued; or (b) "rejecting" the Purchase Order electronically in ProcureAZ, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which Contractor may reject or refuse a Purchase Order are those set out in subparagraph 3.12.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Purchase Order in ProcureAZ, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Purchase Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in ProcureAZ within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Purchase Order in ProcureAZ and if it does so the rejection will be void.
6. Contractor shall acknowledge each Purchase Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Purchase Orders from Co-Op Buyers create no obligation on State's part, since they are entirely

between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

3.3 Multiple-Use Provisions

Eligible Agencies may issue Purchase Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in ProcureAZ. Purchase Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Purchase Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Purchase Order in any of the following ways:

1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Purchase Order using those prices (e.g., filling out a purchase order form), and sending it to Contractor.
2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Purchase Order if and when reaching agreement.
3. As described in *(2)* above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.
4. As described in *(3)* above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

When evaluating the proposals under *(3)* and *(4)* above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.

4.0 Costs and Payments

4.1 Proposal Costs

Costs Incurred During Proposal Development. The State will not be responsible for any cost incurred during the period of proposal development, including but not limited to On-Site Visits, Pre-Offer Conferences, Demonstrations and any other costs incurred by the Offeror in preparation for Bid Offering.

5.0 Contract Changes

No modifications to uniform terms and conditions section.

6.0 Risk and Liability

6.1 Contractor Insurance

Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers,

agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

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.

Insurance Requirements

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

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

Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability (CGL) – Occurrence Form**

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

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $50,000
- Each Occurrence $2,000,000

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

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Business Automobile Liability**

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

- Combined Single Limit (CSL) $1,000,000

Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed

by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. **Workers' Compensation and Employers' Liability**

•	Workers' Compensation	Statutory
•	Employers' Liability	
o	Each Accident	$1,000,000
o	Disease – Each Employee	$1,000,000
o	Disease – Policy Limit	$1,000,000

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

4. **Professional Liability (Errors and Omissions Liability)**

•	Each Claim	$2,000,000
•	Annual Aggregate	$2,000,000

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, 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.

The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

4. **Technology Errors & Omissions Insurance**

•	Each Claim	$2,000,000
•	Annual Aggregate	$2,000,000

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.

Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.

In the event that the Tech E&O 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, 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.

5. **Network Security (Cyber) and Privacy Liability**

•	Each Claim	$2,000,000
•	Annual Aggregate	$2,000,000

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

In the event that the Network Security and Privacy 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, 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.

The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6. Installation Floater

- Coverage amount is $___TBD At Award

Policy shall contain an Additional Insured endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.

The State of Arizona and the Department shall be named as loss payee as its interest may appear.

Coverage shall be written on an all risk, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing/commissioning.

Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Arizona, has an insurable interest in the property required to be covered.

Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State of Arizona.

The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, testing and commissioning, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.

Policy shall contain a Waiver of Subrogation endorsement, as required by written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by the Contractor for the State of Arizona.

Contractor is responsible for the payment of all deductibles under the Installation Floater.

Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation

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

Acceptability of Insurers

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

Verification of Coverage

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

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

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions

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

7.0 Warranties

No modifications to uniform terms and conditions section.

8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section.

9.0 Contract Termination

No modifications to uniform terms and conditions section

10.0 Contract Claims

No modifications to uniform terms and conditions section.

11.0 General Provisions for Products

11.1	**Applicability**	Article 11 applies to the extent the Work is or includes Materials.
11.2	**Off-Contract Materials**	Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Purchase Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such purchase orders from occurring, Contractor is responsible for not accepting any such Purchase Orders; State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Purchase Order under subparagraph 11.18, in either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract.
11.3	**Compensation for Late Deliveries**	Contractor shall have clear, published policies in place regarding late delivery, purchase order cancelation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies that are likely to need them.
11.4	**Indicate Shipping Costs on Purchase Order**	If shipping cost is additional to the contracted price or rate for an item, the Contractor shall identify the shipping cost it intends to add for shipping, as a separate line item on the price quote provided to ASDB. The Contractor shall also provide the required substantiating documentation for the shipping cost with the price quote. If ASDB approves paying a shipping cost, ASDB will list the agreed upon shipping cost as a line item on their Purchase Order, when it is issued. If there is no additional shipping cost, the Contractor shall indicate on the price quote that shipping is included in the Purchase Order price.
11.5	**Current Products**	Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract.

11.6	**Maintain Comprehensive Selection**	Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Pricing Document.
11.7	**Additional Products**	State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of (b) typically requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products.
11.8	**Discontinued Products**	If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones (with demonstration being as described in subparagraph 11.7).
11.9	**Forced Substitutions**	Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.
11.10	**Recalls**	In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Purchase Order referencing the affected Purchase Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall.
11.11	**Delivery**	11.11.1 PRICING. Unless stated otherwise in the Pricing Document, all Materials prices set forth therein are FCA (seller's dock) Incoterms®2010, with "seller's dock" meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.O.B. Origin, Contractor's Facility" under FAR 52.247-30.

11.11.2 LIABILITY. Unless stated otherwise in the Pricing Document or an Purchase Order, Contractor's liability for all Materials is DDP (State-designated receiving point per Purchase Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to "F.O.B. Destination, Within Consignee's Premises" under FAR 52.247-35.

11.11.3 PAYMENT. Unless stated otherwise in the Pricing Document or an Purchase Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Purchase Order) and FCA (seller's dock) with no mark-up, which Contractor shall itemize and invoice separately.

11.12 Delivery Time

Unless stated otherwise in the Pricing Document generally or in the applicable Purchase Order particularly, Contractor shall make delivery within 2 (two) weeks or earlier after receiving each Purchase Order. If Contractor is unable to make delivery within 2 (two) weeks after receiving the Purchase Order, the Contractor will communicate expected delivery time to Eligible Agency within 24 hours after Purchase Order.

11.13 Delivery Locations

Contractor shall offer deliveries to every location served under the scope of the Contract, specifically:

1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;
2. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;
3. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency location that is not in the excluded areas; and
4. if the Contract is for unrestricted statewide use, then:
    a) Contractor shall deliver to any Eligible Agency anywhere in Arizona;
    b) if the Pricing Document indicates defined delivery areas and prices, those always apply unless the Purchase Order expressly states otherwise and Contractor accepts it.

11.14 Conditions at Delivery Location

Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Purchase Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions.

11.15 Materials Acceptance

State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials

from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

11.16 Correcting Defects

Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials.

1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.
2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [Right of Offset] of the Uniform Terms and Conditions.
3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

11.17 Returns

State may, at its discretion, return for full credit and with no restocking charges any delivered Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within 30 (thirty) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for paying freight, delivery, or transit insurance costs to return the products and may, at its discretion, either have those billed directly to Contractor or offset them under paragraph 8.5 [Right of Offset] of the Uniform Terms and Conditions.

11.18 Purchase Order Cancellation

State may cancel Purchase Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels an Purchase Order, then State shall:

1. pay Contractor for any portion of the Materials and Services from that Purchase Order that have been properly delivered or performed as of the cancellation effective date plus 1 (one) additional business day;
2. reimburse Contractor for:
    a) its actual, documented costs incurred in fulfilling the Purchase Order up to the cancellation effective date plus 1 (one) additional business day; and
    b) the cost of any obligations it incurred as of the cancellation effective date plus 1 (one) additional business day that demonstrably cannot be canceled, or that have pre-established cancelation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and

3. contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancelation notice plus 1 (one) business day or for any lost profits or opportunity.

By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Purchase Order.

11.19 Product Safety

Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.

11.20 Hazardous Materials

Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor's responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup.

12.0 General Provisions for Services

12.1 Applicability

Article 12 applies to the extent the Work is or includes Services.

12.2 Comprehensive Services Offering

Contractor shall provide the comprehensive range of services for which a price is established in the Pricing Document for ordering by Eligible Agencies, and Co-Op Buyers if co-op buying applies.

12.3 Additional Services

State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.

12.4 Off-Contract Services

Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Purchase Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such purchase orders from occurring, Contractor is responsible for not accepting any such Purchase Orders. State may, at its discretion, cancel any such Purchase Order without obligation. As used above, "off-contract service" refers to any

service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.

12.5 Removal of Personnel

Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.

12.6 Transitions

During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or purchase orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition. State may permit Contractor (outgoing) to complete work or purchase orders in progress to ease the transition as is safest and most efficient in each instance.

12.7 Accuracy of Work

Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.

12.8 Requirements at Services Location

Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Purchase Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.

12.9 Services Acceptance

State has the right to make acceptance of Services subject to acceptance criteria. State may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for un-accepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection.

12.10 Corrective Action Required

Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.

1. Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).
2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.
3. Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.

13.0 Data and Information Handling

13.1 Applicability

Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

13.2 Data Protection and Confidentiality of Information

Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
2. Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.

13.3 Personally Identifiable Information.

Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees' or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract.

For purposes of this paragraph:

1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information*; and
2. "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P* 2180*.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

NOTE (1): For convenience of reference only, the OMB memorandum is available at:

https://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf

NOTE (2): For convenience of reference only, the GSA directive is available at:

http://www.gsa.gov/portal/directive/d0/content/658222

13.4 Protected Health Information

Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;
2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in *(1)* above; and
3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in *(1)* above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at:

http://www.hhs.gov/hipaa/for-professionals/privacy/index.html

14.0 Information Technology Work

14.1 Applicability

Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined In A.R.S. § 41-3501(6) 6: " . . . computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.

14.2 Background Checks

Each of Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S § 41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.

14.3 Information Access

14.3.1 SYSTEM MEASURES. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.

14.3.2 INDIVIDUAL MEASURES. Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.

14.3.3 ACCESS CONTROL. Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in

the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.

14.4 Pass-Through Indemnity

14.4.1 INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.

14.4.2 NOTIFY OF CLAIMS. State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:

(a) State reserves the right to elect to participate in the action at its own expense;

(b) State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and

(c) State shall in any case cooperate in the defense and any related settlement negotiations.

14.5 Systems and Controls

In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

14.6 Redress of Infringement

14.6.1 REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Contractor shall at its sole cost and expense and in consultation with State either:

(a) replace any infringing items with non-infringing ones;

(b) obtain for State the right to continue using the infringing items; or

(c) modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.

14.6.2 CANCELLATION OPTION. In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Purchase Order or terminate the Contract and Contractor shall take back the infringing items. If State does cancel the Purchase Order or terminate the Contract, Contractor shall refund to State:

(a) for any software created for State under the Contract, the amount State paid to Contactor for creating it;

(b) for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and

(c) for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.

14.6.3. EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:

(a) modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;

(b) operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or

(c) combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

14.7 First Party Liability Limitation

14.7.1 LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of $1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.

14.7.2 PROVISOS. This paragraph 14.7 limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph 14.7 does not limit liability arising from any:

(a) Indemnified Claim against which Contractor has indemnified State Indemnitees;

(b) claim against which Contractor has indemnified State Indemnitees; or

(c) provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

14.7.2 PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Purchase Order (or if no Purchase Order applies), then "purchase price" in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all change orders or other forms of Contract Amendment having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Purchase Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Purchase Order.

14.7.3 NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

14.8 Information Technology Warranty

14.8.1 SPECIFIED DESIGN. Where the Scope of Work for information technology Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

(a) modified or altered by anyone not authorized by Contractor to do so;

(b) maintained in a way inconsistent to any applicable manufacturer recommendations; or

(c) operated in a manner not within its intended use or environment.

14.8.2 COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

(a) to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;

(b) the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code

that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and

(c) it will provide a new or clean install of any COTS software that State has reason to believes contains harmful code.

14.8.3 PAYMENT HAS NO EFFECT. The warranties in this paragraph are not affected by State's inspection, testing, or payment.

14.9 Specific Remedies

Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability. If none of the forgoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

14.10 Section 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

14.11 Cloud Applications

The following are required for Contractor of any "cloud" solution that hosts State data outside of the State's network, or transmits and/or receives State data.

1. Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: https://aset.az.gov/resources/policies-standards-and-procedures, and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.
2. State reserves the right to conduct Penetration tests or hire a third party to conduct penetration tests of the Contractor's application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.
3. Contractor must submit copy of system logs from cloud system to State of AZ security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.

15.0 Agency Contract Administration and Operations – Department of Corrections

15.1 Drug Testing Program

The Contractor shall implement a drug and alcohol testing program for applicants, employees and volunteers, at no additional cost to the Department. The Contractor shall ensure that all subcontractors implement the same drug and alcohol testing program required by the Department. The program shall meet the requirements of Department Order 522, Drug-Free Workplace.

15.2 Department Policies and Procedures

The contractor shall follow all Department policies, procedures and Department Orders (DO) and Directors Instruction (DI) i.e., drug-free workplace, dress code, grooming, etc. The policies, procedures, DO and DI are available on the following website www.azcorrections.gov.

15.3 Notice Warning

Any person who takes into or out of or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statues. All persons, including, employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles,

Authority	A.R.S. §13-2501:
	A.R.S. §13-2505
	ADC Department Order 708

15.4 Contraband

Contraband means any dangerous drug, narcotic drug, intoxicating liquor or any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e., marijuana, nonprescription medications, etc.)

Promoting prison contraband A.R.S. § 13-2505:

A person, not otherwise authorized by law, commits promoting prison contraband:

a. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or

b. By knowingly conveying contraband to any persons confined in a correctional facility; or

c. By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Promoting Prison Contraband is a Class 5 felony.

Authority	A.R.S. § 13-2501
	A.R.S. § 13-2505
	ADC Department Order 70814.4.2

15.5 Rules and Regulations

15.5.1 Attention of the Offerors is called to the requirements specified in **Attachment 6**, Rules for Non-Employees of the Department of Corrections in Arizona State Prison Complexes which shall be adhered to in all respects.

15.5.2 Should the Contractor require signatures of other parties such as subcontractor or persons directly or indirectly employed by the Contractor, it shall be the Contractor's responsibility to obtain such signatures. The signed document must be submitted within ten (10) days of notification of intent to award.

15.6 Unlawful Sexual Conduct

15.6.1 A person – who is employed by the State Department of Corrections or the Department of Juvenile Corrections; is employed by a private prison facility or a city or county jail; Contracts to provide services with the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail; is an official visitor, volunteer or agency representative of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail – commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county.

15.6.2 This section does not apply to a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to the State Department of Corrections or was incarcerated in a city or county jail.

15.6.3 Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.

15.6.4 Unlawful sexual conduct; correctional facilities; classification; Definition A.R.S. §13-1419.

15.7 Federal Prison Rape Elimination Act 2003

15.7.1 The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003.14.7.2

End of Section 2-C

SECTION 2-D:

Uniform Terms and Conditions

Version 2018 (2/1/2018)

1.0 Definition of Terms

1.1	**Acceptance**	"Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract.
1.2	**Accepted Offer**	If State did not request a Revised Offer, then "Vendor Offer" means the Initial Offer. If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer. If State requested a Best and Final Offer, then "Accepted Offer" means the latest Best and Final Offer.
1.3	**Arizona Procurement Code; A.R.S.; A.A.C.**	The "Arizona Procurement Code, "A.R.S.," and "A.A.C." refers to Arizona Revised Statutes ("A.R.S.") § 41-2501, *et seq.*, and the rules promulgated thereunder, Arizona Administrative Code ("A.A.C.") R2-7-101, *et. seq.*
1.4	**Arizona TPT**	"Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at: https://www.azdor.gov/business/transactionprivilegetax.aspx.
1.5	**Attachment**	"Attachment" means any item that: 4. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO); 5. was attached to an Offer when submitted; and 6. was included in the Accepted Offer.
1.6	**Contract**	"Contract" " means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments or authorized Purchase Orders.
1.7	**Contract Amendment**	"Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. Only the Procurement Officer responsible for this Contract has the authority to modify or amend this Contract. In ProcureAZ, the term "Change Order" has the same meaning as "Contract Amendment".
1.8	**Contract Terms and Conditions**	"Contract Terms and Conditions" means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.
1.9	**Contractor**	"Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.
1.10	**Contractor Indemnitor**	"Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, volunteers or Subcontractors.

1.11	**eProcurement System (currently ProcureAZ)**	"eProcurement System" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy. This eProcurement System may be subject to change. The State's current eProcurement system is "ProcureAZ." The current version of the ADOA policy regarding the State's eProcurement System is *Technical Bulletin No. 020, ProcureAZ – The Official State eProcurement System*. NOTE (1): Technical Bulletin No. 020 is available online at: https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations NOTE (2): The URL for ProcureAZ itself is: https://procure.az.gov/
1.12	**Gratuity**	"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
1.13	**Indemnified Basic Claims**	"Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorney fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.2.
1.14	**Instructions to Offerors**	"Instructions to Offerors" is Section 3-a of Part 3 of the Solicitation Documents.
1.15	**Materials**	"Materials" has the meaning given in A.R.S. § 41-2503(7). Materials includes software, except that if software is sold or provided as a service, then to the extent it consists of encoded information or computer instructions it is included in "Materials" and to the extent it is a service it described in "Services" below.
1.16	**Offer: Initial Offer; Revised Offer; Best and Final Offer (BAFO)**	"Initial Offer" means, per A.A.C. R2-7-101(33), Offeror's proposal submitted to State in response to the Solicitation, as initially submitted. "Revised Offer" means any revised versions of the Initial Offer that Offeror has submitted to State at State's request as permitted under A.A.C. R2-7-C314 and R2-7-C315. "Best and Final Offer" ("BAFO") means, per A.A.C. R2-7-101(8), the Revised Offer submitted after negotiations have been completed that contain Offeror's most favorable terms for price, service, and products to be delivered. Reference to "an Offer, "the Offer," or "your Offer" means any of the Initial Offer, a Revised Offer, or the Best and Final Offer.
1.17	**Pricing Document**	"Pricing Document" means Section 2-B of Part 2 of the Solicitation Documents, provided that, if there is no such Section in the Contract, then "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
1.18	**Procurement Officer**	"Procurement Officer" means the person, or his or her designee, who has been duly authorized by the State to enter into and administer the Contract and to make written determinations with respect to the Contract. Procurement Officer is as identified on the Acceptance unless subsequently changed by Contract Amendment.
1.19	**Purchase Order**	"Purchase Order" means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Purchase Order or many Purchase Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being a "Purchase Order": 1. "Release" or "Release Purchase Order" in ProcureAZ;

2. "task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in ProcureAZ; or
3. "purchase order" for buying by Co-Op Buyers, if co-op buying applies.

1.20 Services "Services" has the meaning given in A.R.S. § 41-2503(35), Services include the service aspect s of software described in the definition of "Materials" above.

1.21 Specification "Specification" has the meaning given in A.R.S. § 41-2561. Specifications (if any are included in the Contract), are indexed in the Scope of Work and could be bound separately from the other documents forming the Contract.

1.22 State With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Purchase Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Purchase Order.

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

1.24 State Indemnitees "State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.

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

1.26 Subcontractor "Subcontractor" has the meaning given in A.R.S. § 41-2503(38).

1.27 Work "Work" means the totality of the provision of Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2.0 Contract Interpretation

2.1 Arizona Law The Contract is governed by, and is to be interpreted in accordance with, the laws of the State of Arizona, including, but not limited to the Arizona Procurement Code, without consideration of conflict of laws principles.

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

2.3 Contract Order of Precedence COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary and all provisions are to be interpreted as a single, united Contract. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, the Contract documents and their provisions are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions within the same sub-section below, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

(a) Contract Amendments;

(b) the Solicitation Documents, in the order:

(1) Special Terms and Conditions;

(2) Exhibits to the Special Terms and Conditions;

(3) Uniform Terms and Conditions;
(4) Scope of Work;
(5) Exhibits to the Scope of Work;
(6) Pricing Document;
(7) Exhibits to the Pricing Document;
(8) Specifications; and
(9) any other documents referenced or included in the Solicitation;

(c) Orders, in reverse chronological order; and

(d) Accepted Offer.

2.4 Severability

The provisions of this Contract are severable to the extent allowed under Arizona Contract Law. Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the Contract and will not affect any other term or condition of the Contract..

2.5 Complete Integration

The Contract, including any documents incorporated into the Contract by reference and any authorized Contract Amendments and Orders, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract. No course of prior dealings between the parties shall supplement or explain any terms used in this document and no other understanding either oral or in writing can independently bind the State to changes to the Contract.

2.6 Independent Contractor

Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

2.7 No Waiver of Rights

Either party's failure to insist on strict performance of any term or condition of the Contract is not, and is not to be construed as being, nor will it be deemed, a waiver of that term or condition or a bar to, or diminishment of the right of, subsequent enforcement of any term or condition.

3.0 Contract Administration and Operation

3.1 Books and Records; Audit

3.1.1 RETAIN RECORDS. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.

3.1.2 RIGHT TO AUDIT. The retained books and records are subject to audit by State during that period. By A.R.S. § § 35-214 and-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.1.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.1.1 and 3.1.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities. Any person who obstructs or impairs an audit being conducted or about to be conducted in relation to and Contract or Subcontract with the State may be found guilty of a Class 5 Felony under A.R.S. § 35-215.

3.2 Non-Discrimination

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Contractor Licenses

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.

3.4 Inspection and Testing

By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor's or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

3.5 Notices and Correspondence

3.5.1 TO CONTRACTOR. State shall:

(a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding ProcureAZ Vendor Profile; and

(b) address notices to Contractor to the "Contractor Name and Title" at the "Mailing Address" indicated in the Contract

3.5.2 TO STATE. Contractor shall :

(a) address all Contract correspondence, other than notices, to the email address indicated in "Contact Instructions" in the ProcureAZ Summary for State; and

(b) address any required notices to State to Procurement Officer identified as "Purchaser" in the ProcureAZ Summary at the following mailing address:

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

3.5.3 CHANGES. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.

3.6 Signing of Contract Amendments

Contractor's counter-signature – or "approval" in ProcureAZ, in the case of a Change Order – is not required to give effect if the Contract Amendment only covers either:

4. extension of the term of the Contract within the maximum aggregate term;
5. revision to Procurement Officer appointment or contact information; or
6. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in *(1)*, *(2)*, and *(3)* above, both parties' signature – or "approval" in ProcureAZ, in the case of a Change Order – are required to give it effect.

3.7 Click-Through Terms and Conditions

If either party uses a web based ordering system, an electronic purchase order system, an electronic purchase order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor hereby acknowledges and agrees that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized

State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.8 Ownership of Intellectual Property

3.8.1 RIGHTS IN WORK PRODUCT. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

(a) "Government Purpose Rights" are:

i. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;

ii. the right to release or disclose that work product to third parties for any State government purpose; and

iii. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

(b) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

3.8.2 JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.8.3 PRE-EXISTING MATERIAL. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.8.1 above, and will remain the exclusive property of Contractor, provided that any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product.

3.9 Subcontracts

3.9.1 INITIAL LIST. At the time of Contract execution, Contractor may have listed prospective Subcontractors in Attachment 3-C to the Vendor Offer [*Proposed Subcontractors*]. If a Subcontractor is on this initial list in a Vendor Offer, then the Contractor has the Procurement Officer's advance consent to enter into a Subcontract with each listed candidate.

3.9.2 ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on Attachment 3-C at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case *(a)* or *(b)*, Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.

3.9.3 FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.10 E-Verify Requirements

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. Contractor acknowledges and agrees that under A.R.S. § 41-4401, State retains the legal right to inspect papers of any Contractor employee who works under the Contract to ensure compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract.

3.11 Offshore Performance of Certain Work Prohibited

Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.

3.12 Purchase Orders

3.12.1 PURCHASE ORDER SUFFICIENCY. A Purchase Order issued by an authorized person that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Purchase Order.

3.12.2 PURCHASE ORDER TERMS. All Purchase Orders are subject to the Contract Terms and Conditions; a Purchase Order cannot modify the Contract Terms and Conditions.

3.12.3 PURCHASE ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Purchase Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Purchase Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Purchase Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.

3.12.4 SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Purchase Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract and (b) the Contract was created in ProcureAZ as something other than a "Master/ Blanket" type.

3.12.5 NO MINIMUMS OR COMMITMENTS. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Purchase Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Purchase Orders; and (d) State is not limited as to the number of Purchase Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Purchase Order or, if applicable, a Co-Op Buyer issues it.

3.12.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

3.13 Other Contractors

State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's

employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work.

3.14 Work on State Premises

3.14.1 COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. Contractor shall comply with State security requirements in order to deliver, install, or perform at that particular location, without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract.

3.14.2 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall promptly repair or replace any damage it caused and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*].

3.15 Advertising, Publishing and Promotion of Contract

Contractor shall not advertise, promote, or otherwise use information concerning the Contractor commercial benefit without the prior written approval of Procurement Officer, which approval Procurement Officer may withhold at his or her discretion.

4.0 Costs and Payments

4.1 Payments

4.1.1 PAYMENT DEADLINE. State shall make payments in compliance with Arizona Revised Statues Titles 35 and 41. Unless stated otherwise in the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in ProcureAZ and provided a current IRS Form W-9 or an equivalent form to the State unless excused by law from providing one.

4.1.2 PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Vendor Offer.

4.2 Applicable Taxes

4.2.1 CONTRACTOR TO PAY ALL TAXES. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

4.2.2 TAX INDEMNITY. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well any

related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

4.3 Availability of Funds for the Next State fiscal year

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

4.4 Availability of Funds for the current State fiscal year

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

4.4.1. Accept a decrease in price offered by the contractor;

4.4.2. Cancel the Contract; or

4.4.3. Cancel the contract and re-solicit the requirements

5.0 Contract Changes

5.1 Amendments

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

5.2 Assignment and Delegation

5.2.1 IN WHOLE. Contractor shall not assign or delegate its duties under the Contract, in whole or in part, without Procurement Officer's prior written consent; Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

5.2.2 IN PART. Subject to paragraph 3.9 (*Subcontracts*) with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

6.0 Risk and Liability

6.1 Risk of Loss

Contractor shall bear all risk of loss to Materials if, and as, those duties are within the scope of the Work, until they have been accepted as conforming by State in the manner specified in the Purchase Order, or as specified generally elsewhere in the Contract if the Purchase Order does not provide particulars. Risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2 Basic Indemnification

6.2.1 CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless State Indemnitees from Indemnified Basic Claims that: (a) are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor Indemnitor; (b) arise out of or are recovered under worker compensation laws; and/or (c) arise out of a Contractor Indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor Indemnitors shall indemnify the relevant State Indemnitees from and against Indemnified Basic Claims in all instances except where the Indemnified Basic Claim

arises solely from those State Indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor Indemnitors with respect to State Indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor Indemnitors. In consideration of the award of the Contract by a State Indemnitee, Contractor hereby waives all rights of subrogation against State Indemnities for losses arising from the Work.

If Contractor is a public agency, this paragraph does not apply and subparagraph 6.2.1 below applies instead.

6.2.2 PUBLIC AGENCY. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

6.2.3 If Contractor is not a public agency, this paragraph does not apply and subparagraph above applies instead.

6.3 Patent and Copyright Indemnification

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorney fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
3. State may elect to participate in such action at its own expense; and
4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this paragraph 6.3 does not apply.

6.4 Force Majeure

6.4.1 DEFINITION. For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.10 (*Performance in Public Health Emergency)*, declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

6.4.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party

shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

6.4.3 EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

6.4.4 DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.

6.5 Third Party Antitrust Violations

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

7.0 Warranties

7.1 Liens

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

7.2 Conformity to Requirements

Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.

7.3 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for 1 (one) year after acceptance by the State of the materials, they shall be:

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

7.3.2. Fit for the intended purposes for which the materials are used;

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

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

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

7.4 Inspection/Testing

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

7.5 Compliance with Laws

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

7.6 Survival of Rights and Obligations after Contract Expiration or Termination

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

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

7.7 Contractor Personnel

Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.8 Intellectual Property

Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

7.9 Operational Continuity

Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.2 (*Assignment and Delegation*) that expressly recognizes the event.

7.10 Performance in Public Health Emergency

Contractor warrants that it will:

1. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and
2. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.4 (*Force Majeure*) for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.

7.11 Lobbying

7.11.1 PROHIBITION.

(a) Contractor warrants that:

i. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and

ii. upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

(b) Contractor shall implement and maintain adequate controls to assure compliance with *(a)* above.

(c) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.11.2 EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

8.0 State's Contractual Remedies

8.1 Right to Assurance

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

8.2 Stop Work Order

8.2.1. The State may, at any time, by written order to the Contractor (the "Stop Work Order"), require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State in the Stop Work Order. The order shall be specifically identified as a Stop Work Order issued under this clause. Upon receipt of the Stop Work 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 Stop Work Order during the period of work stoppage.

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

8.3 Non-exclusive Remedies

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

8.4 Nonconforming Tender

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

8.5 Right of Offset

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

9.0 Contract Termination

9.1 Cancellation for Conflict of Interests

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

9.2	**Gratuities**	The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
9.3	**Suspension or Debarment**	The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
9.4	**Termination for Convenience**	The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.
9.5	**Termination for Default**	9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor. 9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand. 9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
9.6	**Continuation of Performance Through Termination**	The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10.0 Contract Claims

10.1	**Claim Resolution**	Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to the Arizona Procurement Code, including judicial review under A.R.S. § 12-1518.
10.2	**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).

End of Section 2-D
End of Part 2

Attachment 3-C

Proposed Subcontractors

Check "NO" if you **WILL NOT** subcontract any portion of the Work and will therefore be carrying out all of the Work with your own personnel.

○	NO, the Offeror will not subcontract any portion of the Work.

If you WILL subcontract any portion of the Work, check "YES" below and list name of persons or companies you propose to use as subcontractors.

1. Fill in the information for every significant subcontractor – indicate the type of work the subcontractor will perform under the Contract, and their approximate percentage of the total Contract work.
2. Provide copies of relevant certifications each one possesses in the Attachment Supplements section.
3. Provide description of quality assurance methods and quality control measures that you will use to ensure that Subcontractor work meets the Contract requirements.
4. State may demand additional information about proposed subcontractors as a precondition of award.

●	YES, the Offeror will use the Subcontractors listed below:

	Name and contact information	Small Business	Work to be performed	%
1.	Gila Electronics 2481 E Palo Verde St Yuma, AZ 85365 (928) 726-0896	YES	Front-line sales, support, engineering, and field service as a regional Manufacturer's Representative ("MR") of Motorola serving primarily Yuma, La Paz, and Mohave counties.	5
2.	ADW Communications 14350 N 87th St #145 Scottsdale, AZ 85260 (480) 291-6820	YES	Provides turnkey project management, engineering, and construction services for wireless infrastructure.	5
3.	Mangum Civil Constructors, Inc., 1075 E Salter Dr Phoenix, AZ 85024 (602) 466-3926	YES	Full range of construction and technical services in the general and wireless construction industry and are an "In-House" builder with it's own civil, tower, DC and fiber crews	5
4.	High Desert Communications, Inc., 372 W Cullumber Ave Gilbert, AZ 8523 (480) 632-0020	NO	Full service communication site/tower design, engineering, installation, and ongoing support.	5
5.	NB Construction, Inc., 16602 N 23rd Ave Ste 111 Phoenix, AZ 85023 (480) 947-3599	NO	Provider of wireless communications site development services for government, enterprise and commercial carriers.	5

6.	Arizona West Builders, Inc., 7515 S Atwood Mesa, AZ 85212 (480) 988-3630	NO	Licensed general contractor that specializes in "turn-key" construction and maintenance solutions for the cellular industry including tower erection, foundations, excavations, electrical, RF and microwave installation/services, site surveys, power and Telco coordination services.	5
7.	Pyramid Network Services, LLC. 6615 Towpath Road East Syracuse, NY 13057 (315) 701-1300	NO	Pyramid is Motorola Solutions largest preferred vendor for site development services across the United States and Canada, and has completed over 340 distinct public safety projects. Pyramid Network Services—is a leading nationwide turnkey communications systems contractor delivering cost effective solutions to design, develop and deploy wireless communications networks for both commercial carriers AND Federal, State, & Local public safety agencies.	5

End of Attachment 3-C

Attachment 5-B

Conformance Statements

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ PARAGRAPH **ERROR! REFERENCE SOURCE NOT FOUND.** OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

CONFORMANCE TO THE INSTRUCTIONS:
(PART 3 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

○ YES – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents and attests that its Offer complies with both.

● NO – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 1**.

CONFORMANCE TO THE TECHNICAL DOCUMENTS:
(PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

○ YES – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both.

● NO – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 2**.

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS:
(PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

○ YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices, in Part 2 of the Solicitation Documents and attests that its Offer complies with both.

● NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 3**.

ATTACHMENT 5-B Supplement No. 1:

Exceptions to Instructions

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 1-A: Solicitation Details		
x	x	x
x	x	x
x	x	x
Section 1-B: Instructions to Offerors		
6.3 Cost or Pricing Data	Pursuant to A.R.S § 41-2543 per A.A.C. R2-7-702(B)(2), Motorola certifies to the best of its knowledge and belief the pricing provided within its response is accurate, complete and current. Motorola will cooperate with reasonable requests for pricing validity information but will not be required to provide its internal cost and pricing data which it considers confidential and proprietary information.	9.16.19 See attached Change Log to Attachment 5-B Exceptions, ("5-B Change Log").

Motorola Solutions, Inc.

Company Name

Signature of Person Authorized to Sign

NOTE: Offeror must sign and return all Attachment 5-B Supplements Nos. 1 – 3 (even if not submitting exceptions)

ATTACHMENT 5-B Supplement No. 2:

Exceptions to Technical and Commercial

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 2-A: Scope of Work (Technical Document)		
2.49.4 E&M / DC Control	Comply with clarification, No DC Control, Exception on DC Contact Keying	9.16.19 See attached 5-B Change Log for all Section 2-A.
2.52.1 Physical Construction	Comply w/ one exception 36.8 lbs x	
2.52.5	Exception 10Mhz to 1050Mhz (useable from 100kHz); Optional to 2700MHz	
2.55.1 x	Exception 10Mhz to 1050Mhz (useable from 100kHz); Optional to 2700MHz	
3.23.1x	Exception- PTP820 doesn't provide way-side service channel.	
3.37 Feed Connection	Exception-TNC connectors	
3.39.1	Exception – 100/200KHz options not supported (OK) - cnReach is a software defined radio. In 900 MHz MAS band current max bandwidth is 50 kHz but 100/200 kHz channels can be added via roadmap.	
Capacity Received Signal Level (RSL) in dBm (c) 28 - DS-1 / 10 MHz -73 76 73 76 77	Exception-not offered	
Capacity Received Signal Level (RSL) in dBm d) 84 - DS-1 / 30 MHz -68 72 69 71 73	Exception not offered	

Capacity Received Signal Level (RSL) in dBm (b) 28 - DS-1 / 10 MHz -80	Exception not offered	
Capacity Received Signal Level (RSL) in dBm (c) 84 - DS-1 / 30 MHz -67 73	Exception not offered	
Capacity Received Signal Level (RSL) in dBm (b) 28 - DS-1 - 78	Exception not offered	
Capacity Received Signal Level (RSL) in dBm (c) 84 - DS-1 - 68 73	Exception not offered	
4.5.1	**Exception-Motorola has a 2-yr standard warranty on microwave and LMR antennas. If any products are discontinued Motorola will be able to provide spare parts and repair for a period of 7 yrs.**	
5.15.12	Motorola does not support DC control	
5.16.2 Panel Wiring/Remote Electronic Circuitry- FPD consoles (a)	Exception CAT5e cable range is only 100 mts. However, Motorola can provide a fiber link to connect the base station to the Conventional interface.	
5.16.2 Panel Wiring/Remote Electronic Circuitry- FPD consoles (b)	Exception CAT5e cable range is only 100 mts. However, Motorola can provide a fiber link to connect the base station to the Conventional interface.	
5.16.5 Maintainability (a)	Exception Motorola's CCGWs can support from 1 to 8 channels per module.	

Section 2-B: Commercial Document

Section 2.1 Contractor Best Pricing	Motorola takes exception to this provision and requires its removal.	Motorola Solutions builds communication equipment, systems and solutions that do not fit within a standard conventional pricing framework. Due to the unique pricing and design specifications for each customer's communication equipment, system and solution requirements, Motorola Solutions cannot guarantee that the pricing offered in this proposal is no higher or lower than prices offered to other customers. 9.16.19 See attached x5-B Change Log.

Motorola Solutions, Inc.

Company Name

Signature of Person Authorized to Sign

NOTE: Offeror must sign and return all Attachment 5-B Supplements Nos. 1 – 3 (even if not submitting exceptions)

ATTACHMENT 5-B Supplement No. 3:

Exceptions to Contract Terms & Conditions

Article/ Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 3-A: Special Terms & Conditions		
Section 6.1 Contractor Insurance Indemnification Clause	Motorola complies with the general indemnification described in this section subject to removing the words “or intangible” and “arising or recovered under the Worker’s Compensation Law”.	Motorola believes that Workers Compensation is provided for and covered in Subsection 6.1.3. The proposed edits are consistent with the indemnification language agreed by the State in previous contracts, including ADSPO13-036880. 9.16.19 See attached 5-B Change Log
Section 6.1 Contractor Insurance-Insurance Requirements	Please see the attached proposed modifications for how Motorola can comply with the State's insurance requirements	The parties have previously negotiated an insurance module in the Arizona Department of Transportation Solicitation # T11-43-00008, agreed as applicable to ADSPO13-036880. Motorola’s Corporate Insurance Department believes that the changes it has made to this section are in line with what has been previously negotiated and agreed upon between the State and Motorola. 9.16.19 see attached 5-B Change Log
Section 13.1 Applicability	Motorola complies with the language with the removal of the words 'or from others at State's behest.'	It is unclear if Motorola has a contractual relationship with the 3rd party. 9.16.19 See attached 5-B Change Log

Section 13.2 Data Protection & Confidentiality	Motorola proposes the following language in lieu of the RFP language: Contractor warrants that, to the extent the Work includes (1) or (2) above, it will establish and maintain procedures and controls for ensuring that State's proprietary and sensitve data is protected from unauthorized access and that information obtained from the State in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. Contractor, the third party manufacturer, and the copyright owner of any non-Contractor software own and retain all of their repective proprietary rights in the equipment and software, and nothing in this Article 13 is intended to restrict their proprietary rights. All intellectual property developed, originated, or prepared by Contractor in connection with providing to State the Work remain vested exclusively in Contractor, and this Article 13 does not grant to State, either directly or by implication, estoppel, or otherwise, any right, title or interest in Contractor's Proprietary Rights.	The RFP language "all data created by Contractor" in the next to last sentence of the first paragraph in this section implies transfer of IP rights, which is not contemplated in the work Motorola would be performing. 9.16.19 See attached 5-B Change Log.
Section 13.2.1 Data Protection & Confidentiality	Motorola complies with the language in 13.2.1.a and b with the following suggested modifications: (1) with the replacement of 'immediately' with 'promptly' and (2) in 13.2.1.b with the insertion of 'reasonably' at the beginning of the statement. Motorola takes exception to 13.2.c and requests its removal.	Motorola requests these modifications to be in line with industry standard language. Regarding 13.2.c., it is not reasonably practicable to notify the State to every possible threat which might affect the system. 9.16.19 See attached 5-B Change Log.
Section 13.2.2 Data Protection & Confidentiality	**Motorola complies with the language in 13.2.2.a with the insertion of 'except as required by law' a the beginning of the statement.**	**Motorola requests these modifications to be in line with industry standard language.** 9.16.19 See attached 5-B Change Log.
Section 13.3.2 Personally Identifiable Information	**Motorola clarifies that it maintains industry standard security measures to protect the Solution from intrusion, breach, corruption, or other security risk. Please see Section 4.1 of the attached Subscription Services Addendum for more information on Motorola's compliance with security standards.**	**Motorola asserts it is CJIS compliant.** 9.16.19 See attached 5-B Change Log.

Section 14.3.3 Access Control	**Motorola proposes the inclusion of the following language within this section: To the extent permitted by law, State retains ownership of State Data. State grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such State Data for the purpose of providing the Subscription Services to State, other Motorola customers and end users. In addition to the rights listed above, State grants Motorola a license to sell an Anonymized version of State Data for any purpose.**	**Motorola requests the ability to retain rights to use anonymized and derivative data for purposes of improving its product.** 9.16.19 See attached 5-B Change Log.
Section 14.4 Pass-through Indemnity	**Motorola proposes the language in Section 3 of the Additional Provisions in place of the RFP language regarding infringement indemnity:**	**Motorola requests the use of its standard intellectual properity infringement indemnities for its solutions.** 9.16.19 See attached 5-B Change Log.
Section 14.8.2.b Information Technology Warranty	**Motorola proposes the following language in lieu of the RFP: At Customer's request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Motorola will respond to any reported problem as an escalated support call.**	**As is industry standard, Motorola does not provide a warranty against worms and viruses.** 9.16.19 See attached 5-B Change Log.
Section 14.11.2 Cloud Applications	**Motorola requests 'serious flaws' be expressly defined. Motorola will not allow either State or third-party penetration testing from within Motorola's system**	**Requested definition to clarify between the parties what errors are agreed as serious meriting correction. Motorola's security policies do not allow outside-Motorola entities access to Motorola's internal system for penetration testing.** 9.16.19 See attached 5-B Change Log.

Section 14.11.3 Cloud Applications	**Motorola proposes the following language: Contract will submit a copy of system logs specific to the State from cloud system to State of AZ security team on an annual basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).**	**Motorola requests clarity on what logs are being requested and the proposed regularity of such requests.** 9.16.19 See attached 5-B Change Log.
Section 15.1 Drug Testing Program	**Motorola affirms that all employees are required to submit to a five-panel drug screen at the time of hire, where permitted by law. If Motorola is awarded the contract, Motorola agrees to discuss the need for additional drug tests of Motorola employees and to negotiate a contractual provision that is mutually acceptable and compliant with applicable law. However, in no event can Motorola agree to waive the rights of its employees, nor can Motorola provide the Customer with any information protected by law, including but not limited to drug test results.**	**Motorola cannot agree to waive the rights of its employees or to providing information protected by law, including drug test results.** 9.16.19 See attached 5-B Change Log.

Article/ Paragraph or Appendix Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 3-B: Uniform Terms & Conditions		
Section 3.1 Books and Records; Audit	Motorola understands and will comply with all applicable Arizona statutes with the clarifying assertion that Motorola considers its books and records, including those related to product cost data, to be trade secrets, confidential or proprietary and as may be provided by Arizona law, should not be used, duplicated or disclosed to any other third party.	Motorola considers its internal books and records confidential and proprietary information. 9.16.19 See attached 5-B Change Log.

Section 3.4 Inspection and Testing	Motorola acknowledges the State's right to inspect materials, equipment and workmanship at Motorola manufacturing or staging facilities for the limited purpose of evaluating Motorola's performance of this Agreement. Motorola requires thirty days' written notice prior to the inspection of any facility and the State will be responsible for its own costs associated with such inspection. Motorola will restrict inspection of its facilities to areas that are relevant to the performance of the Contract, and to areas which Motorola Solutions does not consider confidential or proprietary in nature. A Motorola representative must accompany State's employees at all times."	Motorola requires sufficient notice of State's intent to inspect Motorola facilities. 9.16.19 See attached 5-B Change Log.
Section 3.8 Ownership of Intellectual Property	It is Motorola's understanding from past dealings with the State Procurement Office that the State is not interested in obtaining ownership interest in any intellectual property and accordingly, these sections, or any other section that may give ownership rights in intellectual property, are not applicable and be of no cause and effect in this contract.	Motorola is providing products and services that are commercially available to any customer and does not intend to perform any Works For Hire. The Pricing included in Motorola's proposal does not reflect the transfer of any intellectual property rights to the State. If performance results in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), such Discoveries and the intellectual property embodied therein will be owned exclusively by Motorola. If subsequently the State elects to purchase and Motorola elects to sell development services that are intended to result in a new product to be owned by the State, the parties will execute a separate development or Work for Hire agreement. 9.16.19 See attached 5-B Change Log.

Section 6.2 Basic Indemnification	Motorola proposes that all indemnification be handled as provided for in Subsection 6.1- Indemnification of the Special Terms and Conditions.	Motorola believes that Workers Compensation is provided for and covered in Subsection 6.1.3 of the Special Terms and Conditions in Section 2-C. The proposed edits are consistent with the indemnification language agreed by the State in previous contracts, including ADSPO13-036880. 9.16.19 See attached 5-B Change Log.
Section 6.3 Patent and Copyright Indemnification	Please see Section 3 of the attached Additional Provisions which describe Motorola's IP Infringement Indemnifications.	Motorola requests the use of its standard intellectual properity infringement indemnities for its solutions. 9.16.19 See attached 5-B Change Log.
Section 7.2 and 7.3 Conformity and Quality	Please see the attached Section 1 of the Additional Provisions below which explain Motorola's suggested way to address warranty which is in a like manner as in the current contracts between the parties for similar products (i) ADSPO13-036613 and (ii) ADSPO13-036880.	Motorola proposes addressing the State's warranty requirements in a manner consistent with previous contracts. 9.16.19 See attached 5-B Change Log.
Section 9.5.3 Termination for Default	Motorola complies subject to excess costs being reasonable and for materials and services not exceeding that specified in the contract less the unpaid portion of the contract price.	Motorola proposes the suggested modifications to clarify termination costs to be reasonable. 9.16.19 See attached 5-B Change Log.
5C Insurance Certificate	Please see Motorola's Evidence of Coverage Certificate and modifications to the Special Terms and Conditions, Section 6.2, for Motorola's coverage details. Motorola agrees all COI, endorsements and waivers must be valid and provided via email to State Contract Manager within 30 days of contract execution and before any work commences. Motorola's surety requires a signed agreement prior to issuing COI.	9.16.19 See attached 5-B Change Log.

Motorola Solutions, Inc.

Company Name | Signature of Person Authorized to Sign

NOTE: Offeror must sign and return all Attachment 5-B Supplements Nos. 1 – 3 (even if not submitting exceptions)

End of Attachment 5-B

State Response to Exceptions
Motorola Change Log/Revised Attachment 5-B Exceptions 9.16.19

ATTACHMENT 5-B Supplement No. 1:

Exceptions to Instructions

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change	State Response	Vendor Response
Section 1-A: Solicitation Details				
x	None	x		
Section 1-B: Instructions to Offerors				
6.3 Cost or Pricing Data	Pursuant to A.R.S § 41-2543 per A.A.C. R2-7-702(B)(2), Motorola certifies to the best of its knowledge and belief the pricing provided within its response is accurate, complete and current. Motorola will cooperate with reasonable requests for pricing validity information but will not be required to provide its internal cost and pricing data which it considers confidential and proprietary information.	Public exposure of Motorola's internal costs and pricing would put it at a severe competitive disadvantage.	Rejected, exception not accepted. Catalog/list pricing along with % off list data is required as part of soliciataion and is not considered confdential per R2-7-103.	7/25/19 Motorola verbally agreed 8-8-19 Motorola concurs

ATTACHMENT 5-B Supplement No. 2:

Exceptions to Technical and Commercial

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change	State Response	
Section 2-A: Scope of Work (Technical Document)				**8/28/19 Motorola agreed with the State's responses to Motorola's clarifications and exceptions in this Section 2-A**
2.49.4 E&M / DC Control	Comply with clarification, No DC Control, Exception on DC Contact Keying	x	Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
2.52.1 Physical Construction	Comply w/ one exception 36.8 lbs x	x	Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
2.52.5	Exception 10Mhz to 1050Mhz (useable from 100kHz); Optional to 2700MHz	x	Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
2.55.1 X	Exception 10Mhz to 1050Mhz (useable from 100kHz); Optional to 2700MHz		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
3.23.1x	Exception- PTP820 doesn't provide way-side service channel.		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
3.37 Feed Connection	Exception-TNC connectors		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed

3.39.1	Exception – 100/200KHz options not supported (OK) - cnReach is a software defined radio. In 900 MHz MAS band current max bandwidth is 50 kHz but 100/200 kHz channels can be added via roadmap.		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
Capacity Received Signal Level (RSL) in dBm (c) 28 - DS-1 / 10 MHz -73 76 73 76 77	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
Capacity Received Signal Level (RSL) in dBm d) 84 - DS-1 / 30 MHz -68 72 69 71 73	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
Capacity Received Signal Level (RSL) in dBm (b) 28 - DS-1 / 10 MHz -80	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
Capacity Received Signal Level (RSL) in dBm (c) 84 - DS-1 / 30 MHz -67 73	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
Capacity Received Signal Level (RSL) in dBm (b) 28 - DS-1 - 78	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
Capacity Received Signal Level (RSL) in dBm (c) 84 - DS-1 - 68 73	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
4.5.1	**Exception-Motorola has a 2-yr standard warranty on microwave and LMR antennas. If any products are discontinued Motorola will be able to provide spare parts and repair for a period of 7 yrs.**		Accept, the State will accept the exception with End Of Life Notification being provided in writing and buyer being notified of End Of Life Notification at time of order placement.	7/25/19 Motorola verbally agreed
5.15.12	Motorola does not support DC control		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
5.16.2 Panel Wiring/Remote Electronic Circuitry-FPD consoles (a)	Exception CAT5e cable range is only 100 mts. However, Motorola can provide a fiber link to connect the base station to the Conventional interface.		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed

ATTACHMENT 5-B Supplement No. 1:

5.16.2 Panel Wiring/Remote Electronic Circuitry-FPD consoles (b)	Exception CAT5e cable range is only 100 mts. However, Motorola can provide a fiber link to connect the base station to the Conventional interface.		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
5.16.5 Maintainability (a)	Exception Motorola's CCGWs can support from 1 to 8 channels per module.		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
Section 2-B: Commercial Document				
Section 2.1 Contractor Best Pricing	Motorola takes exception to this provision and requires its removal.	Motorola Solutions builds communication equipment, systems and solutions that do not fit within a standard conventional pricing framework. Due to the unique pricing and design specifications for each customer's communication equipment, system and solution requirements, Motorola Solutions cannot guarantee that the pricing offered in this proposal is no higher or lower than prices offered to other customers.	Rejected, exception not accepted. The State requires standardization and uniformity of contract language across its suppliers.	7/25/19 Motorola will send new language to review 8/14/19 Please see below language. Price Guarantee: During the Term of the Agreement and provided Customer is in compliance with all provisions of the Agreement, Motorola asserts its pricing for products and services offered on this Agreement will be consistent with competitively priced products and services for similarly situated state and local customers within the State of Arizona purchasing the same or similar products and services sold in like quantities on substantially similar or comparable terms and conditions. This price guarantee excludes volume discounts, Federal, dealer, and third party distributor pricing.

ATTACHMENT 5-B Supplement No. 3:

Exceptions to Contract Terms & Conditions

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change	State Response
Section 3-A: Special Terms & Conditions			

Section 6.1 Contractor Insurance Indemnification Clause	Motorola complies with the general indemnification described in this section subject to removing the words “or intangible” and “arising or recovered under the Worker’s Compensation Law”.	Motorola believes that Workers Compensation is provided for and covered in Subsection 6.1.3. The proposed edits are consistent with the indemnification language agreed by the State in previous contracts, including ADSPO13- 036880.	Rejected, exception not accepted. Please be specific in your request for a exception. Exceptions from previous contracts (7-9 years old) may not be acceptable. 8-8-19 Please see attachment FINAL Attachment 5-A Confidential Information Designation - State Response 8-8-19	8/8/19 Motorola acknowledges receipt of State's response to Attachment 5-A Confidential Information Designation and asserts Motorola insurance policies are its confidential and proprietary information not generally known externally and will cause Motorola harm if released. Motorola will not release copies of its policies.
Section 6.1 Contractor Insurance- Insurance Requirements	Please see the attached proposed modifications for how Motorola can comply with the State's insurance requirements	The parties have previously negotiated an insurance module in the Arizona Department of Transportation Solicitation # T11-43-00008, agreed as applicable to ADSPO13-036880. Motorola’s Corporate Insurance Department believes that the changes it has made to this section are in line with what has been previously negotiated and agreed upon between the State and Motorola.	Rejected, exception not accepted. Please be specific in your request for a exception. Exceptions from previous contracts (7-9 years old) may not be acceptable. 8-8-19 Please see attachment FINAL Attachment 5-A Confidential Information Designation - State Response 8-8-19 9-6-19 State will discuss duiring meeting on 9/9/19	9.16.19 Motorola includes its revised Insurance redline as discussed with State on 9.13.19; please see attached redline and comment.
Section 13.1 Applicability	Motorola complies with the language with the removal of the words 'or from others at State's behest.'	It is unclear if Motorola has a contractual relationship with the 3rd party.	Rejected, exception not accepted. The State requires standardization and uniformaity of contract language across its suppliers.	7/25/19 Motorola verbally agreed 8/8/19 Motorola notes it withdrew based upon this provision may not be applicable to Motorola's scope of work; specific requirement to be addressed with task order.
Section 13.2 Data Protection & Confidentiality	Motorola proposes the following language in lieu of the RFP language: Contractor warrants that, to the extent the Work includes (1) or (2) above, it will establish and maintain procedures and controls for ensuring that State's proprietary and sensitve data is protected from unauthorized access and that information obtained from the State in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. Contractor, the third party manufacturer, and the copyright owner of any non-Contractor software own and retain all of their repective proprietary rights in the equipment and software, and nothing in this Article 13 is intended to restrict their proprietary rights. All intellectual property developed, originated, or prepared by Contractor in connection with providing to State the Work remain vested exclusively in Contractor, and this Article 13 does not grant to State, either directly or by implication, estoppel, or otherwise, any right, title or interest in Contractor's Proprietary Rights.	The RFP language "all data created by Contractor" in the next to last sentence of the first paragraph in this section implies transfer of IP rights, which is not contemplated in the work Motorola would be performing.	Rejected, exception not accepted. The State requires standardization and uniformaity of contract language across its suppliers. 7/25/19 - State added langauge - Upon the issuance of a Task Order, requirements will be defined. IP rights will not be transferred	8/9/19 Motorola agrees with State's language as noted in comment dated 7/25/19.

Section 13.2.1 Data Protection & Confidentiality	Motorola complies with the language in 13.2.1.a and b with the following suggested modifications: (1) with the replacement of 'immediately' with 'promptly' and (2) in 13.2.1.b with the insertion of 'reasonably' at the beginning of the statement. Motorola takes exception to 13.2.c and requests its removal.	Motorola requests these modifications to be in line with industry standard language. Regarding 13.2.c., it is not reasonably practicable to notify the State to every possible threat which might affect the system.	Rejected, exception not accepted. The State requires standardization and uniformaity of contract language across its suppliers. 7/25/19 - State added langauge - Upon the issuance of a Task Order, requirements will be defined.	8/9/19 Motorola agrees with State's language as noted in comment dated 7/25/19.
Section 13.2.2 Data Protection & Confidentiality	Motorola complies with the language in 13.2.2.a with the insertion of 'except as required by law' a the beginning of the statement.	Motorola requests these modifications to be in line with industry standard language.	Rejected, exception not accepted. The State requires standardization and uniformaity of contract language across its suppliers. 7-25-19 - The State accepts the addition "except as required by law"	8/9/19 Motorola agrees with State's language as noted in comment dated 7/25/19.
Section 13.3.2 Personally Identifiable Information	Motorola clarifies that it maintains industry standard security measures to protect the Solution from intrusion, breach, corruption, or other security risk. Please see Section 4.1 of the attached Subscription Services Addendum for more information on Motorola's compliance with security standards.	Motorola asserts it is CJIS compliant.	Rejected, exception not accepted. The State requires that you meet the States requirements at a minimum.	7/21/19 Motorola may be acceptable, State to verify Federal requirements vs State requirements 8/28/19 Motorola verbally accepts 9/10/19 Motorola accepted.
Section 14.3.3 Access Control	Motorola proposes the inclusion of the following language within this section: To the extent permitted by law, State retains ownership of State Data. State grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such State Data for the purpose of providing the Subscription Services to State, other Motorola customers and end users. In addition to the rights listed above, State grants Motorola a license to sell an Anonymized version of State Data for any purpose.	Motorola requests the ability to retain rights to use anonymized and derivative data for purposes of improving its product.	Rejected, exception not accepted.	7/25/19 Motorola verbally agreed 8/8/19 Motorola agrees.
Section 14.4 Pass-through Indemnity	Motorola proposes the language in Section 3 of the Additional Provisions in place of the RFP language regarding infringement indemnity:	Motorola requests the use of its standard intellectual properity infringement indemnities for its solutions.	Rejected - Any compromise in wording of the Indemnification clause that reduces protection or shifts liability back to the State of Arizona are in direct violation of A.R.S. § 41-621 and A.R.S. § 35-154. The State cannot accept this exception.	7/25/19 Motorola to review 8/28/19 Motorola conditionally accepts 9/10/19 Motorola agrees to withdraw exception.
Section 14.8.2.b Information Technology Warranty	Motorola proposes the following language in lieu of the RFP: At Customer's request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Motorola will respond to any reported problem as an escalated support call.	As is industry standard, Motorola does not provide a warranty against worms and viruses.	Rejected, exception not accepted. (b) the COTS software will, **to the best of its knowledge**, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and	7/25/19 Motorola to review will probably accept 8/8/19 Motorola accepts State's language.

Section 14.11.2 Cloud Applications	Motorola requests 'serious flaws' be expressly defined. Motorola will not allow either State or third-party penetration testing from within Motorola's system	Requested definition to clarify between the parties what errors are agreed as serious meriting correction. Motorola's security policies do not allow outside-Motorola entities access to Motorola's internal system for penetration testing.	Rejected, exception not accepted. 7/25/19 - State added langauge - Upon the issuance of a Task Order, requirements will be defined.	7/25/19 Motorola to review 8/8/19 Motorola agrees with State's added language regarding issuance of Task Order.
Section 14.11.3 Cloud Applications	Motorola proposes the following language: Contract will submit a copy of system logs specific to the State from cloud system to State of AZ security team on an annual basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).	Motorola requests clarity on what logs are being requested and the proposed regularity of such requests.	Rejected, exception not accepted. 7/25/19 - State added langauge - Upon the issuance of a Task Order, requirements will be defined.	7/25/19 Motorola to review 8/8/19 Motorola agrees with State's added language regarding issuance of Task Order.
Section 15.1 Drug Testing Program	Motorola affirms that all employees are required to submit to a five-panel drug screen at the time of hire, where permitted by law. If Motorola is awarded the contract, Motorola agrees to discuss the need for additional drug tests of Motorola employees and to negotiate a contractual provision that is mutually acceptable and compliant with applicable law. However, in no event can Motorola agree to waive the rights of its employees, nor can Motorola provide the Customer with any information protected by law, including but not limited to drug test results.	Motorola cannot agree to waive the rights of its employees or to providing information protected by law, including drug test results.	Rejected, exception not accepted.	7/25/19 Motorola to review 8/8/19 Pursuant to conversation with State on 7/25/19, this provision has limited applicability to DOC and historically Motorola employees have agreed to background checks. Motorola withdraws its exception.
Section 3-B: Uniform Terms & Conditions				
Section 3.1 Books and Records; Audit	Motorola understands and will comply with all applicable Arizona statutes with the clarifying assertion that Motorola considers its books and records, including those related to product cost data, to be trade secrets, confidential or proprietary and as may be provided by Arizona law, should not be used, duplicated or disclosed to any other third party.	Motorola considers its internal books and records confidential and proprietary information.	Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions.	6/10/19 Response Motorola acknowledges the State's audit requirements. The statements here are meant the clarify and assert that any Motorola cost information provided be afforded trade secret protections pursuant to AZ law. 8/9/19, Pursuant to conversation on 7/25/19, vendor cost and price data is not required if State elects to audit Motorola's performance.

Section 3.4 Inspection and Testing	Motorola acknowledges the State's right to inspect materials, equipment and workmanship at Motorola manufacturing or staging facilities for the limited purpose of evaluating Motorola's performance of this Agreement. Motorola requires thirty days' written notice prior to the inspection of any facility and the State will be responsible for its own costs associated with such inspection. Motorola will restrict inspection of its facilities to areas that are relevant to the performance of the Contract, and to areas which Motorola Solutions does not consider confidential or proprietary in nature. A Motorola representative must accompany State's employees at all times."	Motorola requires sufficient notice of State's intent to inspect Motorola facilities.	Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions.	6/10/19 Response This is a clarification only; Motorola agrees with the State having the contractual right to inspect at its facilities and seeks to outline the parameters of that process 7/25/19 Verbal agreement to remove exception 8/9/19 Motorola concurs.
Section 3.8 Ownership of Intellectual Property	It is Motorola's understanding from past dealings with the State Procurement Office that the State is not interested in obtaining ownership interest in any intellectual property and accordingly, these sections, or any other section that may give ownership rights in intellectual property, are not applicable and be of no cause and effect in this contract.	Motorola is providing products and services that are commercially available to any customer and does not intend to perform any Works For Hire. The Pricing included in Motorola's proposal does not reflect the transfer of any intellectual property rights to the State. If performance results in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), such Discoveries and the intellectual property embodied therein will be owned exclusively by Motorola. If subsequently the State elects to purchase and Motorola elects to sell development services that are intended to result in a new product to be owned by the State, the parties will execute a separate development or Work for Hire agreement.	Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions. If it's not applicable, Offeror shall just ignore this section.	6/10/19 Response Motorola would not be providing any custom development work for the State under this agreement and believes this provision to be non applicable. Would the State please confirm. 8/8/19 Pursuant to 7/25/19 discussion, intellectual property ownership is not contemplated in the agreement.
Section 6.2 Basic Indemnification	Motorola proposes that all indemnification be handled as provided for in Subsection 6.1- Indemnification of the Special Terms and Conditions.	Motorola believes that Workers Compensation is provided for and covered in Subsection 6.1.3 of the Special Terms and Conditions in Section 2-C. The proposed edits are consistent with the indemnification language agreed by the State in previous contracts, including ADSPO13-036880.	Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions.	6/10/19 Response Motorola proposes that the general indemnity provisions be governed by Subsection 6.1 within the Special Terms and Conditions in lieu of the basic indemnity outlined in the Uniform terms and conditions; this is consistent with ADSPO13-036880. 7/25/19 Verbal agreement to remove exception 8/8/19 Agreed, during the 7/25 conversation, parties agreed if modification need to handle in special T&C

Section 6.3 Patent and Copyright Indemnification	Please see Section 3 of the attached Additional Provisions which describe Motorola's IP Infringement Indemnifications.	Motorola requests the use of its standard intellectual properity infringement indemnities for its solutions.	Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions.	6/10/19 Response Motorola proposes the inclusion of its industry standard IP Infringement Indemnity for its solutions in lieu of the RFP Patent and Copyright Indemnification, which did not appear t be pursuant to State statute. 7/25/19 Verbal agreement to remove exception 8/8/19 Handle in special T&C's
Section 7.2 and 7.3 Conformity and Quality	Please see the attached Section 1 of the Additional Provisions below which explain Motorola's suggested way to address warranty which is in a like manner as in the current contracts between the parties for similar products (i) ADSPO13-036613 and (ii) ADSPO13-036880.	Motorola proposes addressing the State's warranty requirements in a manner consistent with previous contracts.	Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions.	6/10/19 Response Motorola is proposing its express warranties which apply to its products and services; these are also consistent with the warranty provisions agreed to in previous contracts ADSPO13-036613 and ADSPO13-036880. 7/25/19 Motorola to compare. Motorola warranty may be exceed requirements. 8/8/19 Motorla accepts, discussion was for clarification.
Section 9.5.3 Termination for Default	Motorola complies subject to excess costs being reasonable and for materials and services not exceeding that specified in the contract less the unpaid portion of the contract price.	Motorola proposes the suggested modifications to clarify termination costs to be reasonable.	Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions. Please see Uniform Terms and Conditions, Section 8 State's Contractual Remidies the State may choose to use prior to Contract Termination.	6/10/19 Response Motorola complies with the language included in 9.5.3 of the Uniform Terms; its modification here is to specify the replacement materials not exceed the specifications of the materials originally purchased (no upgrades). 7/25/19 Added Section 8 language for clarification 8/9/19 Motorola agrees with State's clarification (addition of Section 8 reference).
5C Insurance Certificate	Please see Motorola's Evidence of Coverage Certificate and modifications to the Special Terms and Conditions, Section 6.2, for Motorola's coverage details. Motorola agrees all COI, endorsements and waivers must be valid and provided via email to State Contract Manager within 30 days of contract execution and before any work commences. Motorola's surety requires a signed agreement prior to issuing COI.		Rejected, exception not accepted. The State provides the following clarification: You have 30 days from award (Agreement) to provide Certificates Of Insurance. Pursant to Section 3-A: Instructions to Offerors, 3.0 Offer Preparation, 3.6 Insurance, All COI, endorsements, and waivers must be valid, in place and provided via emailed to the Contracts Manager within 30 days after award and before any work commences as called for in Attachment 5-C [Insurance].	6/10/19 Response Motorola has provided its Evidence of Coverage certificate and references its proposed modifications to the RFP insurance provisions in the Special Terms and Conditions. These modifications are based on statutory as well as Motorola's insurance compliance requirements. 8/14/19 Please see attached revised insurance terms.

6.0 Risk and Liability

6.1 Contractor Insurance

Please see following proposed modifications to the Insurance provisions. Motorola also encloses its Evidence of Coverage certificate.

Insurance Requirements

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

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

Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability (CGL) – Occurrence Form

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

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Damage to Rented Premises	$50,000
• Each Occurrence	$2,000,000

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

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than $500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should it be included with the Professional Liability.

Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."

2. Business Automobile Liability

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

- Combined Single Limit (CSL) $1,000,000

Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
  - o Each Accident $1,000,000
  - o Disease – Each Employee $1,000,000
  - o Disease – Policy Limit $1,000,000

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

4. Professional Liability (Errors and Omissions Liability) **including Technology Errors & Omissions and Network Security (Cyber) and Privacy Liability**

- Each Claim $2,000,000
- Annual Aggregate $6,000,000

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, 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.

The policy shall cover Contractor's professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs Contractor provides under this contract.

Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit monitoring, defense and claims expenses, regulatory defense

costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption,.

Commercial Crime –including employee dishonesty covering liability against direct and verifiable losses of money, securities, products, equipment, material and other property of the State caused by theft or forgery, computer fraud or fund transfers by identifiable employees of in the following limits:

- $2,000,000 each claim
- $5,000,000 annual aggregate

~~The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.~~

~~Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.~~)

4. Installation Floater

- Coverage amount is $___TBD At Award of Contract based on Value_____

Policy shall contain an Additional Insured endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.

The State of Arizona and the Department shall be named as loss payee as its interest may appear.

Coverage shall be written on an all risk, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing/commissioning.

Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Arizona, has an insurable interest in the property required to be covered.

Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State of Arizona.

The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, testing and commissioning, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.

Policy shall contain a Waiver of Subrogation endorsement, as required by written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities,

Comment [DAB1]: 9.16.19 After further consultation with its broker and underwriter, Motorola cannot agree to the inclusion of the Additional Insured endorsement within the Professional Liability Policy. It is however, included within the CGL policy.

officers, officials, agents, and employees for losses arising from work performed by the Contractor for the State of Arizona.

Contractor is responsible for the payment of all deductibles under the Installation Floater.

Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies (excluding the Professional Liability policy) as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation

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

Acceptability of Insurers

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

Verification of Coverage

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

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

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. In the event of a claim from a third party naming the State of Arizona with allegations arising directly out of the products and/or services rendered by Motorola under this contract, the State of Arizona reserves the right to request Motorola as Contractor to provide access to any and all policy(ies) required by the insurance requirements, including all endorsement(s), within 30 business days of such request. Contractor will be permitted to redact any references or endorsements to other customer (non-State of Arizona) information before providing access to the policies.

Subcontractors

Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid

and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time

throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications

Upon 60 days' notice to Contractor, tThe Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action, but will be subject to commercially available terms and conditions on the market place.)

Exceptions

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

Comment [K2]: The State would need to make 60 day's notice to Motorola of any change in the insurance requirements and be subject to commercially available terms and conditions in the marketplace and not result in increased premium charges to Motorola. Otherwise, this paragraph is unacceptable. **8.28.19 Procurement will check with Risk Mgmt, but agreed 60 days was reasonable. 9/9/19 State can agree with exception of 'result in increased premium to Motorola' which such event might occur due to legislative changes.. if high/ significant premium increase then State may agree to a price increase.**
9/12/19 Motorola risk and finance agreed with exclusion of 'increased premium charges to Motorola' and includes the 60 days' notice and available marketplace conditions in this revision.
9.13.19 State will double check with risk mgmt; tentatively accept, State to confirm.

Motorola Solutions, Inc.

Change Log to State of Arizona – Additional Provisions-Supplemental Terms – ADSPO19-00008376

The following are changes that Motorola Solutions, Inc. is submitting to our original proposal submitted on September 4, 2018.

Attachment A

For purposes of showing precedence and the parties' past course of doing business, Solicitations # ADSPO13-036880 and ADSPO13-036613, which are the current contracts between the Parties for similar products, contain Additional Provisions for limitation of liability, warranty and the inclusion of Motorola's Software License Agreement. With this in mind, Motorola proposes for the State's consideration the inclusion of the following items:

Section 1:

1.1 EQUIPMENT WARRANTY. During the Warranty Period established in the State of Arizona contract resulting from ADSPO19-00008376, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

1.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 1 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software.

1.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

1.4. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for

the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

1.5. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

1.6. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

"Warranty Period" means ~~one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.~~the applicable category warranty period defined in the State of Arizona ADSPO19-00008376.

Section 2 LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement and to the extent permitted by State of Arizona law. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement.

Section 3 Intentionally Deleted. ~~PATENT AND COPYRIGHT INFRINGEMENT.~~

~~Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.~~

~~If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.~~

~~Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the~~

~~combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.~~

~~This Section provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section are subject to and limited by the restrictions set forth in Motorola's Limitation of Liability.~~

Attachment B. SOFTWARE LICENCE AGREEMENT: For the purposes of showing precedence and the parties past course of doing business, in the Arizona Department of Transportation Solicitation # T11-43-00008 contract dated September 2, 2010, the State of Arizona's Attorney General agreed to an additional provision that provided for licensing of software in accordance with Motorola's Software License Agreement, which was contemplated in ADSPO13-036880. With this in mind, Motorola's Software License Agreement is attached and proposed for inclusion in this contract.

Attachment B

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and the purchaser of products containing Motorola software under the State of Arizona's Agreement from RFP ADSPO19-00008376 ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee’s use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola’s copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee’s use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create

derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

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6.3. Warranty claims are described in the Primary Agreement.

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Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the

United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

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Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

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13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Contract: CTR046830 - Public Communication Equipment and Services

Contract Header

Label
Public Communication Equipment and Services

Type
Master Agreement

Supplier
MOTOROLA SOLUTIONS INC

Contract Code
CTR046830

Currency
USD

Contract Amount

Co-Op Contract Designation
yes

Subcontractor Data

0 Record(s)

Distributor Data

0 Record(s)

Contract Scope

Organizations
State of Arizona

Commodities
Information Technology Broadcasting and Telecommunications, Data Voice or Multimedia Network Equipment or Platforms and Accessories, Batteries and cells and accessories, Prefabricated commercial and industrial buildings and structures, Radio antennas, Two way radios, Radio frequency data communication equipment

Contract Validity

Start Date
10/9/2019

End Date
10/9/2024

Extended to Date

Documents

Title	Type	
Contract Documents	General Documents	
Pricing	General Documents	
Catalogs	General Documents	

3 Record(s)

Items

Item	Code	Negotiated Price	Currency	Unit
2-Way Radios	PC2-RADIO	0.00	USD	EA
2-Way Radios - Accessories	PC2-RADIO-A	0.00	USD	EA
2-Way Radios - Service	PC2-RADIO-S	0.00	USD	HR
Back-up Batteries	PC7-BATTERIES	0.00	USD	EA
Back-up Batteries - Accessories	PC7-BATTERIES-A	0.00	USD	EA

Privacy - Terms

COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN THE CITY OF BUCKEYE
AND
MOTOROLA SOLUTIONS, INC.

PUBLIC COMMUNICATIONS EQUIPMENT AND SERVICES
CONTRACT NO. 2024145

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM (this "Addendum") is entered into as of _____ between the City of Buckeye, an Arizona municipal corporation (the "City"), and Motorola Solutions, Inc., a Delaware corporation (the "Contractor").

WHEREAS, after a competitive procurement process, which is documented in the Award attached hereto as Exhibit A and incorporated herein by reference, The State of Arizona entered into Contract No. CTR046830, dated September 16, 2019 with the Contractor (such contract and subsequent amendments thereto here referred to as the "State of Arizona Contract") The State of Arizona Contract is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the City is permitted by Section 24-3-16 of the City Procurement Code to make purchases via cooperative purchasing pursuant to a cooperative purchasing contract; and

WHEREAS, the Contractor has made a proposal to the City, which is attached hereto as Exhibit A and incorporated herein by reference (the "Contract"); and

WHEREAS, the City desires to accept the Proposal and enter into contract with the Contractor under the terms and conditions of the State of Arizona Contract, by issuing this Addendum to said contract.

THEREFORE, the City now enters into this Addendum with Contractor, for the goods and services set forth in State of Arizona Contract, which is attached hereto as Exhibit A and incorporated herein by reference. This Addendum incorporates the terms and conditions of the State of Arizona Contract, save that references therein to State of Arizona shall be read to refer to the City of Buckeye. This Addendum shall be effective as of the date set forth below for approval and remain in effect for the remainder of the State of Arizona Contract CTR046830, unless such term is modified or extended pursuant to the terms of the State of Arizona Contract. The Contractor shall provide all goods and services in accordance with the State of Arizona Contract, which is attached hereto as part of Exhibit A, in a total amount not to exceed $500,00.00

FURTHER, this Addendum is subject to cancellation pursuant to ARS §38-511.

FURTHER, to the extent applicable, 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 A.R.S. § 23-214(A). The Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Addendum and may result in the termination of this Addendum by the City. The City retains the

right to inspect the papers of the Contractor's or its subcontractors' employees who perform any work or services pursuant to this Addendum to ensure compliance with these warranties.

FURTHER, to the extent applicable, the Contractor warrants that it is not participating and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

FURTHER, to the extent applicable under ARIZ. REV. STAT. § 35-394, Contractor certifies that it does not currently, and agrees for the duration of this Agreement that it will not use (i) the forced labor of ethnic Uyghurs in the Peoples Republic of China ("ethnic Uyghurs"), (ii) any goods or services produced by the forced labor of ethnic Uyghurs, or (iii) any Contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs. If Contractor becomes aware that it is not in compliance with this paragraph, Contractor shall notify the City of the noncompliance within five (5) business days of becoming aware of it. If Contractor fails to provide a written certification that Contractor has remedied the noncompliance within one hundred eighty (180) days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy period, in which case this Agreement terminates on the Agreement termination date.

FURTHER, the Parties agree that the Addendum and Exhibits thereto shall be governed by State of Arizona law and suits pertaining to the Addendum and Exhibits thereto may only be brought in courts located in Maricopa County, Arizona.

FURTHER, all modifications, including but not limited to service additions and deletions, will be made in writing and with the written agreement of both parties.

FURTHER, in the event of any inconsistency between this Addendum and Exhibit A, the documents shall govern in that order.

THEREFORE, the Parties have executed this Addendum as of the date first set forth above.

CITY

THE CITY OF BUCKEYE,
an Arizona Municipal corporation

_____
Dan Cotterman, City Manager

ATTEST:

_____
Lucinda Aja, City Clerk

RECOMMENDED:

CONTRACTOR

MOTOROLA SOLUTIONS, INC,
a Delaware corporation

By: J J Trivedi

Its: Area Sales Manager, AZ

William Kauppi

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

EXHIBIT A
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2024111

[State of Arizona Contract]

See following page(s).

Public Communication Equipment and Services

CTR046830

Motorola Solutions Inc.

This contract is for public communication equipment and services for all State of Arizona Agencies, Boards and Commissions including members of the State of Arizona Purchasing Cooperative. The sections awarded include:

- **2-Way Radios**
- **Digital Microwave Terminals**
- **LMR Base Station Antennas, Microwave Antennas**
- **Radio Dispatch Consoles**
- **Back-up Batteries**
- **Prefab Communications Shelter**
- **Service**

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- **Offer and Acceptance**
- **Part 2: Scope, Pricing and Terms and Conditions (Rev 2)**
- **3-C Proposed Subcontracts**
- **5-B Conformance Statement**
- **Exceptions**
- **BAFO Change Log**

The solicitation for this contract was ADSPO19-00008376 and was started in ProcureAZ. The solicitation file can be found in APP under BPM001941.

Attachment 1
Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Biometric Products and Services to in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	1. **September 4, 2018** (date)	(initial)						
Revised Offers:	2. x (date #1)	(initial)	3. x (date #1)	(initial)	4. x (date #1)	(initial)		
	5. x (date #4)	(initial)	6. x (date #5)	(initial)	7. x (date #6)	(initial)		
Best and Final Offer:	8. **September 16, 2019** (date)	(initial)						

Motorola Solutions, Inc.	
Offeror company name	Signature of person authorized to sign Offer — Initials
2900 S. Diablo Way Ste 150	Larry Mabry MSSSI Vice President & Director Sales
Address	Printed name and title
Tempe, AZ 85282	Walter Whatley Senior Account Executive
City | State | ZIP	Contact name and title
36-1115800	Walter.whatley@motorolasolutions.com 520-457-8604
Federal tax identifier (EIN or SSN)	Contact Email Address — Contact phone number

CERTIFICATION: By signature in the above, Offeror certifies that it:

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41−1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by number # at the top of this form, and which was dated date (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: CTR046830 **The effective date of the Contract is: 10-09-2019** **Contract awarded: 10-09-2019**

Procurement Officer signature — Procurement Officer, James Atkins

Part 2: Scope, Pricing and Terms and Conditions (Rev 2)

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1.0 Background

1.1 The intent of this Solicitation is to provide both public communications equipment and services to support the State of Arizona's Agencies, Boards and Commissions including members of the State of Arizona Purchasing Cooperative.

1.2 The Solicitation shall describe the State's requirement and minimum technical specifications for the equipment and services the State wishes to purchase under the resultant contract(s).

1.3 This is a multi-award contract with Offeror ability to provide proposal's on one or more sections of this Scope of Work. Award will be made by Scope of Work Sub-section(s) two (2) through nine (9) independently.

2.0 2-Way Radios

2.1 **Analog & Digital Vehicular Mounted Mobile Radio Equipment**: Various types of vehicular-mounted mobile radio equipment for VHF, UHF, and 700/800 MHz trunked and conventional, analog and digital radio equipment

2.2 **Mobile Data Radio Vehicular Mounted Equipment**: UHF or 700/800 MHz mobile digital data link radios.

2.3 **Desk-top Analog &Digital Base Station Radio Equipment:** High-quality VHF, UHF, and 700MHz, 806-869 MHz, conventional, and 700/800 MHz trunked, multi-channel base/control stations using phase/frequency or digital modulation.

2.4 **Analog & Digital Personal/Portable Radio Equipment:** Various types VHF, UHF, and 700/800 MHz, conventional and trunked personal/portable radio transceivers.

2.5 **Analog & Digital Motorcycle Rear-mounted Radios:** 160+ channel, two-piece, VHF High-band, UHF, and 700/800 MHz, all solid-state motorcycle radio.

2.6 **Low Power Vehicular Repeater:** VHF, UHF, and 700/800 MHz in-vehicle mounted repeater, for attachment to the vehicle's mobile radio and extending the range of the user's portable radio.

2.7 **Multi Band Radios:** Mobile and potables capable of operating on more than one public safety band.

2.8 **Base/Mobile Relay Station Fixed Radio Equipment:** VHF High-band, UHF, 700/800 MHz continuous duty, mobile relay/base station equipment using phase, frequency, or digital modulation.

2.9 **Fixed Link Base Radios:** VHF, UHF, and 700/800 MHz fixed radios for site to site linking.

2.10 **Communications Service Monitors:** Communications Service Monitors for use in the maintenance of Arizona's Radio Communications Systems.

The following are definitions of terminology as they apply to the State's requirements as stated in this solicitation:

- ***VHF (High-band):*** means 150-174 MHz, additional coverage desirable but not required
- ***UHF***: means 450-470 MHz, additional coverage desirable but not required.
- ***700/800***: means radios capable of operation across the complete 700 and 800 MHz public safety band (769-869)

- ***800***: means radios capable of operating on FCC designated Public Safety LMR channels above 806 MHz
- ***Narrowband***: radios meeting FCC 12.5 KHz channel widths and meeting the mask requirements of FCC Part 90.210d.
- ***FDMA***: Frequency Division Multiple Access as applies to P25 or DMR.
- ***TDMA***: Time Division Multiple Access as applies to P25 Phase II, or Open Sky.
- ***P25*****:** Project 25 per TIA standards AA102 etal
- ***High Tier Subscriber Equipment***: means radios designed for Public Safety applications with the highest transmitter and receiver performance specifications: Frequency Stability, Hum and Noise, Spurious Emissions, High Power; Receive Adjacent Channel Selectivity, Spurious and Intermodulation Rejection. Available features like: P25 conventional and trunking operations FDMA – TDMA, high channel / talk group count (1000+), AES / DES encryption, MultiKey, OTAR, OTAP, multiple display options, including multi–line alpha-numeric, keypad; Meets Mil Spec 810 C/D/E/F.
- ***Mid-Tier Subscriber Equipment***: means radios designed for Public Safety applications with good transmitter and receiver performance specifications: Frequency Stability, Hum and Noise, Spurious Emissions, Mid Power; Receive Adjacent Channel Selectivity, Spurious and Intermodulation Rejection. May include features like: P25 trunk and conventional operations, reduced channel / talk group count (100+), Encryption; Meets Mil Spec 810 C/D/E/F. High-Tier performance specifications apply unless otherwise listed.
- ***Low Tier Subscriber Equipment***: means radios designed for Business & Industry applications with good transmitter and receiver performance specifications for: Hum and Noise, Spurious Emissions; Receive Adjacent Channel Selectivity, Spurious and Intermodulation Rejection, Mid Power & reduced channel count; Meets Mil Spec 810 C/D/E/F.

2.11 **Radio Standards** - The radio equipment provided by the contractor shall meet or exceed EIA, TIA, FCC, IEEE and NEMA requirements, standards, specifications, practices and/or procedures current at the time of contract award. All equipment will be FCC Type Approved for class of service specified. The measurement procedures and performance standards for land mobile radio equipment specified herein shall comply with the TIA/EIA-603 standards. Standards for equipment employing digital C4FM or CQPSK modulation shall comply with the TIA/EIA-102 standards. Where the State's specification are more stringent than those of EIA/TIA, the State's specification shall apply.

2.12 **Transmitter Characteristics** - Transmitter shall use only solid-state active components. Synthesizing techniques of frequency generation are required for all but the Low-Tier models. Each Low-Tier unit will have a solid state sub-audible tone encoder.

2.12.1 Operating Frequency: The transmitter shall be factory supplied and aligned to the specific RF frequencies given in the purchase order.

2.12.2 Transmitter Standards: The transmitter shall meet or exceed the minimum standards as set forth in EIA/TIA Standard RS152B. Where the requirements of the State's specifications are more stringent than those of the EIA, the State's specifications shall apply. The transmitter shall comply with all FCC Rules and Regulations in effect on the date of issuance of the purchase order.

2.12.3 System Modulation, Narrowband:

2.12.3 (a) High-Tier: VHF/UHF/700/800: Analog - 11K2F3E / (800 -16K0F3E); Digital - 8K11F1E, and others in compliance with FCC efficiency standards

2.12.3 (b) Low-Tier: VHF or UHF: +/-2.5 KHz (11K2F3E)

2.12.4 Audio Frequency Harmonic Distortion:

High-Tier: All Bands: Less than 3% at 1000 Hz and 60% maximum deviation

Low Tier: All Bands: Less than 5% at 1000 Hz and 60% maximum deviation.

2.12.5 Carrier Frequency Stability: Radios offered under this contract shall meet or exceed the FCC stability requirements listed under 47CFR90.213 and 47CFR90.539. High-Tier radios are expected to exceed these specifications as applicable. All units will be priced and sold meeting these specifications.

2.12.6 Frequency Spread: Per Band definition; with no degradation in power output.

2.12.7 RF Output Impedance: 50 ohms.

2.12.8 Time-out Circuit: The transmitter shall be equipped with an adjustable time-out timer circuit that will turn off the transmitter after continuous transmitting. An audio tone shall be provided that will alert the operator that the transmitter has been timed out. Releasing the microphone push-to-talk button shall instantly reset the timer.

2.12.9 Continuous Toner Encoder: The conventional (non-trunked) transmitter shall be supplied with the capability to generate up to 32 sub-audible tones to modulate the transmitter for the full duration of all transmissions. The tone generators shall be designed for continuous operation with total harmonic distortion less than 10%. The tone encoder shall conform to all standards of EIA/TIA Standard RS-220A. There shall be available twenty (20) narrow band tone channels between 100.0 and 192.8 Hz inclusive (of Groups A and B) in accordance with EIA/TIA Standard RS-220A for continuous tone-controlled squelch system.

The frequency of the sub-audible tone generator shall be controlled by a solid-state tone network or be software based and shall be maintained within +/- 0.5% of its specified frequency over the temperature range of -30 degrees C to +60 degrees C.

The transmitter unit shall transmit a special sub-audible tone burst upon release of the push-to-talk switch. This burst shall last 160 +/- 40 msec. and be the same frequency as the regular tone supplied for a particular channel but out of phase by 180 +/-60 degrees from the previously transmitted tone. This circuitry shall be explicitly designed for the elimination of receiver "squelch tail."

2.12.10 Final Amplifier Protection: The transmitter output stage shall be protected from burnout due to excessive antenna VSWR. No damage shall result when the transmitter is subjected to a short or open circuit antenna output during continuous keying for a one minute period.

2.13 **Receiver Characteristics -** The receiver shall be completely solid-state, utilizing only high-quality transistors, integrated circuits, diodes, and other solid-state devices. The receiver shall be rated for continuous operation. A channel scanning feature with selectable priority may be listed as a separate option.

2.13.1 Operating Frequency: Per the band definitions.

2.13.2 Receiver Standards: The receiver shall meet or exceed the "minimum standards" as set forth in EIA/TIA Standard RS204C. Where the requirements of the State's specification are more stringent than those of the EIA/TIA, the State's specifications shall apply.

Definitions, standards, and methods of measurements shall conform to EIA/TIA Standard RS204C, unless specifically described otherwise.

2.13.2 (a) EIA 12 dB SINAD Sensitivity:

- High-Tier: All Bands: 0.25 microvolt or better, Analog
- Mid-Tier: All Bands: 0.3 microvolt or better, Analog
- Low-Tier: All Bands: 0.35 microvolt or better, Analog

2.13.2 (b) RF Input Impendence: 50 ohms

2.13.3 Squelch Circuitry: The conventional analog (non-trunked) receiver shall be supplied with carrier squelch and tone-coded squelch capability for a minimum of 32 CTCSS tone frequencies. The tone frequencies will be specified in the State purchase order. Tone decode circuitry shall be the sub-audible CTCSS type as described in EIA/TIA Standard RS-220A and shall meet all specifications of RS-220A.

There shall be two modes of operation, to be selected at the will of the operator. These are:

- Carrier squelch operation - The receiver squelch opens for any sufficiently strong on-frequency RF carrier; and
- Tone-coded squelch and carrier squelch operation- The receiver is muted until the incoming on-frequency RF carrier is modulated by the proper continuous sub-audible tone and the on frequency RF carrier is sufficiently strong to break squelch as determined by the carrier squelch adjustment control. This "and" squelch condition shall remain continuous for the duration of carrier reception. Selection of the mode of operation shall be made by manual switch control.

2.13.4 Carrier Actuated Squelch Circuit: The carrier actuated squelch shall be of the adjustable sensitivity type with a continuously variable control. The squelch circuit shall be designed to not respond to noise bursts.

2.13.5 Tone Actuated Squelch Circuits: The tone actuated squelch circuit shall conform to all standards of EIA/TIA Standard RS-220A. Continuous presence of the proper modulating tone shall be required to keep the squelch open when in the carrier squelch and tone-coded squelch mode of operation.

2.13.6 Tone Squelch Characteristics:

- Tone deviation shall not exceed 10% of the peak system deviation. A tone signal 3% removed from the frequency of the proper tone shall not operate the squelch circuit, regardless of the level recovered at the discriminator.
- The tone modulation shall be filtered from the voice signal such that with tone deviation set at 20% of the peak system deviation, the tone fundamental frequency shall be at least 30 dB below the level of a 1000 Hz tone transmitted at 2/3 rated system deviation with the receiver adjusted for maximum rated audio output.
- The tone squelch circuit shall respond by squelching the receiver within 160 +/-40 msec. of a tone burst 180 +/-60 degrees out of phase with the previous tone. This circuitry shall be explicitly designed to eliminate receiver "squelch tail."

2.14 Transceiver Unit Specifications:

2.14.1 Antenna Switching. Antenna switching must be accomplished by a hermetically sealed relay switch or some other reliable mechanical or electrical means.

2.14.2 Environmental Standards. All equipment provided under this specification shall be tested to, and conform to, the requirements of Mil Std. 810C/D/E for shock, vibration, humidity, dust, salt, fog, and other weather conditions.

2.15 Trunking Operation Option:

2.15.1 High Tier: Trunked radio options will be considered. Any such analog trunked radio shall meet the same technical RF specifications as the conventional model. Analog trunked radios shall conform to APCO 16 protocols. Digitally trunked radios should be of the same model line as the conventional radio, and shall be fully compatible with the P25 TIA/EIA Phase I Standard for FDMA, or the TDMA P25 Phase II or Open Sky Public Safety Trunking.

2.15.2 Low Tier: Trunked radio options will be considered. Any such trunked radio shall meet the same technical RF specifications as the conventional model.

2.15.3 Auxiliary Test Equipment: Associated test equipment such as plug-in service meters, computer interface cables/boxes, and test bench control set-ups may be offered. Any designated service meter should be compatible with the transceiver metering socket(s) and have scale calibrations consistent with the readings called for in the service manual. The test-bench control set-up shall include the proper style control heads, speaker, microphone, metering panel, and interconnecting cabling at least 6 feet in length. A price shall be included for an optional frequency programmer and software.

2.16 ANALOG & DIGITAL VEHICULAR MOUNTED MOBILE RADIO EQUIPMENT

2.16.1 **Model Specifications**

2.16.1 (a) **High-Tier, Mid-Tier:** The following specification describes various types of vehicular-mounted mobile radio equipment. These radios may be either one-piece (dash mount) or two-piece (remote mount). These radios are: VHF High-band, UHF and 700/800 MHz radios capable of analog conventional and trunked; and digital conventional and trunked radio operation.

2.16.1 (b) **Low-Tier:** The following specification describes various types of vehicular-mounted mobile radio equipment; High-band VHF, UHF, and 800 MHz. These radios may be either one-piece (dash mount) or two-piece (remote mount).

2.17 Electrical Specifications:

The equipment shall be designed to operate from a nominal 12 volt negative ground vehicle electrical system. Adequate overload and reverse polarity protection shall be provided. Control circuits shall be arranged so that the vehicle ignition switch will disable both the transmitter and receiver when in the OFF position, but allow operation when in the ACCESSORY position.

2.18 Transmitter Characteristics:

The transmitter shall be of modern solid-state design.

2.18.1 **Carrier Power Output Rating: (all minimum intermittent power at 20% duty cycle)**

2.18.2 **High Tier VHF:** 40 watts or, 50-110 watts, adjustable UHF: 40 watts or 50-100 watts, adjustable 700-800 MHz Trunked: 10-30 Watts

2.18.3 **Low-Tier VHF**: 25 Watts minimum, adjustable UHF: 25 Watts minimum, adjustable 700-800 MHz: 15 Watts minimum, adjustable.

2.18.4 Conducted and Radiated Spurious Emission Attenuation:

2.18.5 **High-Tier** -75 dB or greater

2.18.6 **Mid-Tier** -70 dB or greater

2.18.7 **Low Tier** -55 dB or greater

2.18.8 **Audio Frequency Harmonic Distortion:**

2.18.8 (a) High-Tier - All Bands: Less than 3% at 1000 Hz and 60% maximum deviation

2.18.8 (b) Low Tier - All Bands: Less than 5% at 1000 Hz and 60% maximum deviation

2.18.9 **FM Hum and Noise Attenuation:**

2.18.9 (a) **High-Tier** -40 dB (12.5 KHz)

2.18.9 (b) **Low Tier** -35 dB (12.5 KHz)

2.19 Receiver Standards

The receiver shall meet or exceed the "minimum standards" as set forth in EIA/TIA Standard RS-204C. Where the requirements of the State's specification are more stringent than those of the EIA/TIA, the State's specifications shall apply. Definitions, standards, and methods of measurements shall conform to EIA/TIA Standard RS-204C, unless specifically described otherwise.

2.19.1 **Adjacent Channel Selectivity Desensitization**

2.19.1 (a) High-Tier -70 dB or better (12.5 KHz)

2.19.1 (b) Mid-Tier -65dB or better (12.5 KHz)

2.19.1 (c) Low-Tier -60 dB or better (12.5 KHz)

2.19.2 **Spurious Response Attenuation:**

2.19.2 (a) High-Tier -80 dB, or better (12.5 kHz)

2.19.2 (b) Low-Tier -70 dB, or better (12.5 kHz)

2.19.3 **Intermodulation Spurious Attenuation:**

2.19.3 (a) High-Tier -80 dB, or better (12.5 kHz)

2.19.3 (b) Low-Tier -70 dB, or better (12.5 kHz)

2.19.4 **Audio Power Output:**

2.19.4 (a) High-Tier 10 watts minimum, 3% maximum distortion

2.19.4 (b) Low-Tier 7.5 watts minimum, 5% max. dist., external speaker

2.20 Transceiver Unit Specifications:

2.20.1 **Power Requirements.** The unit shall draw less than 1.0 amp of current with the receiver and transmitter in a quiescent "ON" condition. The transmitter/receiver shall be a complete integral unit with all previously specified items, including AF or RF power amplifier built internally into the transceiver unit.

2.20.2 **Physical Construction**

- The complete transmitter and receiver combination shall be mounted in a single housing.

- The housing shall be furnished in enamel or lacquer over a non- ferrous plating of A-N standard chrome type metal primer or equal.
- The housing shall be of steel or equivalent construction and not louvered, to inhibit the entrance of dust and other foreign matter. A locking device shall be used to prevent the unit from being removed from its mounting by unauthorized personnel.
- All interconnection cabling between the transmitter, receiver, and power supply shall be accomplished internally in the equipment housing. With exception of the power, control, and antenna cabling, there shall be no external connections or cabling on the equipment housing.
- All frequency determining elements in the transmitter and receiver shall have a locking or clamping device to ensure permanent connection during operation.
- The maximum transmitter/receiver dimensions shall not exceed 2.5" x H x 7.0" W x 13.0" L. All but the High-Tier Model must weigh less than 8.5 lbs. The complete mobile unit shall be capable of normal operation when mounted in any physical position.

2.20.3 **Interconnecting Cables.** All cables and wires shall be furnished to interconnect the radio set with its accessories and the vehicle's electrical system. Cables shall be insulated, waterproofed and equipped with appropriate connectors. All plug-in connectors shall be of the heavy-duty type and shall be provided with threaded coupling rings or other substantial fool proof locking devices to prevent accidental disconnect.

2.21 **Supplied Components:** The vendor shall supply all necessary components such as cased permanent magnet type loud speaker, combination transmitter/receiver, separate control head, a palm -type microphone, all ROMS, necessary control, power and cables, and all required mounting hardware as part of the Low-Tier transceiver package.

2.21.1 **Microphone and Control Head**

- A palm-type dynamic low impedance microphone with preamplifier and spring clip shall be supplied with each mobile unit. The microphone shall be ruggedly constructed to withstand the severe usage of mobile operations and shall have a push-to-talk switch mounted on the microphone housing. The microphone shall be provided with a nominal 4 ft. length self-retracting coil type cord. A separate matching control head (not part of the microphone) including all controls required for operation of the transmitter/receiver equipment shall be furnished as part of the equipment.
- The control head for a 2-piece control unit shall be capable of mounting on the vehicle dash or floorboard and a suitable inter-cabling kit shall be provided to interconnect the control head and the transmitter/receiver equipment. The control cable to be supplied shall be at least 20 feet in length and shall not have any intermediate junction boxes or barrier strips.
- The control head shall incorporate as a minimum:
  1. An ON and OFF switch.
  2. An indicator lamp to indicate that the radio is on.
  3. A squelch sensitivity control.
  4. Tone squelch disable switch, which may be located on the microphone hang-up brackets.

5. A volume control button or knob. (Clockwise Volume increase)
6. A red light that illuminates when the transmitter push-to-talk switch is activated.
7. Channel (Talk Group) selection control switch or knob.
8. Scan switch with channel priority select.
9. (**High-Tier/ Mid-Tier Requirement only**) A LCD alphanumeric readout display for channel information.

- All indicator lights shall be LED or LCD, or some other proven long-life illumination device (30,000 hour average life or better for High-Tier, 10,000 hour average life or better for all other models). All background lighting shall be diffused and non-glaring, with intensity sufficient for high ambient daytime lighting.
- The alphanumeric display control head shall be factory preprogrammed to the customer's channel labeling requirements. Radio frequency channeling shall also be preprogrammed at the factory.

2.21.2 **Loud Speaker.**
A heavy-duty permanent magnet loud speaker rated for a minimum of 10 watts and mounted in a heavy metal or high impact plastic case with mounting brackets shall be provided.

2.21.3 **Power Cable**.
One battery cable (hot) of at least 22 feet in length shall be supplied with each unit.

2.22 Optional Accessories:

The following accessories to the mobile unit are desired:

- **(High-Tier, Mid-Tier,)** Digital voice encryption, including AES and DES.
- **(High-Tier, Mid-Tier, Low-Tier)** Digitally controlled remote control head with alpha/numeric readout.
- (**High-Tier, Mid-Tier, or Low-Tier)** Analog or digital voice encryption, DTMF tone generator from microphone.

2.23 Servicing:

Transmitter/receiver equipment shall be readily removable from the mount for routine servicing. There shall be provisions for convenient metering of all essential transmitter and receiver circuits from multi-pin metering socket(s). All metering points shall be properly decoupled and connected to the metering socket(s). Provision for automated test set radio analysis is acceptable. All circuit modules shall be easily accessible plug-in printed circuit type fiberglass boards. Easy access shall be provided to all other portions of the unit.

2.24 MOBILE, DATA RADIO, VEHICULAR MOUNTED EQUIPMENT

This specification describes the minimum requirements for a UHF or 700/800 MHz mobile digital data link radio. The radio shall operate on a 25 KHz bandwidth channel at various data speeds from 19.2 Kb/sec to 44.3 Kb/sec, or 9.6 Kb/sec to 22 Kb/sec on a 12.5 KHz channel, or greater, depending upon signal conditions and BER conditions. Diversity receiver technology is encouraged, but not mandatory. Specifications shall meet voice radio specification unless otherwise listed.

2.24.1 **Transmitter Characteristics:**

2.24.1 (a) Operating Frequency. The transmitter shall be capable of operating on at least 16 separate conventional frequencies. The transmitter shall be factory supplied and aligned to the specific RF frequencies given in the purchase order.

Carrier Power Output Rating: (all minimum intermittent power at 20% duty cycle)
UHF: 10-40 Watts
800 MHz: 10-35 Watts
900 MHz: 10-25 Watts

- **System Modulation:**

  UHF/800 MHz: Digital (8K6DF1D, 15K3F1D, 15K0F1D, 15K6F1D

- **Conducted and Radiated Spurious Emission Attenuation:**

  UHF/800 MHz: -75 dBc

- **Harmonic Emission Attenuation**:

  UHF/800 MHz: -80 dB

- **FM Hum and Noise Attenuation:**

  UHF/800 MHz: -40 dB below 60% max deviation

2.25 Receiver Characteristics:

2.25.1 **Operating Frequency**

The receivers shall be capable of receiving on a minimum of 16 channels at UHF 450 MHz, and at 800 MHz.

2.25.2 **Receiver Standards:**

- **EIA 12 dB SINAD Sensitivity:**

  All Bands: 0.35 microvolts

- **Adjacent Channel Selectivity Desensitization:**

  UHF/800/900 MHz: 65 dB (12.5 KHz narrowband digital)

  UHF/800 MHz: 75 dB (wideband 25 KHz)

- **Spurious Response Attenuation:**

  UHF: -80 dB

  800/900 MHz: -80 dB

- **Intermodulation Spurious Attenuation:**

  UHF/800 MHz: -75 dB

- **Frequency Stability:**

  UHF/800/900 MHz: 1.5 ppm

2.26 DESK-TOP ANALOG & DIGITAL BASE STATION RADIO EQUIPMENT:

This specification describes low and mid power radios, for desktop or wall mount, for use either as a local base or as a control station for a repeater or trunked network.

2.26.1 This device has an integrated housing with the AC power supply and the radio.

2.26.2 An option for this class is a remote line interface.

2.26.3 Offerings shall meet the corresponding mobile radio applications.

2.27 ANALOG & DIGITAL PERSONAL /PORTABLE RADIO EQUIPMENT

2.27.1 **Model Specifications**

2.27.1 (a) High-Tier

This specification describes various types VHF, UHF, and 700-800 MHz, narrow band, conventional and trunked personal/portable radio transceivers.

Specifications for battery charging units and jerk-and-run mobile radio converter consoles are also included.

2.27.1 (b) Mid-Tier

This specification describes various types VHF, UHF, and 700/800 MHz analog, digital, conventional and trunked personal/portable radio transceivers.

2.27.1 (c) Low-Tier

This specification describes various types VHF, UHF, and 800 MHz analog conventional and trunked personal/portable radio transceivers

2.28 Transmitter Standards

Definitions, standards, and methods of measurement shall conform to EIA Standard RS-316B, unless otherwise noted.

2.28.1 (a) Carrier Power Output

- High-Tier

VHF: 5 watts minimum

800 MHz: 3 watts minimum

- Low-Tier

2 watts minimum

2.28.1 (b) Spurious and Harmonic Emission

- High-Tier -75 dBc
- Low-Tier -60 dBc

2.28.1 (c) FM Hum and Noise

- High-Tier -40 dB or better (12.5 kHz)
- Low-Tier -35 dB or better (12.5 kHz)

2.28.1 (d) Transmit Audio Distortion

- High-Tier Less than 3%
- Low-Tier Less than 5%

2.29 Receiver Characteristics

2.29.1 Adjacent Channel Selectivity

• High-Tier -61 dB or better (12.5 kHz)

• Low-Tier -50 dB or better (12.5 kHz)

2.29.2 Intermodulation

- High-Tier -75 dB or better (12.5 kHz)
- Low-Tier -60 dB or better (12.5 kHz)

2.29.3 Spurious and Image Rejection

- High-Tier -75 dB or better (12.5 kHz)
- Low-Tier -60 dB or better (12.5 kHz)

2.29.4 Audio Power Output

- High-Tier 500 mw at less than 3% distortion
- Low-Tier 500 mw at less than 5% distortion

2.30 General Electric and Mechanical Characteristics:

2.30.1 **Components Included:**

The vendor shall supply all necessary components, such as transceiver, battery, and flexible antenna.

The radio shall effectively have the following exterior controls: Power on/off, volume, channel selector, and push-to-talk switch. The radio shall be supplied with an integral microphone and loud-speaker. The push-to-talk switch shall be located on the side of the transceiver so it may be conveniently depressed while speaking into the microphone.

2.30.2 **Programming:**

- Each unit under this section except for the Low-Tier model shall be completely Field programmable. All channel information such as transmit and receive RF frequencies; CTCSS tone frequencies, and anything else which would be functionally tied to the channel selector of the radio, shall be fully field programmable and reprogrammable utilizing a single programming unit.
- Field Programmer - Each Vendor shall provide as an option, a field programming unit which is designed to fully program the channel personality of each radio under this section. The programmer may either be a self-contained programming unit, or the programmer may consist of an interface unit and software to convert a personal computer to a field programmer.

2.31 Battery Cycle

The rechargeable battery supplied with each radio shall have the capacity to provide at least 8 hours of service when used in a 5% transmit, 5% receive, 90% standby duty cycle.

2.32 Battery Chargers

2.32.1 **High-Tier:** Single and multiple (minimum 5 unit) battery chargers shall be available and priced separately on the price pages. The chargers shall recharge a completely discharged battery within 3 hours; thereafter a low (trickle) charge rate shall be available.

The chargers shall be UL approved and operate from a 120-volt A.C., 60 Hz power source. Protection shall be provided to prevent battery damage by over-charging or over-heating.

2.32.2 **Low-Tier:** A single unit battery charger shall be available and priced separately on the price pages. The charger shall recharge a completely discharged battery within 14 hours; thereafter a low (trickle) charge rate shall be available. The charger shall be UL approved and operate from a 120-volt A.C., 60 Hz power source. Protection shall be provided to prevent battery damage by over-charging or over-heating.

2.33 Mobile Radio Converter Console and Charger (High-Tier Model Only):

2.33.1 **Availability**: There should be available, as an extra option, a mobile charger/converter console. The charger/converter console shall conform to the following criteria:

1. The vehicular chargers shall accept both VHF, UHF, 700/800 portables.

2. Circuitry shall be incorporated in the charger which will prevent over charging the battery if it is left on charge indefinitely.

3. The unit shall completely recharge either low or high capacity batteries in three hours or less.

4. A temperature sensing logic circuit shall be provided that prevents charging a battery that is too hot or cold for reliable safe charging.

5. When the portable is in the vehicular charger, the battery shall be electrically disconnected and the portable shall be powered from the vehicle battery. Operation of the portable in the charger shall not drain or prevent the portable battery from charging. It shall be possible to use the portable in the charger even if its battery is dead.

6. Audio power amplifier and charger circuitry shall be turned on by insertion of the portable in the charger and turned off by removal of the portable from the charger.

7. The charger/converter shall provide the vehicle enclosure for the radio and shall provide for the following items:

- Connects the radio to the external antenna.
- Connects the radio to the vehicle microphone.
- Connects the radio to the vehicle audio amplifier and speaker.
- Connects the radio to the charging circuit.

2.33.2 A key locking assembly shall be furnished to provide for locking the radio in the charger unit. The charger/converter mounting shall meet applicable federal safety standards for automotive accessories. A red LED "Transmit" indicator.

2.33.3 Accessories - Each charger/converter shall include the following accessories: • Microphone with coiled cord and connector.

- A 12 watt amplifier and speaker.
- Mounting brackets and hardware to mount the charger and its accessories.
- If a special calibrator is required to adjust the chargers, one shall be furnished.
- Special 12 watt speaker volume control or pad. Each 12 watt speaker amplifier, or the vehicle charger, shall incorporate a variable pad or volume control to allow for

presetting the portable volume control to a normal listening level, and then when the portable is inserted into the vehicular charger, the volume level will be correct for vehicular use without further adjustment.

2.33.4 Power Requirements: The charger/converter shall be designed to operate from a normal 12 volt negative ground automotive electrical system. The reference voltage shall be established at 13.6 volts DC.

2.33.5 Mechanical Adjustment: The vehicular charger shall be mechanically adjusted by the factory before delivery and shall not require further adjustment by the buyer prior to being placed into service. All mechanical adjustments shall have locking devices to ensure their continued alignment during operation. Proper operation of the vehicular charger includes the unit's ability to lock in and release the portable radio in a smooth and easy manner without binding. All electrical functions of the unit shall be operational with the portable radio properly locked in. The pins contacting the portable radio shall be a heavy-duty type, capable of withstanding multitudinous insertions and removals of the radio from the charger.

2.34 ANALOG & DIGITAL MOTORCYCLE REAR-MOUNT RADIO:

This specification describes low and mid power radios, for motorcycle use. Offerings shall meet the corresponding mobile radio applications.

2.34.1 **Installation:**
The radio unit shall be designed for two-piece rear fender/handlebar control head mounting on Kawasaki, Honda, BMW, or Harley Davidson motorcycles, and shall meet Federal safety requirements.

2.34.2 **Interconnecting Cables:**

2.34.2 (a) All cables and wires shall be furnished to connect the unit to its associated control head and to interconnect the mobile unit with its accessories and the vehicle electrical system. Cables shall be well insulated, waterproofed and equipped with appropriate connectors.

2.34.2 (b) Connectors shall have a screw fastener to mechanically secure the connectors.

2.34.3 **Control Panel:**

The control panel shall be functional, attractive and include all facilities for operating the radio. Controls shall include on-off switch, volume control and squelch disable switch, a red light indicator for transmitter operating, a frequency selection switch for multifrequency requirements, an alpha/numeric channel indicator display, and a Priority Scan enable switch. The control panel shall be weather proof.

2.34.4 **Microphone:**

2.34.4 (a) A military palm-type, noise-canceling microphone shall be supplied as part of the equipment. The microphone shall be a dynamic or magnetic type, and shall include a convenient push-to-talk button for transmitter control. Option helmet (head set) microphones are encouraged to be listed.

2.34.4 (b) The microphone cord shall be a retractable type, with conductors of tinned metallic stranded wire not smaller than AWG size 30. The microphone cord

shall be terminated with a separate screw-on male connector or telephone type modular connector, for mating with the receptacle supplied on the radio.

2.34.5 **Optional Weatherproof Housing:**

2.34.5 (a) Housing shall provide a weatherproof seal to the elements and shall be capable of preventing unauthorized access to the radio by some type of key lock mechanism. Housing should also be capable of supporting an antenna mount.

2.34.5 (b) Weatherproof Housing shall be included as a purchase option of the radio.

2.34.6 **Power Supply:**

2.34.6 (a) The power supply shall be designed to operate from a normal 12 volt negative ground motorcycle electrical system. The reference voltage shall be established at 13.6 VDC. DC input to the radio shall be adequately filtered to exclude all alternator noise.

2.34.6 (b) The power supply, and associated transmitter and receiver, shall be designed so that no degradation shall result (except for a 3 dB loss in transmitter power) in the receiver audio output, squelch sensitivity and SINAD sensitivity if the power supply voltage is varied +/-10% from 13.6 VDC.

2.34.6 (c) The power supply, transmitter, and receiver shall be adequately protected by replaceable type fuses or circuit breakers.

2.35 FIXED LINK BASE RADIOS

The following items are system specifications and shall be determined on a per channel basis, as appropriate, for two link transceivers and associated equipment.

2.35.1 **Power Requirements**

Each low power transceiver shall operate from a negative ground +12.6 volt supply. The transmitter current drain shall be adjustable to less than 1.0 amps when transmitting (at reduced power). The complete transceiver shall operate in an idle condition with a current draw of:

2.35.1 (a) Category 1- Less than 150 ma.

2.35.1 (b) Category 2- Greater than 150 ma., but less than 800 ma

2.35.2 **Environmental**

The transceivers shall operate and meet the specifications herein set forth over an ambient temperature range of 0 to +50 degrees Celsius, with a maximum humidity of 95% at altitudes from sea level to 10,000 feet. The equipment shall remain operational over an ambient temperature range of -20 to +55 degrees Celsius.

2.36 Duplexer, BP & BP/BR

The vendor shall list an optional duplexer. A duplexer, pre-tuned to the frequencies specified in the purchase order, shall be available with each link transceiver. It shall be included as a separate priced unit for each transceiver package. Both Pass and Band Pass / Band Reject duplexers should be offered.

- Insertion Loss shall be 1.5 dB maximum

- Connectors - Type N Female

2.36.1 **Option A -** UHF Option shall satisfy the following requirements

- Transmitter Noise Suppression an Receive Frequency / 75 dB
- Receiver isolation at Transmitter Frequency / 75 dB

2.36.2 **Option B -** 700-800 MHz Option shall satisfy the following requirements

- Transmitter Noise Suppression an Receive Frequency / 65 dB
- Receiver isolation at Transmitter Frequency / 65 dB

2.37 Re-Radiation Loss

The vendor shall list an optional isolator with no more than 0.5 dB total insertion loss and shall be capable of dissipating at least 10 watt of reflected power. Re-radiation of intermodulation products shall be no greater than -50 dBm from the duplexer antenna port when a spurious signal within the duplexer's pass band arrives at that port at 0 dBm (EMR model numbers 7540/2 / 7640/2 or equal). It shall be included as part of each transceiver package as a separate unit.

2.38 Common Circuitry

The transceiver shall be made with removable modular card construction and fit in a standard 19-inch rack mount. The transceiver shall have interfacing circuitry that provides a common point for external control (PTT, COR, power, and 600 Ohm audio connections) to the transmitter and receiver.

2.39 Audio Requirements

The transceiver shall have a 600 ohm balanced 4-wire audio interface. Transmitter and Receiver audio levels shall be adjustable from 16 to +1 dBm. The overall frequency response of the link (end to end) shall exceed a 3002 grade line with type C2 conditioning and be capable of passing industry standard function tones.

2.40 Physical Size/Form Factor

The physical size of the transceiver shall be such that it will fit in a 19-inch equipment rack (width) while not occupying more than 4 rack units (7 inches) vertically. The unit's depth shall not exceed 15 inches. The transceiver should be modular with individual modules plugging into the backplane via a card edge connector.

2.41 Transmitter Characteristics

The transmitter shall meet or exceed the following minimum specifications:

2.41.1 **Carrier Power Output**

- Category 1 / 6 watt minimum VHF, UHF, 3W minimum 700/800 MHz.
- Category 2 / 12 watt minimum VHF, UHF, 700/800 MHz

2.41.2 Spurious and Harmonic Emission Attenuation / 70 dB below carrier

2.41.3 Audio Frequency Total Harmonic Distortion / 5% maximum

2.41.4 Key-Up Time to Full Output / 40 milliseconds, maximum

2.42 Receiver Characteristics

2.42.1 Spurious Response Rejection (Attenuation) / 90 dB Minimum

2.42.2 Intermodulation Spurious Rejection (Attenuation) / 75 dB Minimum

2.42.3 Adjacent Channel Selectivity / - 45dB (12.5KHz)

2.42.4 Audio Output / -16 dBm to +1 dBm (600 Ohms).

2.42.5 Buffered discriminator output

2.42.6 External Mute - The receiver shall have an external mute input which while actively prevent any audio signal from passing through the 600 Ohm receive output port.

2.43 LOW POWER VEHICULAR REPEATERS EQUIPMENT

This specification describes VHF, UHF, and 700/800 MHz in-vehicle mounted repeater, for attachment to the vehicle's mobile radio and used to extending the range of the user's portable radio.

2.44 MULTI-BAND RADIOS

This section describes radios capable of operating in multiple public safety radio bands. For the purposes of this contract the 700 MHz and 800 MHz bands are considered a single band. Specifically, these radios are capable of operating in any two or more of the VHF, UHF, or the 700/800 MHz bands. Otherwise specifications are controlled by the class and tier of the offered product.

2.45 ANALOG & DIGITAL BASE/MOBILE RELAY STATION FIXED RADIO EQUIPMENT

Model Specifications

2.45.1 **Basic Operations**

The following specification describes, VHF High-band, UHF, 700 MHz, and 800 MHz continuous duty, mobile relay/base station equipment using phase, frequency, or digital modulation. Must be FCC type accepted to meet the modulation mask described in FCC Part 90.210.d. Trunked stations must meet the APCO 16, P25, or Open Sky system requirements. All 700 MHz stations shall be capable of P25 operation. Stations shall be capable of the following three modes of operation:

- Mode 1 - The station operates as a mobile relay only
- Mode 2 - The station operates as a tone and/or E&M remote controlled base station and mobile relay
- Mode 3 - The station operates as a tone and/or E&M remote controlled simplex or duplex base station

Digitally trunked base/repeaters shall be of the same model line as the conventional radios.

2.46 Electrical Specification:

The equipment shall be designed to operate from a primary power source of 117 volts AC, 60 Hz. Adequate overload protection shall be provided. All power supplies shall use only high-quality, long-life, solid-state components as active devices. The equipment shall also be capable of operating from an external DC power source.

2.47 Transmitter Characteristics:

2.47.1 The transmitter shall use solid-state components throughout. The use of vacuum tubes in any stage is not acceptable.

2.47.2 Each station offered shall be capable of normal, continuous duty operation.

2.47.3 The transmitter shall be supplied for single frequency operation at any frequency within the VHF, UHF, 700 MHz (745-805 MHz) or 806-869 MHz bands. An alternate option for two or more frequency stations shall also be an option. The transmitter shall be factory aligned to the frequency specified in the purchase order.

2.47.4 Transmitter Standards:

- Carrier Power Output Rating:

  High-Tier 40-100 watts, continuous duty.

- Conducted and Radiated Spurious Emissions:

  High-Tier / -85 dB (12.5 kHz)

  Mid-Tier / -70 dB (12.5 kHz)

- Audio Frequency Harmonic Distortion:

  High-Tier / All Bands: 2% Max.

  Mid-Tier / 3% maximum

- FM Hum and Noise Level: High-Tier / -45 dB (12.5 kHz)

  Mid-Tier / -34 dB (12.5 kHz)

2.47.5 **Reradiated Loss:**

Re-radiation of intermodulation products shall be at least -50 dBm VHF (-30dBm) all other bands) from the transmitter antenna port or at the external isolator output port (if provided) when a spurious signal arrives at the port at 0 dBm. Any isolators used to accomplish this, shall be capable of dissipating at least 50 watts of

2.48 Receiver Characteristics:

The receiver shall be completely solid-state, utilizing only high-quality, long-life, solid-state components as active devices. The receiver shall be rated for continuous operation.

2.48.1 **Receiver General Characteristics:**

- Adjacent Channel Selectivity: High-Tier / -75 dB at 12.5 KHz

  Mid-Tier / -60 dB at 12.5 KHz

- Spurious Response Attenuation: High-Tier / -95 dB at 12.5 KHz

  Mid-Tier / -70 dB at 12.5 KHz

- Intermodulation Spurious Attenuation:

  High-Tier / -80 dB at 12.5 KHz

  Mid-Tier / -70 dB at 12.5 KHz

2.48.2 **Carrier Operated Relay:**

A carrier operated relay (COR) shall be provided. Upon receipt of an on-frequency RF carrier signal and the required squelch activating sub-audible tone, this relay shall provide closure of a pair of normally open dry relay contacts.

2.48.3 **Mobile Relay Operation:**

The receiver repeat audio shall be connected to the transmitter modulator input through a gain control to permit independent adjustment of transmitter modulation level. The repeat level shall be independent of line input/output levels. A carrier control timer shall be provided. This will limit the duration of any continuous mobile relay transmission to a pre-selected interval of from 30 seconds to 5 minutes.

2.49 Station Control and Operation:

2.49.1 **Station Audio Control:**

The station shall be designed to accept two-line, 4-wire audio; 0 dB in/0 dB out.

2.49.2 **Tone Control Scheme:**

The base station shall be controlled by in-band tones for the remote controlled transmit function and the repeater enable/disable function.

2.49.2 (a) **Transmit Tone Control:**

- Transmit tone control shall be by tone intervals of the following sequence:

  A = Guard Tone (2175 Hz) for 125 msec. nominal

  B = Transmit Tone (1950 Hz; 10 dB down from (A) for 40 msec. nominal

  C = Low Level Guard Tone (2175 Hz for the duration of the message; 30 dB down from A)

- The "B" function tone shall activate the transmit function of a single frequency base station with the "C" tone continuing throughout the message.
- The station decoders shall not respond (false) to voice peaks up to test tone levels or noise up to -10 dBm.
- The tone decoder overload (talk-down level for voice peaks shall be greater than the test tone level; the overload level for noise shall be such that overload does not occur with levels as high as 10 dB below test tone.

2.49.2 (b) **Tone Squelch Disable:**

The receiver sub-audible tone squelch unit shall be disabled by the short tone sequence indicated below:

A= Guard Tone (2175 Hz) for 125 msec. nominal

B= CTCSS Disable Tone (2050 Hz); 10 dB down from (A) for 40 msec. nominal

2.49.3 **Repeater Enable/Disable Function:**

The mobile function of the station shall be enabled and disabled by the tone sequence indicated below:

A= Guard Tone (2175 Hz) for 125 msec. is nominal

B= Function Tones (10 dB down from A, 1550 Hz for enable, 1440 Hz for disable) for 40 msec. nominal

2.49.4 **E&M / DC Control**

The station shall provide a contact point, which when grounded, will key the station and allow the transmission of line audio. When the station is keyed by grounding the contact point, the remote control function shall have priority over the repeater function. Also, tone remote keying shall have priority over DC contact keying.

2.49.5 **Microphone and Speaker**

A palm-type microphone with push-to-talk switch and hang-up bracket shall be supplied with each unit for local control. A permanent magnet loud speaker with volume control shall also be supplied. The volume to the monitoring speaker shall be independent of the transmitter repeat and line output levels. The local PTT and microphone audio functions shall override repeater or line PTT and audio.

2.50 Optional Duplexer:

For the UHF & 800 MHz stations only, an optional duplexer, pre-tuned to the frequencies specified in the purchase order, shall be considered separately. It shall be capable of being mounted horizontally in a standard 19" rack. Models determined to meet the requirements of this section include the EMR 65534/ENC, SBC-2 for UHF, and the Celwave PD898 for 800 MHz, or approved equivalents. Because of random Tx/Rx frequency splits, VHF duplexing equipment is not a requirement of this RFP.

2.50.1 Frequency Separation: UHF MHz: 5 MHz minimum
700 MHz: 30 MHz minimum
800 MHz: 45 MHz minimum

2.50.2 Maximum Power Input: (Continuous duty) / 100 Watts

2.50.3 Insertion Loss:

UHF: at 5.0MHz Separation: 1.0dB Max.

700 MHz: at 30 MHz Separation: 1.0 dB Max.

800 MHz: at 45 MHz Separation: 1.0 dB Max.

2.50.4 Transmitter Noise Suppression at Receive Frequency:

UHF: : 75 dB minimum

700/800 MHz: 65 dB minimum

2.50.5 Receiver Isolation at Transmit Frequency:

UHF: : 75 dB minimum

700/800 MHz: 65 dB minimum

2.50.6 Maximum VSWR: 1.5:1 or less; both bands

2.50.7 Connectors: Type N Female or 7/16 DIN

2.51 General Electrical and Mechanical Characteristics:

2.51.1 Basic Components:

- The radio equipment shall be installed in a standard, indoor cabinet enclosure, or an optional heavy-duty, aluminum, 19-inch, open relay rack of a nominal 90-inch height, meeting EIA Standard RS310C (Harris -Dracon 46055-005 or approved equivalent). All station chassis shall be mounted near the middle of the rack. The maximum height of the mobile relay/base station equipment shall be 37 inches.
- All RF input/output connectors on major station assemblies shall be Type N, BNC, or TNC, or some other approved locking RF connector.

2.51.2 Special Tools:

One complete set of any specialized hand tools shall be provided with each base/mobile relay station ordered. Tools shall include all necessary tuning tools, cables, card and/or module extenders, etc., to locate defective parts, trace equipment malfunctions, and perform routine maintenance.

2.51.3 Service Meters:

Panel mounted meters with associated selector switches or similar means may be optional with all units to measure all transmitter and receiver circuits essential to tuning and servicing. Such meters or fixtures shall be separately priced. If a computer interface is required for routine maintenance, the software shall be provided.

2.51.4 Wiring:

Wiring shall be color coded or marked in an acceptable manner for ease of maintenance. All inter-chassis wiring shall be clamped, laced or tied to prevent undue mechanical strain on connectors and terminals. When subjected to an open flame, hot soldering iron, or short circuit, the wire used in this equipment shall not support combustion for more than five seconds after the heat source is removed.

2.52 COMMUNICATION SERVICE MONITORS

These specifications describe a Communications Service Monitors for use in the maintenance of public safety land mobile radio communications system. These systems will be primarily conventional narrowband FM, conventional P25, trunked P25 or Astro 25 systems.

2.52.1 **Physical Construction**:

The complete monitor, including any and all modules, shall be contained in the mainframe. All switches, controls, inputs and outputs normally used during operation should be accessible from the front of the instrument. The mainframe cabinet shall be provided with a cover to protect the controls and oscilloscope from damage. The monitor shall operate over a temperature range of 0 to 40 degrees Celsius and weigh less than 35 pounds, including all plug-in modules and batteries.

2.52.2 **Electrical Specifications:**

The monitor shall be all solid-state. The monitor shall be capable of accepting operating power from one of two sources. No internal modifications or adjustments shall be required by the operator to change from one power source to another.

2.52.2 (a) A.C. Power / 120 VAC, 60 Hz; the unit shall be supplied with a 6-foot grounding power cord.

2.52.2 (b) D.C. Power / 12 VDC to 15 VDC; the unit shall be supplied with the required connector to supply D.C. power to the monitor for specific classifications.

2.52.3 **Service Monitor Operating Sections:**

The following functions shall be provided by the monitor, as defined by instrument class:

- R.F. Signal Generator
- R.F. Receiver
- Duplex R.F. Signal Generator
- General Purpose Oscilloscope
- R.F. Spectrum Analyzer
- Tracking Generator
- High Stability Oscillator (0.01 ppm - 0.1 ppm)
- Frequency Counter
- Power Meter
- Audio Generator
- Distortion Meter
- General Purpose Oscilloscope

2.52.4 Signal Generator - Signal output(s) shall be provided to allow servicing and alignment of FM communications receivers.

2.52.5 Frequency Generation - Continuous from 1 MHz to 1000 MHz .

2.52.6 Output Level - 0.1 microvolt to 20 millivolts

2.52.7 Output Level Accuracy: <+/- 2Db

2.52.8 Time Base Aging and Stability: 1.0 PPM/year after the first month

2.52.9 Frequency Step Resolution: 10 Hz or better

2.52.10 Modulation: AM & FM

2.52.11 Audio Generator: 1 KHz fixed, & variable frequency tone

2.53 Receiver Monitor/Display:

The receiver/monitor shall display demodulated signals on the LCD display/meter and allow audible monitoring via a self-contained speaker.

2.53.1 Frequency Range & Accuracy: Same as for Signal Generator

2.53.2 Input Sensitivity: 2 microvolt maximum for 10 dB SINAD

2.53.3 Input Impedance: 50 ohm, nominal

2.53.4 Deviation Measurement Range: <+/- 2.0 KHz to >+/- 10 KHz peak for full scale display

2.53.5 Deviation Measurement Accuracy: +/- 5%

2.53.6 Demodulated Output Distortion: < 10%

2.53.7 Frequency Meter Error Resolution: 1 Hz/10 sec. gate time

2.54 Oscilloscope

The receiver LCD display should be made available for use as a general purpose oscilloscope to 50 KHz or 500 KHz, depending upon classification/model.

2.55 Spectrum Analyzer

2.55.1 Frequency Range: 400 KHz to 1000 MHz

2.55.2 Dynamic Range: -90 dBm to -30 dBm

2.55.3 Display Range: >70 dB calibrated in dBm

2.55.4 Horizontal Display Calibration: Shall have selectable per-division sweep calibration.

2.55.5 Calibration: A reference signal should be available from the instrument to be used for level calibration.

2.56 Duplex RF Signal Generator

2.56.1 Offset Frequency Range: +/- 10 KHz to +/- 45 MHz

2.56.2 Output Level: >100 microvolt

2.57 Accessories

The monitor shall be provided with a whip antenna designed to make off-the-air measurements, an output cable assembly, and a service manual.

2.58 Operational Considerations

It is the intent of these specifications to buy a dependable communications service monitor to service government-owned communications equipment. The monitor must be ruggedly constructed to withstand severe vibration and shock encountered during travel to remote transmitter sites.

The instrument will be used daily and must be a reliable standard under the specified extremes of temperature and other conditions experienced during routine service procedures. The monitor shall be portable and completely self-contained. The service monitor shall be so constructed and labeled for easy use. Protection should be provided to minimize damage to the instrument by an inadvertent keying of a transmitter into the generator output(s). The generator's output(s) shall withstand a minimum of 100 watts for up to 30 seconds.

2.59 Configurations

Three configurations of monitors shall be proposed separately, depending upon option level and vendor product line. These shall include the following:

2.59.1 Maximum Feature Test Set with Extended Range Duplex Signal Generator (no offset limit within 1-1000 MHz range), Spectrum Analyzer with full span (1-1000 MHz) sweep, Tracking Generator, High Stability Oscillator, & Computer control interface. Must list options required to meet specifications. It requires P25 digital trunking, Smartnet trunking capability. Options may include extended RF range, automatic test and tuning software, additional digital modes including LTE, BER testing (List all trunking modes and other additional options as offered by vendor.)

2.59.2 Full Feature Portable Service Monitor with Duplex Signal Generator (1000 MHz), Spectrum Analyzer (1000 MHz), Tracking Generator (1000 MHz), and High Stability Oscillator (0.5 ppm), with internal Battery Power (List trunking and other additional options as offered by vendor). Units determined to meet the intent of this specification include the Freedom 8000 series and Aeroflex 8800 series.

2.60 GENERAL SPECIFICATIONS:

2.60.1 Non-Proprietary Specifications

2.60.1 (a) These specifications describe electronic radio equipment to be used in various Arizona State, VHF High-band, UHF 450 MHz and 700- 800 MHz (Conventional and Trunked) radio communications systems. This document will describe separately, the requirements for fifteen (15) different classes of electronic equipment.

2.60.1 (b) Only the VHF (150-174 MHz) model in all radio lines will be evaluated on technical specifications. If a VHF conventional product qualifies for an award in a product line, then the vendor may add their conventional UHF Band, and qualification of a conventional 800 MHz product will allow a 700 MHz product in the same radio line to be added to the contract, providing the discount percentage is the same as for the VHF or 800 MHz model.

2.60.1 (c) The specifications do not include any proprietary items, components, circuits, or devices which would preclude any communications equipment manufacturer from producing equipment to meet these specifications. All technical tolerances, ratings, power outputs, or any technically specified criteria contained within these specifications are considered to be within the current state of the art and are currently being met by commercially available electronic equipment. The fact that a manufacturer chooses not to produce equipment to meet these specifications is not sufficient cause to adjudge these specifications as restrictive.

2.61 CONTRACTOR SUPPORT (Installation and Maintenance):

2.61.1 Instruction Books, User Guide and Product Literature

The contractor will make available the following equipment documentation to purchasers in any quantity specified by the purchaser over and above the quantity required to be included with the unit price. Manuals will accompany the equipment at time of delivery or may be delivered prior to equipment delivery.

- OPERATORS MANUAL One (1) operators manual will be furnished with each equipment unit. This manual will provide an operational description of the equipment and all other pertinent operational details. This manual must include illustrations or photographs displaying the location and details of the various devices and controls. This manual will be a volume separate from all other manuals.
- INSTALLATION MANUAL the installation manual will consist of printed and illustrated sections that describe the mechanical, electrical and electronic details of assembly sufficient to assure proper operation at completion. This manual may be a section of the service manual. Installation manuals **will be included** with each lot of purchase for example: a) one (1) manual for each base/repeater unit b) one (1) manual for each of the mobile or portable radio units, up to a maximum of ten (10) manuals for each lot of mobile or portable radios. The purchaser will specify additional manuals required with each purchase.
- SERVICE MANUAL The service manual must contain circuit descriptions in verbal and illustrative form which are concise and all inclusive. Sections of the manual will include theory of operation to the component level, parts lists, troubleshooting flow diagrams and charts, instructions for alignment programming, adjustment and/or setup, schematics with normal operating voltages, plus wiring, interface, interconnection and printed circuit layout and assembly diagrams. Also included will be a list of maintenance and test equipment required for equipment maintenance prescribing make, model, description, manufacturer and alternatives. Service

manuals will be included with each lot of purchase in the same manner as described above for the installation manual. The purchaser will specify additional manuals required with each purchase.

2.61.2 Warrantee (additional requirements):

It Contractors shall warrantee all equipment for one (1) year following the equipment's Acceptance.

2.61.3 Parts Support:

All equipment covered by these specifications and any resultant contracts will have a minimum service life of seven (7) years from date of delivery to the purchaser and the contractor will guarantee replacement parts stocking by the contractor and/or authorized distributor for this service life period.

2.62 WORKMANSHIP

All the various types of equipment supplied under this Contract shall be of the latest, most improved model, past the development state and in factory production. Such equipment shall have a satisfactory production performance record as evidenced by product literature supplied by the Contractor and as determined by the State. Equipment without performance data will be subject to a technical evaluation for acceptability. If requested, Contractor shall supply a sample unit to the State within ten (10) days of the request. The sample unit will be returned within sixty (60) days. Components used in the equipment shall be only those specified in Contractor's equipment literature. Contractor shall provide a name and telephone number list of users/agencies that have purchased and installed the proposed equipment for the State's use during the evaluation process.

2.63 PROGRAMMING

Each model of radio shall have a Radio Programming Device available if one is required to program the radio. This software shall be for the highest level and revision of software available, including all maintenance software. The vendor shall agree that purchase of a single software package constitutes a "user" license per-site and may make necessary copies for internal use as required at a site. The vendor shall also offer at a reasonable additional cost, a "system" license for use at up to 10 agency service shops.

3.0 Digital Microwave Terminals

3.1.1 Offer(s) shall be the manufacturer or distributers of the products requested and specified;

3.1.2 Standards and specifications from the following shall be used unless otherwise specified;

3.1.3 Federal Communications Commission (FCC) Title 47 Parts 2, 15, and 101 as applicable;

3.1.4 Bellcore Technical References;

3.1.5 International Telecommunications Union – Telecommunications Standardization Sector (ITU-T), formerly know as CCITT;

3.1.6 International Telecommunications Union Radio Communication Sector (ITU-R), formerly known as CCIR;

3.1.7 Institute of Electrical and Electronic Engineers (IEEE);

3.1.8 MIL-HDBK-217, Reliability Prediction of Electronic Equipment;

3.1.9 Underwirters laboratory (UL);

3.1.10 American National Standards Institute (ANSI);

3.1.11 Electronic Industries Association (EIA);

3.1.12 Telecommunications Industries Association (TIA);

3.1.13 In case of conflicting requirements of standards, they apply in the sequence in which they are listed above. The complete apparatus shall also comply with the applicable codes, laws, and regulations of all governmental agencies having jurisdiction.

3.2 General Requirements

3.2.1 Equipment to be furnished complete:

3.2.1 (a) When requested a fully functional assembly with standard industry interfaces for the signal payload, power connections, alarm I/O connections and any required data or service channel interfaces. All other accessories would be priced separately in the vendors catalogs at a discount off listed price and in as much as these materials may be provided by the purchaser or already exist.

3.2.1 (b) Equipment supplied under this contract shall be new and provided with the latest hardware and software revisions currently being shipped. The Contractor shall notify the Purchaser when any hardware or software revision is incompatible with previously shipped equipment. The Contractor shall identify the incompatibility and shall provide a method to resolve the incompatibility.

3.2.1 (c) Equipment supplied under this contract shall be standard production, identified by model numbers as listed in supplier's catalogs and price pages. All equipment supplied under this contract shall be in full production status. Equipment still in testing phases shall not be accepted.

3.2.2 Instruction Manuals - A complete, comprehensive set of instructions, block diagrams, and operating manuals shall be furnished for each piece of equipment supplied. Manuals shall be provided in the form of printed copy and available on CD Rom at no cost. The intent is for documentation at a level sufficient for maintenance to the lowest replaceable unit. Each instruction manuals shall contain the following as a minimum:

3.2.2 (a) Complete block diagrams including information outlining method of operation, supply voltages, etc. for all equipment.

3.2.2 (b) Circuit diagrams showing internal interconnect wiring of all equipment.

3.2.2 (c) Complete instructions covering operation, theory of operation, and maintenance of all equipment and accessories.

3.2.2 (d) Servicing manuals, instructions, and procedures shall be of sufficient detail in order to perform detailed maintenance down to the sub-assembly level.

3.2.2 (e) Diagrams showing inter-equipment wiring and cabling including terminal block connections.

3.2.2 (f) Normal point-to-point operating voltages, current, and power levels for test and adjustment purposes.

3.2.2 (g) Detailed installation instructions.

3.2.2 (h) Detailed list of all replacement spare parts.

3.2.2 (i) Block and level diagrams.

3.3 As-Built Drawings

Two sets of as-built drawings for the whole system plus one set for each site shall be supplied to the Purchaser indicating the location of the equipment, exterior equipment wiring, cabling, block and level diagrams, and any other details that are either different or omitted from the instruction books supplied. If only equipment has been ordered and not a complete system, the as-built drawings shall show the equipment interconnection details and specific frequencies for each piece of equipment.

3.4 Contractor's Guarantee

Contractor guarantees that the equipment furnished under the contract meets all of the requirements contained within this specification. Product shall meet or exceeds the manufacturers published performance specifications, as well as all equipment furnished shall fully meet all applicable Federal Communications Commission (FCC) rules and Electronic Industries Association (EIA) specifications.

3.5 Warranty Service and Maintenance Contracts

Contractor shall repair or replace without charge to the Purchaser, any equipment or part that which fails in operation during normal use within 24 months from the date of receipt of the equipment. This shall not apply to failures caused by acts of God or extraordinary circumstances beyond the control of the Contractor.

3.5.1 Contractor shall support the following:

3.5.1 (a) maintenance

3.5.1 (b) servicing

3.5.1 (c) removal and replacement of defective parts

3.5.1 (d) adjustments and measurements

3.5.2 In order to maintain the equipment supplied under this contract to the manufacturer's specifications and requirements of the FCC for a period of 2 years from the date of the receipt of the equipment. This shall be at no additional cost for those services requested for malfunctions reported during a normal working day. A normal working day is considered to be Monday through Friday, 0800 to 1700 hours, holidays excepted.

3.5.3 Contractor shall have a technician (at a fee) that has been trained and is competent to maintain the supplied equipment on 24-hour call at all times. Phone numbers and addresses shall be provided of the people to contact in an emergency. If the Purchaser elects to maintain the equipment themselves, the Contractor shall provide 24- hour call-in technical support 7 days a week. Contractor shall provide at time and expense price list for onsite maintenance services which may be purchased on an as needed basis.

3.5.4 When a malfunction is reported and service is requested, the Contractor's technician shall be able to provide technical support within 60 minutes after the Contractor or their representative was notified by the Purchaser.

3.5.5 Contractor shall provide the names of the persons who shall be the primary contact point for service, complaints, and general inquiries. Their names, addresses, and telephone numbers shall be submitted in Section 3 Personnel section.

3.5.6 Contractor shall quote when requested, charges for malfunctions reported, service requested, and maintenance performed as follows:

3.5.6 (a) After 1700 and before 2400 hours, Monday through Friday.

3.5.6 (b) After 2400 and before 0800 hours, Monday through Friday.

3.5.6 (c) Saturday, Sunday, and holidays.

3.5.7 Equipment or part replaced under the provisions of this warranty becomes the property of the Contractor. If the Contractor desires the defective equipment or part returned all

transportation charges shall be the responsibility of the Contractor. If the Contractor does not specifically request return of such replaced parts within the 30 days from date of replacement, the equipment or parts become property of the Purchaser. Contractor shall provide repair and return service for two years at no charge.

3.5.8 Replacement parts shall be regularly stocked by the Contractor and/or authorized distributor. Delay in the Purchaser's receipt of replacement parts shall not exceed ten calendar days from Contractor's or distributor's receipt of order.

3.5.9 Contractor shall guarantee deliver of emergency orders within 48 hours from receipt of order. Emergency orders shall be transported by the most expedient manner available with the transportation cost borne by the Purchaser less normal shipping cost.

3.6 Failure to Meet Requirements of Specifications

3.6.1 Should any of the inspections, tests, or operation of the equipment under service conditions show that the system or equipment does not meet the requirements of the specifications, the Purchaser shall reject the equipment and direct the Contractor to immediately furnish such new equipment or parts thereof, as may be necessary to bring it up to the requirements of the specifications.

3.6.2 Material and equipment furnished shall be subject to approval by the Purchaser(s), including engineers selected to review the products with regard to design, operation, performance and requirements of this specification. The acceptance of equipment or parts thereof shall in no way relieve the vendor of responsibility for furnishing equipment that meets this specification in all detail.

3.7 Detailed Specifications of Equipment

3.7.1 Contractor shall submit a complete description of the operation of the quoted equipment when requested. The description shall include detailed specifications, photographs, panel layouts with labeled controls, model numbers, and, in general, show all phases of the quoted equipment. These specifications must be complete and cover in detail all requirements set forth herein. Any deviation from these specifications shall be fully explained. No quote shall be considered that does not fulfill these requirements.

3.7.2 Differences may exist in physical arrangements and mechanical construction of standard products of various manufacturers. However, the requirements as stated in this section describe a state-of-the-art microwave radio system concept as related to the operation, expansion, maintenance, and requirements. Equipment offered that does not meet these requirements must have a detailed statement of where deviations exist. A description describing exactly how the equipment differs and the reasons the equipment is equivalent to the requirements of the specification.

3.8 Maintenance and Test Equipment List

3.8.1 Contractor shall if provide when requested, a list of recommended spare parts and test equipment deemed necessary to maintain the equipment.

3.9 Material and Workmanship

3.9.1 Material and workmanship shall conform as specified to the latest standardizing bodies as the IEEE, EIA, NEMA, NEC, FCC, etc. Applicable EIA standards shall be fully met, including all panel and equipment mounting rails, except as required by special circumstances. All material shall be free from defects, corrosion, and scratches.

3.10 Test Procedures

3.10.1 Test procedures shall be conducted as outlined in the EIA standards and IEEE specifications.

3.11 Identification

3.11.1 Operational controls and adjustments, plug-in-cards, sockets, and terminal strips shall have suitable nameplates or stamps for the identification of function or purpose. All cables, plugs, and sockets shall be marked to provide correct mating.

3.12 Servicing

3.12.1 Units shall be readily available for routine servicing. If module or card extenders are required for servicing, then one of each required type shall be furnished.

3.13 Factory Testing

3.13.1 Each unit and assembly shall undergo extensive testing prior to shipment from the factory. These tests shall encompass all aspects and functions of the equipment from the component to the unit entirety. Each delivered unit shall be accompanied by a printed record of the dynamic functional test results for that particular unit.

3.13.2 Equipment purchased shall be system tested at the factory prior to shipment to insure proper operation, alignment, and compatibility.

3.13.3 Contractor shall allow the Purchaser to witness the factory testing. The Contractor shall notify the Purchaser a minimum of 30 days prior to factory testing to allow the Purchaser to make travel arrangements. The Purchaser has the right to decline. Equipment purchased under this contract shall have a minimum service life of 10 years from the date of delivery to the Purchaser. Contractor shall maintain replacement parts for this service period. Should parts or equipment purchased becomes nonfunctional within the 10-year service life period; the Contractor shall find approved replacement equipment or new equipment to the Purchaser for the same price as the original equipment.

3.14 Training

3.14.1 Contractor shall provide training to the Purchaser's personnel in the operation of all of the equipment supplied under this contract. The training shall be supplied at the Contractor's training facility and shall be provided at no cost based on the amount equipment purchased as follows:

3.14.1 (a) 1 to 2 hops of equipment Purchaser pays full cost of training class.

3.14.1 (b) 3 to 5 hops of equipment Contractor provides one seat of training at no cost.

3.14.1 (c) 5 to 7 hops of equipment Contractor provides two seats of training at no cost.

3.14.1 (d) 8 and above Contractor provides three seats of training at no cost plus one additional seat at no cost for every two hops above 11 hops.

3.14.2 In all cases, the Purchaser shall be responsible for travel, lodging, and per diem costs for the people they send to training.

3.14.3 Contractor shall provide technical training in the operation of all of the user equipment supplied. This training shall include:

3.14.3 (a) Training in the operation of the equipment and basic troubleshooting techniques. This may include basic board replacement repair where appropriate.

3.14.3 (b) The Contractor shall provide factory training in the repair and maintenance of the equipment as applicable. This training shall be at the technician level and shall detail the maintenance, operation, level setting, and repair of any electronic equipment being provided.

3.14.4 Contractor shall set forth the cost for optional additional hours of training and for any optional or additional factory or field classes available.

3.14.5 Contractor shall coordinate any training schedule with the Purchaser 45 days prior to starting any training. The Contractor shall provide a training compendium at that time for Purchaser approval.

3.15 System Options

3.15.1 Options listed below shall be provided if requested by the State. The prices for these options are to be quoted in single unit quantities. The Purchaser may order any of the following features without any requirement to order any other option. All optional equipment shall meet the requirements of this specification as applicable.

3.15.2 Frequency coordination services as required to comply with FCC rules and licensing instructions. This shall include services required by the FCC at the time the frequency coordination is requested. Provide the cost on a “per-hop” basis.

3.15.3 Field Engineering Work: Provide a quotation for optional field engineering services for the microwave paths. These services shall include but are not limited to:

3.15.3 (a) Path engineering, including coordinating with the frequency coordinator to determine the correct frequency band considering interference as well as the physical characteristics of the path.

3.15.3 (b) Physical inspection of the sites and verification of the microwave paths.

3.15.3 (c) Providing written documentation showing photographs of the sites, site drawings, and equipment installation locations.

3.15.3 (d) Provide the cost on a per-hour basis.

3.15.4 Installation Services: A quotation for optional field installation services for the microwave equipment, antennas, waveguide, and ancillary equipment. Provide this price on an hourly basis.

3.15.5 No DS1 Multiplex: A deduct option shall be provided to remove the DS1 multiplex for all microwave radio equipment with channel capacities of 28 DS1s and above.

3.15.6 Encryption: Provide a quotation for available encryption options for the microwave equipment.

3.16 Non-Frequency Specific Requirements

3.16.1 Equipment is required to comply with these requirements unless specified elsewhere. These specifications apply to three (3) classes of microwave systems: TDM (DS1s/DS3s), Hybrid (supporting both TDM and Packet on their native modes), and Packet only radios.

3.16.2 Component Ratings: Each and every component part of the equipment shall be operated within the manufacturer's continuous commercial-duty rating under any combination of operating conditions specified. Relays and switches shall be hermetically sealed and rated for a minimum of 2 million operations.

3.16.3 Overload Protection: Adequate fuses, circuit breakers, or other electronic devices shall be included to protect the equipment from internal and external faults. In the event these fusing devices are employed in circuits exhibiting false operation and yet protect the equipment from a sustained overload.

3.17 Printed Circuit Connections

3.17.1 Panel-end cable connections are necessary to extend and interconnect the circuits to other module panels, wire cables may be used, but they shall be made with stranded wire and of sufficient gage and secured so as to equal the quality and reliability achieved from the printed circuit inter-module connections within a panel. Solid-wire cables shall not be used where cables shall be flexed.

3.17.2 Electrostatic Protection: The Contractor shall provide electrostatic protection device, one per unit.

3.17.3 Electromagnetic Susceptibility and Spurious Radiation

3.17.4 As a minimum, the equipment shall meet or exceed the spurious radiated signal requirements of FCC Rules, Title 47, Part 15, Subpart J for Class B computing devices.

3.17.5 Microwave equipment supplied under this specification and contract shall be capable of operating normally when located in a rack adjacent to Part 90 LMR base stations, and not less than 3 meters from high-power TV and FM broadcast transmitters.

3.17.6 Equipment when all covers are installed shall operate normally if a portable radio transmitter operating at 5 watts or less in the 136 to 174 MHz band, 4 watts or less in the 450 to 470 MHz band, and 3 watts or less in the 746 to 806 / 806 to 869 MHz band, is keyed not less than 2 meters from the closest point on the equipment.

3.17.7 Should equipment fail to operate properly under the conditions described above in this section, the Contractor shall be responsible for making any repairs or modifications to the equipment supplied at the Contractor's expense. The Purchaser shall be responsible for making sure any non-Contractor-supplied equipment is operating within specification.

3.18 Mechanical Requirements

3.18.1 Indoor mounted equipment shall be supplied in EIA standard, 7-foot or 7 1/2-foot, 19-inch or 23-inch racks. These racks shall be equipped with standard 1-3/4" rack spacing and drilled and tapped for standard 12-24 NF screws. The rack shall be included in the equipment pricing.

3.18.2 RF units and other equipment designed to be mounted outdoors shall be capable of optionally installing the equipment indoors in a standard EIA equipment rack.

3.18.3 Equipment shall be supplied that shall allow for two complete RF and multiplex equipment assemblies to be mounted in the same rack space to allow for a complete hot-standby repeater or hot-standby terminal to be installed in a single rack space.

3.18.4 Outdoor mounted equipment shall be provided in weatherproof housing including a sun shield as an option available to reduce the amount of heating due to solar isolation.

3.18.5 Equipment shall not be susceptible to bit errors, false alarms, or other abnormal operation when subjected to shock and vibration normally anticipated to be received during normal maintenance actions such as pulling and removing circuit cards, replacing covers, or connecting test equipment either in the immediate rack or an adjacent rack.

3.18.6 Parts requiring service or maintenance must be accessible during normal operation. If covers, shields, or assemblies have to be removed for service, special tools other than a screwdriver and pliers shall not be required. The fasteners holding items that are removed during service must be a captive type, designed for frequent use. All chassis shall be designed to be physically and electrically detached conveniently from the rack for replacement or bench service. All inter-chassis and interrack cabling or wiring shall have connectors designed for rapid connection and disconnection. All cable connectors shall have cable clamps.

3.18.7 Wiring and cabling shall be supported such that the weight of the cable or pressure from bending is not transferred to the connector pins, wire-wrap point, or solder connection.

3.18.8 Any piece of equipment or contact area on the equipment that is capable of inflicting an electrical shock or causing mechanical damage to a person working on the equipment shall have protective covers and shall have appropriate warning labels.

3.18.9 No liquid cooling systems shall be allowed as part of this equipment.

3.19 Environmental

3.19.1 Indoor mounted equipment shall operate as specified under the following room ambient environmental conditions:

3.19.1 (a) Operating Temperature -10 degrees C to +50 degrees C

3.19.1 (b) Relative Humidity 5% to 95%, non-condensing at all operating temperatures

3.19.1 (c) Operating Altitude 4,000 meters

3.19.2 Outdoor mounted equipment shall operate as specified under the following outside ambient environmental conditions:

3.19.2 (a) Operating Temperature -30 degrees C to +55 degrees C

3.19.2 (b) Relative Humidity 5% to 95%, non-condensing at all operating temperatures

3.19.2 (c) Operating Altitude 4,000 meters

3.20 Multiplex Equipment

3.20.1 Terminal and repeater equipment shall be supplied with multiplex equipment to convert the signaling speeds and formats internal to the microwave equipment to industry standard interfaces. These interfaces may include DS0/DS1/DS3, OC3/SONET, Ethernet, and MPLS. Support of these interfaces may be by both internal and/or external hardware.

3.20.2 Multiplex equipment shall be provided for the maximum capacity of the radio equipment being provided.

3.20.3 Multiplex equipment shall mount in the same rack as the microwave radio equipment.

3.20.4 Multiplex equipment shall report equipment and transmission alarms and shall provide an interface into the microwave radio alarm system so a single alarm interface is presented to the technician or person using the alarm system.

3.20.5 Multiplexers shall be capable of performing looping back, as appropriate, on any DS-1, DS-3, or OC-3 signal levels.

3.20.6 T1 digital channel banks should be offered with standard audio and data interfaces. Options that enhance the users flexibility are encouraged.

3.21 Alarm and Control

3.21.1 Alarms shall be available for display and metering locally as well as from any other terminal or repeater connected in the system to the same alarm and control system.

3.21.2 System including multiplex shall provide alarm and control capabilities via Simple Network Management Protocol (SNMP). Any applicable private vendor MIB shall be provided to Purchaser upon request without cost to the Purchaser.

3.21.3 Microwave equipment shall be equipped with front panel system status or a small handheld unit with displays and controls. A computer interface port should be provided for access to more detailed information or advanced features. However, all historical alarm events shall be available to the operator through a laptop port.

3.22 DC Power Requirements

3.22.1 Equipment supplied under this contract shall operate as specified with either a positive or negative ground over a voltage range from 21 to 28 VDC and 42 to 56 VDC with a 200 mV (RMS) ripple.

3.22.2 Radio assembly shall contribute no more that 30 mV RMS ripple to the DC bus, assuming a 400 amp-hour (AH) battery with the system bus rating of 100 A.

3.22.3 Radio rack assembly shall be equipped with a DC distribution facility including power bus, ground bus, and fuse or circuit breaker panel. This DC distribution facility shall provide main DC power for all the equipment installed in the rack. The DC distribution facility shall be equipped with an alarm system to provide an alarm contact whenever a fuse or circuit breaker has opened.

3.22.4 Systems shall provide “fail-safe” operation when the input voltages are outside the required operating range above. This means the radios shall not be subjected to damage or random operation. When the voltage returns to the normal operating limits, the

equipment shall restore normal operation without operator or technician intervention or requiring power to be removed to "reset" the equipment.

3.22.5 Radio equipment configured two or more to a rack shall be individually fused. A power supply failure in one radio assembly shall not affect any other path or hop. This includes the repair or replacement of the failed unit.

3.23 Service Channel and Orderwire

3.23.1 Radio terminal or repeater assembly shall be equipped with a minimum of two service channels capable of the following:

3.23.1 (a) One two-wire audio channel with a 600 ohm input.

3.23.1 (b) A data channel that interfaces at the RS-232 level

3.23.2 Service channels shall not decrease the traffic capacity of the system.

3.23.3 Service channels shall automatically be switched when installed in a radio network using a protected configuration (e.g., loop protection, hot-standby).

3.24 Redundancy and Protection

3.24.1 Microwave equipment shall be designed for reliable operation through the use of redundant power supplies and other common equipment.

3.24.2 Alarm condition shall be generated any time any equipment, with the exception of diversity receive, is operating in a protection mode.

3.24.3 Switching times, including maximum manual switching time, for all equipment shall be stated. Maximum bit errors incurred and transmitter failure confirmation time shall also be included.

3.24.4 Equipment shall provide both manual and automatic error free switching, receive only (and does not apply to 18 and 23GHz).

3.24.5 Complete or partial failure of the protection control or switching shall not render the microwave link inoperable. Any failure of the protection control or switching equipment shall generate a major alarm.

3.24.6 Equipment shall be designed so that protection circuits and units not in service can be tested and repaired without affecting the online system operation.

3.24.7 Amplitude of the digital output signal shall not change more than 2 dB as a result of a transmitter protection switching action.

3.24.8 If both receivers in a hot-standby configuration indicated a received signal level of less than the threshold, the protection circuits shall cause a reverse channel signal to be transmitted to command the standby transmitter to switch on at the far end. This requirement only applies to 6GHz, and 11Ghz systems.

3.25 Space Diversity

3.25.1 Equipment supplied with space diversity receive capability shall provide errorless switching between the transition from one receiver to the other.

3.26 Adaptive Equalization

3.26.1 Adaptive equalization shall be included in all radio receivers. The dispersive fade margin shall be greater than or equal to:

3.26.1 (a) 60 dB for radios operating at DS-3 rates and below

3.26.1 (b) 46 dB for radios operating at 2 DS-3 rates and above

3.26.1 (c) 39 dB for radios operating at OC3-3 rates and above

3.26.1 (d) 50 dB for radios operating 18GHz

3.26.1 (e) 40 dB for radios operating 23GHz

3.26.2 If Co-Channel Cross-Polarization Interference Correction (XPIC) Equalization is offered, the Contractor should so indicate.

3.27 General Radio Digital Performance

This section describes the general performance requirements for bit error rates. Reframe time and frame-lost seconds (FLS). A frame-lost second (FLS) is defined as a 1 second interval during which an out-of-frame condition exists or when the BER is 1x10E-3 or less. No FLS seconds shall be recorded in any consecutive 7-day test period when there are no radio fading effects. The recovery time of the radio from out-of-frame and out-of-synchronization conditions to reframed and resynchronized conditions shall nominally be 0.25 second or less. No more than 5 percent of the recovery times shall exceed 0.5 second. The maximum recovery time shall be 2 seconds or less. The reframe time (search time plus time to establish frame alignment) shall not exceed 7 ms for the level 2 (DS-2 with additional overhead bits) to the DS-1 stage of multiplexing.

3.28 DS-1 Digital Performance and Interface

3.28.1 DS-1 low-speed interface shall be as per Bellcore TR-NWT-000499 and ANSI T1.102 as applicable.

3.28.2 Basic specification shall be as follows:

3.28.2 (a) Data Rate: 1.544M bps ± 32 ppm

3.28.2 (b) Line Impedance: 100 ohms, ± 5 percent, balanced

3.28.2 (c) Line Code: User-selectable bipolar AMI or B8ZS

3.28.2 (d) Jitter Accommodation: per TR-NWT-000499 and TR-NWT-00499

3.28.3 Residual bit error rate shall not be greater than 1 in 10-12.

3.28.4 Loss of synchronization of any DS-1 signal shall cause an Alarm Indication Signal (AIS) of all ones to be transmitted. This AIS signal shall be repeated throughout the system as applicable.

3.29 DS-3 Digital Performance ad Interface

3.29.1 DS-3 high-speed interfaces shall be per Bellcore TR-NWT-000499 and ANSI T1.102.

3.29.2 Basic interface specification is as follows:

3.29.2 (a) Data Rate: 44.736M bps, ± 20 ppm

3.29.2 (b) Line code: B3ZS

3.29.2 (c) Line Impedance: 75 ohms, unbalanced

3.29.2 (d) Jitter Accommodation: per TR-TSY-000499 and TR-NWT-00499.

3.30 OC-3 Digital Performance and Interface

3.30.1 OC-3 interface shall comply with ANSI T1.106/88, T1.105a/90, and T1.105/90 specifications.

3.31 General Transmitter Specifications

3.31.1 Frequency tolerance shall meet or exceed FCC Part 101.107. Frequency stability is expected to be ±0.0025 percent or greater over the full operating range of the equipment.

3.31.2 Failure of a redundant amplifier in hot-standby configurations shall not reduce the power output from the radio.

3.31.3 Replacement of a failed redundant (standby) amplifier shall not cause a system outage.

3.31.4 Transmitter shall be equipped with ability to monitor output power and frequency on an in-service basis.

3.32 Regulatory Compliance

3.32.1 Radio equipment supplied under this contract shall meet the requirement of the current Sub-Sections of Volume 47 of the Federal Code of Regulations.

3.33 Outdoor Mounted RF Unit

3.33.1 Outdoor mounted RF unit when supplied shall comply with the requirements of this section.

3.33.2 Operating temperature range shall be -30 degrees C to +55 degrees C.

3.33.3 Unit shall be weatherproof.

3.33.4 Outdoor RF unit shall connect to the indoor IF and control unit using a 50-ohm coaxial cable. The coaxial cable shall transport signals and DC power to the RF unit.

3.33.5 It shall be possible to install the remote unit with up to 1,000 feet of cable between it and the indoor control unit.

3.33.6 Outdoor unit shall have a rack-mounting option so the outdoor unit may be collocated with the indoor unit.

3.34 RF Performance Characteristics for Radio Equipment Operating in the 900 MHz Microwave Radio Band

3.35 For the Band of 928 to 960 MHz with bandwidths of 100 and 200 KHz

3.35.1 Contractor shall provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.36 Frequency Tolerance

3.36.1 Frequency tolerance shall meet or exceed FCC Part 101.107. Frequency stability is expected to be 2.5 ppm or greater over the full operating range of the equipment.

3.37 Feed Connection

3.37.1 Type “N” connectors are the expected feedline terminations.

3.38 RF Power Levels

3.38.1 Power levels shall be user adjustable up to a +29 dBm output.

3.39 Receiver Thresholds

3.39.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

3.39.1 (a)	Bandwidth	Received Signal Level (RSL) in dBm
3.39.1 (b)	100 KHz	-94 96
3.39.1 (c)	200 KHz	-90 91

3.39.2 Contractors may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.40 RF Performance Characteristics for Radio Equipment Operating in the 5.9-7.1 GHz Microwave Radio Band.

3.41 6 GHz Frequency Range and Bandwidth

3.41.1 Equipment supplied for this band shall comply with the following requirements, with payload capacities in compliance with FCC Part 101.141:

3.41.2 Desired capacities are from 8xDS1 to 3DS3/OC3 (and equivalent Ethernet data rates) and bandwidths from 3.75 to 30 MHz.

3.41.3 Contractor may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.42 Feedline Connection

3.42.1 Antenna connection shall be a CPR-137G. If an adapter is required to convert from the standard flange on the radio unit, it shall be supplied and included in the unit price.

3.42.2 System shall operate with an antenna system with a peak return loss of 18 dB or greater.

3.42.3 Feedline connection point shall be at the top of the radio, clear of any obstructions. In cases where the radios are mounted two or more to a rack, the feedline connection may exit perpendicular to the back of the radio. However, in those cases, the Contractor shall supply a rigid waveguide right-angle section to allow the connection to be made vertically.

3.42.4 Antenna coupling unit shall have an option to accommodate the interconnection of additional analog or digital microwave radios to a common waveguide antenna feeder system.

3.42.5 Systems with ODU mounted outdoors at the antenna port, there shall be options to connect to antenna directly or remotely.

3.43 RF Power Levels

3.43.1 Equipment shall have a minimum output High power level of +26dBm and Low Power level of less than or equal to +21dBm

3.43.2 Power levels shall be measured at the top of the waveguide flange and shall include all branching losses. Hot-standby configurations may have power levels reduced from the levels listed above to account for switching losses.

3.43.3 Automatic transmitter power control (ATPC) shall be available as an option. It shall be capable of being disabled in the field by operator programming.

3.44 Receiver Thresholds

3.44.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a nonprotected configuration. Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

3.44.1 (a)	8- DS-1/ 3.75 MHz	-77	77	83	83
3.44.1 (b)	16 - DS-1/ 5 MHz	-75	77	76	78
3.44.1 (c)	28 - DS-1/ 10 MHz	-74	77	74	77 78
3.44.1 (d)	84 - DS-1/ 30 MHz	-70	73	70	71 75

3.44.2 Received threshold levels shall be measured at the top of the flange and shall include all branching losses.

3.45 RF Performance Characteristics for Radio Equipment Operating in the 10-11 GHz Microwave Radio Band.

3.46 10-11 GHz Frequency Range and Bandwidth

3.46.1 Equipment supplied for this band shall comply with the following requirements, with payload capacities in compliance with FCC Part 101.141:

3.46.2 Desired capacities are from 8xDS1 to 3DS3/OC3 (and equivalent Ethernet data rates) and bandwidths from 3.75 to 30 MHz.

3.46.3 Contractor may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.47 Feedline Connection

3.47.1 Antenna connection shall be a CPR-90G. If an adapter is required to convert from the standard flange on the radio unit, it shall be supplied and included in the unit price.

3.47.2 System shall operate with an antenna system with a peak return loss of 23 dB or greater.

3.47.3 A single feedline connection point shall be provided for all radio configurations except space diversity. Space diversity configurations shall have two feedline connection points—one for one receiver and any transmitters and the other for the diversity receiver.

3.47.4 Feedline connection point shall be at the top of the radio, clear of any obstructions. In cases where the radios are mounted two or more to a rack, the feedline connection may

exit perpendicular to the back of the radio. However, in those cases, the Contractor shall supply a rigid waveguide right-angle section to allow the connection to be made vertically.

3.47.5 Antenna coupling unit shall have an option to accommodate the interconnection of additional analog or digital microwave radios to a common waveguide antenna feeder system.

3.48 RF Power Levels

3.48.1 Equipment shall have a minimum output High power level of +27dBm and Low Power level of less than or equal to +20dBm.

3.48.2 Automatic transmitter power control (ATPC) shall be available as an option. It shall be capable of being disabled in the field by operator programming.

3.49 Receiver Thresholds

3.49.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a nonprotected configuration. Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

	Capacity	Received Signal Level (RSL) in dBm				
3.49.1 (a)	8 - DS-1 / 3.75 MHz	-76	76			82
3.49.1 (b)	16 - DS-1 / 5 MHz	-75	76			76
3.49.1 (c)	28 - DS-1 / 10 MHz	-73	76	73	76	77
3.49.1 (d)	84 - DS-1 / 30 MHz	-68	72	69	71	73

3.49.2 Received threshold levels shall be measured at the top of the flange and shall include all branching losses.

3.50 RF Performance Characteristics for Radio Equipment Operating in the 18 GHz Microwave Radio Band

3.51 Frequency Range and Bandwidth

3.51.1 Equipment supplied for this band shall comply with the following requirements, with payload capacities in compliance with FCC Part 101.141:

3.51.2 Desired capacities are from 16xDS1 to 3DS3/OC3 (and equivalent Ethernet data rates) and bandwidths from 5 to 30 MHz.

3.51.3 Contractor may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.52 Feedline Connection

3.52.1 Antenna connection shall be a UG-595/U. If an adapter is required to convert from the standard flange on the radio unit, it shall be supplied and included in the unit price.

3.52.2 System shall operate with an antenna system with a peak return loss of 15 dB or greater.

3.52.3 A single feedline connection point shall be provided for all radio configurations except space diversity. Space diversity configurations shall have two feedline connection points—one for one receiver and any transmitters and the other for the diversity receiver. In lieu of this arrangement, two antennas and two RF units may be used with one RF unit operating at a time. If space diversity is not commonly deployed, nor useful at these frequencies, fully describe in your answer.

3.52.4 Feedline connection point shall be clear of any obstructions.

3.52.5 RF unit and antenna is to be mounted outdoors, then options shall be provided to integrate them.

3.53 RF Power Levels

3.53.1 Equipment shall have a minimum output power level of +16dBm for 16 QAM and 20dBm for QPSK. Bidders may provide additional power level options.

3.53.2 Power levels shall be measured at the top of the waveguide flange and shall include all branching losses. Hot-standby configurations may have power levels reduced from the levels listed above to account for switching losses.

3.54 Receiver Thresholds

3.54.1 **Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a non-protected configuration.**

3.54.2 **Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.**

Capacity		Received Signal Level (RSL) in dBm	
3.54.2 (a)	Power16 - DS-1 / 5 MHz		-77
3.54.2 (b)	28 - DS-1 / 10 MHz	-80	
3.54.2 (c)	84 - DS-1 / 30 MHz	-67	73

3.54.3 Received threshold levels shall be measured at the top of the flange and shall include all branching losses.

3.55 RF Performance Characteristics for Radio Equipment Operating in the 23 GHz Microwave Radio Band

3.56 Frequency Range and Bandwidth

3.56.1 Equipment supplied for this band shall comply with the following requirements, with payload capacities in compliance with FCC Part 101.141:

3.56.2 Desired capacities are from 16xDS1 to 3DS3/OC3 (and equivalent Ethernet data rates) and bandwidths from 5 to 50 MHz.

3.56.3 Contractor may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.57 Feedline Connection

3.57.1 Antenna connection shall be a UG-595/U. If an adapter is required to convert from the standard flange on the radio unit, it shall be supplied and included in the unit price.

3.57.2 System shall operate with an antenna system with a peak return loss of 15 dB or greater.

3.57.3 Single feedline connection point shall be provided for all radio configurations except space diversity. Space diversity configurations shall have two feedline connection points—one for one receiver and any transmitters and the other for the diversity receiver. (In lieu of this arrangement, two antennas and two RF units may be used with one RF unit operating at a time. If space diversity is not commonly deployed, nor useful at these frequencies, fully describe in your quote.)

3.57.4 Feedline connection point shall be clear of any obstructions.

3.57.5 RF unit and antenna is to be mounted outdoors, then options shall be provided to integrate them.

3.58 Receivers Thresholds

3.58.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a nonprotected configuration.

3.58.2 Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

Capacity	Received Signal Level (RSL) in dBm

3.58.2 (a)	16 - DS-1	-78
3.58.2 (b)	28 - DS-1	-78
3.58.2 (c)	84 - DS-1	-68 73

3.58.3 Received threshold levels shall be measured at the top of the flange and shall include all branching losses.

4.0 LMR Base Station Antennas, Microwave Antennas

4.1 Offer(s) and Product Qualifications

4.1.1 Offer(s) shall be the manufacturer or distributers of the products requested and specified;

4.1.2 This solicitation describes Base Station Antennas for use in public safety land mobile systems. Antennas should provide selection of operating frequency, bandwidth, gain, antenna style, and construction format. The public safety frequency bands specifically requested for this section include: VHF (150 to 160 MHz), UHF (450 to 474 MHz), 700 (758 to 806 MHz), and 800 (806 to 869MHz). Additional bands and broader bandwidths, than those listed, is desirable but not specifically required; and

4.1.3 Antennas need to be designed for durability and reliability. Designed for the heat, cold, ice and wind conditions. Arizona's record high temperature was 122 degrees and had a record low of -40 degrees. Mountain top wind speeds can be in access of 100 MPH. While not typical, wind speeds in access of 140 MPH have been reported. VSWR shall be 1.5:1 or better at the rated frequency/bandwidth, nominal impendence of 50 ohms. Low PIM performance may be a consideration for some agencies.

4.2 Type(s) of LMR Antennas

4.2.1 The following antennas shall operate in the bands listed above.

4.2.1 (a) Fiberglass collinear antennas;

4.2.1 (b) Exposed dipole antennas - User adjustable patterns shall be a consideration for some users;

4.2.1 (c) Directional antennas; yagi, log periodic, and corner reflector antennas;

4.2.1 (d) Flat panel antennas; and

4.2.1 (e) Ground plane, discone, and other unity gain antennas.

4.3 Microwave Antennas (Dishes)

4.3.1 Microwave Antenna (Dishes) shall be the latest state of the art Microwave Antennas and Associated Equipment of use in specified frequency bands to meet the needs of the Eligible Agencies.

4.3.2 All equipment selected as suitable for purchase shall be given classification within the frequency band groups as follows:

Frequency Band

4.3.2 (a) 5.925-7.125 GHz

4.3.2 (b) 10.70-11.70 GHz

4.3.2 (c) 17.70-19.70 GHz

4.3.2 (d) 21.8-23.60 GHz

4.3.3 Federal Communications Commission (FCC) Rules and Regulations and amendments; E.I.A. Standards and amendments, RS222. (Latest Version)

4.3.4 All material and workmanship shall be of the type and grade most suitable for the application. All material shall be new and free from defects.

4.3.5 Unless specifically excepted by the terms of these specifications, any part or accessories ordinarily furnished or required to make the equipment, herein specified, a complete operating unit shall be furnished by the Vendor.

4.3.6 The contractor shall make available equipment documentation to The State's as specified herein. This documentation shall accompany the equipment at the time of delivery. Documentation costs for State's specified manuals shall be included as separate bid items. A copy of radiation patterns shall be provided at no cost if requested.

4.4 Service, Installation and Operations Manuals

4.4.1 Installation and or operation manuals shall be furnished with each order; each manual shall contain the following:

4.4.1 (a) Detailed drawings or clear photographs showing location of parts and hardware associated with antenna or connector assembly or mounting.

4.4.1 (b) Complete diagrams including information outlining method of operation, supply voltages, currents, and power requirements for each model of dehydrators.

4.5 Equipment Service Life

4.5.1 All equipment covered by these specifications and any resultant contracts shall have a minimum service life of ten (10) years from date of delivery to the State. The contractor shall guarantee replacement parts stocking for this service life period.

4.5.2 Each shall guarantee repair or replacement of any equipment or part thereof that fails in operation during normal and proper use within two (2) years from the date of State's receipt due to defects in design, material or workmanship, consummation of final acceptance and payment notwithstanding. These replacements shall be provided with no charge to the State.

4.5.3 Any equipment or part replaced under the provisions of this warranty becomes the property of the. If the vendor desires the defective equipment or part returned, The contractor shall pay all transportation charges and make all arrangements for the return. If the does not specifically request return of such replaced parts within thirty (30) days from the date of replacement, the equipment for parts become property of the State.

4.5.4 Replacement parts shall be regularly stocked by the manufacturer and/or authorized distributor. Delay in State's receipt of replacement parts shall not exceed thirty (30) consecutive days from manufacturer or distributor's receipt of order.

4.5.5 Emergency orders shall be transported by the most expedient manner available as agreed upon with the transportation cost born by the State less normal shipping cost.

4.6 General Equipment Characteristics

4.6.1 **Environmental** - All antennas shall survive wind velocities of one hundred (100) miles per hour with one (1) inch of radial ice and no more than 0.1 degree of deflection in seventy (70) mile per hour wind.

4.6.2 **Environmental** - All antennas shall remain operational within the temperature range of (-40 to 135 degree F)

4.6.3 **Environmental** - All antennas and associated hardware shall be non-corrosive, non-rust material. This can be accomplished by supplying Hot Dipped Galvanized or Stainless Steel hardware. Plated steel shall not be accepted. Aluminum antennas shall be painted with corrosion resistant paint.

4.6.4 **Environmental** - Field assembly of all antennas shall only be between antenna parabola, feed, antenna mount and fixed and/or slide assemblies. Antenna mount assembly is permitted.

4.6.5 **Environmental** - Parabolic solid antennas shall be equipped to include mounting hardware for a 4.5" vertical O.D. mounting pipe. Parabolic grid antennas shall be equipped to include mounting hardware for either a 1.9" – 3.5" or a 4.5" vertical O.D.(Outside Diameter) mounting pipe.

4.6.6 **Environmental** - Parabolic solid antennas shall have a reflector surface tolerance designed so that antenna feeds could be interchanged between 6GHz and 11 GHz without loss to antenna gain. Antenna feeds should also be interchangeable in the 18GHz and 23GHz dishes.

4.6.7 **Operational** - Material and workmanship shall be of the type and grade most suitable for the application and shall conform as a minimum unless otherwise specified to the latest applicable standards, specifications, recommended practices and procedures of such standardizing bodies as the I.E.E.E(Institute of Electrical and Electronics Engineers), N.E.M.A.(National Electrical Manufacturers Association), F.C.C.(Federal Communications Commission).

4.7 Microwave Antennas

4.7.1 The specifications listed herein are minimum requirements. These dish examples are for evaluation of the offered product lines. Frequencies listed represent the basic band of operation, which may consist of operational sub-bands. *A range variance of up to a maximum of -1 DB has been identified as acceptable. # VSWR is for standard bandwidths, a wide-bandwidth dish in the same product time with lesser VSWR performance is expected and acceptable.

Standard Performance, 5.925-7.125 GHz Band, Single Polarization , CPR 137G Input Flange

Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
6	38.4	38.7	39.1	A	1.9	30	55	1.3
8	40.1	41.2	40.3	A	1.5	30	55	1.3
10	42.8	43.2	43.5	A	1.2	30	61	1.3

High Performance, 5.925-7.125 GHz Band, Single Polarization, CPR137G Input

Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
6	38.4	39.	39.3	A	1.9	30	62	1.08
8	41.2	41.6	42	A	1.5	30	66	1.08
10	43	43.4	43.7	A	1.2	30	69	1.08

Ultra High Performance, 5.925-7.125 GHz, Super High Cross Polarization, CPR137G Input

Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
6	38.3	38.7	39	A	1.9	40	69	1.08
8	40.9	41.3	41.7	A	1.5	40	71	1.08
10	43	43.2	43.5	A	1.2	40	74	1.08

Standard Performance, 10.5-11.7 GHz, Single Polarization , CPR 90G Input Flange								
Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
4	40.1	40.5	40.9	A	1.7	30	46	1.08
6	43.2	43.3	43.4	A	1.2	30	60	1.08
8	45.8	46.0	46.2	A	0.9	30	62	1.08

High Performance, 10.5-11.7 GHz Single Polarization, CPR90G – PBR 100 Input								
Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
4	39.7	39.8	39.9	A	1.7	30	61	1.08
6	43.5	43.6	43.7	A	1.1	30	68	1.08
8	45.7	45.9	46	A	0.8	30	68	1.08

Ultra High Performance, 10.5-11.7 GHz, Super High Cross Polarization, CPR90G – PBR 100 Input								
Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
4	39.7	39.8	39.9	A	1.7	40	64	1.10
6	43.2	43.3	43.4	A	1.1	40	72	1.08
8	45.6	45.8	45.9	A	0.8	40	75	1.08

Ultra High Performance, 17.7-19.7 GHz, Super High Cross Polarization, UG595/U – PBR220 Input								
Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
2	38	38.4	38.8	A	1.9	36	64	1.2
4	44	44.4	44.8	A	1.0	36	67	1.2
6	47.5	48	48.4	A	0.7	36	72	1.2

Parabolic Antenna, 21.2-23.6 GHz, Single Polarization, UG-595/U – PBR220 Input Flange								
Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
2	39.7	40.2	40.7	A	1.7	30	65	1.4
3	43.1	43.6	44.1	A	1.1	30	71	1.4
4	49.0	46	46.6	A	.8	30	72	1.4

4.8 Radomes

4.8.1 High Performance Antennas shall have flexible planar Radomes supplied with antenna.

4.8.2 All Standard Antennas shall have molded fiberglass Radomes, parabolic or conical in shape available.

4.9 Dehydrators

4.9.1 Dry air pressurization equipment for waveguide transmission lines. Low-pressure systems to pressurize waveguides with dry air. Systems should provide alarm monitoring of a low presure condition and excessive run time. Systems shall be rack or wall mounted. Power options shall be AC or DC power. Accessories shall include Distribution Manifolds and tubing.

1.	½", 7/8", 1-¼"	Diameter Foam Dielectric Coaxial Cable
2.	7/8"	Diameter Air Dielectric Coaxial Cable
3.	1 5/8"	Diameter Foam Dielectric Coaxial Cable
4.	½"	Diameter Super Flexible Foam Dielectric Coaxial Cable

4.10 Transmission Lines

4.10.1 Transmission line or COAXIAL cable shall be available according to the sizes listed below:

4.10.2 Elliptical, Flex and Rigid waveguide components shall be supplied according to the sizes and/or frequency bands listed below:

1.	Waveguide for	5.925 – 7.125 GHz
2.	Waveguide for	10.50 – 11.70 GHz
3.	Waveguide for	17.70 – 19.70 GHz
4.	Waveguide for	21.20 – 23.60 GHz

4.11 Connectors

4.11.1 **LMR Connectors**

	½" Connector	7/8" Connector	1-¼' Connector	1-5/8 connector	½" Super Flexible Connector
1.	"N" Male	"N" Male	"N" Male	"N" Male	"N" Male
2.	"N" Female	"N" Female	"N" Female	"N" Female	"N" Female
3.	UHF Male	UHF Male			UHF Male
4.	UHF Female	UHF Female			UHF Female
5.	7-16 DIN Male	7-16 DIN Male	7-16 DIN Male	7-16 DIN Male	7-16 DIN Male & Right Angle
6.	7-16 DIN Female	7-16 DIN Female	7-16 DIN Female	7-16 DIN Female	7-16 DIN Female
7.	7/8" EIA	7/8" EIA			

4.12 Waveguide Connectors

1.	EW63-E65, Tunable, Fixed Tuned, CPR and CPR 137G
2.	EW90-E105, Tunable, Fixed Tuned, CPR and, CPR 90G, PBR100
3.	EW180-E185, Fixed Tuned, UG595/U, PDR180
4.	EW220-E220, Fixed Tuned, UG595/U, PBR220

5.0 Radio Dispatch Consoles

5.1 General

5.1.1 This specification contains sections that describe various types of radio dispatch consoles to be utilized in State and Municipal public safety radio communications systems. These sections include (1) Single/dual channel desk top remote control handset controllers; (2) 8-12 channel desk-top dispatch consoles; (3) 96 channel, high capability radio dispatch consoles; (4) 450 channel remote electronics high-capability expandable radio dispatch consoles. Analog, TDM and RoIP/VoIP based options to be separately priced. It is not necessary for a vendor to bid all sections.

5.1.2 It is the intent of these specifications to ensure the purchase of highly reliable radio dispatch control console equipment. These specifications are minimum standards and are intended to ensure reliable, high quality, readily available and repairable equipment. These specifications may not list all necessary equipment beyond that needed to complete the electronic package and it shall be the responsibility of the contractor to verify completeness of the material list and the suitability of the devices to meet the total requirements of these specifications. Subsequent to award, any additional equipment, charges, or services required to meet the specifications, even if not specifically enumerated herein, shall be provided by the vendor without claim for additional payment or compensation.

5.1.3 The Type 2, 3, & 4 Flat Panel Display (FPD) communications control console electronic design criteria shall be based on the need for maximum reliability, flexibility, and ease of operation and service. To meet these criteria, the electronic equipment should be of the latest design. The design shall reflect state-of-the-art concepts in communications command and control console design.

5.1.4 The FPD based communications control consoles shall provide monitoring and control facilities for remotely located two-way radio base stations. The consoles shall also provide certain ancillary functions such as repeater enable and disable of each channel, simultaneous transmit, alert tone transmit, instant patching, and multiple frequency base station control. It is desired that all console functions be accomplished using a Touch-Screen and Trackball/Mouse combination. Other methods of console control will be evaluated and compared against this style of system control.

5.1.5 The ability of the vendor's FPD communications control consoles to remotely operate separately from the common control equipment over telephone lines, LAN, or digital and analog microwave channels is a requirement. Equipment that does not meet this requirement will not be evaluated.

5.1.6 The Type 3 & 4 common electronics shall be designed to remain fully operational during the loss of AC power for a minimum of one hour via either an internal or external

uninterruptible power supply (UPS). Each dispatch position shall have an available UPS option which will allow full operation during the loss of AC power for a minimum of thirty minutes.

5.1.7 The unique requirements of the console electronic packages may not readily lend themselves to standard contractor product lines. However, contractors shall propose equipment meeting the technical and operational requirements and make maximum use of the standard product line equipment.

5.1.8 Make and model numbers given in this specification are for reference only, and do not imply that they are the only acceptable equipment.

5.2 Electrical Requirements

5.2.1 Each console bid shall be equipped with sufficient power supply capabilities, common electronic modules, cabling, etc to accommodate the channel requirements. All consoles shall be capable of operating from a 120 VAC source. Backup power should ideally be from a DC source of 12 to 48 VDC, with all necessary power regulation built into console electronics.

5.3 Technical Specifications - Each console offered should meet the following technical specifications, as a minimum:

5.3.1 Individual channel 2W, 4W, Tone/DC/E&M selection

5.3.2 Line Impedance: 600 or >5K ohm (4-wire) or, 600 ohm Tx (2-wire)

5.3.3 Operating Temperature: 0 to +50 degrees C

5.3.4 Audio Response: +/- 3 dB from 300 to 3000 Hz

5.3.5 Tx & Rx Hum and Noise: -50 dB below rated output

5.3.6 Distortion: Tx & Rx - Less than 3% THD

5.3.7 Compression: Variable compression knee

5.3.8 Receive Audio: -25 to +10 dBm; 600 ohm or 5K ohm; w/ less than -60 dB crosstalk

5.3.9 Transmit Audio: -20 to +10 dBm; 600 ohm; w/ 70 dB line balance

5.3.10 Tone Control: A minimum of (7) industry standard function tones with 2175 Hz Hi/Lo Guard Tone; including 1250/1350/1450/1550, 1850 and 1950 Hz function tones (Repeater control, Aux Function control, CTCSS Monitor, F1/F2 Transmit)

5.3.11 DC Control Functions: Transmit - F1 +5.5 ma.; F2 +12.5 ma.; Monitor +2.5 ma.

5.3.12 Unit ID Functions: (Optional) Motorola MDC1200 system decode/display

5.3.13 Speaker Output: 500 mw minimum, 3% distortion, into a 4 ohm or 8 ohm load

5.4 DESK-TOP REMOTE CONTROL CONSOLES (TYPE I price category)

5.4.1 **General -** The following specification describes various switch-based, desk-top radio controllers, including fully self-contained Tone, DC & RoIP based single-channel and dual-channel telephone-type handset controllers (optionally expandable) known as Type 1; and 8-channel (expandable to at least 12 channel), self-contained desk-top consoles, known as Type 2. The multichannel desk-top units also allow for local remoting of the control electronics to a small desk or wall mounted electronic box up to 100' away from the dispatch control unit. Optional IP control for both type units may also be proposed.

5.4.2 Tone & DC Single/Dual-channel Handset Type Controllers (Type 1) - This specification is for a solid-state, 120 VAC powered, desk-top, handset type, Tone or DC controller for a single channel station. A selectable two-channel, expandable, model may also be offered as an option, which may also be optionally expandable to more channels. Models which have been determined to meet the general intent of this specification include the IDA 24-10, 24-15, 24-20, 24-66, and 24-30; The Telex-Vega IP-2002, and C-2000 and C-2000SF

units. (These models are only given as examples, and alternate models meeting the specifications may be proposed).

5.4.3 Technical Specifications

5.4.3 (a) On-hook monitor disable

5.4.3 (b) Weight: Less than 5 pounds (Desk-top unit)

5.4.3 (c) Size (Remote Box): Less than 12"X12"X6", including battery back-up

5.4.3 (d) Programmability: Fully field adjustable/programmable without a computer

5.4.3 (e) Transmit indicator light

5.4.3 (f) The units shall allow for on-hook receiver operation through a loudspeaker, and off-hook operation through the handset.

5.4.3 (g) An RoIP based remote, single-line handset controller, that does not require a separate computer for operation, is also acceptable. These handsets shall be fully compatible for direct connection to a 10/100 baseT internal Ethernet network connection, and shall allow for parallel operation of any number of controllers.

5.4.3 (h) Optional two-line controllers do not require the ability to independently select either 2W/4W operation by channel, Tone or DC control by channel, or simultaneous receiver monitoring of both channels. These may all be fixed (hard-wired) functions.

5.5 (8)-Channel Desk-Top Tone/DC Consoles (Required to be Expandable to 12 Channels) (Type II price category)

5.5.1 This section defines the minimum requirements for a desk-top radio control console with a minimum 6 individual channel (line) capability, with optional expansion to at least 12 channels on a channel-by-channel basis. Each console channel shall be capable of controlling either a 4-wire channel or 2 wire channel on an individual basis, and shall be individually programmable for either Tone, DC (current), or E&M radio control. Local remote control of a radio is not required. Optionally, the manufacturer may offer an RoIP based console which can control a remote radio through an IP data circuit, but must still provide two-way analog audio capability on all channels.

5.5.2 Parallel operation of up to 4 separate units shall be available with supervisory override control.

5.5.3 The dispatch operator position shall be a single unit, except for the microphone and footswitch, or an outboard third-party provided paging encoder. No external attachments, including power supplies, loudspeakers, touch-tone pads, line splitter boxes to increase channel count, etc. will be acceptable.

5.5.4 It is required that the vendor offer switch-based control functions for their console. However, optional computer-based, Flat Panel Display (FPD) consoles offering mouse-controlled on-screen function switches will be evaluated if offered. Models of equipment which have been determined to meet the intent of this section of the specification include the Gai-tronics ICP9000 Series, and the Telex-Vega C1616/C6200, IP-1616, C-Soft series, for various channel configurations.

5.5.5 Operational Features Require, each dispatch console operator position offered must include the following:

5.5.5 (a) Individual audio speakers and volume controls for select and unselected channels

5.5.5 (b) Individual channel 2W, 4W, Tone/DC/E&M selection, with 4-frequency Tone control

5.5.5 (c) Desk-mic with PTT bar and mute switch

5.5.5 (d) Dual-plug type headset interface jacks

5.5.5 (e) Combined select/unselect/transmit audio combined output jack for recording

5.5.5 (f) Jack for external PTT footswitch

5.5.5 (g) (2)-channel cross-patch capability

5.5.5 (h) Multi-channel transmit select

5.5.5 (i) DTMF encoder

5.5.5 (j) Internal or external pager capability

5.5.5 (k) Controls/Indicators

5.5.6 Each dispatch console operator position offered must include the following:

5.5.6 (a) Console transmit indicator

5.5.6 (b) Console channel busy (receiving) green indicator

5.5.6 (c) Individual channel instant-transmit light

5.5.6 (d) Channel labels (fixed or electronic)

5.5.6 (e) Transmit audio level meter (Vu meter)

5.5.6 (f) Channel select indicator

5.5.6 (g) Console Technical Specifications

5.5.7 Each console offered should also meet the following technical specifications, as a minimum:

5.5.7 (a) Alert Tones: Optional continuous, hi/lo, warble; -30 to 0 dBm, independently adjustable

5.5.7 (b) Speaker Output: 500 mw minimum, 3% distortion, into a 4 ohm or 8 ohm load

5.6 Full Featured – Remote Electronics Consoles (Type III Price Category)

5.6.1 General - It is the intent of this specification to ensure the purchase of highly reliable communications control consoles. This includes a spectrum of console systems ranging from single 96 (minimum) channel remote units (Type III), to advanced Flat Panel Display (FPD) based, high 450 (minimum) channel, 20 operator position systems (Type IV). These specifications are minimum standards and are intended to ensure reliable, high quality, readily available and repairable equipment. These specifications may not list all necessary equipment beyond that needed to complete the electronic package and it shall be the responsibility of the contractor to verify the completeness of the material list and the suitability of the devices to meet the total requirements of these specifications. Subsequent to proposal award, any additional equipment, charges, or services required to meet the specifications, even if not specifically enumerated herein, shall be provided by the vendor without claim for additional payment or compensation.

5.6.2 The communications control console electronic design criteria shall be based on the need for maximum reliability, flexibility, ease of operation and service. The design shall reflect state-of-the-art concepts in communications command and control console design.

5.6.3 The communications control console shall provide monitoring and control facilities for remotely located two-way radio base stations. The console shall also provide certain ancillary functions such as repeater enable and disable of each channel, simultaneous transmit, alert tone transmit, instant transmit, supervisory override, cross channel patching with up to three separate but simultaneous patches possible, phone patching, and multiple frequency base station control. It is desired that all FPD-Type console functions be

accomplished using a Touch Screen and Trackball/Mouse combination. Other methods of console control will be evaluated and compared against this style of system control.

5.6.4 The ability of the vendor's FPD communications control consoles in Category III and IV to remotely operate separately from the common electronic control equipment over telephone lines, microwave channels or fiber optic lines is a requirement. Equipment that does not meet this requirement will not be evaluated.

5.6.5 Each Type III and IV console shall have both receive voter (like JPS SNVs) and auxiliary interfaces. Both RoIP and P25 interfaces are a requirement for both classes. In addition, at least one of the following trunking protocols MUST be supported as an option: Project 25, Astro P25, Open Sky, Smartnet/Smartzone. In addition, each console should be compatible with either a T1 or a WAN/LAN interface.

5.6.6 The common electronics and FPD operator positions shall be designed to remain fully operational during the loss of AC power for a minimum of one-half hour via either an internal or external uninterruptible power supply (UPS) or a battery backup system. Each FPD dispatch position shall have an available UPS option which will allow full operation during the loss of AC power for a minimum of one hour.

5.6.7 The unique requirements of the console electronic packages may not readily lend themselves to standard contractor product lines. However, contractors shall propose equipment meeting the technical and operational requirements that make maximum use of the standard product line equipment.

5.6.8 The specifications do not include any proprietary items, components, circuits, or devices which would preclude any communications equipment manufacturer from producing equipment to meet these specifications. All technical tolerances, ratings, power outputs, or any technically specified criteria contained within these specifications are considered to be within the current state of the electronic art and are currently being met by commercially available equipment.

5.7 Electrical Specifications

5.7.1 Both Type III and IV consoles shall operate from a primary power source of 120/240 VAC, with battery powered UPS backup required. AC current consumption on the primary side of the line for the central electronics shall not exceed 5 watts/channel for a 50 channels system. Each operator position electronics shall not consume more than 250 watts, including the FPD.

5.8 Full-Feature Console – Type III

5.8.1 The Type III communications control console shall provide the facilities for the operation and control of remotely located two-way radio base stations and other specialized equipment. The console shall be equipped with sufficient power supply capabilities, common electronic modules, cabling, etc. to accommodate these channel requirements. Each console electronic package shall be equipped with common control equipment to provide the capability to operate and control any one, any selected group, or all channels simultaneously. Each console electronic package shall comply with all FCC Rules and Regulations, where applicable.

5.8.2 The console shall be expandable to a minimum of 96 radio control channels and 6 operators' positions. There shall be receive voter (like JPS SNV-12s) and auxiliary control interfaces. In addition to the 96 radio channels, the console electronics shall be able to support 6 operator positions, and up to ten receiver voter groups with up to 24 base stations per voter group. The ability of a manufacturer's equipment to accommodate this future requirement will be a major consideration in the proposal evaluation. In addition to controlling conventional non-trunked channels, at least one of the following protocols must be supported as an option: RoIP, Project-25, Trunking (EDACS, Smartnet, Smartzone,

OpenSky). T1, or Lan/Wan interfaces may be optionally added. The console shall have extended remote capability to allow an operator position to be remoted from the central electronics bank by way of commercial telephone lines, Ethernet, fiber optic, or microwave.

5.9 Large Full-Feature Console – Classification (Type IV Price Category)

5.9.1 General Specifications same as Type III above. The console shall be expandable to a minimum of 450 radio control channels and 20 operators positions. There shall be receiver voter (like JPS SNV-12s) and auxiliary interfaces. In addition to controlling conventional non-trunked channels, at least one of the following protocols must be supported as an option: RoIP, Project-25, Trunking (EDACS, Smartnet, Smartzone, OpenSky). Additionally, optional T1, or Lan/Wan interfaces may be added. The console shall have extended remote capability to allow an operator position to be remote from the central electronics bank by way of commercial telephone lines, fiber optic, or microwave. In addition to the 450 radio channels and/or trunked talk groups, the console electronics shall be able to support twenty operator positions and up to twenty receiver voter groups with an average of six base stations per voter group. The ability of a manufacturer's equipment to accommodate this future requirement will be a major consideration in the proposal evaluation.

5.10 Control Functions & Status Indicators

5.10.1 Both Class III and Class IV configurations shall meet all of the following specifications, and have two dual-jack inputs and have select and unselect speakers for audio output. In addition, there shall be a selected audio output jack and a summed unselect audio port available.

5.11 Radio Channel Control Functions

5.11.1 The radio control channels shall have the functions listed below:

5.11.1 (a) Channel Select - Shall engage the selected channel in the transmit/receive, fully operational, ready condition. The channel select function should be capable of selecting of more than one channel up to all channels simultaneously.

5.11.1 (b) Repeater Enable and Disable - consoles shall enable and disable the repeat function of a tone controlled base station.

5.11.1 (c) Squelch Disable - Shall disable receiver continuous tone coded squelch operation of a tone controlled base station.

5.11.1 (d) Instant Transmit - Shall allow transmitting on a channel without placing the channel in a selected mode first. This function shall not override supervisory control.

5.11.1 (e) Channel Crosspatch - Shall allow audio received on one radio channel or phone line to be automatically repeated on one or more of the other channels. Class III and IV consoles shall be capable of supporting at least three simultaneous but separate crosspatches. (Desktop consoles should be capable of doing at least one crosspatch.) This function shall be independent of other console activities.

5.11.1 (f) Two Frequency Control - Shall allow frequency selection of a two-frequency tone controlled base station.

5.11.1 (g) Supervisory Control B Class III and IV consoles shall provide the capability for one operator position (the supervisor's position) to take over a channel from all other operator positions. All parallel operator positions on the same channel shall receive an indication that supervisory control has been initiated.

5.11.1 (h) Supervisory Monitor B Class III and IV consoles shall allow the transmit and receive audio from one console operator position to be monitored on another console position.

5.11.1 (i) Channel Mute - shall completely mute the channel receive audio.

5.11.1 (j) Auxiliary Enable and Disable B consoles shall enable and disable an auxiliary function of a tone controlled base station.

5.12 Status Indicator

5.12.1 All switching functions shall have an associated indicator to clearly display function and channel status, i.e. on-off, activated-not activated, in use-not in use. The FPD system shall display complete status for a minimum of eight channels and limited status for the optional eight additional channels at each operator position. This limited status information shall include the following: channel selected, instant transmit activated, channel cross patch activated, channel muted, channel receiving a call, and channel busy.

5.12.2 To simplify the operation of the console, it shall be possible to physically group channels on the console in any order to facilitate operations.

5.12.3 Status Indicators shall illuminate with the following functions:

5.12.3 (a) Channel Selected

5.12.3 (b) Repeater Enabled

5.12.3 (c) Squelch Disabled

5.12.3 (d) Instant Transmit activated

5.12.3 (e) Channel Crosspatch activated

5.12.3 (f) Frequency One selected

5.12.3 (g) Frequency Two selected

5.12.3 (h) Channel Muted

5.12.3 (i) Channel receiving a call - this shall be a flashing type indicator

5.12.3 (j) Channel busy - parallel wired console transmitting

5.13 Console Position-wide Functions

5.13.1 In addition to the individual channel functions and indicators specified under paragraph 5.5, the communications control console shall also provide the following functions. These functions are common to all radio channels.

5.13.1 (a) Simultaneous Selection - Shall enable the selection of any combination of channels for simultaneous operation. The capability shall also be provided to automatically unselect all channels by depressing a single button.

5.13.1 (b) Transmit - Shall activate the transmit condition and route dispatcher audio to all selected channels. This transmit switch shall be electrically paralleled to the console footswitch.

5.13.1 (c) Master Mute - Shall mute all receive audio except the selected channels to a preset level.

5.13.1 (d) Automatic Selection - Shall automatically select a group of channels by action of a single switch. All automatically selected channels shall be unselected by action of a single switch. The particular group of channels to be selected shall include any combination up to all of the console channels.

5.13.1 (e) Intercom - consoles shall allow communication on the selected channels without keying the base station transmitter. This function shall allow communications between dispatchers or between dispatchers and remotely located technicians.

5.13.1 (f) Alert Tones - consoles shall activate one of three different alert tones that shall be transmitted on the selected channel, the simultaneously selected channels, or the automatically selected channels. The alert tones shall be continuous, hilo, or warbled between two different audio frequencies.

5.13.1 (g) Priority Tone – consoles shall activate an intermittent tone on individually selected channels to indicate priority traffic on that channel. The tone will not cover voice traffic.

5.13.1 (h) Radio/Telephone Audio - consoles shall allow the dispatcher's headset to be used for both telephone and radio communications. The telephone audio shall be transferred to the headset by action of a single switch. The party on the opposite end of the phone line shall not hear the dispatcher's radio transmissions (any console PTT shall mute the dispatcher's voice from the telephone line). Transfer of telephone audio to the headset shall switch the selected channel audio back out to the selected audio speaker. During the time that the headset telephone operation mode is activated, the console operator shall retain the ability to instantaneously transmit on the selected channel by use of the footswitch or master control panel transmit switch with no degradation to the transmit functions, transmit audio quality and/or signal strength. The dispatcher shall also retain the ability to instantaneously transmit on the unselected channels as well.

5.14 Status Indicators

5.14.1 All switching functions and the following status indication capabilities shall have an associated indicator on the FPD to clearly display function and status, i.e. on-off, activated-not activated, in use-not in use.

5.14.2 The status indicators shall illuminate with the following functions:

5.14.2 (a) Simultaneous Selection in use.

5.14.2 (b) Transmit function activated.

5.14.2 (c) Master Mute activated.

5.14.2 (d) Automatic Selection in use.

5.14.2 (e) Intercom in use.

5.14.2 (f) Alert Tone being transmitted.

5.15 Ancillary Equipment

5.15.1 The communications control console shall include the following ancillary equipment: speakers for selected audio and unselected audio, paging encoder, and displayed on the console's FPD, a VU meter, and clock system.

5.15.2 Speakers - The capability of monitoring selected and unselected audio shall be provided via two separate console speakers. Each speaker shall be provided with a separate volume control to allow for individual adjustment. The volume controls shall provide sufficient attenuation to decrease the associated speaker audio to an inaudible level. These two volume controls, along with the headset volume controls, are the only ones required. Separate volume controls for each of the radio channels are not required. The dispatcher shall still have the capability to completely mute individual channels if desired. The selected and unselected audio speakers shall be separated a minimum of 12 inches center to center. The dispatcher shall also have the capability to turn off either or both speakers without turning down the volume controls.

5.15.3 VU Meter - A VU meter, located on the FPD console's display in such a way as to give optimum visibility to the operator, shall be provided. The meter shall indicate the transmit audio level and selected receive audio level.

5.15.4 Digital Clock - The console shall include a 24-hour digital clock display in the FPD console's display. The clock display shall give optimum visibility to the operator. The clock display shall be an integral part of the console system. The clock shall be a master/slave system capable of being set from the master, which is to be calibrated by an external time base via RS232 protocol or USB interface.

5.15.5 DTMF Paging Encoder - The console(s) shall incorporate DTMF capability. These must be an integral part of the console electronics installed in the console furniture and wired into the console electronics. Single button paging functions shall be available which send preselected DTMF strings of at least 3 numbers to either a predetermined radio channel or on the selected channel(s).

5.15.6 Receivers - The radio control channels will not only be routed to the console as separate channels but may also be routed to a separate system of up to ten receiver voter groups. The console shall have the capability to control and display the status of these voted channels. The dispatcher shall be able to force vote or disable a particular voter module by engaging switches or keying in a function which will operate a) Two form C dry contacts or b) Open collector outputs or c) Communicate with the system via RS-232 or Ethernet cabling. The enable/disable status of a particular voter module shall be displayed at the operator position. The console shall also provide an indication of which channel is currently being voted. It also should be capable of automatic transmit steering and indicate on the FPD which transmitter will be keyed if the master PTT is activated. The voted channels shall support voting systems manufactured by JPS Communications.

5.15.7 Headset - Each operator position shall be compatible with the Plantronics Encore Monaural Ultra Headset, model H91N, or approved equivalent.

5.15.7 (a) Headset Jack

5.15.7 (b) Each operator position shall be equipped with a dual phone plug type headset jack. The jack shall be compatible with dual phone plugs used on the Plantronics model SHS1890-251N headset jack plugs. The headset jack shall have an associated receive volume control. The external microphone shall be disabled when the headset is inserted into the headset jack. Audio to the select speaker shall be removed when the headset is inserted. The dispatcher shall have the option of applying audio to the select speaker and the headset simultaneously if desired. The headset jack shall have an easily accessible talk/training switch which will allow the dispatcher to talk and listen or listen only with the headset=s transmit mouthpiece disabled. Disabling the transmit mouthpiece shall not prevent a headset with an amplified ear piece from functioning correctly. The headset jack must also have a 4 wire/6 wire switch for operating either a 4 wire headset (talk and listen) or a 6 wire headset (talk, listen, and a transmit push to talk button).

5.15.8 External Microphone - Each operator position shall be equipped with an External Microphone mounted on a Flexible Gooseneck Boom.

5.15.9 Footswitch - Each operator position shall be provided with a dual footswitch to activate transmit and/or mute operations. The dual footswitch shall activate two functions within the console:

5.15.9 (a) Activate transmitter control.

5.15.9 (b) Activate the Master Mute function.

5.15.9 (c) The right half of the footswitch shall operate in the same manner as the Master Control Panel transmit push button switch. The left half shall mute all unselected channels when depressed and unmute these channels when

released. If the console system requires modification to implement these functions, the modifications shall be completed by the console manufacturer and shall be fully documented in the maintenance manual(s).

5.15.10 Logging Recorder Interfaces - Each operator position shall be provided with a logging recorder output that contains the dispatch position microphone audio and select audio combined onto one 600-Ohm output port. An optional second logging recorder interface for telephone audio is desirable.

5.15.11 Remote Control of Base Stations - The communications control console shall be capable of providing D.C. keying, tone sequence keying, or "M Lead" dry contact keying for each radio channel as well as tone sequence control of repeater, frequency, and squelch disable functions.

5.15.12 D.C. Keying – CRT and Desktop Consoles - Each radio channel shall have available regulated D.C. keying currents of 15 ma and 6 ma. The D.C. control currents shall be provided for a loop resistance up to 10K ohms. Although as a default all channels shall not be supplied with DC keying capability, but pricing to add DC control on a per channel basis shall be provided.

5.15.13 Tone Keying- FPD and Desktop consoles - Each radio channel shall have available a tone sequence keying scheme that provides a High Level Guard Tone followed by a Function Tone followed by a Low Level Guard Tone.

5.15.14 "M Lead" Keying- FPD and Desktop consoles - Each radio channel shall be capable of providing Form A (normally open) dry contacts for transmitter keying.

5.15.15 One Sequence Tolerances - FPD and Desktop consoles - Tolerances for tone sequence control shall be within the following limits:

5.15.15 (a) All tone frequencies as specified within +/-1 Hz.

5.15.15 (b) All tone durations as specified within +/-5 ms or adjustable from 25 ms to 150 ms.

5.15.15 (c) High Level Guard Tone - 0dBm to -10 dB adjustable to meet line conditions

5.15.15 (d) Function Tone - 10 dBm +/-1 dB adjustable to meet line conditions.

5.15.15 (e) Low Level Guard Tone - 30 dBm +/-1 dB adjustable to meet line conditions.

5.15.16 Radio Channel Terminations - Each radio channel shall be capable of 2 wire or 4 wire operation. The type of termination shall be readily selectable on a per channel basis.

5.15.17 Parallel Operator Position Control of Radio Channels - The console common electronics shall be capable of parallel operator position control of common radio channels. All channel control switches and indicators shall be paralleled. Parallel operation shall be readily selectable on a per channel basis.

5.16 Design Criteria

5.16.1 The console electronic package design criteria are based upon the need for maximum reliability, expandability, and ease of service. To meet these criteria, the electronic packages described in the subsequent paragraphs must be totally solid-state, completely modular, and reflect state-of-the-art concepts in communication control design. Each operator position shall include applicable switches, status indicators, amplifiers, tone circuits, power supplies, meters, clocks, speakers, and hardware to perform the functions.

5.16.2 Panel Wiring/Remote Electronic Circuitry- FPD consoles

5.16.2 (a) The console electronic package shall have the capability of allowing the electronic circuitry (transmit/receive, amplifier, tone control, power supply, etc. modules) to be remoted at least 1000 feet from the operator position over standard 600 ohm twisted pairs. The interconnecting cable shall be at most an eight pair cable. The Vendor will supply all cabling and connectors

between the console common electronics and the punch blocks in the equipment room housing these electronics.

5.16.2 (b) The remoting of the electronic circuitry up to 1000 feet from the operator position shall not degrade the console performance outside the minimum standards specified herein. All console functions shall be operable as specified herein regardless of remoting up to 1000 feet.

5.16.2 (c) In addition to hard wired remoting of the electronic circuitry, the console electronic package shall also allow remoting of the electronic circuitry over standard telephone lines or multiplex channels on a fiber network or a microwave system. No more than three multiplex channels shall be required to perform this function. All remote data and audio paths shall be automatically monitored to ensure the continuous integrity of the paths. If a path is lost, both the dispatch position and any diagnostic printer and/or terminal shall receive a report.

5.16.2 (d) The remoting of the electronic circuitry over microwave channels shall not degrade the console performance outside the minimum standards set forth in these specifications. All console functions shall remain operable regardless of remoting the operator position.

5.16.3 Electronic Circuitry

5.16.3 (a) The electronic circuitry shall be contained on printed circuit modules which plug into a module rack or mother board. The plating material at the printed circuit module where plug-in contact is made shall be gold to provide maximum reliability.

5.16.3 (b) A transmit/receive module shall be provided with each operational channel. This module shall contain all of the circuits necessary to perform the functions described on a per channel basis.

5.16.3 (c) Sufficient modules shall be provided with each console electronic package to perform the functions that are common to the transmit/receive channels and all other functions.

5.16.4 Expandability - Options shall be easily expanded by the addition of plug-in printed circuit modules, programming, and control switches.

5.16.5 Maintainability

5.16.5 (a) The transmit/receive circuitry shall include one plug-in T/R module for each channel. All T/R modules shall be interchangeable between channels. The only T/R module changes required to exchange T/R modules between channels or electronic packages shall be the selection of options by means of programming switches mounted on the modules or PROM exchanges.

5.16.5 (b) The remainder of the console electronic package printed circuit modules shall be interchangeable between electronic packages.

5.16.5 (c) Each type of plug-in printed circuit module shall be keyed to be inserted only into the correct location in the module rack or mother board. Guide rails shall be used to ensure proper alignment of plug-in printed circuit modules. Each plug-in printed circuit module shall be equipped with an extractor to allow easy removal.

5.16.5 (d) It shall not be necessary to remove power from the console electronic package to change a plug-in module.

5.16.5 (e) All printed circuit modules shall be plainly marked with the module's function. All components shall be plainly identified on the printed circuit

modules. The module rack or motherboard position shall be plainly marked with the module's function. It shall not be necessary to use a drawing to locate components on printed circuit modules or printed circuit module positions.

5.16.6 Standards

5.16.6 (a) All equipment contained in the proposal shall meet or exceed the latest applicable standards of the Electronic Industries Association, Federal Communications Commission, and Underwriters Laboratory, and must conform to the OSHA of 1973 requirements for safe operation. In addition, where applicable, the equipment must satisfy the requirements of the local telephone company and input requirements of a Microwave System with respect to audio levels and control voltages.

5.16.6 (b) The console electronic equipment shall be rated for continuous operation. The console electronic package shall operate over an ambient temperature range of 0 degrees C. to +50 degrees C. without degradation in performance.

5.16.7 Power Supply

5.16.8 Input Voltage - 105 to 125 volts AC at 60 Hz, 120 volts AC nominal.

5.16.9 Noise - less than 120 millivolts peak to peak output.

5.16.10 Overload Protection - overload protection shall be provided such that variations in input voltage or output current shall not damage or degrade the operation of any console modules or components.

5.16.11 On-Off Switch - shall have a switch to turn input voltage on and off and have a power-on indicator.

5.17 Mechanical Requirements - The following specifications concern the mechanical aspects of the communications control console. The mechanical requirements of both the optional operator position furniture as well as the back-room common electronics are as follows.

5.17.1 Operator Position – Console Furniture - State supplied equipment may be installed in the operator position furniture along with the vendor's equipment. The State assumes the responsibility of installing the equipment in State supplied furniture. The vendor may bid the option to install the console. (All operator position furniture will be purchased separately.)

5.17.2 Labeling - All channels, controls and indicators shall be identified on the FPD screen. Keyboard switches which are used to control functions on the FPD should be clearly engraved to indicate their function. The identification shall show the purpose of the channel, control or indicator and be easily associated with the control or indicator. The legends or labels shall be designated by the user at the time of order.

5.17.3 Radio Channel and Receiver Voter Names - Each radio channel and or receiver voter channel shall be identified with an appropriate name - normally an abbreviation of the base station mountain top name and/or call sign which will be designated at the time of order. The FPD system shall be capable of displaying abbreviated names on the screen of at least eight characters in length. Merely giving a number to a radio channel or voter group is not acceptable.

5.17.4 Common Electronics- FPD Consoles - All common electronics shall be remoted from the console operator position. This equipment should be capable of remoting up to 1000 ft. from the operator position. The design of the common electronics package shall reflect a heavy reliance on modularity of construction. This modularity shall permit the console to be expanded, diminished, or reconfigured in future years depending on increased functions or consolidation of hardware based on system modernization. All equipment

supplied shall either be mounted in 19 inch wide EIA standard 90 inch tall aluminum equipment racks which are drilled and tapped to EIA standards (RS-310C) or supplied in seven foot enclosed equipment cabinets. (Racks or cabinet mounting will be specified with each purchase order) All equipment shall be supplied with all the necessary mounting hardware. Access to electronics for maintenance and service shall be accomplished through sliding rail arrangements, hinged mounting racks or circuit board extenders. Where the use of circuit board extenders is required, two extenders per console shall be supplied.

5.18 Training

5.18.1 Technician Training - the successful Vendor shall provide separate pricing for comprehensive training on the equipment proposed. The training shall include discussion of the following subjects as a minimum:

5.18.1 (a) Theory of operation and circuit analysis of each equipment module, a complete console electronic package, and parallel operation of multiple consoles.

5.18.1 (b) Troubleshooting procedures including fault isolation, terminal diagnostics, stage gain measurements, voltage tests, and other procedures to locate and replace faulty components.

5.18.1 (c) Level setting and other adjustment procedures for each equipment module, a complete console electronic package, and parallel operation of up to eight consoles.

5.18.1 (d) Programming of the central electronics cards and CRT positions.

5.18.2 Training Type and Location

5.18.2 (a) The training may be presented by either a resident instructor or a self-tutored training course.

5.18.2 (b) If an instructor is used, he must be intimately familiar with the design, operation, and maintenance of the equipment model proposed.

5.18.2 (c) The instructor shall present a training session in State supplied facilities at Phoenix, Arizona of at least 8 hours in duration. Actual dates for the class will be established by the purchasing agent. The training shall be completed within 130 days of receipt of purchase order.

5.18.2 (d) If the successful vendor elects to supply a self-tutored training course, one such course shall be provided and will become property of the State. The course shall make use of textbooks, film strips, video tapes or other means to provide comprehensive self-training of the equipment model proposed.

5.18.3 Dispatcher Training - The successful vendor shall also provide 1-day training to the dispatchers of any purchasing agencies. This training shall cover the operational aspects of the equipment. In situations where the communications center is a twenty-four hour operation, it will be necessary to repeat the training for each shift during the day(s).

5.18.4 Instruction Books - the instruction books to be furnished by the vendor shall be complete with all pages securely fastened together. The instruction books shall incorporate as a minimum the following:

5.18.4 (a) Complete description and ordering information of each individual unit and/or sub-assembly. A material guide shall contain the replacement part numbers and description of all components used. The parts lists shall be associated with their respective chassis, module, or kit wherein they are found. A total listing of parts without such groupings will not be acceptable.

5.18.4 (b) Complete intercabling diagram between each unit and/or sub-assembly.

5.18.4 (c) Complete outline and drawings and dimensions as well as mounting dimensions of all equipment.

5.18.4 (d) Voltage and resistance diagrams or tables of all units and/or sub-assemblies.

5.18.4 (e) Complete level setting instructions in step by step tabular form for entire assembly and all components capable of being adjusted.

5.18.4 (f) Parts location, drawings or pictorial, detailed top view of individual parts, units and/or sub-assemblies.

5.18.4 (g) Operational block diagrams of individual units and/or sub-assemblies.

5.18.4 (h) Complete schematic diagrams of individual units and/or sub-assemblies.

5.18.4 (i) In addition to schematics, etc., the manual shall contain the theory of operation of all active devices and circuits in sufficient detail to facilitate servicing.

5.18.4 (j) Drawings which are supplied must be reproduced by such means as to preclude fading to the point of illegibility if exposed to normal illumination for extended periods of time. A developed and fixed process or one of the various forms of printing by actual ink transfer are acceptable types.

5.18.4 (k) In order to provide a complete manual containing all schematics, level setting information, and operating instructions, the contractor shall prepare all of the information in book form with no drawings larger than the page size of the book. Drawings, which must be larger than a single sheet for legibility may be photographically reduced so that they are no larger than 11 inches high or printed on fold-out sections. This manual shall contain an index of all schematics, charts, and diagrams to insure that pages have not been removed. Sufficient information shall be contained in the index to permit reordering lost or mutilated pages.

5.18.4 (l) Two instruction manuals shall be furnished for every unit supplied and costs shall be included in the proposal price.

5.18.4 (m) One typical instruction manual shall be supplied with the proposal.

5.19 Recommended Maintenance Equipment

5.19.1 Any special meters, unique/non-standard test equipment, test cables, harnesses, circuit board extenders, or hand tools required for monitoring and/or maintenance of the communications control console electronic packages shall be listed separately with their itemized cost and shall be included in the total initial cost of the equipment.

5.20 Recommended Replacement Parts

5.20.1 Because of the critical function the communications control console serves, vendors must be capable of supplying all electronic package parts, including individual components and mechanical and electrical assemblies used in the equipment supplied, within 48 hours. The vendor shall supply a list of recommended spares in his proposal response. The vendor shall include a complete set of these recommended spare modules as well as a spare of all other modules and power supplies with the initial console purchase. The cost for this spare module set shall also be priced as a separate line item in the proposal response.

6.0 Generators

6.1 AC/DC power generators operating with diesel, gasoline or propane fuel. Indoor and Outdoor installations systems capable of handling extreme temperature of -50 degrees F up to 150 degrees

F. This includes but is not limited to Transfer Switches, panels, monitoring services, and controlling accessories inclusive of timing and sensing functions with associated hardware and software.

6.2 Requirements

6.2.1 Proposed product(s) must be rated for industrial use, home-use styles of generators will not be considered.

6.2.2 The proposal should include product(s) options from 10kw up to 400kw.

6.2.3 Product(s) offered must include all alarming equipment and software for remote monitoring.

6.2.4 Product(s) offered must be able to supply simple network management protocol (SNMP) and contact closure alarms.

6.2.5 Product(s) offered must have programmable exercise timers that can be set to transfer load capability.

7.0 Back-up Batteries (Including Solar)

7.1 Specifications

7.1.1 Telecom Applications – the State and/or Co-op Agencies require long life batteries (both voltage and solar) to support Agency efforts for providing power in multiple public communications applications, including but not limited to data centers, network operation centers, wireless, Microwave and mobile centers.

7.1.2 Product types for procurement:

7.1.2 (a) Modular Flooded Lead Acid

7.1.2 (b) Modular Flooded Lead Acid

7.1.2 (c) Mono-Block Valve Regulated Lead Acid

7.1.2 (d) Portable Radio

7.1.3 Renewable/ Solar Energy Product offerings must include the following:

7.1.3 (a) Benchmark data of Offeror's product to Industry Leading Life Cycle Data

7.1.4 Power Systems, DC Conversion

7.1.4 (a) Inclusive of AC/DC converters, battery chargers, DC/DC converters, along with low voltage disconnect DC breakers, power distribution panels and any additional associated hardware and software needed to operate.

7.1.5 The proposal must include float rates for the products being offered.

7.1.6 Offeror proposal to include system and module configuration requirements.

7.1.7 Must meet all UL industry requirements

7.1.8 Must withstand Operating temperature beyond 150 degrees F and temperature that drop below -50 degrees F.

7.1.9 Must provide performance data to support product viability.

8.0 Prefab Communications Shelters

8.1 General

8.1.1 Equipment shelters of various sizes specifically designed and constructed for extreme installation locations and to be installed with minimal soil disruption and without site-build foundation. This includes all required accessories and appurtenances, including antenna mast, RF shielding and grounding systems.

8.1.2 Vendor shall submit descriptive catalog product description to include all specifications.

8.2 Requirements

8.2.1 Prefab Communications shelters must meet State and National regulations.

8.2.2 Offeror to submit proposal for multiple dimensions that are offered to State and local public safety Agencies.

8.2.3 Offeror's proposal must address recommendations for transportation and off-loading.

8.2.4 HVAC system requirements should be detailed in the proposal submitted.

8.2.5 Electrical requirement for each prefab communication shelter offering should be listed in the proposal.

8.2.6 Proposed lighting systems should be included in the offer.

8.3 Installation and service

8.3.1 Offeror must provide on-site installation and set-up service as part of the proposal. This pricing should be included as separate line item within the pricing proposal.

8.3.2 R-56 standards must be followed in the proposed construction of any prefab communications shelters.

8.3.3 If on-site installation is required, Contractor(s) must be able to pass a background check.

8.4 Pricing

8.4.1 Pricing should include discount off list catalog pricing plus additional options on an individual list item basis for upgrades that might add to discounted price listed in catalog.

8.5 Warranty

8.5.1 All offerings must include a minimum five (5) year warranty period.

9.0 Service

9.1 The services that may be offered in correlation with the equipment listed above are categorized as follows:

9.2 Design/Engineering

9.2.1 The Contractor(s) shall clearly define and communicate to the State what is specifically included in their Design Services.

9.3 Managed Services - considered a service subscription.

9.3.1 The Contractor(s) shall clearly define and communicate to the State what is specifically included in their Managed Services. Examples of Managed Services include: 24x7x365 technical support, network monitoring, alarm monitoring, service ticket generation, performance management, system provisioning, system updates, end-to-end event monitoring, security monitoring, software maintenance and updates, annual preventative maintenance, and onsite support.

9.3.2 The Contractor(s) shall clearly define and communicate qualifications for any system or equipment being considered for Managed Services.

9.4 Field Service Repair and Maintenance – considered as needed, or one-time services.

9.4.1 The Contractor(s) shall clearly define and communicate guaranteed time of repair or restoration and qualifications for any system or equipment being considered for maintenance support.

9.4.2 The Contractor(s) shall perform work in accordance with the manufacturer's recommendation to ensure it is performing to all defined technical and environmental specifications for the system.

9.4.3 In addition to maintenance of new equipment purchases, the Contractor(s) shall also offer maintenance of legacy equipment. Legacy equipment defined as any existing public communications equipment and its associated supplies and/or accessories that have been purchased prior to the RFP issuance and resulting Contract Award.

9.5 Installation

9.5.1 Time of Purchase of new equipment

9.5.2 Previously purchased equipment

9.5.3 The Contractor(s) shall also conduct initial preventative maintenance ensuring performance begins at the optimal level.

9.6 Integration

9.6.1 Integration Services shall be offered at an hourly rate by the Contractor(s) unless otherwise specified in the SOW defined above as part of the equipment installation. The Contractor(s) shall clearly list and communicate to the State what is specifically included in their integration services, if applicable.

10.0 Consultation and Third-Party Oversight

10.1 The State is also looking to solicit proposals from qualified, vendor independent, full service firms who can provide third party oversight on behalf of the State of Arizona. Any offer of services must comply with the following:

- Demonstrate independence of any manufacturer, software provider, or vendor.
- Demonstrate experience and knowledge of all aspects of public safety operations as they relate to communications and interoperability needs
- Demonstrate mission critical communications system design experience in the public safety arena
- Demonstrate knowledge and experience with contemporary and emerging wireless mission critical communications technologies utilized in the public safety arena including:
    - Mission critical radio systems-infrastructure, subscriber hardware, RF system design, radio propagation, frequency research
    - Microwave and RF control link design and specification
    - Voice logging
    - Paging and Alerting systems
    - Radio interoperability
    - Radio dispatch console systems
- Demonstrate familiarity and expertise in FCC regulations, licensing and frequency availability research
- Demonstrate in-house subject matter experts, telecommunications specialists, state and local policy experts, and project managers with APCO Project 25 implementation experience.
- Demonstrate experience in the identification, evaluation and recommendation of appropriate sites and infrastructure for mission critical communications towers and facilities.

- Demonstrate experience in structured wiring plans and electrical and power system design relative to Public Safety and Mission critical RF systems.
- Demonstrate experience, establishing continuity of operations (COOP) plans, planning, and implementation of disaster recovery solutions, and establishing supporting standard operating procedures (SOPs) and policies that enhance system reliability, resiliency, and redundancy.
- Demonstrate experience with providing consulting, systems engineering and architecture services for both urban and rural mission critical communications systems.
- The firm must have at least one telecommunications specialist certified in industry accepted site standards such as Motorola R56.
- The firm must demonstrate that it follows accepted industry standards (i.e., Project Management Institute) standards and practices for management of projects.
- The firm must demonstrate knowledge in the trends and directions of mission critical radio networks, automated systems, facilities and operations.
- Demonstrate experience and capability of providing ongoing service and support throughout the lifecycle of network and associated devices and peripherals

EXHIBITS TO THE SCOPE DOCUMENT

NO EXHIBITS FOR THIS SOLICITATION

End of section 2-A

SECTION 2-B: Pricing Document

1.0 Compensation

Contractor will be compensated for the satisfactorily carrying out its obligations under the Contract by the method indicated by the "●" mark below:

●	Contracted Labor Rates (refer to paragraph 1.13 below)
●	Discount Off List or Catalog (refer to paragraph 1.25 below)

1.1 CONTRACTED LABOR RATES. The contracted labor rates are the fully-burdened and marked-up billing rates for Contractor's labor scheduled in Exhibit 1 to this Pricing Document.

1.1.1 The rates are deemed to be inclusive of the actual gross wages plus all:

(a) applicable payroll taxes, non-payroll employer burden, workers' compensation contributions and health and welfare benefit contributions;

(b) retirement or other pension contributions, vacation, sick time or other paid leave allowances and the like;

(c) required home office support, corporate or subordinate licenses or registrations, corporate insurance, professional association fees, advertising, time and travel by any of Contractor's personnel other than billable personnel and any bonuses or other incentives for all personnel (including billable Personnel);

(d) insurance coverages to be provided by Contractor under the Contract; and

(e) profit.

1.1.2 The rates are not subject to overtime or other premium time unless expressly stated otherwise in the Pricing Document or a relevant Annex thereto.

1.1.3 The rates include all transaction privilege and other sales/use taxes, including any gross receipts taxes on services, unless expressly stated otherwise in the Pricing Document or a relevant Annex thereto.

1.1.4 Reimbursable items consist of three components:

(a) *Site Services, Logistics, and Utilities*. State and Contractor shall each provide those items of site services, logistics and utilities that are assigned to them in Attachment 4 to this Pricing Document. Excluding only those item expressly indicated as being provided by State, provided by others, or a reimbursable item, Contractor shall provide all services, equipment, tools, and logistics necessary for its personnel and otherwise as required to carry out the Work and compensation for all those is deemed to be included in the contractual fee mark-up (if any applies).

i. For items indicated to be paid on a "unit rate" basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is "at risk" for costs it incurs that are in excess of the extended value unless State has issued a Change Order for the excess.

ii. For items indicated to be paid on a "cost" basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices and timesheets (if applicable).

iii. For items indicated to be paid on a "lump sum" basis, Contractor shall request payment for the completed proportion of such items at least monthly.

(b) *Personnel-Related Expenses*. State will only reimburse for those items of personnel-related expense expressly indicated in Attachment 4 to this Pricing Document as a reimbursable item, and it is agreed that the costs of all other such expenses applicable to its personnel and otherwise as required to carry out the Work are adequately compensated in the contractual fee mark-up (if any applies).

i. For items to be paid on a "unit rate" basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is "at risk" for costs it incurs that are in excess of the extended value unless State has issued a Change Order for the excess.

ii. For items to be paid on a "cost" basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices (if applicable). All reimbursements shall be strictly subject to State's travel policy, which is available at https://gao.az.gov/travel.

iii. Contractor must obtain State's written approval prior to booking or going on any reimbursable travel.

iv. Contractor will be reimbursed at the current Travel Policy rates.

v. Contractor shall itemize all per diem and lodging charges.

vi. For items to be paid on a "lump sum" basis, Contractor shall request payment for the applicable proportion of such items at least monthly.

1.2 DISCOUNT OFF LIST OR CATALOG. A discount off list or catalog means a percentage discount to be applied to a base price for from one or more contractually-established price lists against published catalogs. The applicable discounts are scheduled in Exhibit 1 to this Pricing Document.

1.2.1 Unless specified otherwise in the Pricing Document, base price is the price that is most widely offered to general customers at the time of the Order.

1.2.2 The catalogs used to establish base price are specified otherwise in the Pricing Document. If nothing is so specified, then the commercially available catalogs published by Contractor or Subcontractor to a dealer or reseller network for the covered materials or services are to be used.

1.2.3 Each catalog must:

(a) bear the applicable State contract number;

(b) list all materials or services Contractor is authorized to sell under the Contract;

(c) not contain any items that are excluded from the Contract;

(d) provide ordering information and contact information for customer support.

1.2.4 Each catalog and its accompanying price list must include for each item:

(a) a part or model number, if applicable;

(b) a complete and accurate description of the item;

(c) the manufacturer's suggested retail price (MSRP) or Contractor's list price;

(d) a stock keeping unit (SKU) number (SKU) , if applicable;

(e) the item's unit of measure (UOM), if applicable; and

(f) the quantity in the unit of measure (QUOM), if applicable.

1.2.5 Contractor shall provide and maintain concurrent and identical electronic and hardcopy versions of all contracted price lists and catalogs.

(a) The electronic versions are to be provided as an Amendment to the Contract.

i. State, at its discretion, may host Contractor's electronic price lists and catalogs directly, or may link through ProcureAZ as a punch-out.

ii. Regardless of the number and types of links to Contractor's electronic price lists and catalogs, Contractor shall ensure that all Eligible Agencies and Co-Op Buyers are only able to access one unified set of data.

(b) Contractor shall supply sufficient, current hardcopy catalogs and price lists price lists to applicable Eligible Agencies at Contract commencement, and provide prompt hardcopy notice of any changes to list/catalog holders as they occur. Contractor shall not change State or any Eligible Agency (or any Co-Op Buyer, if applicable) for lists/catalogs or updates.

2.0 Pricing

2.1 CONTRACTOR'S BEST PRICING. Supplier warrants that, for the term of the Contract, the prices and discounts set out in Exhibit 1 to this Pricing Document, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

2.1.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.1.2 If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.1.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

2.2 PRICING-ALL-INCLUSIVE:

2.2.1 Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

2.3 PRICE INCREASES:

2.3.1 The SPO may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.

(a) Initial Contract prices will be honored for one year after award of Contract.

(b) All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.

(c) All price adjustments will be implemented by a formal contract change order. State shall determine whether the requested price increase or an alternate option is in the best interest of State.

2.4 PRICE REDUCTIONS:

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

2.5 ADDITIONAL CHARGES:

2.5.1 Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract. All additional work shall be approved by Eligible Agency in advance and be in accordance with the contract rate.

2.6 TRAVEL.

2.6.1 Contractor shall get written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at https://gao.az.gov/travel. The Eligible Agency shall reject any claim for travel reimbursement without prior written approval.

2.7 DELIVERY

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

3.0 Funding

No particular funding considerations apart from paragraph 4.3 of the Uniform Terms and Conditions [*Availability of Funds*] have been identified as of the Solicitation date.

4.0 Invoicing

4.1 INVOICES GO TO BUYING ENTITY. Contractor shall submit all billing notices or invoices to the ordering Eligible Agency or Co-Op Buyer at the address indicated on the applicable Order document.

4.2 MINIMUM INVOICE REQUIREMENTS. Every invoice must include the following information:

Item	Required
Bill-to name and address	●
Contractor name and contact information	●
Remit-to address	●
State contract number	●
Order number (typically the ProcureAZ PO #)	●
Invoice number and date	●
Date the items shipped or services performed	●
Applicable payment terms	●
Contract line item number	●
Contract line item description	●
Quantity delivered or performed	●
Line item unit of measure	●
Item price	●
Extended pricing	●
Discount off list or catalog	●
Taxes *(as a separate invoice line item)*	●
Upcharge shipping/freight, etc. *(as a separate invoice line item)*	Materials only
Total invoice amount due	●

4.3 NO INVOICE WITHOUT AUTHORIZATION. Contractor shall not seek payment for any:

1. Materials or Services that have not been authorized on an acknowledged Order;
2. expediting, overtime, premiums, or upcharges absent State's express prior approval; or
3. Materials or Services that are the subject of a Contract Amendment or Change Order that has not been fully signed.

4.4 PRE-INVOICE REVIEW. Upon Eligible Agency request and shortly before Contractor is scheduled to submit each invoice, the parties' representatives shall meet informally to review any issues relevant to that upcoming invoice so that the formal invoice process is thereby facilitated and made more efficient.

4.5 SUBMITTING INVOICES. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form provided or required by the ordering Eligible Agency or Co-Op Buyer. Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.

4.6 DEFECTIVE INVOICES. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Agency or Co-Op Buyer may, at its discretion, reject any materially defective invoice.

4.6.1 The ordering Eligible Agency or Co-Op Buyer shall notify Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.

4.6.2 Invoices will be deemed automatically rejected upon delivery if they:

4.6.2 (a) are sent to an incorrect address;

4.6.2 (b) do not reference the correct State contract number; or

4.6.2 (c) are payable to any Person other than the Contractor.

4.6.3 The ordering Eligible Agency or Co-Op Buyer will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

4.7 INVOICING FOR TASK ORDERS. For task order Services, invoices must include the following information as applicable to the relevant task order being invoiced against:

1. substantiation of hours worked using:
   a. a detailed daily timesheet;
   b. itemization to the task level; and
   c. breakdown by service area (if the Contract covers more than one area) and Contract Amendment (if any apply);
2. authorizations and receipts for all allowable reimbursable items being invoiced; and
3. Contractor's certification that the invoice has been examined and to the best of Contractor's knowledge and belief the invoiced amounts are entitled, correct, and accurate as can be demonstrated by the contractually-required books and records upon State's demand.

5.0 Payments

5.1 PAYMENT. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 18.1 of the Special Terms and Conditions

5.2 JOINT CHECKS OR DIRECT PAY. applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.

5.3 RECOVERY OF OVER-PAYMENT. If applicable Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.

5.4 PAYMENTS TO SUBCONTRACTORS. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.

5.5 PURCHASING CARD. applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.

5.6 AUTOMATED CLEARING HOUSE. applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from

Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:

https://gao.az.gov/afis/vendor-information

End of Section 2-B

SECTION 2-C: Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1.0 Definition of Terms

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

1.1. Co-Op Buyer

"Co-Op Buyer" means a member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing "eligible procurement unit" under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.

1.2. Eligible Agency

If the Special Terms and Conditions indicates that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.

2.0 Contract Interpretation

No modifications to uniform terms and conditions section

3.0 Contract Administration and Operation

3.1 Term of Contract

The term of the Contract will commence on the date indicated on the Acceptance and continue for five (5) years with an optional additional five (5) year term with annual renewal(s) for a total max term of ten (10) years unless canceled, terminated, or permissibly extended.

3.2 Statewide Contract Provisions

The Contract is a "statewide" contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a "statewide" contract hereunder.

The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be construed as a "delivery order" sub-type of ID/IQ contract to the extent the Work is Materials, and a "task order" sub-type to the extent the Work is Services.

1. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

https://spo.az.gov/procurement-services/cooperative-procurement/coop-usage-report

2. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).
3. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

   https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee
4. Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Purchase Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

   https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee
5. Contractor shall acknowledge each Purchase Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) "approving" the Purchase Order electronically in ProcureAZ, which will indicate Contractor's unqualified acceptance of the Purchase Order as-issued; or (b) "rejecting" the Purchase Order electronically in ProcureAZ, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which Contractor may reject or refuse a Purchase Order are those set out in subparagraph 3.12.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Purchase Order in ProcureAZ, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Purchase Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in ProcureAZ within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Purchase Order in ProcureAZ and if it does so the rejection will be void.
6. Contractor shall acknowledge each Purchase Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Purchase Orders from Co-Op Buyers create no obligation on State's part, since they are entirely

between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

3.3 Multiple-Use Provisions

Eligible Agencies may issue Purchase Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in ProcureAZ. Purchase Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Purchase Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Purchase Order in any of the following ways:

1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Purchase Order using those prices (e.g., filling out a purchase order form), and sending it to Contractor.
2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Purchase Order if and when reaching agreement.
3. As described in *(2)* above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.
4. As described in *(3)* above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

When evaluating the proposals under *(3)* and *(4)* above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.

4.0 Costs and Payments

4.1 Proposal Costs

Costs Incurred During Proposal Development. The State will not be responsible for any cost incurred during the period of proposal development, including but not limited to On-Site Visits, Pre-Offer Conferences, Demonstrations and any other costs incurred by the Offeror in preparation for Bid Offering.

5.0 Contract Changes

No modifications to uniform terms and conditions section.

6.0 Risk and Liability

6.1 Contractor Insurance

Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers,

agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

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.

Insurance Requirements

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

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

Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability (CGL) – Occurrence Form**

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

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $50,000
- Each Occurrence $2,000,000

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

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Business Automobile Liability**

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

- Combined Single Limit (CSL) $1,000,000

Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed

by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. **Workers' Compensation and Employers' Liability**

•	Workers' Compensation	Statutory
•	Employers' Liability	
o	Each Accident	$1,000,000
o	Disease – Each Employee	$1,000,000
o	Disease – Policy Limit	$1,000,000

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

4. **Professional Liability (Errors and Omissions Liability)**

•	Each Claim	$2,000,000
•	Annual Aggregate	$2,000,000

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, 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.

The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

4. **Technology Errors & Omissions Insurance**

•	Each Claim	$2,000,000
•	Annual Aggregate	$2,000,000

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.

Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.

In the event that the Tech E&O 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, 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.

5. **Network Security (Cyber) and Privacy Liability**

•	Each Claim	$2,000,000
•	Annual Aggregate	$2,000,000

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

In the event that the Network Security and Privacy 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, 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.

The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6. Installation Floater

- Coverage amount is $___TBD At Award

Policy shall contain an Additional Insured endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.

The State of Arizona and the Department shall be named as loss payee as its interest may appear.

Coverage shall be written on an all risk, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing/commissioning.

Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Arizona, has an insurable interest in the property required to be covered.

Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State of Arizona.

The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, testing and commissioning, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.

Policy shall contain a Waiver of Subrogation endorsement, as required by written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by the Contractor for the State of Arizona.

Contractor is responsible for the payment of all deductibles under the Installation Floater.

Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation

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

Acceptability of Insurers

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

Verification of Coverage

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

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

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions

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

7.0 Warranties

No modifications to uniform terms and conditions section.

8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section.

9.0 Contract Termination

No modifications to uniform terms and conditions section

10.0 Contract Claims

No modifications to uniform terms and conditions section.

11.0 General Provisions for Products

11.1	**Applicability**	Article 11 applies to the extent the Work is or includes Materials.
11.2	**Off-Contract Materials**	Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Purchase Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such purchase orders from occurring, Contractor is responsible for not accepting any such Purchase Orders; State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Purchase Order under subparagraph 11.18, in either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract.
11.3	**Compensation for Late Deliveries**	Contractor shall have clear, published policies in place regarding late delivery, purchase order cancelation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies that are likely to need them.
11.4	**Indicate Shipping Costs on Purchase Order**	If shipping cost is additional to the contracted price or rate for an item, the Contractor shall identify the shipping cost it intends to add for shipping, as a separate line item on the price quote provided to ASDB. The Contractor shall also provide the required substantiating documentation for the shipping cost with the price quote. If ASDB approves paying a shipping cost, ASDB will list the agreed upon shipping cost as a line item on their Purchase Order, when it is issued. If there is no additional shipping cost, the Contractor shall indicate on the price quote that shipping is included in the Purchase Order price.
11.5	**Current Products**	Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract.

11.6	**Maintain Comprehensive Selection**	Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Pricing Document.
11.7	**Additional Products**	State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of (b) typically requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products.
11.8	**Discontinued Products**	If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones (with demonstration being as described in subparagraph 11.7).
11.9	**Forced Substitutions**	Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.
11.10	**Recalls**	In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Purchase Order referencing the affected Purchase Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall.
11.11	**Delivery**	11.11.1 PRICING. Unless stated otherwise in the Pricing Document, all Materials prices set forth therein are FCA (seller's dock) Incoterms®2010, with "seller's dock" meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.O.B. Origin, Contractor's Facility" under FAR 52.247-30.

11.11.2 LIABILITY. Unless stated otherwise in the Pricing Document or an Purchase Order, Contractor's liability for all Materials is DDP (State-designated receiving point per Purchase Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to "F.O.B. Destination, Within Consignee's Premises" under FAR 52.247-35.

11.11.3 PAYMENT. Unless stated otherwise in the Pricing Document or an Purchase Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Purchase Order) and FCA (seller's dock) with no mark-up, which Contractor shall itemize and invoice separately.

11.12 Delivery Time

Unless stated otherwise in the Pricing Document generally or in the applicable Purchase Order particularly, Contractor shall make delivery within 2 (two) weeks or earlier after receiving each Purchase Order. If Contractor is unable to make delivery within 2 (two) weeks after receiving the Purchase Order, the Contractor will communicate expected delivery time to Eligible Agency within 24 hours after Purchase Order.

11.13 Delivery Locations

Contractor shall offer deliveries to every location served under the scope of the Contract, specifically:

1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;
2. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;
3. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency location that is not in the excluded areas; and
4. if the Contract is for unrestricted statewide use, then:
    a) Contractor shall deliver to any Eligible Agency anywhere in Arizona;
    b) if the Pricing Document indicates defined delivery areas and prices, those always apply unless the Purchase Order expressly states otherwise and Contractor accepts it.

11.14 Conditions at Delivery Location

Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Purchase Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions.

11.15 Materials Acceptance

State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials

from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

11.16 Correcting Defects

Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials.

1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.
2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [Right of Offset] of the Uniform Terms and Conditions.
3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

11.17 Returns

State may, at its discretion, return for full credit and with no restocking charges any delivered Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within 30 (thirty) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for paying freight, delivery, or transit insurance costs to return the products and may, at its discretion, either have those billed directly to Contractor or offset them under paragraph 8.5 [Right of Offset] of the Uniform Terms and Conditions.

11.18 Purchase Order Cancellation

State may cancel Purchase Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels an Purchase Order, then State shall:

1. pay Contractor for any portion of the Materials and Services from that Purchase Order that have been properly delivered or performed as of the cancellation effective date plus 1 (one) additional business day;
2. reimburse Contractor for:
    a) its actual, documented costs incurred in fulfilling the Purchase Order up to the cancellation effective date plus 1 (one) additional business day; and
    b) the cost of any obligations it incurred as of the cancellation effective date plus 1 (one) additional business day that demonstrably cannot be canceled, or that have pre-established cancelation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and

3. contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancelation notice plus 1 (one) business day or for any lost profits or opportunity.

By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Purchase Order.

11.19 Product Safety

Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.

11.20 Hazardous Materials

Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor's responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup.

12.0 General Provisions for Services

12.1 Applicability

Article 12 applies to the extent the Work is or includes Services.

12.2 Comprehensive Services Offering

Contractor shall provide the comprehensive range of services for which a price is established in the Pricing Document for ordering by Eligible Agencies, and Co-Op Buyers if co-op buying applies.

12.3 Additional Services

State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.

12.4 Off-Contract Services

Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Purchase Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such purchase orders from occurring, Contractor is responsible for not accepting any such Purchase Orders. State may, at its discretion, cancel any such Purchase Order without obligation. As used above, "off-contract service" refers to any

service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.

12.5 Removal of Personnel

Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.

12.6 Transitions

During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or purchase orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition. State may permit Contractor (outgoing) to complete work or purchase orders in progress to ease the transition as is safest and most efficient in each instance.

12.7 Accuracy of Work

Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.

12.8 Requirements at Services Location

Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Purchase Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.

12.9 Services Acceptance

State has the right to make acceptance of Services subject to acceptance criteria. State may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for un-accepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection.

12.10 Corrective Action Required

Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.

1. Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).
2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.
3. Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.

13.0 Data and Information Handling

13.1 Applicability

Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

13.2 Data Protection and Confidentiality of Information

Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
2. Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.

13.3 Personally Identifiable Information.

Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees' or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract.

For purposes of this paragraph:

1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information*; and
2. "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P* 2180*.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

NOTE (1): For convenience of reference only, the OMB memorandum is available at:

https://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf

NOTE (2): For convenience of reference only, the GSA directive is available at:

http://www.gsa.gov/portal/directive/d0/content/658222

13.4 Protected Health Information

Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;
2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in *(1)* above; and
3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in *(1)* above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at:

http://www.hhs.gov/hipaa/for-professionals/privacy/index.html

14.0 Information Technology Work

14.1 Applicability

Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined In A.R.S. § 41-3501(6) 6: " . . . computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.

14.2 Background Checks

Each of Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S § 41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.

14.3 Information Access

14.3.1 SYSTEM MEASURES. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.

14.3.2 INDIVIDUAL MEASURES. Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.

14.3.3 ACCESS CONTROL. Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in

the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.

14.4 Pass-Through Indemnity

14.4.1 INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.

14.4.2 NOTIFY OF CLAIMS. State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:

(a) State reserves the right to elect to participate in the action at its own expense;

(b) State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and

(c) State shall in any case cooperate in the defense and any related settlement negotiations.

14.5 Systems and Controls

In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

14.6 Redress of Infringement

14.6.1 REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Contractor shall at its sole cost and expense and in consultation with State either:

(a) replace any infringing items with non-infringing ones;

(b) obtain for State the right to continue using the infringing items; or

(c) modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.

14.6.2 CANCELLATION OPTION. In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Purchase Order or terminate the Contract and Contractor shall take back the infringing items. If State does cancel the Purchase Order or terminate the Contract, Contractor shall refund to State:

(a) for any software created for State under the Contract, the amount State paid to Contactor for creating it;

(b) for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and

(c) for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.

14.6.3. EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:

(a) modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;

(b) operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or

(c) combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

14.7 First Party Liability Limitation

14.7.1 LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of $1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.

14.7.2 PROVISOS. This paragraph 14.7 limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph 14.7 does not limit liability arising from any:

(a) Indemnified Claim against which Contractor has indemnified State Indemnitees;

(b) claim against which Contractor has indemnified State Indemnitees; or

(c) provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

14.7.2 PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Purchase Order (or if no Purchase Order applies), then "purchase price" in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all change orders or other forms of Contract Amendment having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Purchase Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Purchase Order.

14.7.3 NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

14.8 Information Technology Warranty

14.8.1 SPECIFIED DESIGN. Where the Scope of Work for information technology Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

(a) modified or altered by anyone not authorized by Contractor to do so;

(b) maintained in a way inconsistent to any applicable manufacturer recommendations; or

(c) operated in a manner not within its intended use or environment.

14.8.2 COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

(a) to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;

(b) the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code

that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and

(c) it will provide a new or clean install of any COTS software that State has reason to believes contains harmful code.

14.8.3 PAYMENT HAS NO EFFECT. The warranties in this paragraph are not affected by State's inspection, testing, or payment.

14.9 Specific Remedies

Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability. If none of the forgoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

14.10 Section 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

14.11 Cloud Applications

The following are required for Contractor of any "cloud" solution that hosts State data outside of the State's network, or transmits and/or receives State data.

1. Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: https://aset.az.gov/resources/policies-standards-and-procedures, and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.
2. State reserves the right to conduct Penetration tests or hire a third party to conduct penetration tests of the Contractor's application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.
3. Contractor must submit copy of system logs from cloud system to State of AZ security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.

15.0 Agency Contract Administration and Operations – Department of Corrections

15.1 Drug Testing Program

The Contractor shall implement a drug and alcohol testing program for applicants, employees and volunteers, at no additional cost to the Department. The Contractor shall ensure that all subcontractors implement the same drug and alcohol testing program required by the Department. The program shall meet the requirements of Department Order 522, Drug-Free Workplace.

15.2 Department Policies and Procedures

The contractor shall follow all Department policies, procedures and Department Orders (DO) and Directors Instruction (DI) i.e., drug-free workplace, dress code, grooming, etc. The policies, procedures, DO and DI are available on the following website www.azcorrections.gov.

15.3 Notice Warning

Any person who takes into or out of or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statues. All persons, including, employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles,

Authority	A.R.S. §13-2501:
	A.R.S. §13-2505
	ADC Department Order 708

15.4 Contraband

Contraband means any dangerous drug, narcotic drug, intoxicating liquor or any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e., marijuana, nonprescription medications, etc.)

Promoting prison contraband A.R.S. § 13-2505:

A person, not otherwise authorized by law, commits promoting prison contraband:

a. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or

b. By knowingly conveying contraband to any persons confined in a correctional facility; or

c. By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Promoting Prison Contraband is a Class 5 felony.

Authority	A.R.S. § 13-2501
	A.R.S. § 13-2505
	ADC Department Order 70814.4.2

15.5 Rules and Regulations

15.5.1 Attention of the Offerors is called to the requirements specified in **Attachment 6**, Rules for Non-Employees of the Department of Corrections in Arizona State Prison Complexes which shall be adhered to in all respects.

15.5.2 Should the Contractor require signatures of other parties such as subcontractor or persons directly or indirectly employed by the Contractor, it shall be the Contractor's responsibility to obtain such signatures. The signed document must be submitted within ten (10) days of notification of intent to award.

15.6 Unlawful Sexual Conduct

15.6.1 A person – who is employed by the State Department of Corrections or the Department of Juvenile Corrections; is employed by a private prison facility or a city or county jail; Contracts to provide services with the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail; is an official visitor, volunteer or agency representative of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail – commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county.

15.6.2 This section does not apply to a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to the State Department of Corrections or was incarcerated in a city or county jail.

15.6.3 Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.

15.6.4 Unlawful sexual conduct; correctional facilities; classification; Definition A.R.S. §13-1419.

15.7 Federal Prison Rape Elimination Act 2003

15.7.1 The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003.14.7.2

End of Section 2-C

SECTION 2-D:

Uniform Terms and Conditions

Version 2018 (2/1/2018)

1.0 Definition of Terms

1.1	**Acceptance**	"Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract.
1.2	**Accepted Offer**	If State did not request a Revised Offer, then "Vendor Offer" means the Initial Offer. If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer. If State requested a Best and Final Offer, then "Accepted Offer" means the latest Best and Final Offer.
1.3	**Arizona Procurement Code; A.R.S.; A.A.C.**	The "Arizona Procurement Code, "A.R.S.," and "A.A.C." refers to Arizona Revised Statutes ("A.R.S.") § 41-2501, *et seq.*, and the rules promulgated thereunder, Arizona Administrative Code ("A.A.C.") R2-7-101, *et. seq.*
1.4	**Arizona TPT**	"Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at: https://www.azdor.gov/business/transactionprivilegetax.aspx.
1.5	**Attachment**	"Attachment" means any item that: 4. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO); 5. was attached to an Offer when submitted; and 6. was included in the Accepted Offer.
1.6	**Contract**	"Contract" " means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments or authorized Purchase Orders.
1.7	**Contract Amendment**	"Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. Only the Procurement Officer responsible for this Contract has the authority to modify or amend this Contract. In ProcureAZ, the term "Change Order" has the same meaning as "Contract Amendment".
1.8	**Contract Terms and Conditions**	"Contract Terms and Conditions" means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.
1.9	**Contractor**	"Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.
1.10	**Contractor Indemnitor**	"Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, volunteers or Subcontractors.

1.11	**eProcurement System (currently ProcureAZ)**	"eProcurement System" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy. This eProcurement System may be subject to change. The State's current eProcurement system is "ProcureAZ." The current version of the ADOA policy regarding the State's eProcurement System is *Technical Bulletin No. 020, ProcureAZ – The Official State eProcurement System*. NOTE (1): Technical Bulletin No. 020 is available online at: https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations NOTE (2): The URL for ProcureAZ itself is: https://procure.az.gov/
1.12	**Gratuity**	"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
1.13	**Indemnified Basic Claims**	"Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorney fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.2.
1.14	**Instructions to Offerors**	"Instructions to Offerors" is Section 3-a of Part 3 of the Solicitation Documents.
1.15	**Materials**	"Materials" has the meaning given in A.R.S. § 41-2503(7). Materials includes software, except that if software is sold or provided as a service, then to the extent it consists of encoded information or computer instructions it is included in "Materials" and to the extent it is a service it described in "Services" below.
1.16	**Offer: Initial Offer; Revised Offer; Best and Final Offer (BAFO)**	"Initial Offer" means, per A.A.C. R2-7-101(33), Offeror's proposal submitted to State in response to the Solicitation, as initially submitted. "Revised Offer" means any revised versions of the Initial Offer that Offeror has submitted to State at State's request as permitted under A.A.C. R2-7-C314 and R2-7-C315. "Best and Final Offer" ("BAFO") means, per A.A.C. R2-7-101(8), the Revised Offer submitted after negotiations have been completed that contain Offeror's most favorable terms for price, service, and products to be delivered. Reference to "an Offer, "the Offer," or "your Offer" means any of the Initial Offer, a Revised Offer, or the Best and Final Offer.
1.17	**Pricing Document**	"Pricing Document" means Section 2-B of Part 2 of the Solicitation Documents, provided that, if there is no such Section in the Contract, then "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
1.18	**Procurement Officer**	"Procurement Officer" means the person, or his or her designee, who has been duly authorized by the State to enter into and administer the Contract and to make written determinations with respect to the Contract. Procurement Officer is as identified on the Acceptance unless subsequently changed by Contract Amendment.
1.19	**Purchase Order**	"Purchase Order" means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Purchase Order or many Purchase Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being a "Purchase Order": 1. "Release" or "Release Purchase Order" in ProcureAZ;

2. "task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in ProcureAZ; or
3. "purchase order" for buying by Co-Op Buyers, if co-op buying applies.

1.20 Services "Services" has the meaning given in A.R.S. § 41-2503(35), Services include the service aspect s of software described in the definition of "Materials" above.

1.21 Specification "Specification" has the meaning given in A.R.S. § 41-2561. Specifications (if any are included in the Contract), are indexed in the Scope of Work and could be bound separately from the other documents forming the Contract.

1.22 State With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Purchase Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Purchase Order.

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

1.24 State Indemnitees "State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.

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

1.26 Subcontractor "Subcontractor" has the meaning given in A.R.S. § 41-2503(38).

1.27 Work "Work" means the totality of the provision of Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2.0 Contract Interpretation

2.1 Arizona Law The Contract is governed by, and is to be interpreted in accordance with, the laws of the State of Arizona, including, but not limited to the Arizona Procurement Code, without consideration of conflict of laws principles.

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

2.3 Contract Order of Precedence COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary and all provisions are to be interpreted as a single, united Contract. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, the Contract documents and their provisions are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions within the same sub-section below, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

(a) Contract Amendments;

(b) the Solicitation Documents, in the order:

(1) Special Terms and Conditions;

(2) Exhibits to the Special Terms and Conditions;

(3) Uniform Terms and Conditions;
(4) Scope of Work;
(5) Exhibits to the Scope of Work;
(6) Pricing Document;
(7) Exhibits to the Pricing Document;
(8) Specifications; and
(9) any other documents referenced or included in the Solicitation;

(c) Orders, in reverse chronological order; and

(d) Accepted Offer.

2.4 Severability

The provisions of this Contract are severable to the extent allowed under Arizona Contract Law. Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the Contract and will not affect any other term or condition of the Contract..

2.5 Complete Integration

The Contract, including any documents incorporated into the Contract by reference and any authorized Contract Amendments and Orders, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract. No course of prior dealings between the parties shall supplement or explain any terms used in this document and no other understanding either oral or in writing can independently bind the State to changes to the Contract.

2.6 Independent Contractor

Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

2.7 No Waiver of Rights

Either party's failure to insist on strict performance of any term or condition of the Contract is not, and is not to be construed as being, nor will it be deemed, a waiver of that term or condition or a bar to, or diminishment of the right of, subsequent enforcement of any term or condition.

3.0 Contract Administration and Operation

3.1 Books and Records; Audit

3.1.1 RETAIN RECORDS. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.

3.1.2 RIGHT TO AUDIT. The retained books and records are subject to audit by State during that period. By A.R.S. § § 35-214 and-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.1.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.1.1 and 3.1.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities. Any person who obstructs or impairs an audit being conducted or about to be conducted in relation to and Contract or Subcontract with the State may be found guilty of a Class 5 Felony under A.R.S. § 35-215.

3.2 Non-Discrimination

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Contractor Licenses

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.

3.4 Inspection and Testing

By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor's or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

3.5 Notices and Correspondence

3.5.1 TO CONTRACTOR. State shall:

(a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding ProcureAZ Vendor Profile; and

(b) address notices to Contractor to the "Contractor Name and Title" at the "Mailing Address" indicated in the Contract

3.5.2 TO STATE. Contractor shall :

(a) address all Contract correspondence, other than notices, to the email address indicated in "Contact Instructions" in the ProcureAZ Summary for State; and

(b) address any required notices to State to Procurement Officer identified as "Purchaser" in the ProcureAZ Summary at the following mailing address:

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

3.5.3 CHANGES. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.

3.6 Signing of Contract Amendments

Contractor's counter-signature – or "approval" in ProcureAZ, in the case of a Change Order – is not required to give effect if the Contract Amendment only covers either:

4. extension of the term of the Contract within the maximum aggregate term;
5. revision to Procurement Officer appointment or contact information; or
6. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in *(1)*, *(2)*, and *(3)* above, both parties' signature – or "approval" in ProcureAZ, in the case of a Change Order – are required to give it effect.

3.7 Click-Through Terms and Conditions

If either party uses a web based ordering system, an electronic purchase order system, an electronic purchase order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor hereby acknowledges and agrees that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized

State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.8 Ownership of Intellectual Property

3.8.1 RIGHTS IN WORK PRODUCT. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

(a) "Government Purpose Rights" are:

i. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;

ii. the right to release or disclose that work product to third parties for any State government purpose; and

iii. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

(b) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

3.8.2 JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.8.3 PRE-EXISTING MATERIAL. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.8.1 above, and will remain the exclusive property of Contractor, provided that any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product.

3.9 Subcontracts

3.9.1 INITIAL LIST. At the time of Contract execution, Contractor may have listed prospective Subcontractors in Attachment 3-C to the Vendor Offer [*Proposed Subcontractors*]. If a Subcontractor is on this initial list in a Vendor Offer, then the Contractor has the Procurement Officer's advance consent to enter into a Subcontract with each listed candidate.

3.9.2 ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on Attachment 3-C at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case *(a)* or *(b)*, Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.

3.9.3 FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.10 E-Verify Requirements

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. Contractor acknowledges and agrees that under A.R.S. § 41-4401, State retains the legal right to inspect papers of any Contractor employee who works under the Contract to ensure compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract.

3.11 Offshore Performance of Certain Work Prohibited

Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.

3.12 Purchase Orders

3.12.1 PURCHASE ORDER SUFFICIENCY. A Purchase Order issued by an authorized person that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Purchase Order.

3.12.2 PURCHASE ORDER TERMS. All Purchase Orders are subject to the Contract Terms and Conditions; a Purchase Order cannot modify the Contract Terms and Conditions.

3.12.3 PURCHASE ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Purchase Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Purchase Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Purchase Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.

3.12.4 SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Purchase Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract and (b) the Contract was created in ProcureAZ as something other than a "Master/ Blanket" type.

3.12.5 NO MINIMUMS OR COMMITMENTS. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Purchase Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Purchase Orders; and (d) State is not limited as to the number of Purchase Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Purchase Order or, if applicable, a Co-Op Buyer issues it.

3.12.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

3.13 Other Contractors

State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's

employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work.

3.14 Work on State Premises

3.14.1 COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. Contractor shall comply with State security requirements in order to deliver, install, or perform at that particular location, without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract.

3.14.2 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall promptly repair or replace any damage it caused and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*].

3.15 Advertising, Publishing and Promotion of Contract

Contractor shall not advertise, promote, or otherwise use information concerning the Contractor commercial benefit without the prior written approval of Procurement Officer, which approval Procurement Officer may withhold at his or her discretion.

4.0 Costs and Payments

4.1 Payments

4.1.1 PAYMENT DEADLINE. State shall make payments in compliance with Arizona Revised Statues Titles 35 and 41. Unless stated otherwise in the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in ProcureAZ and provided a current IRS Form W-9 or an equivalent form to the State unless excused by law from providing one.

4.1.2 PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Vendor Offer.

4.2 Applicable Taxes

4.2.1 CONTRACTOR TO PAY ALL TAXES. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

4.2.2 TAX INDEMNITY. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well any

related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

4.3 Availability of Funds for the Next State fiscal year

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

4.4 Availability of Funds for the current State fiscal year

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

4.4.1. Accept a decrease in price offered by the contractor;

4.4.2. Cancel the Contract; or

4.4.3. Cancel the contract and re-solicit the requirements

5.0 Contract Changes

5.1 Amendments

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

5.2 Assignment and Delegation

5.2.1 IN WHOLE. Contractor shall not assign or delegate its duties under the Contract, in whole or in part, without Procurement Officer's prior written consent; Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

5.2.2 IN PART. Subject to paragraph 3.9 (*Subcontracts*) with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

6.0 Risk and Liability

6.1 Risk of Loss

Contractor shall bear all risk of loss to Materials if, and as, those duties are within the scope of the Work, until they have been accepted as conforming by State in the manner specified in the Purchase Order, or as specified generally elsewhere in the Contract if the Purchase Order does not provide particulars. Risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2 Basic Indemnification

6.2.1 CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless State Indemnitees from Indemnified Basic Claims that: (a) are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor Indemnitor; (b) arise out of or are recovered under worker compensation laws; and/or (c) arise out of a Contractor Indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor Indemnitors shall indemnify the relevant State Indemnitees from and against Indemnified Basic Claims in all instances except where the Indemnified Basic Claim

arises solely from those State Indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor Indemnitors with respect to State Indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor Indemnitors. In consideration of the award of the Contract by a State Indemnitee, Contractor hereby waives all rights of subrogation against State Indemnities for losses arising from the Work.

If Contractor is a public agency, this paragraph does not apply and subparagraph 6.2.1 below applies instead.

6.2.2 PUBLIC AGENCY. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

6.2.3 If Contractor is not a public agency, this paragraph does not apply and subparagraph above applies instead.

6.3 Patent and Copyright Indemnification

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorney fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
3. State may elect to participate in such action at its own expense; and
4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this paragraph 6.3 does not apply.

6.4 Force Majeure

6.4.1 DEFINITION. For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.10 (*Performance in Public Health Emergency)*, declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

6.4.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party

shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

6.4.3 EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

6.4.4 DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.

6.5 Third Party Antitrust Violations

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

7.0 Warranties

7.1 Liens

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

7.2 Conformity to Requirements

Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.

7.3 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for 1 (one) year after acceptance by the State of the materials, they shall be:

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

7.3.2. Fit for the intended purposes for which the materials are used;

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

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

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

7.4 Inspection/Testing

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

7.5 Compliance with Laws

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

7.6 Survival of Rights and Obligations after Contract Expiration or Termination

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

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

7.7 Contractor Personnel

Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.8 Intellectual Property

Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

7.9 Operational Continuity

Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.2 (*Assignment and Delegation*) that expressly recognizes the event.

7.10 Performance in Public Health Emergency

Contractor warrants that it will:

1. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and
2. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.4 (*Force Majeure*) for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.

7.11 Lobbying

7.11.1 PROHIBITION.

(a) Contractor warrants that:

i. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and

ii. upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

(b) Contractor shall implement and maintain adequate controls to assure compliance with *(a)* above.

(c) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.11.2 EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

8.0 State's Contractual Remedies

8.1 Right to Assurance

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

8.2 Stop Work Order

8.2.1. The State may, at any time, by written order to the Contractor (the "Stop Work Order"), require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State in the Stop Work Order. The order shall be specifically identified as a Stop Work Order issued under this clause. Upon receipt of the Stop Work 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 Stop Work Order during the period of work stoppage.

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

8.3 Non-exclusive Remedies

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

8.4 Nonconforming Tender

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

8.5 Right of Offset

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

9.0 Contract Termination

9.1 Cancellation for Conflict of Interests

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

9.2	**Gratuities**	The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
9.3	**Suspension or Debarment**	The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
9.4	**Termination for Convenience**	The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.
9.5	**Termination for Default**	9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor. 9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand. 9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
9.6	**Continuation of Performance Through Termination**	The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10.0 Contract Claims

10.1	**Claim Resolution**	Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to the Arizona Procurement Code, including judicial review under A.R.S. § 12-1518.
10.2	**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).

End of Section 2-D
End of Part 2

Attachment 3-C
Proposed Subcontractors

Check "NO" if you **WILL NOT** subcontract any portion of the Work and will therefore be carrying out all of the Work with your own personnel.

○	NO, the Offeror will not subcontract any portion of the Work.

If you WILL subcontract any portion of the Work, check "YES" below and list name of persons or companies you propose to use as subcontractors.

1. Fill in the information for every significant subcontractor – indicate the type of work the subcontractor will perform under the Contract, and their approximate percentage of the total Contract work.
2. Provide copies of relevant certifications each one possesses in the Attachment Supplements section.
3. Provide description of quality assurance methods and quality control measures that you will use to ensure that Subcontractor work meets the Contract requirements.
4. State may demand additional information about proposed subcontractors as a precondition of award.

●	YES, the Offeror will use the Subcontractors listed below:

	Name and contact information	Small Business	Work to be performed	%
1.	Gila Electronics 2481 E Palo Verde St Yuma, AZ 85365 (928) 726-0896	YES	Front-line sales, support, engineering, and field service as a regional Manufacturer's Representative ("MR") of Motorola serving primarily Yuma, La Paz, and Mohave counties.	5
2.	ADW Communications 14350 N 87th St #145 Scottsdale, AZ 85260 (480) 291-6820	YES	Provides turnkey project management, engineering, and construction services for wireless infrastructure.	5
3.	Mangum Civil Constructors, Inc., 1075 E Salter Dr Phoenix, AZ 85024 (602) 466-3926	YES	Full range of construction and technical services in the general and wireless construction industry and are an "In-House" builder with it's own civil, tower, DC and fiber crews	5
4.	High Desert Communications, Inc., 372 W Cullumber Ave Gilbert, AZ 8523 (480) 632-0020	NO	Full service communication site/tower design, engineering, installation, and ongoing support.	5
5.	NB Construction, Inc., 16602 N 23rd Ave Ste 111 Phoenix, AZ 85023 (480) 947-3599	NO	Provider of wireless communications site development services for government, enterprise and commercial carriers.	5

6.	Arizona West Builders, Inc., 7515 S Atwood Mesa, AZ 85212 (480) 988-3630	NO	Licensed general contractor that specializes in "turn-key" construction and maintenance solutions for the cellular industry including tower erection, foundations, excavations, electrical, RF and microwave installation/services, site surveys, power and Telco coordination services.	5
7.	Pyramid Network Services, LLC. 6615 Towpath Road East Syracuse, NY 13057 (315) 701-1300	NO	Pyramid is Motorola Solutions largest preferred vendor for site development services across the United States and Canada, and has completed over 340 distinct public safety projects. Pyramid Network Services—is a leading nationwide turnkey communications systems contractor delivering cost effective solutions to design, develop and deploy wireless communications networks for both commercial carriers AND Federal, State, & Local public safety agencies.	5

End of Attachment 3-C

Attachment 5-B

Conformance Statements

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ PARAGRAPH **ERROR! REFERENCE SOURCE NOT FOUND.** OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

CONFORMANCE TO THE INSTRUCTIONS:
(PART 3 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

○ YES – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents and attests that its Offer complies with both.

● NO – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 1**.

CONFORMANCE TO THE TECHNICAL DOCUMENTS:
(PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

○ YES – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both.

● NO – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 2**.

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS:
(PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

○ YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices, in Part 2 of the Solicitation Documents and attests that its Offer complies with both.

● NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 3**.

ATTACHMENT 5-B Supplement No. 1:

Exceptions to Instructions

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 1-A: Solicitation Details		
x	x	x
x	x	x
x	x	x
Section 1-B: Instructions to Offerors		
6.3 Cost or Pricing Data	Pursuant to A.R.S § 41-2543 per A.A.C. R2-7-702(B)(2), Motorola certifies to the best of its knowledge and belief the pricing provided within its response is accurate, complete and current. Motorola will cooperate with reasonable requests for pricing validity information but will not be required to provide its internal cost and pricing data which it considers confidential and proprietary information.	9.16.19 See attached Change Log to Attachment 5-B Exceptions, ("5-B Change Log").

Motorola Solutions, Inc.

Company Name

Signature of Person Authorized to Sign

NOTE: Offeror must sign and return all Attachment 5-B Supplements Nos. 1 – 3 (even if not submitting exceptions)

ATTACHMENT 5-B Supplement No. 2:

Exceptions to Technical and Commercial

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 2-A: Scope of Work (Technical Document)		
2.49.4 E&M / DC Control	Comply with clarification, No DC Control, Exception on DC Contact Keying	9.16.19 See attached 5-B Change Log for all Section 2-A.
2.52.1 Physical Construction	Comply w/ one exception 36.8 lbs x	
2.52.5	Exception 10Mhz to 1050Mhz (useable from 100kHz); Optional to 2700MHz	
2.55.1 x	Exception 10Mhz to 1050Mhz (useable from 100kHz); Optional to 2700MHz	
3.23.1x	Exception- PTP820 doesn't provide way-side service channel.	
3.37 Feed Connection	Exception-TNC connectors	
3.39.1	Exception – 100/200KHz options not supported (OK) - cnReach is a software defined radio. In 900 MHz MAS band current max bandwidth is 50 kHz but 100/200 kHz channels can be added via roadmap.	
Capacity Received Signal Level (RSL) in dBm (c) 28 - DS-1 / 10 MHz -73 76 73 76 77	Exception-not offered	
Capacity Received Signal Level (RSL) in dBm d) 84 - DS-1 / 30 MHz -68 72 69 71 73	Exception not offered	

Capacity Received Signal Level (RSL) in dBm (b) 28 - DS-1 / 10 MHz -80	Exception not offered	
Capacity Received Signal Level (RSL) in dBm (c) 84 - DS-1 / 30 MHz -67 73	Exception not offered	
Capacity Received Signal Level (RSL) in dBm (b) 28 - DS-1 - 78	Exception not offered	
Capacity Received Signal Level (RSL) in dBm (c) 84 - DS-1 - 68 73	Exception not offered	
4.5.1	**Exception-Motorola has a 2-yr standard warranty on microwave and LMR antennas. If any products are discontinued Motorola will be able to provide spare parts and repair for a period of 7 yrs.**	
5.15.12	Motorola does not support DC control	
5.16.2 Panel Wiring/Remote Electronic Circuitry- FPD consoles (a)	Exception CAT5e cable range is only 100 mts. However, Motorola can provide a fiber link to connect the base station to the Conventional interface.	
5.16.2 Panel Wiring/Remote Electronic Circuitry- FPD consoles (b)	Exception CAT5e cable range is only 100 mts. However, Motorola can provide a fiber link to connect the base station to the Conventional interface.	
5.16.5 Maintainability (a)	Exception Motorola's CCGWs can support from 1 to 8 channels per module.	

Section 2-B: Commercial Document

Section 2.1 Contractor Best Pricing	Motorola takes exception to this provision and requires its removal.	Motorola Solutions builds communication equipment, systems and solutions that do not fit within a standard conventional pricing framework. Due to the unique pricing and design specifications for each customer's communication equipment, system and solution requirements, Motorola Solutions cannot guarantee that the pricing offered in this proposal is no higher or lower than prices offered to other customers. 9.16.19 See attached x5-B Change Log.

Motorola Solutions, Inc.

Company Name

Signature of Person Authorized to Sign

NOTE: Offeror must sign and return all Attachment 5-B Supplements Nos. 1 – 3 (even if not submitting exceptions)

ATTACHMENT 5-B Supplement No. 3:

Exceptions to Contract Terms & Conditions

Article/ Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 3-A: Special Terms & Conditions		
Section 6.1 Contractor Insurance Indemnification Clause	Motorola complies with the general indemnification described in this section subject to removing the words “or intangible” and “arising or recovered under the Worker’s Compensation Law”.	Motorola believes that Workers Compensation is provided for and covered in Subsection 6.1.3. The proposed edits are consistent with the indemnification language agreed by the State in previous contracts, including ADSPO13-036880.9.16.19 See attached 5-B Change Log
Section 6.1 Contractor Insurance-Insurance Requirements	Please see the attached proposed modifications for how Motorola can comply with the State's insurance requirements	The parties have previously negotiated an insurance module in the Arizona Department of Transportation Solicitation # T11-43-00008, agreed as applicable to ADSPO13-036880. Motorola’s Corporate Insurance Department believes that the changes it has made to this section are in line with what has been previously negotiated and agreed upon between the State and Motorola. 9.16.19 see attached 5-B Change Log
Section 13.1 Applicability	Motorola complies with the language with the removal of the words 'or from others at State's behest.'	It is unclear if Motorola has a contractual relationship with the 3rd party. 9.16.19 See attached 5-B Change Log

Section 13.2 Data Protection & Confidentiality	Motorola proposes the following language in lieu of the RFP language: Contractor warrants that, to the extent the Work includes (1) or (2) above, it will establish and maintain procedures and controls for ensuring that State's proprietary and sensitve data is protected from unauthorized access and that information obtained from the State in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. Contractor, the third party manufacturer, and the copyright owner of any non-Contractor software own and retain all of their repective proprietary rights in the equipment and software, and nothing in this Article 13 is intended to restrict their proprietary rights. All intellectual property developed, originated, or prepared by Contractor in connection with providing to State the Work remain vested exclusively in Contractor, and this Article 13 does not grant to State, either directly or by implication, estoppel, or otherwise, any right, title or interest in Contractor's Proprietary Rights.	The RFP language "all data created by Contractor" in the next to last sentence of the first paragraph in this section implies transfer of IP rights, which is not contemplated in the work Motorola would be performing. 9.16.19 See attached 5-B Change Log.
Section 13.2.1 Data Protection & Confidentiality	Motorola complies with the language in 13.2.1.a and b with the following suggested modifications: (1) with the replacement of 'immediately' with 'promptly' and (2) in 13.2.1.b with the insertion of 'reasonably' at the beginning of the statement. Motorola takes exception to 13.2.c and requests its removal.	Motorola requests these modifications to be in line with industry standard language. Regarding 13.2.c., it is not reasonably practicable to notify the State to every possible threat which might affect the system. 9.16.19 See attached 5-B Change Log.
Section 13.2.2 Data Protection & Confidentiality	**Motorola complies with the language in 13.2.2.a with the insertion of 'except as required by law' a the beginning of the statement.**	**Motorola requests these modifications to be in line with industry standard language.** 9.16.19 See attached 5-B Change Log.
Section 13.3.2 Personally Identifiable Information	**Motorola clarifies that it maintains industry standard security measures to protect the Solution from intrusion, breach, corruption, or other security risk. Please see Section 4.1 of the attached Subscription Services Addendum for more information on Motorola's compliance with security standards.**	**Motorola asserts it is CJIS compliant.** 9.16.19 See attached 5-B Change Log.

Section 14.3.3 Access Control	**Motorola proposes the inclusion of the following language within this section: To the extent permitted by law, State retains ownership of State Data. State grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such State Data for the purpose of providing the Subscription Services to State, other Motorola customers and end users. In addition to the rights listed above, State grants Motorola a license to sell an Anonymized version of State Data for any purpose.**	**Motorola requests the ability to retain rights to use anonymized and derivative data for purposes of improving its product.** 9.16.19 See attached 5-B Change Log.
Section 14.4 Pass-through Indemnity	**Motorola proposes the language in Section 3 of the Additional Provisions in place of the RFP language regarding infringement indemnity:**	**Motorola requests the use of its standard intellectual properity infringement indemnities for its solutions.** 9.16.19 See attached 5-B Change Log.
Section 14.8.2.b Information Technology Warranty	**Motorola proposes the following language in lieu of the RFP: At Customer's request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Motorola will respond to any reported problem as an escalated support call.**	**As is industry standard, Motorola does not provide a warranty against worms and viruses.** 9.16.19 See attached 5-B Change Log.
Section 14.11.2 Cloud Applications	**Motorola requests 'serious flaws' be expressly defined. Motorola will not allow either State or third-party penetration testing from within Motorola's system**	**Requested definition to clarify between the parties what errors are agreed as serious meriting correction. Motorola's security policies do not allow outside-Motorola entities access to Motorola's internal system for penetration testing.** 9.16.19 See attached 5-B Change Log.

Section 14.11.3 Cloud Applications	**Motorola proposes the following language: Contract will submit a copy of system logs specific to the State from cloud system to State of AZ security team on an annual basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).**	**Motorola requests clarity on what logs are being requested and the proposed regularity of such requests.** 9.16.19 See attached 5-B Change Log.
Section 15.1 Drug Testing Program	**Motorola affirms that all employees are required to submit to a five-panel drug screen at the time of hire, where permitted by law. If Motorola is awarded the contract, Motorola agrees to discuss the need for additional drug tests of Motorola employees and to negotiate a contractual provision that is mutually acceptable and compliant with applicable law. However, in no event can Motorola agree to waive the rights of its employees, nor can Motorola provide the Customer with any information protected by law, including but not limited to drug test results.**	**Motorola cannot agree to waive the rights of its employees or to providing information protected by law, including drug test results.** 9.16.19 See attached 5-B Change Log.

Article/ Paragraph or Appendix Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 3-B: Uniform Terms & Conditions		
Section 3.1 Books and Records; Audit	Motorola understands and will comply with all applicable Arizona statutes with the clarifying assertion that Motorola considers its books and records, including those related to product cost data, to be trade secrets, confidential or proprietary and as may be provided by Arizona law, should not be used, duplicated or disclosed to any other third party.	Motorola considers its internal books and records confidential and proprietary information. 9.16.19 See attached 5-B Change Log.

Section 3.4 Inspection and Testing	Motorola acknowledges the State's right to inspect materials, equipment and workmanship at Motorola manufacturing or staging facilities for the limited purpose of evaluating Motorola's performance of this Agreement. Motorola requires thirty days' written notice prior to the inspection of any facility and the State will be responsible for its own costs associated with such inspection. Motorola will restrict inspection of its facilities to areas that are relevant to the performance of the Contract, and to areas which Motorola Solutions does not consider confidential or proprietary in nature. A Motorola representative must accompany State's employees at all times."	Motorola requires sufficient notice of State's intent to inspect Motorola facilities. 9.16.19 See attached 5-B Change Log.
Section 3.8 Ownership of Intellectual Property	It is Motorola's understanding from past dealings with the State Procurement Office that the State is not interested in obtaining ownership interest in any intellectual property and accordingly, these sections, or any other section that may give ownership rights in intellectual property, are not applicable and be of no cause and effect in this contract.	Motorola is providing products and services that are commercially available to any customer and does not intend to perform any Works For Hire. The Pricing included in Motorola's proposal does not reflect the transfer of any intellectual property rights to the State. If performance results in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), such Discoveries and the intellectual property embodied therein will be owned exclusively by Motorola. If subsequently the State elects to purchase and Motorola elects to sell development services that are intended to result in a new product to be owned by the State, the parties will execute a separate development or Work for Hire agreement. 9.16.19 See attached 5-B Change Log.

Section 6.2 Basic Indemnification	Motorola proposes that all indemnification be handled as provided for in Subsection 6.1- Indemnification of the Special Terms and Conditions.	Motorola believes that Workers Compensation is provided for and covered in Subsection 6.1.3 of the Special Terms and Conditions in Section 2-C. The proposed edits are consistent with the indemnification language agreed by the State in previous contracts, including ADSPO13-036880. 9.16.19 See attached 5-B Change Log.
Section 6.3 Patent and Copyright Indemnification	Please see Section 3 of the attached Additional Provisions which describe Motorola's IP Infringement Indemnifications.	Motorola requests the use of its standard intellectual properity infringement indemnities for its solutions. 9.16.19 See attached 5-B Change Log.
Section 7.2 and 7.3 Conformity and Quality	Please see the attached Section 1 of the Additional Provisions below which explain Motorola's suggested way to address warranty which is in a like manner as in the current contracts between the parties for similar products (i) ADSPO13-036613 and (ii) ADSPO13-036880.	Motorola proposes addressing the State's warranty requirements in a manner consistent with previous contracts. 9.16.19 See attached 5-B Change Log.
Section 9.5.3 Termination for Default	Motorola complies subject to excess costs being reasonable and for materials and services not exceeding that specified in the contract less the unpaid portion of the contract price.	Motorola proposes the suggested modifications to clarify termination costs to be reasonable. 9.16.19 See attached 5-B Change Log.
5C Insurance Certificate	Please see Motorola's Evidence of Coverage Certificate and modifications to the Special Terms and Conditions, Section 6.2, for Motorola's coverage details. Motorola agrees all COI, endorsements and waivers must be valid and provided via email to State Contract Manager within 30 days of contract execution and before any work commences. Motorola's surety requires a signed agreement prior to issuing COI.	9.16.19 See attached 5-B Change Log.

Motorola Solutions, Inc.

Company Name | Signature of Person Authorized to Sign

NOTE: Offeror must sign and return all Attachment 5-B Supplements Nos. 1 – 3 (even if not submitting exceptions)

End of Attachment 5-B

ails			
	x		
Offerors			
R.S § 41-2543 per A.A.C. R2-7-702(B)(2), es to the best of its knowledge and belief vided within its response is accurate, current. Motorola will cooperate with quests for pricing validity information but ired to provide its internal cost and pricing onsiders confidential and proprietary	Public exposure of Motorola's internal costs and pricing would put it at a severe competitive disadvantage.	Rejected, exception not accepted. Catalog/list pricing along with % off list data is required as part of soliciataion and is not considered confdential per R2-7-103.	7/ 8-

ment No. 2:

nd Commercial

oposed Changes / Alternate Language	Rationale for Proposed Change	State Response	
(Technical Document)			8/ th M ex
rification, No DC Control, Exception on DC Contact	x	Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/
exception 36.8 lbs x	x	Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/
nz to 1050Mhz (useable from 100kHz); Optional to	x	Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/
nz to 1050Mhz (useable from 100kHz); Optional to		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/
820 doesn't provide way-side service channel.		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/

		concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	re
ffered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/ re
ffered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/ re
ffered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/ re
ffered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/ re
ffered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/ re
orola has a 2-yr standard warranty on microwave nnas. If any products are discontinued Motorola provide spare parts and repair for a period of 7		Accept, the State will accept the exception with End Of Life Notification being provided in writing and buyer being notified of End Of Life Notification at time of order placement.	7/
ot support DC control		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/
5e cable range is only 100 mts. However, Motorola can		Accept, the exception is accepted by the State as a clarification. As	7/

		stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	
exception to this provision and requires its removal.	Motorola Solutions builds communication equipment, systems and solutions that do not fit within a standard conventional pricing framework. Due to the unique pricing and design specifications for each customer's communication equipment, system and solution requirements, Motorola Solutions cannot guarantee that the pricing offered in this proposal is no higher or lower than prices offered to other customers.	Rejected, exception not accepted. The State requires standardization and uniformity of contract language across its suppliers.	7/ M to 8/ la Pr of Ag C co th Ag pr pr th Ag co se si cu w pu sa se lik si co Th gu di Fe pa

ment No. 3:

rms & Conditions

oposed Changes / Alternate Language	Rationale for Proposed Change	State Response
& Conditions		

		FINAL Attachment 5-A Confidential Information Designation - State Response 8-8-19	as po co in no ar ca M its po
attached proposed modifications for how Motorola can State's insurance requirements	The parties have previously negotiated an insurance module in the Arizona Department of Transportation Solicitation # T11-43-00008, agreed as applicable to ADSPO13-036880. Motorola's Corporate Insurance Department believes that the changes it has made to this section are in line with what has been previously negotiated and agreed upon between the State and Motorola.	Rejected, exception not accepted. Please be specific in your request for a exception. Exceptions from previous contracts (7-9 years old) may not be acceptable. 8-8-19 Please see attachment FINAL Attachment 5-A Confidential Information Designation - State Response 8-8-19 9-6-19 State will discuss duiring meeting on 9/9/19	9. re di pl co
ies with the language with the removal of the words 'or State's behest.'	It is unclear if Motorola has a contractual relationship with the 3rd party.	Rejected, exception not accepted. The State requires standardization and uniformaity of contract language across its suppliers.	7/ 8/ ba up ap M re ta
ses the following language in lieu of ge: ants that, to the extent the Work 2) above, it will establish and maintain controls for ensuring that State's sensitve data is protected from ccess and that information obtained n performance of its contractual duties ed, misused, or inappropriately closed. Contractor, the third party nd the copyright owner of any non- ware own and retain all of their etary rights in the equipment and othing in this Article 13 is intended to prietary rights. All intellectual ped, originated, or prepared by nnection with providing to State the sted lusively in Contractor, and this not g to State, either directly or by ppel, or otherwise, any right, title or	The RFP language "all data created by Contractor" in the next to last sentence of the first paragraph in this section implies transfer of IP rights, which is not contemplated in the work Motorola would be performing.	Rejected, exception not accepted. The State requires standardization and uniformaity of contract language across its suppliers. 7/25/19 - State added langauge - Upon the issuance of a Task Order, requirements will be defined. IP rights will not be transferred	8/ St la da

which might affect the system.			
ies with the language in e insertion of 'except as a the beginning of the	Motorola requests these modifications to be in line with industry standard language.	Rejected, exception not accepted. The State requires standardization and uniformaity of contract language across its suppliers. 7-25-19 - The State accepts the addition "except as required by law"	8/ St la da 7/
s that it maintains industry ty measures to protect the trusion, breach, corruption, risk. Please see Section 4.1 of bscription Services Addendum ation on Motorola's security standards.	Motorola asserts it is CJIS compliant.	Rejected, exception not accepted. The State requires that you meet the States requirements at a minimum.	7/ M St re re 8/ 9/
ses the inclusion of the ge within this section: ermitted by law, State retains ate Data. State grants Motorola ractors a personal, royalty-free, cense to use, host, cache, store, , modify combine, analyze, es from, communicate, , display, and distribute such ne purpose of providing the rvices to State, other Motorola end users. In addition to the ve, State grants Motorola a n Anonymized version of State rpose.	Motorola requests the ability to retain rights to use anonymized and derivative data for purposes of improving its product.	Rejected, exception not accepted.	7/ 8/
ses the language in Section 3 l Provisions in place of the egarding infringement	Motorola requests the use of its standard intellectual properity infringement indemnities for its solutions.	Rejected - Any compromise in wording of the Indemnification clause that reduces protection or shifts liability back to the State of Arizona are in direct violation of A.R.S. § 41-621 and A.R.S. § 35-154. The State cannot accept this exception.	7/ M 8/ ac 9/ wi
ses the following language in At Customer's request, ake every reasonable effort to pecific anti-virus, anti-worm, atches against a replication of lication. Motorola will respond problem as an escalated	As is industry standard, Motorola does not provide a warranty against worms and viruses.	Rejected, exception not accepted. (b) the COTS software will, **to the best of its knowledge**, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and	7/ M ac 8/ la

	allow outside-Motorola entities access to Motorola's internal system for penetration testing.		re is
ses the following language: Contract will submit a copy specific to the State from cloud system to State of AZ n an annual basis to be added to the State SIEM ation Event Monitor) or IDS (Intrusion Detection	Motorola requests clarity on what logs are being requested and the proposed regularity of such requests.	Rejected, exception not accepted. 7/25/19 - State added langauge - Upon the issuance of a Task Order, requirements will be defined.	7/ 8/ w S re is
s that all employees are mit to a five-panel drug screen re, where permitted by law. If rded the contract, Motorola ss the need for additional drug a employees and to negotiate a vision that is mutually compliant with applicable law. event can Motorola agree to of its employees, nor can e the Customer with any ected by law, including but ug test results.	Motorola cannot agree to waive the rights of its employees or to providing information protected by law, including drug test results.	Rejected, exception not accepted.	7/ 8/ c 7/ li a e b M e
& Conditions			
rstands and will comply with all ona statutes with the clarifying Motorola considers its books and ing those related to product cost data, crets, confidential or proprietary and as ed by Arizona law, should not be used, isclosed to any other third party.	Motorola considers its internal books and records confidential and proprietary information.	Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions.	6/ M St st cl M pr pr 8/ co co re M

sponsible for its own costs associated ection. Motorola will restrict inspection o areas that are relevant to the f the Contract, and to areas which ions does not consider confidential or nature. A Motorola representative must ate's employees at all times."			pr 7/ re 8/
understanding from past dealings with urement Office that the State is not otaining ownership interest in any perty and accordingly, these sections, ection that may give ownership rights in perty, are not applicable and be of no ct in this contract.	Motorola is providing products and services that are commercially available to any customer and does not intend to perform any Works For Hire. The Pricing included in Motorola's proposal does not reflect the transfer of any intellectual property rights to the State. If performance results in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), such Discoveries and the intellectual property embodied therein will be owned exclusively by Motorola. If subsequently the State elects to purchase and Motorola elects to sell development services that are intended to result in a new product to be owned by the State, the parties will execute a separate development or Work for Hire agreement.	Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions. If it's not applicable, Offeror shall just ignore this section.	6/ M ar th ar no pl 8/ di pr co ag
oses that all indemnification be handled in Subsection 6.1- Indemnification of rms and Conditions.	Motorola believes that Workers Compensation is provided for and covered in Subsection 6.1.3 of the Special Terms and Conditions in Section 2-C. The proposed edits are consistent with the indemnification language agreed by the State in previous contracts, including ADSPO13-036880.	Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions.	6/ M ge go wi C in te co 03 7/ re

e attached Section 1 of the Additional ow which explain Motorola's suggested s warranty which is in a like manner as contracts between the parties for similar SPO13-036613 and (ii) ADSPO13-	Motorola proposes addressing the State's warranty requirements in a manner consistent with previous contracts.	Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions.	
olies subject to excess costs being d for materials and services not specified in the contract less the unpaid contract price.	Motorola proposes the suggested modifications to clarify termination costs to be reasonable.	Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions. Please see Uniform Terms and Conditions, Section 8 State's Contractual Remidies the State may choose to use prior to Contract Termination.	
otorola's Evidence of Coverage Certificate ons to the Special Terms and ction 6.2, for Motorola's coverage la agrees all COI, endorsements and e valid and provided via email to State ger within 30 days of contract before any work commences. ety r res a signed agreement prior to		Rejected, exception not accepted. The State provides the following clarification: You have 30 days from award (Agreement) to provide Certificates Of Insurance. Pursant to Section 3-A: Instructions to Offerors, 3.0 Offer Preparation, 3.6 Insurance, All COI, endorsements, and waivers must be valid, in place and provided via emailed to the Contracts Manager within 30 days after award and before any work commences as called for in Attachment 5-C [Insurance].	

6.0 Risk and Liability

6.1 Contractor Insurance

Please see following proposed modifications to the Insurance provisions. Motorola also encloses its Evidence of Coverage certificate.

Insurance Requirements

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

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

Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability (CGL) – Occurrence Form

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

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $50,000
- Each Occurrence $2,000,000

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

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than $500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should it be included with the Professional Liability.

Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."

2. Business Automobile Liability

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

- Combined Single Limit (CSL) $1,000,000

Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
  - o Each Accident $1,000,000
  - o Disease – Each Employee $1,000,000
  - o Disease – Policy Limit $1,000,000

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

4. Professional Liability (Errors and Omissions Liability) **including Technology Errors & Omissions and Network Security (Cyber) and Privacy Liability**

- Each Claim $2,000,000
- Annual Aggregate $6,000,000

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, 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.

The policy shall cover Contractor's professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs Contractor provides under this contract.

Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit monitoring, defense and claims expenses, regulatory defense

costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption,.

Commercial Crime –including employee dishonesty covering liability against direct and verifiable losses of money, securities, products, equipment, material and other property of the State caused by theft or forgery, computer fraud or fund transfers by identifiable employees of in the following limits:

- $2,000,000 each claim
- $5,000,000 annual aggregate

~~The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.~~

~~Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.~~)

4. Installation Floater

- Coverage amount is $___TBD At Award of Contract based on Value_____

Policy shall contain an Additional Insured endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.

The State of Arizona and the Department shall be named as loss payee as its interest may appear.

Coverage shall be written on an all risk, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing/commissioning.

Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Arizona, has an insurable interest in the property required to be covered.

Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State of Arizona.

The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, testing and commissioning, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.

Policy shall contain a Waiver of Subrogation endorsement, as required by written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities,

Comment [DAB1]: 9.16.19 After further consultation with its broker and underwriter, Motorola cannot agree to the inclusion of the Additional Insured endorsement within the Professional Liability Policy. It is however, included within the CGL policy.

officers, officials, agents, and employees for losses arising from work performed by the Contractor for the State of Arizona.

Contractor is responsible for the payment of all deductibles under the Installation Floater.

Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies (excluding the Professional Liability policy) as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation

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

Acceptability of Insurers

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

Verification of Coverage

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

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

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. In the event of a claim from a third party naming the State of Arizona with allegations arising directly out of the products and/or services rendered by Motorola under this contract, the State of Arizona reserves the right to request Motorola as Contractor to provide access to any and all policy(ies) required by the insurance requirements, including all endorsement(s), within 30 business days of such request. Contractor will be permitted to redact any references or endorsements to other customer (non-State of Arizona) information before providing access to the policies.

Subcontractors

Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid

and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time

throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications

Upon 60 days' notice to Contractor, tThe Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action, but will be subject to commercially available terms and conditions on the marketplace.)

Exceptions

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

Comment [K2]: The State would need to make 60 day's notice to Motorola of any change in the insurance requirements and be subject to commercially available terms and conditions in the marketplace and not result in increased premium charges to Motorola. Otherwise, this paragraph is unacceptable. **8.28.19 Procurement will check with Risk Mgmt, but agreed 60 days was reasonable. 9/9/19 State can agree with exception of 'result in increased premium to Motorola' which such event might occur due to legislative changes.. if high/ significant premium increase then State may agree to a price increase.**
9/12/19 Motorola risk and finance agreed with exclusion of 'increased premium charges to Motorola' and includes the 60 days' notice and available marketplace conditions in this revision.
9.13.19 State will double check with risk mgmt; tentatively accept, State to confirm.

Motorola Solutions, Inc.

Change Log to State of Arizona – Additional Provisions-Supplemental Terms – ADSPO19-00008376

The following are changes that Motorola Solutions, Inc. is submitting to our original proposal submitted on September 4, 2018.

Attachment A

For purposes of showing precedence and the parties' past course of doing business, Solicitations # ADSPO13-036880 and ADSPO13-036613, which are the current contracts between the Parties for similar products, contain Additional Provisions for limitation of liability, warranty and the inclusion of Motorola's Software License Agreement. With this in mind, Motorola proposes for the State's consideration the inclusion of the following items:

Section 1:

1.1 EQUIPMENT WARRANTY. During the Warranty Period established in the State of Arizona contract resulting from ADSPO19-00008376, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

1.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 1 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software.

1.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

1.4. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for

the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

1.5. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

1.6. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

"Warranty Period" means ~~one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.~~the applicable category warranty period defined in the State of Arizona ADSPO19-00008376.

Section 2 LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement and to the extent permitted by State of Arizona law. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement.

Section 3 Intentionally Deleted. ~~PATENT AND COPYRIGHT INFRINGEMENT.~~

~~Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.~~

~~If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.~~

~~Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the~~

~~combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.~~

~~This Section provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section are subject to and limited by the restrictions set forth in Motorola's Limitation of Liability.~~

Attachment B. SOFTWARE LICENCE AGREEMENT: For the purposes of showing precedence and the parties past course of doing business, in the Arizona Department of Transportation Solicitation # T11-43-00008 contract dated September 2, 2010, the State of Arizona's Attorney General agreed to an additional provision that provided for licensing of software in accordance with Motorola's Software License Agreement, which was contemplated in ADSPO13-036880. With this in mind, Motorola's Software License Agreement is attached and proposed for inclusion in this contract.

Attachment B

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and the purchaser of products containing Motorola software under the State of Arizona's Agreement from RFP ADSPO19-00008376 ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee’s use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola’s copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee’s use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create

derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola

does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the

United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/06/24	**AGENDA ITEM:** 4.E. FD -Cooperative Contract Purchase Addendum (CCPA) No. 2024143 between the City of Buckeye, an Arizona municipal corporation, and L.N. Curtis & Sons Inc., dba Curtis, a California corporation
DATE PREPARED: 02/05/24	**DISTRICT NO.:** All
STAFF LIAISON: Jake Rhoades, Fire Chief, jrhoades@buckeyeaz.gov, (623) 349-6723	
DEPARTMENT: Fire	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024143 between the City of Buckeye, an Arizona municipal corporation, and L.N. Curtis and Sons Inc., dba Curtis, a California corporation, for the purchase of firefighting equipment and rescue tools with related supplies and accessories; and authorize the City Manager to execute and deliver said CCPA on behalf of the City.

SUMMARY

PROJECT DESCRIPTION:
For the purchase of personal protection equipment to replace expired equipment for existing members and new recruits. Purchase of additional fire equipment for personnel and engines.

BENEFITS:
Competitive pricing, use of local vendor, consistency of quality of products provided to members and ability to secure products within reasonable lead times are all beneficial.

FINANCIAL IMPACT STATEMENT:
Annual budget for personal protection equipment and fire services equipment will not be exceeded.

CURRENT FISCAL YEAR TOTAL COST:
$500,000

BUDGETED:
Yes

FISCAL YEAR:
2023

FUND/DEPARTMENT:
10002144

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
L.N. Curtis Contract 032620.pdf

CCPA No. 2024143 with Curtis and Sons.pdf

DocuSign Envelope ID: F29E8256-9191-451C-AFC6-8F089A10483A

Sourcewell

Solicitation Number: RFP #032620

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **L.N. Curtis & Sons**, 185 Lennox Lane, Suite 100, Walnut Creek, CA 94598 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members) in the United States only.

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires May 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

DocuSign Envelope ID: F29E8256-9191-451C-AFC6-8F089A10483A

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

C. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

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Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

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5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract within the United States. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

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The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

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10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

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If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

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remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

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1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event

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$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

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maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

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a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

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work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

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covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 5/5/2020 | 5:08 PM CDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 5/5/2020 | 8:49 PM CDT

L.N. Curtis & Sons

By: DocuSigned by: Nick Lawrence 105BA01D37894D8...

Nick Lawrence

Title: Special Programs Director

Date: 5/5/2020 | 6:44 PM PDT

RFP 032620 - Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Vendor Details

Company Name:	L.N. Curtis & sons
Does your company conduct business under any other name? If yes, please state:	Curtis
Address:	185 Lennon Lane Suite 110 Walnut Creek, CA 94598
Contact:	Nick Lawrence
Email:	NLawrence@LNCurtis.com
Phone:	510-499-4112
HST#:	

Submission Details

Created On:	Thursday January 23, 2020 10:16:32
Submitted On:	Thursday March 26, 2020 00:10:18
Submitted By:	Nick Lawrence
Email:	NLawrence@LNCurtis.com
Transaction #:	b5d08568-4a99-4569-a09e-e53cd565fff3
Submitter's IP Address:	98.210.41.56

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	L.N. Curtis & sons (Curtis)	*
2	Proposer Address:	185 Lennox Lane Suite 100 Walnut Creek, CA 94598	*
3	Proposer website address:	http://www.lncurtis.com/	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Nick Lawrence, Special Programs Director	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nick Lawrence, Special Programs Director 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 NLawrence@LNCurtis.com (510) 499-4112	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nick Lloyd, Executive Director of Sales 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 NLloyd@LNCurtis.com (740) 590-3446 Tim Henderson, Senior Vice President 4647 S. 33rd Street Phoenix, AZ 85040 THenderson@LNCurtis.com (510) 207-1568	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	L.N. Curtis & sons (Curtis) has a long history with emergency responders. Lloyd N. "Pop" Curtis founded our company in 1929. "Pop's" brother, Newton, had partnered with his brothers-in-law in Glendale, California to build a mechanical resuscitator - a first of its kind. The Depression of the early 30's interrupted many American lives. It most certainly hindered the sale of a resuscitator that was a very expensive piece of equipment for its day (as much as a new Chevy or Ford). Thus, "Pop" found himself trying to support a family and unable to make ends meet. He was, however, an extremely popular salesperson. It seemed firefighters liked him very much, respected his tenacity and were intent on keeping him afloat. It became their practice when "Pop" came around for a sales call to ask him "to pick up some fire boots and bring them next time he visited." Then fire boots turned into "Lloyd, we could use some turnouts on your next visit. How about it?" This is how L.N. Curtis & sons as we know it today was born. Finally, the economy improved enough that, with the addition of a very small inheritance, "Pop" was able to buy a car and get back on the road. His sons, Jay and Bill were named "partners" and the "L.N. Curtis" company immediately evolved into, "L.N. Curtis & sons." 451 Hudson Street in Oakland, California was the garage that opened the doors to what has become one of the most successful distributors of emergency responder equipment in the United States. "Pop", Jay, and Bill Curtis each worked diligently in every capacity to be successful and support their family. In fact, none of them ever retired and each worked actively in the business until their deaths. Salt Lake City, Utah, became the home for Curtis' second Customer Service and Operations Center. Jay Curtis' son-in-law, Steven L. Chandler, ran this division until his retirement in 2009. In 1945, Curtis' third Customer Service and Operations Center opened in Seattle, Washington. Eventually, three more Customer Service and Operations Centers have opened. These new Centers support customers in Southern California and Southern Nevada; the Southwest; and, U.S. Military customers world-wide. Bill Curtis managed Curtis from 1946 until 1988. Upon his death in 2005, Bill's son, Paul Curtis, became President and CEO of the company. Curtis' headquarters and the home of the Curtis' Pacific North Customer Service Center and Special Programs was moved in 2020 from Oakland, CA, to Walnut Creek, CA. Jeff Curtis, a great grandson of "Pop" Curtis is currently Vice President of Operations and Customer Service, while Roger Curtis, also a great grandson of "Pop" Curtis, is currently Vice President of Marketing and Administration. During subsequent years, four additions were made to the L.N. Curtis & sons' family of companies: ECMS, Firefighters Bookstore, Curtis Force Protection, and Curtis Blue Line. ECMS performs ensemble care and maintenance for emergency responders. ECMS includes six operations centers (Las Vegas, NV, Oakland, CA, La Mirada (Los Angeles), CA, Phoenix, AZ, Kent, WA, and Salt Lake City, UT). Firefighters Bookstore services emergency responders on a world-wide basis with educational and training services. Curtis Force Protection specializes in assisting federal agencies, located world-wide, with products and services supporting missions related to defense, security and enforcement. Curtis Blue Line (CBL) services law enforcement agencies and their members from six operations centers and retail stores. CBL locations are in Boise, ID, Kent, WA, Phoenix, AZ, Tigard, OR, Salt Lake City, UT, and West Sacramento, CA. Throughout the decades, Curtis' mission has remained constant: "L.N. Curtis & sons provides critical products and services that enable our nation's first responders to accomplish their missions and return safely home to family and friends." In honor of those we serve, Curtis established a corporate-wide trademark, "Tools for Heroes"

8	Provide a detailed description of the products and services that you are offering in your proposal.	Curtis' proposal to Sourcewell has been prepared to ensure full compliance to solicitation requirements. We have assembled a team from our stable of manufacturers to form a compilation of product catalogs representing those products related to this solicitation that are required and most in demand to support firefighting and rescue operations. The purpose of our proposal is to provide an array of the most common products used by today's Fire Service. CURTIS' offer includes one or more brands or styles for the following general product categories that are defined within the solicitation: 1. Personal Protective Equipment (PPE) 2. Breathing Air Compressor Systems 3. PPE-related Services	*
9	What are your company's expectations in the event of an award?	Curtis expects to: • Fulfill customer requirements, accurately, timely and with significant value • Curtis expects to make the ensuing contract very valuable to Sourcewell and to the membership • Curtis expects to make a fair profit	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer to the attachment, "Item 10 – Curtis Financials"	*
11	What is your US market share for the solutions that you are proposing?	Curtis estimates that we have between 50%-65% of our served markets that comprises the products contained in our proposal.	*
12	What is your Canadian market share, if any?	Curtis does not sell into the Canadian market.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Curtis has never petitioned or entered into bankruptcy protection.	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) Curtis is a distributor/dealer/reseller for all brands and models that are included in this proposal. Please note that written authorization from our manufacturers is available on request as there is no apparent place in the documentation section of the on-line submission process for inserting authorizations from the manufacturers included in this offer.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Curtis holds a license to conduct business in the thirteen Western States, with facilities in Washington, Oregon, Utah, Arizona, Idaho and California.	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Curtis has never been suspended or excluded (debarred) from participating in any program, contract, or other business opportunity by any customer or group of customers.	*

17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Curtis' proposal includes products representing the following categories and sub-categories: 1. PERSONAL PROTECTIVE EQUIPMENT (PPE) • Firefighter Protective Clothing (structural and proximity [aircraft]) o Turnout Jackets o Turnout Pants o Firefighting Boots o Firefighting Gloves o Firefighting Hoods • Wildland Fire Fighting Protective Gear o Wildland Jackets o Wildland Pants o Wildland Boots o Wildland Gloves o Wildland Hoods • Technical Rescue Protective Gear o Tech Rescue Jackets o Tech Rescue Pants o Tech Rescue Boots o Tech Rescue Gloves • Station-Wear o Blouses (shirts) o Jackets o Pants o Footwear • Self-Contained Breathing Apparatus (SCBA) o Back-Packs o Facepieces o Cylinders o Regulator o RIC UAC o PASS o Replacements parts and accessories • Miscellaneous PPE-related equipment o Belts o Packs o Other 2. BREATHING AIR COMPRESSOR SYSTEMS • Breathing Air Systems (mobile and stationary) • Fill Stations • Storage Systems 3. PPE-RELATED SERVICES • Pre-sales Support (requirements definition and support to specification development) • Post-Sales Support (sizing, use and care training, assistance during deployment, repair and maintenance) • Inspection, Cleaning & Repair Support (proposal includes providing the membership a Verified Independent Service Provider offering NFPA 1851-compliant inspection, cleaning, and repair of personal protective equipment)	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	None	*
19	What percentage of your sales are to the governmental sector in the past three years	Public sector agencies, including federal, state and local agencies, comprise in excess of 90% of total corporate sales. The balance are primarily sales to individuals, mainly those employed by the public sector.	*
20	What percentage of your sales are to the education sector in the past three years	Education entities comprised less than 1% of total corporate sales.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Curtis has several cooperative purchasing contracts in place at the state, regional and national levels. Of note: NPPGov: Sales on these multiple nation-wide contracts have gross sales, on average, of two-million dollars per reporting quarter. Houston-Galveston Area Council: Sales on these multiple nation-wide contracts have gross sales, of on average, approximately ten-thousand dollars per reporting quarter. GSA: Sales on this national/world-wide cooperative, of on average, approximately six-million dollars per year.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Curtis is conducting activities in support of our second twenty-year GSA contract (GSA Contract 47QSWA18D009Y). Sales have averaged in excess of six-million dollars, per year.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
The City of Los Angeles, CA City of Los Angeles Fire Department	Captain Joe Hill	213-485-6121	*
The County of Los Angeles, CA Los Angeles County Fire Department	Captain Tim Vanderlip	818-880-4411	*
Salt Lake City Fire Department	Deputy Chief Chris Milne	801-319-7910	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Defense Logistics Agency (DLA)	Government	Pennsylvania - PA	Provide a wide array of firefighting equipment, tools, and PPE, aircraft/crash rescue, hazardous material response, emergency medical services, homeland security, and domestic preparedness serving a world-wide DoD customer base	Range from a few hundred-dollars to a millions-of-dollars	Averaging approximately twenty-million dollars per years, 2017-2019	*
General Services Administration (GSA)	Government	Texas - TX	Provide a wide array of products to include firefighting and rescue equipment, PPE, law enforcement and security equipment, special purpose clothing, and related equipment and services for a world-wide federal agency customer base.	Range from a few hundred dollars to a few thousand dollars	Averaging approximately six-million dollars per year	*
The County of Los Angeles Fire Department	Government	California - CA	Provide a wide array of products to include Firefighting gear, Wildland gear, station PPE.	averages around $50,000	average yearly sales volume totals approximately $2M	*
The City of Los Angeles Fire Department	Government	California - CA	Products include firefighting tools, heavy rescue equipment, and water flow equipment	averages around $50,000	average yearly sales volume totals approximately $2.3M	*
Salt Lake City Fire Department	Government	Utah - UT	Provide PPE and sizing services	A few hundred to a few thousand dollars	Sales grew from $53.8K in 2018 to $201.5K in 2019	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable.Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

25	Sales force.	The Curtis Operation Center is the primary resource available to our customers for receiving technical and product support and customer service. Curtis' Fire & Emergency Services Operation Centers are located in the following locations: Curtis Walnut Creek Operations Center Corporate HQ Special Program Office (Programs and Contracts Management) 185 Lennon Lane, Suite 110 Walnut Creek, California 94598 800.443.3556 Tel 510.839.5325 Fax Curtis Salt Lake City Operations Center 1635 Gramercy Road Salt Lake City, Utah 84101 800.426.0509 Tel 801.487.1278 Fax Curtis Seattle Operations Center 6507 S. 208th Street Kent, Washington 98032 800.426.6633 Tel 206.622.2723 Fax Curtis Los Angeles Operations Center 16821 Knott Avenue La Mirada, CA 90638866.557.0254 Tel 323.780.1484 Fax Curtis Phoenix Operations Center 4647 South 33rd Street Phoenix, AZ 85040 877.453.3911 Tel 602.453.3910 Fax Curtis Customer Service will support the Sourcewell Program in several critical areas of sales support who provide face-to-face, in person customer contact for sales and marketing activities; product (technical and sales) information; on-site service activities; and monitoring of customer satisfaction. Refer to attachment, "Item 25 – Curtis Municipal Area Sales Managers"	*
26	Dealer network or other distribution methods.	Other than local, regional, national and international shipping companies, Curtis will deploy no additional distribution channel networks.	*
27	Service force.	In addition to providing significant pre-sales support and services, Curtis deploys teams to provide significant post-sales support to our customer community: • Warehousing & Inventory—logistics management and inventory control specialists who ensure the right parts go to the right customer • Marketing Specialists—provides educational information and training on a wide array of PPE industry topics; conducts training classes on products and product maintenance and repair procedures; and, offers seminars on specific products and product families and industry-specific standards, specifications and requirements. Areas of expertise include F&ES training, breathing air compressors, personal protective equipment, self-contained breathing apparatus, respirators, rescue tools and equipment, thermal imaging, hydraulics and water flow, and gas detection. • Factory-certified Product Technicians—provides in-house and mobile repair and maintenance services; warranty repairs, and annual, or as requested preventative maintenance • Personal Protective Equipment and Ensemble Care & Maintenance—Curtis' wholly-owned subsidiary, ECMS, Inc. a five-facility operation, provides inspection, cleaning, and repair services of personal protective equipment to all National Fire Protection Association (NFPA) standards • Manufacturer Field and Product Technician Teams-Curtis has access to supplier specialists and technical teams for customer support and education • CurtisCARE—Curtis provides our customers with training and on-boarding support, inspection, repair and maintenance services for PPE, Rescue Tools, SCBA, Compressors, Small Engine Repair, and other related products.	*

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Although customer and technical support is available between the hours of 7:00am and 5:00pm, local time, Monday through Friday at each of our Customer Service Operation Centers, Curtis understands that "normal office hours" has lost all real meaning in the global marketplace. Serving a world-wide customer community spanning all time zones, Curtis' customers contact a company representative in any of several ways, twenty-four hours a day, seven days a week, and three-hundred, sixty-five days a year (24/7/365) to discuss order placement, order tracking, problem resolution, and the myriad of other topics that will arise throughout the term of a business relationship. Curtis' customers contact company customer sales, service, and technical representatives via telephone, cell phone, email, or facsimile using the contact information listed on our web-site and also included in this section. It is a standard operating procedure that all outside sales representatives and management provide office, cell phone numbers, and email addresses to the company's customers. This enables Curtis' customers to contact the company's sales force directly for sales and service requests 24/7/365. Additionally, using toll-free numbers during "outside-of-normal" business hours or on national holidays, CURTIS representatives are contacted directly or via message service 24/7/365 in order to immediately respond to emergency or non-emergency situations. CURTIS' representatives will respond to all customer inquiries within 4 hours between the hours of 7am-5pm (local) Monday through Friday or within 24 hours during non-duty hours or national holidays.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All products included in this Curtis proposal are available to the membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, Hawaii, and other states as may be acceptable to our manufacturing partners, without limitations. Curtis will, with manufacturer approval on a case-by-case basis, provide products to members, nation-wide.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	As previously discussed in #29, all products included in Curtis' proposal are available to the membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, Hawaii, and other states as may be acceptable to our manufacturing partners, without limitations. Curtis will, with manufacturer approval on a case-by-case basis, provide products to members, nation-wide.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Curtis price quotes for Hawaiian and Alaskan inquiries will be FOB: Destination that will be calculated using the following formula: List Price less the Brand Discount plus an (estimated) Freight Charge. Curtis will estimate freight by using the UPS freight calculator listed at UPS Freight Calculator (https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&ActionOriginPair=SeamlessExperience_StartSession&FREIGHT_TYPE=LTL) or other calculators made publicly available by other shipping companies. Curtis will always seek best value for our customers. Curtis will provide a quote to all other states in the contiguous 48 plus Alaska requesting to "piggy-back" on any resulting contract between Curtis and the member. Curtis quoted prices for shipments to the continental USA will be FOB: Origin, freight added and will be calculated using the following formula: List price less the brand discount plus an estimated freight charge. The customer invoice will include actual freight charges as a separate line item. Note: For those customers requiring a delivered price when the quote is prepared, Curtis will follow the same procedure by utilizing available freight calculators to determine freight costs.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Curtis' sales teams will target the areas with greatest population densities because population densities typically correlate directly with the number of serving firefighters. However, our outside sales and customer service representative teams will also target ALL potential agency participants within the western 13 states as agency near-term procurement plans are identified. Specifically, immediately after contract award, our marketing department will announce the award on our web-site and other on-line public forums in which we participate with our customers. Additionally, Curtis' marketing department will prepare marketing collateral for distribution by our sales teams and through e-blast notifications to targeted customers (customers with near-term, open requirements). This collateral will explain the cooperative purchasing opportunity that is available to our customers through the new contract, and how, using this new contract the public agency may purchase a wide variety of products and services while saving time, man-power, and money. We also offer a commitment to support Sourcewell in marketing campaigns and industry conferences to advertise the cooperative purchasing opportunities made available to the membership and to potential new members via the new contract. Please refer to attached example of a previous Curtis Marketing Plan that was customized to address a specific served-market segment, "Item 32 - Curtis Rescue Tool Marketing Plan." *
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Curtis recognizes the importance of utilizing technology and digital data to drive marketing effectiveness. Multiple, robust cross-digital marketing programs are already in place and being developed on a regular basis to support Curtis sales initiatives, brand awareness, and product promotion. Metadata is reviewed to determine potential changes and alternate means to increase the reach and effectiveness of the marketing message in alignment with the program goals. A showcase of Curtis abilities is a cross-digital program in-place to support the Curtis sales initiative of promoting the MSA G1 SCBA which includes: • LNCurtis.com Homepage – Main Product Merchandising Space • LNCurtis.com Homepage – Call to Action Banner for Lead Generation • LNCurtis.com – Call to Action Pop-up Modal for Lead Generation • MSA G1 SCBA Landing Page (https://www.lncurtis.com/msa-g1-scba) • MSA G1 SCBA Product Detail Page (https://www.lncurtis.com/MSA-G1-SCBA-4500-psig-Operating-System_2) • Social Media Posts and Ads • Email Marketing • Industry Website Ads • Search Engine Ads • Search Engine Optimization includes, among other parameters o Keyword Campaigns o Metadata o Rich Content o Backlinking A recent success story is the increase in leads for the Curtis Technical Services team for SCBA cylinder hydro testing. Creating a search engine keyword ad campaign with metadata focus has driven a substantial increase in visits to the Curtis hydro-test landing page: https://www.lncurtis.com/hydro-testing. Curtis practices continual improvement and as this hydro test digital program has evolved, we've made adjustments to the ad campaign and identified landing page improvements—some updates already completed and some in-process. *

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	As previously discussed, marketing collateral will be provided to the Curtis Sales Teams during a contract kick-off (K/O) meeting. New contract Kick-Off meetings [virtual or physical presence] are standard operating procedures. Sourcewell Personnel are encouraged to attend these K/O meetings whenever possible to establish relationships with Curtis personnel and to make sure all necessary information is exchanged. Subjects covered during Curtis' K/O meetings include program / contract introduction and overview; brands, prices and discounts offered; rules of engagement (contract terms and conditions); procedures for quotes, order entry and post-sales support; and, any other program-specific information that will help the sales force gain understanding of and motivation to exploit the opportunities afforded by the new contract. In our view, Sourcewell can play as large or as small a part as the COOP may desire. Curtis is well versed in conducting successful sales and marketing campaigns and fully expect to "hit the ground" prepared, running, and successful.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Curtis' eCommerce Storefront and eCommerce Catalog allows customers to connect to Curtis' system in real time using the Internet to search Curtis' product catalog, place orders, check the status of orders, check product pricing and availability, and review account information. Curtis' electronic order entry system provides customers with 24-hour service, support, and sales. The company's eCommerce storefront is a fully integrated, multi-channel sales and customer self-service portal solution that offers Curtis' trading partners and customers the ability to place orders. Some of the features of Curtis' eCommerce Storefront include: • Quick and secure customer access • Real-time order entry system • Email order confirmation A portion of Curtis' commercial catalog is included in our eCommerce Storefront, in a searchable online format with links to images, documents, and products. Curtis' eCommerce Catalog provides customers with the latest product information, pricing, and availability on a World Wide Web storefront. Additional features of Curtis' eCommerce Catalog include: • An attribute-based system, used to search for products • Additional fields of information for searching • Unlimited links from the catalog records to images, specification documents, and page references As the state of the art of the ITS for this contract evolves, Curtis stands ready to adapt to any IT-related updates as may be required to accommodate the needs of the Sourcewell membership. Curtis has on-line ordering systems (OLOS) that have been customized (product catalogs and pricing) to address as-contracted requirements from several public agencies. These secure on-line ordering systems enable authorized users to log-in and purchase as-contracted products, at as-contracted prices. These OLOS are available 24/7/365 to authorized end users.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	It's not JUST about products! Curtis' CurtisCARE Program offers members with significant opportunities to receive pre-sales and post-delivery training and other related product support. Curtis' post-delivery services are usually provided as a part of a purchase order coupled with a statement of work (SOW) that Curtis receives from the customer. Curtis often works with the customer to define and develop an appropriate SOW. Often, Curtis provides customer training in equipment use; inspection, repair, maintenance; and, safety during deployment at no cost to the member. A sampling of available value-added training, available through our CurtisCARE program, includes: • Complete Personal Protective Equipment (PPE) product education and training, maintenance, repair and cleaning services • Complete Self-Contained Breathing Apparatus (SCBA) product education, training, fit-testing, and maintenance services. • Complete gas detection product education, training, and maintenance services • Complete rescue tool product education, training, and maintenance services • Complete breathing air compressor product education, training and maintenance services • Complete Firefighting training towers and buildings, and Firefighting training prop product education, training, and maintenance service CurtisCARE is provided by Curtis' product and service specialists, including service technicians, PPE education and training specialists, rescue tool education and training specialists, and several product demonstration vehicles that routinely visit customer sites. An integral part of Curtis' product education and training involves our outside sales representatives. These professionals provide product education, training seminars, and hands-on demonstration. Additionally, Curtis' suppliers are a valuable and valued asset for product and service training programs.	*
37	Describe any technological advances that your proposed products or services offer.	Curtis provides local sales and service representatives, and product specialists for PPE, Rescue, and Breathing Air Systems. Additionally, manufacturers' representatives and technicians are available to support Curtis' product support and customer service activities. All products are state-of-the-art, using the latest technology available for the market.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	None	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	As a very competitive small business that successfully competes against larger companies, Curtis is intimately aware that small businesses can often provide faster, more efficient and satisfactory customer-focused support than what is typical of large organizations. Therefore, it is Curtis policy to develop and utilize to the greatest extent possible, suppliers of quality product and services provided by historically underutilized businesses. Small Business, Small Disadvantaged Business, Women-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Veteran-Owned Small Business, Minority-Owned Small Business, and HUBZone Businesses account for an increasing segment of Curtis suppliers. Curtis' goal is to develop and more fully utilize these businesses as suppliers and business partners. Curtis views the programs such as the up-coming Sourcewell Firefighting PPE Program as a platform with which to provide new opportunities to underutilized businesses. However, given the critical life-support functions performed by a majority of the manufacturers in Curtis' proposed product catalog, the ability to source THE BEST and MOST RELIABLE products must take precedence over any concerns about business entity-type.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Curtis has conducted over ninety years of successful business focusing on supporting the fire, rescue, & emergency response industries. Curtis provides our customers with exceptional products, customer service, and product support covering an extremely broad-based product catalog. Curtis' Customer Service Operations are located in Seattle, WA, Salt Lake City, UT, Walnut Creek, CA, La Mirada (Los Angeles), CA, and Phoenix, AZ. A brand new consolidated state-of-the-art warehousing facility, providing Curtis customers with a complete suite of Integrated Logistics Services, is located in Salt Lake City, UT. Curtis is fully qualified to provide superior service to Sourcewell members. In addition to our many large contracts with city and state agencies, Curtis continues to perform on three programs that have honed our capabilities to manage and serve major accounts with a complex array of product & service offerings. Curtis has a contract with the General Services Administration (GSA contract 47QSWA18D009Y). Curtis services over a thousand customers a year who purchase from our GSA product catalog. Additionally, Curtis is a contractor to the Defense Logistics Agency (DLA) Troop Support under the provisions of a prime contract supporting the United States Defense Department's Fire and Emergency Services Tailored Logistics Support Program and the United States Fire Service (DLA contracts SPE8EH-19-D-0015) supporting agencies of the United Sates Federal Government located world-wide. A great source of corporate pride and import, Curtis held achieved great success while supporting the members of other COOPS. Since the launch of these COOP-type contracts, the Company has experienced significant increase in customer acceptance of this "piggy-back" contract mechanism and a related year-to-year growth in sales. Curtis' Corporate Mission (why we do what we do): "L.N. Curtis & sons provides critical products and services that enable our nation's first responders to accomplish their missions so that they are able to return safely home." Curtis' proposal to Sourcewell has been prepared to ensure full compliance to solicitation requirements. We have assembled a team from our stable of excellent manufacturers to form a robust compilation of products are required to support firefighting and rescue operations. The purpose of our proposal is to provide an array of the most common products used by today's Fire Service. Curtis' offer includes one or more brands for each of the following product categories: • 1.a.i. Firefighter Protective Clothing (30 brands) • 1.a.ii. Station-Wear (7 brands) • 1.a.iii. Helmets (2 brands) • 1.a.iv. SCBA (2 brands) • 1.a.v. Related Equipment (7 brands) • 1.b. Breathing Air Compressor Systems (1 brand) • 1.d. PPE-related Services (7 services)	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Curtis will not be providing products or services to membership located in Canada.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	Curtis provides the manufacturers' warranties for all proposed supplies. Additionally, Curtis will offer any extended warranties if available, at additional costs. The warranties provided under Curtis' proposed program will be the same as offered to the public and will include products, parts and labor (standard commercial practice). Please refer to attachment, "Item 43 - Curtis Terms & Conditions of Sales"	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No	*

45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, where stated as part of the Manufacturer's standard warranty.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	All products and product support to perform warranty servicing included in this Curtis proposal are available to membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, and Hawaii without limitations. When warranty support is required outside the 13 western states, Curtis will coordinate warranty servicing and support directly with the manufacturer to ensure warranty commitments are quickly met.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We take responsibility for what we sell. Curtis offers warranty service for all brands and models that we sell and that are included in this proposal.	*
48	What are your proposed exchange and return programs and policies?	Curtis strives to maintain the highest level of customer service. In accordance Curtis will re-fund or exchange your purchase within the following guidelines: Product must be returned in new, unused condition within 30 days of receipt. Any product you desire to return after that date is subject to review by Curtis, and may be non-returnable. Product that has been used, damaged, or not purchased through LNCurtis.com or CurtisBlueLine.com or from a Curtis location will not be refunded. Product that has been altered by engraving, stamping, marking, stenciling, etc., is not eligible for return. Clearance or Used product is also non-returnable. Custom, special order product and/or non-stock product may be returned only if acceptable to our vendor. A re-stocking and handling fee, as determined by our vendor and transportation costs to return to our vendor will be charged. Return your product(s) by following these steps: 1. Contact Customer Service at 877.488.0469 or CustomerService@LNCurtis.com to re-quest a return or exchange. 2. A Return Authorization (RA) will be issued to you and is required to be included with the return of any product. 3. Return your product by bringing it into or shipping to the Curtis location specified on the RA. 4. When shipping to a Curtis location, carefully pack the product in order to avoid damage during shipment. Product that arrives in damaged condition is not eligible for return credit and will be shipped back to you. 5. Return the product prepaid to the address specified on the RA. Make sure you include a copy of the RA with the product being returned. We recommend that you keep a copy of the RA and the receipt for the return shipment from the shipping service you use. Curtis does not take title to returned product until received by Curtis at our return location in undamaged condition. We will only consider a refund for product that arrives at our facility in undamaged new and unused condition. Curtis reserves the right to reject any and all product returns. All returns are subject to re-view upon our receipt of the product and inspection. Product received in condition other than originally shipped may be rejected and shipped back to you. You may request an exchange, a credit on your account or a refund if the product has already been paid for and funds received by us. All refunds are issued using the original payment method and may take up to ten (10) business days for the refund process to complete.	*
49	Describe any service contract options for the items included in your proposal.	Curtis offers service and repair based upon manufacturers' recommendations and customer requirements. Pricing is typically based upon the specific requirements for each service or repair action.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	

50	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Curtis offers customized leasing plans both through third-parties and internally.	*
52	Describe your formal trade-in program or policy for the products or equipment offered in your proposal, if any. Upload trade-in program materials (if applicable) in the document upload section of your response.	Curtis may offer trade-in programs for various equipment. The offer is custom designed for each customer determined on a case-by-case basis.	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Curtis Procedures for Processing Orders Curtis has developed straight forward procedures for order processing. Our order handling procedures are consistently applied to process routine, urgent, and emergency orders, product returns, and discrepant orders. Order processing is fully integrated into our automated distribution software platform (Oracle-NetSuite). This electronic system provides our sales, marketing, purchasing, accounting, and management with real time order status, while tracking inventory and shipping status. ORDERS Delivery order is considered issued upon receipt of order by mail, telephone, or facsimile, email, or on-line. ORDER PROCESSING After an order is received, Curtis uses a simple and consistent series of procedures for processing customer orders. The sourcing determination, made by the Customer Service Manager during the customer purchase order review process, is the primary factor made to determine the specific path to be taken by our staff while processing each individual order (e.g., ship from a Curtis warehouse; ship direct from the manufacturer; consolidate at a Curtis warehouse [bills-of-material orders]). ORDER SCHEDULING & DELIVERY Order scheduling at Curtis is based upon one of two customer requirements. Curtis' typical commercial customer requests product delivery per product availability as specified by the supplier. Or, the customer specifies a required delivery date. Curtis accommodates both scheduling requirements efficiently and effectively using our distribution software and consistent status reviews of all active orders. ORDER CONFIRMATION Customer orders are confirmed by Curtis after the Customer Service Manager has reviewed the customer purchase order (customer information, product and quantity requirements, pricing and availability, and the existence of any special requirements from the customer) and entered the order into our enterprise resource planning platform (Oracle-NetSuite). NOT-IN-STOCK CONDITIONS Curtis processes not-in-stock product orders by determining lead times necessary to complete the order, contacting the ordering activity, and advising current lead time of product. At customer preference, Curtis offers alternative in-stock substitute products of equal or higher quality and at equal value for customer consideration. PARTIAL DELIVERY / BACK ORDER PROCEDURES Curtis strives to ship the entire order complete and on time. However, if Curtis is in a low stock position on a particular product and the customer will accept a substitute item and accept a partial delivery, the order will be processed during Curtis' pre-order set-up to ensure that all items possible will be shipped either direct from our supplier or from one of the Curtis warehouses in order to provide the level of service our customer requests. Back-orders are tracked via the Company's ERP system and reports generated showing "non-fills" until the order is shipped complete. Partial deliveries and back orders status are provided to the	*

		customer on a regular basis until the order is filled. ORDER BILLING Curtis will submit invoices only after receiving assurances that our customer's requirements have been met. Once the order has been shipped complete and all required activities specified within the order have been accomplished, Curtis will submit invoices as required by the order. PAYMENT FOR GOODS RECEIVED Curtis extends payment terms of net thirty (30) days from date of invoice.	
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Curtis accepts credit cards purchases while adding no processing fees.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Pricing Offered in this Proposal is detailed in the attachment, "Item 63 - Curtis Price Offering." Curtis' proposed pricing model is based upon a set discount off list price, by brand or in certain cases when a brand offers several models, by model. The pricing model is applicable to the brand's entire published catalog, as identified in item 63, Table 12.	*
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Curtis' proposed program is based upon offering, by brand, a fixed percentage (%) discount off the manufacturers' Suggested (List) Price. The list prices are defined within the current Price List/Product Catalog of each of the Company's Manufacturer (Brand)-Partners (refer to item 63, Table 12).	*
57	Describe any quantity or volume discounts or rebate programs that you offer.	Curtis will offer customers deeper discounts than proposed, depending on volume, product specifications, and market conditions.	*
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	When a customer requests a quote containing both on-contract and open market products or services, Curtis will offer the customer the following: On-Contract Products & Services: Price will be the list price less as-contracted discount for the brand/model, plus freight. Open Market Products & Services: Curtis will supply the customer with a quote consistent with the price offered our Most Favored Customer, plus freight.	*
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Curtis adds no additional costs to member prices, unless the customer requests open market products or services that relate to the on-contract item but that are not on contract.	*

60	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Shipments to customers located in the continental 48 sates: FOB: Origin, freight added, or as otherwise required by the customer Shipments to customers located in Alaska and Hawaii: FOB: Destination Curtis price quotes for Hawaiian an Alaskan inquiries will include a shipping estimate that will be calculated using the following formula: List Price less the Brand Discount plus an (estimated) Freight Charge. Curtis will estimate freight by using the UPS freight calculator listed at UPS Freight Calculator (https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&ActionOriginPair=SeamlessExperience_StartSession&FREIGHT_TYPE=LTL) or other calculators made publicly available by other shipping companies. Curtis will always seek best value for our customers. The customer invoice will include actual freight charges as a separate line item. Note: For those customers who require a delivered price when the quote is prepared, Curtis will follow the same procedure by utilizing available freight calculators to determine quoted freight costs.	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As discussed in #60, Curtis price quotes for Hawaiian and Alaskan inquiries will be FOB: Destination, with estimated shipping charges calculated using the following formula: List price less the Brand Discount plus an (estimated) Freight Charge. Curtis will estimate freight by using the UPS freight calculator listed at UPS Freight Calculator (https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&ActionOriginPair=SeamlessExperience_StartSession&FREIGHT_TYPE=LTL) or other calculators made publicly available by other shipping companies. Curtis will always seek best value for our customers. The customer invoice will include actual freight charges as a separate line item.	*

62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Curtis offers our customers an integrated approach to logistics supply support that encompasses all management actions, procedures, and techniques used to determine requirements to: • Acquire support items and spare parts • Catalog the items • Receive the items • Store and warehouse the items • Transfer the items to where they are needed • Issue the items • Dispose of secondary items • Provide for initial support of the system • Acquire, distribute, and replenish inventory • And, provide value-added resources by combining Commodity Management with our Logistics and Kitting services for complete “end-to-end” customer support Logistics Solutions CURTIS offers complete transportation and logistics management services. By contracting and managing a network of national, regional and local carriers we can offer a complete package of freight handling services – the integrated logistics solution you require to increase efficiency and lower costs. Additional transportation services we are able to provide include: • Expedited • Port and Rail Drayage • Intermodal • International (Ocean Freight/Air Freight) • Less-than-truckload • Specialized Equipment – temperature controlled, HAZMAT, etc. • Freight Forwarding Kitting Solutions When end users are required to combine multiple products into new product kits, our kitting services can help. We have experience breaking down bulk materials and products, unitizing and creating multi-packs, even custom-made kits with bar-code or RFID labeling. Our product kitting and assembly services allow customers to: • Reduce inventory • Respond quickly and economically to changing demand for custom packs • Fulfill individual custom orders • Fulfillment capabilities help you manage inventory throughout the kitting cycle, from individual components to creation of new SKUs. • Our team maps efficient kitting processes and builds in quality checks to ensure the accuracy of final kits. • Our labor solutions help you economically manage activity spikes and meet last-minute requests.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Curtis' proposed program includes prices to be considered ceiling prices. To be clear, ceiling prices are the highest prices that will be offered. Curtis anticipates that the membership will be offered products contained in this offer at prices reflecting deeper discounts (lower prices) than those proposed within the pricing schedule. It is anticipated that market forces such as competition and the nature of specific sales actions (e.g., volume purchases, repeat customers) will lead to additional discounts being offered by Curtis to the membership. The Pricing Offered in this Proposal is detailed in the attachment, "Item 63 - Curtis Price Offering." Curtis anticipates that future requests will be submitted to the Sourcewell to add products reflecting future product enhancements made by industry or requests for products made by members.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Curtis will employ the same control processes that have been successfully employed by Curtis for over twenty-years to monitor and control every sale made on our GSA contract. Additionally, tracking and reporting requirements are included in Curtis' Prime Contracts on the Defense Logistics Agency's Fire & Emergency Tailored Logistics Support Program and the United States Air Force's PPE Program). After multiple audits on these major programs, Curtis maintains exception operational and reporting performance scores, with no deficiencies noted.	*
65	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Curtis proposes to pay Sourcewell a 1% administrative fee of total net revenues (gross sales, less product returns), on a quarterly basis.	*

Table 14: Industry Specific Questions

Line Item	Question	Response *	
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Per our standard operating procedures, Curtis tracks Key Performance Indicators (KPIs) to make sure our business is tracking per plan. KPI-related data is extracted from our Enterprise Resource Planning platform, Oracle-NetSuite. Oracle-NetSuite, a cloud ERP solution that automates front and back-office processes enable the Company to track all critical business functions including financial management, revenue management, fixed assets, order entry/management/tracking, billing, and inventory management. Oracle-NetSuite enables Curtis management to generate real-time performance and status reports (e.g., sales (orders and frequency) fill rates vendor performance returns due to improper shipments and defective items and back-orders). Using Oracle-NetSuite, Curtis tracks performance of all orders, awards, contracts, and programs, including, should Curtis be honored with a contract, the Company's performance in support of Sourcewell.	*
67	Describe the unique design and feature attributes of the products and/or equipment offered in your proposal.	As the largest stocking distributor of firefighting equipment in the West and one of the largest distributors of firefighting equipment and services in America, Curtis is offering the premium brand of products in the defined categories along with on-site product support and customer service. In addition to products being offered at best pricing, Curtis offers the membership a full suite of Integrated Logistics Support and Services product specialists who are trained and certified by manufacturers to provide deployment support and, product training in use, care, maintenance and repair, and safety.	*
68	Describe available options for customization of the products and/or equipment offered in your proposal.	Typically, PPE are highly customized products, based on the requirements of each department, and sometimes, each firefighter. Curtis' Sales and Product Support teams provide the market with pre-sales product training and education to help define the best materials and optimal design requirements required to meet each department's unique Risk Assessment.	*
69	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Curtis' Sales and Product Support Teams provide on-site sizing, when required, for PPE orders at no additional charge. Sizing is accomplished using actual sizing sets. Each firefighter dons sizing samples until a proper fit is identified. Additionally, ECMS (a Curtis wholly-owned subsidiary) provides NFPA 1851-compliant PPE inspection, repair and cleaning services. ECMS is included in this Curtis proposal.	*
70	If you provide on-site or in-person sales, service, training, and/or support, explain how those activities are handled and the unique attributes of your process.	All on-site services are coordinated and mutually agreed upon with appropriate agency personnel prior any work performed.	*
71	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	All products included in this Curtis proposal comply to the related and associated national standards and industry segment requirements, including NFPA, USFS/NFES, ANSI, ASTM, and 29 Code of Federal Regulations (CFR) 1910 (OSHA).	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - Item 10 - Curtis Financials.pdf - Tuesday March 24, 2020 23:17:46
- Marketing Plan/Samples - Item 32 - Curtis Rescue Tools Marketing Plan.doc - Tuesday March 24, 2020 23:54:21
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Item 43 - Curtis Terms & Conditions of Sales.pdf - Wednesday March 25, 2020 00:16:43
- Pricing - SourceWell RFP 032620 Firefighting PPE Product Catalog - Curtis.xlsx - Wednesday March 25, 2020 14:09:13
- Additional Document - Item 25 - Curtis Municipal Area Sales Managers.pdf - Wednesday March 25, 2020 15:33:51

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this RFP and any resulting Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP; and, the Proposer has not participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named solicitation.

3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.

4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.

5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Nick Lawrence, Director, Special Programs, L.N. Curtis & sons

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu March 19 2020 10:31 AM	☑	2
Addendum_6_Firefighting_Pers_Protect_Eqpt_RFP032620 Fri March 13 2020 02:36 PM	☑	--
Addendum_5_Firefighting_Pers_Protect_Eqpt_RFP032620 Wed March 4 2020 05:07 PM	☑	1
Addendum_4_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu February 27 2020 03:55 PM	☑	2
Addendum_3_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon February 10 2020 06:01 PM	☑	1
Addendum_2_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu January 30 2020 05:45 PM	☑	--
Addendum_1_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon January 27 2020 09:48 AM	☑	--

DocuSign Envelope ID: C2FF1FA8-F1A3-4DF4-9C2B-2C08B36B2E3A

AMENDMENT #1
TO
CONTRACT #032620-LNC

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **L.N. Curtis & Sons** (Vendor).

Sourcewell awarded a contract to Vendor to provide Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment, effective May 5, 2020, through May 7, 2024 (Contract).

The Vendor's business address listed in the Contract contains a scrivener's error. The correct address is: 185 Lennon Lane, Suite 110, Walnut Creek, CA 94598.

Except as amended above, the Contract remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Director of Operations/CPO

Date: 6/22/2023 | 5:14 PM CDT

Approved:

By: DocuSigned by: Chad Coauette 48BAF71B0894454...

Chad Coauette, Executive Director/CEO

Date: 6/22/2023 | 6:10 PM CDT

L.N. Curtis & Sons

By: DocuSigned by: Angela Mackey 0481CBBDFB8F456...

Angela Mackey

Title: Director of Customer Service

Date: 6/22/2023 | 5:12 PM CDT

COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN THE CITY OF BUCKEYE
AND
L.N. CURTIS AND SONS INC. DBA CURTIS

Firefighting Equipment and Rescue Tools with Related Supplies and Accessories
CONTRACT NO. 2024143

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM (this "Addendum") is entered into as of _____ between the City of Buckeye, an Arizona municipal corporation (the "City"), and L.N. Curtis and Sons Inc. dba Curtis, a California corporation (the "Contractor").

WHEREAS, after a competitive procurement process, which is documented in the Award attached hereto as Exhibit A and incorporated herein by reference, Sourcewell Contract entered into Contract No. 040220, dated May 5, 2020 with the Contractor (such contract and subsequent amendments thereto here referred to as the "Sourcewell Contract"); The Sourcewell Contract is attached hereto as Exhibit A and incorporated herein by reference); and

WHEREAS, the City is permitted by Section 24-3-16 of the City Procurement Code to make purchases via cooperative purchasing pursuant to a cooperative purchasing contract; and

WHEREAS, the Contractor has made a proposal to the City, which is attached hereto as Exhibit A and incorporated herein by reference (the "Contract"); and

WHEREAS, the City desires to accept the Proposal and enter into contract with the Contractor under the terms and conditions of the Sourcewell Contract, by issuing this Addendum to said contract.

THEREFORE, the City now enters into this Addendum with Contractor for the goods and services set forth in the Sourcewell Contract, which is attached hereto as Exhibit A and incorporated herein by reference. This Addendum incorporates the terms and conditions of the Sourcewell Contract, save that references therein to Sourcewell Contract shall be read to refer to the City of Buckeye. This Addendum shall be effective as of the date set forth below for approval and remain in effect for the remainder of the Sourcewell Contract 040220, unless such term is modified or extended pursuant to the terms of the Sourcewell Contract. The Contractor shall provide all goods and services in accordance with the Sourcewell Contract, which is attached hereto as part of Exhibit A, in a total amount not to exceed $500,000.00.

FURTHER, this Addendum is subject to cancellation pursuant to ARS §38-511.

FURTHER, to the extent applicable, 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 A.R.S. § 23-214(A). The Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Addendum and may result in the termination of this Addendum by the City. The City retains the

right to inspect the papers of the Contractor's or its subcontractors' employees who perform any work or services pursuant to this Addendum to ensure compliance with these warranties.

FURTHER, to the extent applicable, the Contractor warrants that it is not participating and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

FURTHER, to the extent applicable under ARIZ. REV. STAT. § 35-394, Contractor certifies that it does not currently, and agrees for the duration of this Agreement that it will not use (i) the forced labor of ethnic Uyghurs in the Peoples Republic of China ("ethnic Uyghurs"), (ii) any goods or services produced by the forced labor of ethnic Uyghurs, or (iii) any Contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs. If Contractor becomes aware that it is not in compliance with this paragraph, Contractor shall notify the City of the noncompliance within five (5) business days of becoming aware of it. If Contractor fails to provide a written certification that Contractor has remedied the noncompliance within one hundred eighty (180) days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy period, in which case this Agreement terminates on the Agreement termination date.

FURTHER, the Parties agree that the Addendum and Exhibits thereto shall be governed by State of Arizona law and suits pertaining to the Addendum and Exhibits thereto may only be brought in courts located in Maricopa County, Arizona.

FURTHER, all modifications, including but not limited to service additions and deletions, will be made in writing and with the written agreement of both parties.

FURTHER, in the event of any inconsistency between this Addendum and Exhibit A, the documents shall govern in that order.

THEREFORE, the Parties have executed this Addendum as of the date first set forth above.

CITY

THE CITY OF BUCKEYE,
an Arizona Municipal corporation

_____
Dan Cotterman, City Manager

CONTRACTOR

L.N. CURTIS AND SONS INC. DBA CURTIS,
a California corporation

By: Angela Mackey

Its: Director of Customer Service, Fire/Rescue

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

EXHIBIT A
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2024143

[Sourcewell Contract]

See following page(s).

DocuSign Envelope ID: A14E98C2-6944-46B9-BB7D-490096325106

Solicitation Number: RFP #040220

CONTRACT

This Contract is between **Sourcewell,** 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **L.N. Curtis & Sons dba Curtis**, 185 Lennon Lane, Suite 110, Walnut Creek, CA 94598 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members) in the United States only.

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires May 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

C. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

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Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

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5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract within the United States. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

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The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

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10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

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If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

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remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

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1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event

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$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

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maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

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a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

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work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

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covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 5/5/2020 | 4:56 PM CDT

L.N. Curtis & Sons dba Curtis

By DocuSigned by: Nick Lawrence 105BA01D37894D8...

Nick Lawrence

Title: Director of Special Programs

Date: 5/5/2020 | 4:58 PM PDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 5/5/2020 | 7:07 PM CDT

RFP 040220 - Firefighting Equipment and Rescue Tools with Related Supplies and Accessories

Vendor Details

Company Name:	L.N. Curtis & sons
Does your company conduct business under any other name? If yes, please state:	Curtis
Address:	185 Lennon Lane Suite 110 Walnut Creek, CA 94598
Contact:	Nick Lawrence
Email:	NLawrence@LNCurtis.com
Phone:	510-499-4112
HST#:	

Submission Details

Created On:	Thursday March 26, 2020 00:16:36
Submitted On:	Thursday April 02, 2020 10:02:19
Submitted By:	Nick Lawrence
Email:	NLawrence@LNCurtis.com
Transaction #:	eaf74257-cdd2-4070-ad37-d6e40091bdf5
Submitter's IP Address:	98.210.41.56

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	L.N. Curtis & sons dba Curtis	*
2	Proposer Address:	L.N. Curtis & sons 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598	*
3	Proposer website address:	www.LNCurtis.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Nick Lawrence, Director of Special Programs L.N. Curtis & sons 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 NLawrence@LNCurtis.com (510) 499-4112	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nick Lawrence, Director of Special Programs L.N. Curtis & sons 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 NLawrence@LNCurtis.com (510) 499-4112	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nick Lloyd, Executive Director of Sales 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 NLloyd@LNCurtis.com (740) 590-3446 Tim Henderson, Senior Vice President 4647 S. 33rd Street Phoenix, AZ 85040 THenderson@LNCurtis.com (510) 207-1568	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	L.N. Curtis & sons (Curtis) has a long history with emergency responders. Lloyd N. "Pop" Curtis founded our company in 1929. "Pop's" brother, Newton, had partnered with his brothers-in-law in Glendale, California to build a mechanical resuscitator - a first of its kind. The Depression of the early 30's interrupted many American lives. It most certainly hindered the sale of a resuscitator that was a very expensive piece of equipment for its day (as much as a new Chevy or Ford). Thus, "Pop" found himself trying to support a family and unable to make ends meet. He was, how-ever, an extremely popular salesperson. It seemed firefighters liked him very much, respected his tenacity and were intent on keeping him afloat. It became their practice when "Pop" came around for a sales call to ask him "to pick up some fire boots and bring them next time he visited." Then fire boots turned into "Lloyd, we could use some turnouts on your next visit. How about it?" This is how L.N. Curtis & sons as we know it today was born. Finally, the economy improved enough that, with the addition of a very small inheritance, "Pop" was able to buy a car and get back on the road. His sons, Jay and Bill were named "partners" and the "L.N. Curtis" company immediately evolved into, "L.N. Curtis & sons." 451 Hudson Street in Oakland, California was the garage that opened the doors to what has become one of the most successful distributors of emergency responder equipment in the United States. "Pop", Jay, and Bill Curtis each worked diligently in every capacity to be successful and support their family. In fact, none of them ever retired and each worked actively in the business until their deaths. Salt Lake City, Utah, became the home for Curtis' second Customer Service and Operations Center. Jay Curtis' son-in-law, Steven L. Chandler, ran this division until his retirement in 2009. In 1945, Curtis' third Customer Service and Operations Center opened in Seattle, Washington. Eventually, three more Customer Service and Operations Centers have opened. These new Centers support customers in Southern California and Southern Nevada; the Southwest; and, U.S. Military customers world-wide. Bill Curtis managed Curtis from 1946 until 1988. Upon his death in 2005, Bill's son, Paul Curtis, became President and CEO of the company. Curtis' headquarters and the home of the Curtis' Pacific North Customer Service Center and Special Programs was moved in 2020 from Oakland, CA, to Walnut Creek, CA. Jeff Curtis, a great grandson of "Pop" Curtis is currently Vice President of Operations and Customer Service, while Roger Curtis, also a great grandson of "Pop" Curtis, is currently Vice President of Marketing and Administration. During subsequent years, four additions were made to the L.N. Curtis & sons' family of companies: ECMS, Firefighters Bookstore, Curtis Force Protection, and Curtis Blue Line. ECMS performs ensemble care and maintenance for emergency responders. ECMS includes six operations centers (Las Vegas, NV, Oakland, CA, La Mirada (Los Angeles), CA, Phoenix, AZ, Kent, WA, and Salt Lake City, UT). Firefighters Bookstore services emergency responders on a world-wide basis with educational and training services. Curtis Force Protection specializes in assisting federal agencies, located world-wide, with products and services supporting missions related to defense, security and enforcement. Curtis Blue Line (CBL) services law enforcement agencies and their members from six operations centers and retail stores. CBL locations are in Boise, ID, Kent, WA, Phoenix, AZ, Tigard, OR, Salt Lake City, UT, and West Sacramento, CA. Throughout the decades, Curtis' mission has remained constant: "L.N. Curtis & sons provides critical products and services that enable our nation's first responders to accomplish their missions and return safely home to family and friends" In honor of those we serve, Curtis established a corporate-wide trademark, "Tools for Heroes®"

8	Provide a detailed description of the products and services that you are offering in your proposal.	Curtis' proposal to Sourcewell has been prepared to ensure full compliance to solicitation requirements. We have assembled a team from our stable of manufacturers to form a compilation of product catalogs representing those products related to this solicitation that are required and most in demand to support firefighting and rescue operations. The purpose of our proposal is to provide an array of the most common products used by today's Fire Service. CURTIS' offer includes one or more brands or styles for the following general product categories that are defined within the solicitation: 1.a.i Firefighting water flow equipment including hoses, adaptors, monitors, nozzles, valves, racks, rollers, and wrenches; 1.a.ii Fire pumps including skid units, portable pumps, compressed air foam systems (CAFS); 1.a.iii Firefighting suppression, retardant, and extinguishing agents including foam, dry chemicals, concentrates, and gels; 1.a.iv Firefighting attack and rescue tools including ventilation systems, forcible entry tools, thermal imaging equipment, saws, axes, and Halligan bars; 1.a.v Extrication tools including sledges, rams, cutters, spreaders, drills, lifting bags, cushions, combo tools, and rapid stabilization struts; 1.a.vi Technical, vertical, trench, and confined space rescue equipment including cribbing, rope, webbing, pulleys and descenders, and rescue bags; 1.a.vii Ladders including ground, extension, attic, folding, and, roof; 1.a.viii Hazardous material equipment including gas detection and monitoring equipment, HazMat suits, decontamination equipment, and staging kits; 1.a.ix Wildland firefighting equipment and tools, and wildland firefighting upfits for vehicles, ATV/UTVs, or equipment; 1.a.x Basic emergency medical supplies including respirators, gloves, wraps, dressings, kits, and emergency blankets 1.a.xi Related tools and accessories including bags, goggles, straps, flashlights, decals, and badges b. Services related to the equipment described in subsections 1	*
9	What are your company's expectations in the event of an award?	Curtis expects to: • Fulfill customer requirements, accurately, timely and with significant value • Curtis expects to make the ensuing contract very valuable to SourceWell and to the membership • Curtis expects to make a fair profit	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer to the attachment, "Item 10 – Curtis Financials."	*
11	What is your US market share for the solutions that you are proposing?	Curtis estimates that we have between 50%-65% of our served markets that comprises the products contained in our proposal.	*
12	What is your Canadian market share, if any?	Curtis does not sell into the Canadian market.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Curtis has never petitioned or entered into bankruptcy protection.	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Curtis is a distributor/dealer/reseller for the brands included in this proposal.	*

15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Curtis holds a license to conduct business in the thirteen Western States, with facilities in Washington, Oregon, Utah, Arizona, Idaho and California.	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Curtis has never been suspended or excluded (debarred) from participating in any program, contract, or other business opportunity by any customer or group of customers.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Curtis' business encompasses every category and subcategory contained within this RFP, to include: 1.a.i Firefighting water flow equipment including hoses, adaptors, monitors, nozzles, valves, racks, rollers, and wrenches; 1.a.ii Fire pumps including skid units, portable pumps, compressed air foam systems (CAFS); 1.a.iii Firefighting suppression, retardant, and extinguishing agents including foam, dry chemicals, concentrates, and gels; 1.a.iv Firefighting attack and rescue tools including ventilation systems, forcible entry tools, thermal imaging equipment, saws, axes, and Halligan bars; 1.a.v Extrication tools including sledges, rams, cutters, spreaders, drills, lifting bags, cushions, combo tools, and rapid stabilization struts; 1.a.vi Technical, vertical, trench, and confined space rescue equipment including cribbing, rope, webbing, pulleys and descenders, and rescue bags; 1.a.vii Ladders including ground, extension, attic, folding, and, roof; 1.a.viii Hazardous material equipment including gas detection and monitoring equipment, HazMat suits, decontamination equipment, and staging kits; 1.a.ix Wildland firefighting equipment and tools, and wildland firefighting upfits for vehicles, ATV/UTVs, or equipment; 1.a.x Basic emergency medical supplies including respirators, gloves, wraps, dressings, kits, and emergency blankets 1.a.xi Related tools and accessories including bags, goggles, straps, flashlights, decals, and badges b. Services related to the equipment described in subsections 1	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	None	*
19	What percentage of your sales are to the governmental sector in the past three years	Public sector agencies, including federal, state and local agencies, comprise in excess of 98% of total corporate sales. The balance are primarily sales to individuals, mainly those employed by the public sector.	*
20	What percentage of your sales are to the education sector in the past three years	Education entities comprised less than 1% of total corporate sales.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Curtis has several cooperative purchasing contracts in place at the state, regional and national levels. Of note: NPPGov: Sales on these multiple nation-wide contracts have gross sales, on average, of two-million dollars per reporting quarter. Houston-Galveston Area Council: Sales on these multiple nation-wide contracts have gross sales, of on average, approximately ten-thousand dollars per reporting quarter. GSA: Sales on this national/world-wide cooperative, of on average, approximately six-million dollars per year.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Curtis is conducting activities in support of our second twenty-year GSA contract (latest GSA Contract is 47QSWA18D009Y). Sales have averaged in excess of six-million dollars, per year.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
The City of Los Angeles, CA City of Los Angeles Fire Department	Captain Joe Hill	213-485-6121	*
The County of Los Angeles, CA Los Angeles County Fire Department	Captain Tim Vanderlip	818-880-4411	*
Salt Lake City, UT Salt Lake City Fire Department	Deputy Chief Chris Milne	801-319-7910	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Defense Logistics Agency (DLA)	Government	Pennsylvania - PA	Products include a wide array of firefighting equipment, tools, and PPE, aircraft/crash rescue, hazardous material response, emergency medical services, homeland security, and domestic preparedness serving a world-wide DoD customer base	range from a few hundred-dollars to a million dollars or more.	Averaging approximately twenty-million dollars per year.	*
General Services Administration (GSA)	Government	Texas - TX	Provide a wide array of products to include firefighting and rescue equipment, PPE, law enforcement and security equipment, special purpose clothing, and related equipment and services for a world-wide federal agency customer base.	Range from a few hundred dollars to a few thousand dollars or more.	Averaging approximately six-million dollars per year.	*
The County of Los Angeles Fire Department	Government	California - CA	Provide a wide array of products to include Firefighting equipment, Wildland gear, station PPE.	averages around $50,000	average yearly sales volume totals approximately $2M.	*
The City of Los Angeles Fire Department averages around	Government	California - CA	Products include firefighting tools, heavy rescue equipment, and water flow equipment.	$50,000 average	yearly sales volume totals approximately $2.3M.	*
Salt Lake City Fire Department	Government	Utah - UT	Provide PPE and sizing services	A few hundred to a few thousand dollars	Sales grew from $53.8K in 2018 to $201.5K in 2019.	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable.Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

25	Sales force.	The Curtis Operation Center is the primary resource available to our customers for receiving technical and product support and customer service. Curtis' Fire & Emergency Services Operation Centers are located in the following locations: Curtis Walnut Creek Operations Center Corporate HQ Special Program Office (Programs and Contracts Management) 185 Lennon Lane, Suite 110 Walnut Creek, California 94598 800.443.3556 Tel 510.839.5325 Fax Curtis Salt Lake City Operations Center 1635 Gramercy Road Salt Lake City, Utah 84101 800.426.0509 Tel 801.487.1278 Fax Curtis Seattle Operations Center 6507 S. 208th Street Kent, Washington 98032 800.426.6633 Tel 206.622.2723 Fax Curtis Los Angeles Operations Center 16821 Knott Avenue La Mirada, CA 90638866.557.0254 Tel 323.780.1484 Fax Curtis Phoenix Operations Center 4647 South 33rd Street Phoenix, AZ 85040 877.453.3911 Tel 602.453.3910 Fax Curtis Customer Service will support the Sourcewell Program in several critical areas of sales support who provide face-to-face, in person customer contact for sales and marketing activities; product (technical and sales) information; on-site service activities; and monitoring of customer satisfaction. Refer to attachment, "Item 25 – Curtis Municipal Area Sales Managers"
26	Dealer network or other distribution methods.	Other than local, regional, national and international shipping companies, Curtis will deploy no additional distribution channel networks.
27	Service force.	In addition to providing pre-sales support and services, Curtis deploys teams to provide significant post-sales support to our customer community: • Warehousing & Inventory—logistics management and inventory control specialists who provide a full suite of logistics services to our customers • Marketing Specialists—provides educational information and training on a wide array of PPE industry topics; conducts training classes on products and product maintenance and repair procedures; and, offers seminars on specific products and product families and industry-specific standards, specifications and requirements. Areas of expertise include F&ES training, breathing air compressors, personal protective equipment, self-contained breathing apparatus, respirators, rescue tools and equipment, thermal imaging, hydraulics and water flow, and gas detection. • Factory-certified Product Technicians—provides in-house and mobile repair and maintenance services; warranty repairs, and annual, or as requested preventative maintenance • Personal Protective Equipment and Ensemble Care & Maintenance—Curtis' wholly owned subsidiary, ECMS, Inc. a five-facility operation, provides inspection, cleaning, and repair services of personal protective equipment to all National Fire Protection Association (NFPA) standards • Manufacturer Field and Product Technician Teams-Curtis has access to supplier specialists and technical teams for customer support and education • CurtisCARE—Curtis provides our customers with training and on-boarding support, inspection, repair and maintenance services for PPE, Rescue Tools & related equipment, SCBA, Compressors, Small Engine Repair, and other related products.

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Although customer and technical support is available at each of our Customer Service Operation Centers, Curtis understands that "normal office hours" has lost all real meaning in the global marketplace. Serving a world-wide customer community spanning all time zones, Curtis' customers contact a company representative in any of several ways, twenty-four hours a day, seven days a week, and three-hundred, sixty-five days a year (24/7/365) to discuss order placement, order tracking, problem resolution, and the myriad of other topics that will arise throughout the term of a business relationship. Curtis' customers contact company customer sales, service, and technical representatives via telephone, cell phone, email, or facsimile using the contact information listed on our web-site and also included in this section. It is a standard operating procedure that all outside sales representatives and management provide office, cell phone numbers, and email addresses to the company's customers. This enables Curtis' customers to contact the company's sales force directly for sales and service requests 24/7/365. Additionally, using toll-free numbers during "outside-of-normal" business hours or on national holidays, Curtis representatives are contacted directly or via message service 24/7/365 in order to immediately respond to emergency or non-emergency situations. Curtis' representatives will respond to all customer inquiries within 4 hours between the hours of 7am-5pm (local) Monday through Friday or within 24 hours during non-duty hours or national holidays.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All products included in this Curtis proposal are available to the membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, Hawaii, and other states as may be acceptable to our manufacturing partners, without limitations. Curtis will, with manufacturer approval on a case-by-case basis, provide products to members, nation-wide.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	As previously discussed in #29, all products included in Curtis' proposal are available to the membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, Hawaii, and other states as may be acceptable to our manufacturing partners, without limitations. Curtis will, with manufacturer approval on a case-by-case basis, provide products to members, nation-wide.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Curtis price quotes for Hawaiian, Alaskan and territories inquiries will be FOB: Destination that will be calculated using the following formula: List Price less the Brand Discount plus an (estimated) Freight Charge. Curtis will estimate freight by using the UPS freight calculator listed at UPS Freight Calculator (https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&ActionOriginPair=SeamlessExperience_StartSession&FREIGHT_TYPE=LTL) or other calculators made publicly available by other shipping companies. Curtis will always seek best value for our customers. The customer invoice will include actual freight charges as a separate line item. Note: For those customers requiring a delivered price when the quote is prepared, Curtis will follow the same procedure by utilizing available freight calculators to determine freight costs.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Curtis' sales teams will target the areas with greatest population densities because population densities typically correlate directly with the number of serving firefighters. However, our outside sales and customer service representative teams will also target ALL potential agency participants within the western 13 states as agency near-term procurement plans are identified. Specifically, immediately after contract award, our marketing department will announce the award on our web-site and other on-line public forums in which we participate with our customers. Additionally, Curtis' marketing department will prepare marketing collateral for distribution by our sales teams and through e-blast notifications to targeted customers (customers with near term, open requirements). This collateral will explain the cooperative purchasing opportunity that is available to our customers through the new contract, and how, using this new contract the public agency may purchase a wide variety of products and services while saving time, man-power, and money. We also offer a commitment to support Sourcewell in marketing campaigns and industry conferences to advertise the cooperative purchasing opportunities made available to the membership and to potential new members via the new contract. Please refer to attached example of a previous Curtis Marketing Plan that was customized to address a specific served-market segment, "Item 32 - Curtis Rescue Tool Marketing Plan."	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Curtis recognizes the importance of utilizing technology and digital data to drive marketing effectiveness. Multiple, robust cross-digital marketing programs are already in place and being developed on a regular basis to support Curtis sales initiatives, brand awareness, and product promotion. Metadata is reviewed to determine potential changes and alternate means to increase the reach and effectiveness of the marketing message in alignment with the program goals. A showcase of Curtis abilities is a cross-digital program in-place to support the Curtis sales initiative of promoting the MSA G1 SCBA which includes: • LNCurtis.com Homepage – Main Product Merchandising Space • LNCurtis.com Homepage – Call to Action Banner for Lead Generation • LNCurtis.com – Call to Action Pop-up Modal for Lead Generation • MSA G1 SCBA Landing Page (https://www.lncurtis.com/msa-g1-scba) • MSA G1 SCBA Product Detail Page (https://www.lncurtis.com/MSA-G1-SCBA-4500-psiOperating-System_2) • Social Media Posts and Ads • Email Marketing • Industry Website Ads • Search Engine Ads • Search Engine Optimization includes, among other parameters o Keyword Campaigns o Metadata o Rich Content o Backlinking A recent success story is the increase in leads for the Curtis Technical Services team for SCBA cylinder hydro testing. Creating a search engine keyword ad campaign with metadata focus has driven a substantial increase in visits to the Curtis hydro-test landing page: https://www.lncurtis.com/hydro-testing. Curtis practices continual improvement and as this hydro test digital program has evolved, we've made adjustments to the ad campaign and identified landing page improvements—some updates already completed and some in-process.	*

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	As previously discussed, marketing collateral will be provided to the Curtis Sales Teams during a contract kick-off (K/O) meeting. New contract Kick-Off meetings [virtual or physical presence] are standard operating procedures. Sourcewell Personnel are encouraged to attend these K/O meetings whenever possible to establish relationships with Curtis personnel and to make sure all necessary information is exchanged. Subjects covered during Curtis' K/O meetings include program / contract introduction and overview; brands, prices and discounts offered; rules of engagement (contract terms and conditions); procedures for quotes, order entry and post-sales support; and, any other program-specific information that will help the sales force gain understanding of and motivation to exploit the opportunities afforded by the new contract. In our view, Sourcewell can play as large or as small a part as the COOP may desire. Curtis is well versed in conducting successful sales and marketing campaigns and fully expect to "hit the ground" prepared, running, and successful.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Curtis' eCommerce Storefront and eCommerce Catalog allows customers to connect to Curtis' system in real time using the Internet to search Curtis' product catalog, place orders, check the status of orders, check product pricing and availability, and review account information. Curtis' electronic order entry system provides customers with 24-hour service, support, and sales. The company's eCommerce storefront is a fully integrated, multi-channel sales and customer self-service portal solution that offers Curtis' trading partners and customers the ability to place orders. Some of the features of Curtis' eCommerce Storefront include: • Quick and secure customer access • Real-time order entry system • Email order confirmation A portion of Curtis' commercial catalog is included in our eCommerce Storefront, in a searchable online format with links to images, documents, and products. Curtis' eCommerce Catalog provides customers with the latest product information, pricing, and availability on a World Wide Web storefront. Additional features of Curtis' eCommerce Catalog include: • An attribute-based system, used to search for products • Additional fields of information for searching • Unlimited links from the catalog records to images, specification documents, and page references As the state of the art of the ITS for this contract evolves, Curtis stands ready to adapt to any IT-related updates as may be required to accommodate the needs of the Sourcewell membership. Curtis has on-line ordering systems (OLOS) that have been customized (product catalogs and pricing) to address as-contracted requirements from several public agencies. These secure on-line ordering systems enable authorized users to log-in and purchase as contracted products, at as-contracted prices. These OLOS are available 24/7/365 to authorized end users.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	It's not JUST about products! Curtis' CurtisCARE Program offers members with significant opportunities to receive pre-sales and post-delivery training and other related product support. Curtis' post-delivery services are usually provided as a part of a purchase order coupled with a statement of work (SOW) that Curtis receives from the customer. Curtis often works with the customer to define and develop an appropriate SOW. Often, Curtis provides customer training in equipment use; inspection, repair, maintenance; and, safety during deployment at no cost to the member. A sampling of available value-added training, available through our CurtisCARE program, includes: • Training on water flow products (education and training) • Training (start-up, safety, operations and maintenance) of breathing air systems • Trench and collapsed building rescue equipment training • Complete rescue tool product education, training, and maintenance services CurtisCARE is provided by Curtis' product and service specialists, including service technicians, PPE education and training specialists, rescue tool education and training specialists, and several product demonstration vehicles that routinely visit customer sites. An integral part of Curtis' product education and training involves our outside sales representatives. These professionals provide product education, training seminars, and hands-on demonstration. Additionally, Curtis' suppliers are a valuable and valued asset for product and service training programs.	*
37	Describe any technological advances that your proposed products or services offer.	All products are state-of-the-art, using the latest technology available for the market. Curtis provides local sales and service representatives, and product specialists for PPE, Rescue, and Breathing Air Systems offering our customers with the latest information about products, innovations, and their applied technologies. Additionally, manufacturers' representatives and technicians are available to support Curtis' product support and customer service activities.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	None	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	As a very competitive small business that successfully competes against larger companies, Curtis is intimately aware that small businesses can often provide faster, more efficient and satisfactory customer-focused support than what is typical of large organizations. Therefore, it is Curtis policy to develop and utilize to the greatest extent possible, suppliers of quality product and services provided by historically underutilized businesses. Small Business, Small Disadvantaged Business, Women-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Veteran-Owned Small Business, Minority-Owned Small Business, and HUBZone Businesses account for an increasing segment of Curtis suppliers. Curtis' goal is to develop and more fully utilize these businesses as suppliers and business partners. Curtis views the programs such as the up-coming Sourcewell Firefighting Equipment Program as a platform with which to provide new opportunities to underutilized businesses. However, given the critical life-support functions performed by a majority of the manufacturers in Curtis' proposed product catalog, the ability to source THE BEST and MOST RELIABLE products must take precedence over any concerns about business entity-type.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Curtis has conducted over ninety years of successful business focusing on supporting the fire, rescue, & emergency response industries. Curtis provides our customers with exceptional products, customer service, and product support covering an extremely broad-based product catalog. Curtis' Customer Service Operations are located in Seattle, WA, Salt Lake City, UT, Walnut Creek, CA, La Mirada (Los Angeles), CA, and Phoenix, AZ. A brand new consolidated state-of-the-art warehousing facility, providing Curtis customers with a complete suite of Integrated Logistics Services, is located in Salt Lake City, UT. Curtis is fully qualified to provide superior service to Sourcewell members. In addition to our many large contracts with city and state agencies, Curtis continues to perform on three programs that have honed our capabilities to manage and serve major accounts with a complex array of product & service offerings. Curtis has a contract with the General Services Administration (GSA contract 47QSWA18D009Y). Curtis services over a thousand customers a year who purchase from our GSA product catalog. Additionally, Curtis is a contractor to the Defense Logistics Agency (DLA) Troop Support under the provisions of a prime contract supporting the United States Defense Department's Fire and Emergency Services Tailored Logistics Support Program and the United States Fire Service (DLA contracts SPE8EH-19-D-0015) supporting agencies of the United Sates Federal Government located world-wide. A great source of corporate pride and import, Curtis held achieved great success while supporting the members of other COOPS. Since the launch of these COOP-type contracts, the Company has experienced significant increase in customer acceptance of this "piggyback" contact mechanism and a related year-to-year growth in sales. Curtis' Corporate Mission (why we do what we do): "L.N. Curtis & sons provides critical products and services that enable our nation's first responders to accomplish their missions so that they are able to return safely home." Curtis' proposal to Sourcewell has been prepared to ensure full compliance to solicitation requirements. We have assembled a team from our stable of manufacturers to form a robust compilation of products are required to support firefighting and rescue operations. The purpose of our proposal is to provide an array of the most common products used by today's Fire Service. Curtis' offer includes one or more brands for each of the following product categories: 1.a.i Firefighting water flow equipment including hoses, adaptors, monitors, nozzles, valves, racks, rollers, and wrenches; 1.a.ii Fire pumps including skid units, portable pumps, compressed air foam systems (CAFS); 1.a.iii Firefighting suppression, retardant, and extinguishing agents including foam, dry chemicals, concentrates, and gels; 1.a.iv Firefighting attack and rescue tools including ventilation systems, forcible entry tools, thermal imaging equipment, saws, axes, and Halligan bars; 1.a.v Extrication tools including sledges, rams, cutters, spreaders, drills, lifting bags, cushions, combo tools, and rapid stabilization struts; 1.a.vi Technical, vertical, trench, and confined space rescue equipment including cribbing, rope, webbing, pulleys and descenders, and rescue bags; 1.a.vii Ladders including ground, extension, attic, folding, and, roof; 1.a.viii Hazardous material equipment including gas detection and monitoring equipment, HazMat suits, decontamination equipment, and staging kits; 1.a.ix Wildland firefighting equipment and tools, and wildland firefighting upfits for vehicles, ATV/UTVs, or equipment; 1.a.x Basic emergency medical supplies including respirators, gloves, wraps, dressings, kits, and emergency blankets 1.a.xi Related tools and accessories including bags, goggles, straps, flashlights, decals, and badges b. Services related to the equipment described in subsections 1.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Curtis will not be providing products or services to membership located in Canada.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document

upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	Yes. Curtis provides the manufacturers' warranties for all proposed supplies. Additionally, Curtis will offer any extended warranties if available, at additional costs. The warranties provided under Curtis' proposed program will be the same as offered to the public and will include products, parts and labor (standard commercial practice). Please refer to attachment, "Item 43 - Curtis Terms & Conditions of Sales"	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, when stated as part of the Manufacturer's standard warranty.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	All products and product support to perform warranty servicing included in this Curtis proposal are available to membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, and Hawaii without limitations. When warranty support is required outside the 13 western states, Curtis will coordinate warranty servicing and support directly with the manufacturer to ensure warranty commitments are quickly met.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We take responsibility for what we sell. Curtis offers warranty service for all brands and models that we sell and that are included in this proposal, whether the actual warranty repair or replacement is performed by Curtis or by the original equipment manufacturer.	*

48	What are your proposed exchange and return programs and policies?	Curtis will re-fund or exchange your purchase within the following guidelines: Product must be returned in new, unused condition within 30 days of receipt. Any product the customer seeks to return after that date is subject to review by Curtis, and may be non-returnable. Product that has been used, damaged, or not purchased through LNCurtis.com or CurtisBlueLine.com or from a Curtis location will not be refunded. Product that has been altered by engraving, stamping, marking, stenciling, etc., is not eligible for return. Clearance or Used product is also non-returnable. Custom, special order product and/or non-stock product may be returned only if acceptable to our vendor. A re-stocking and handling fee, as required by our vendor and transportation costs to return to our vendor will be charged. Return your product(s) by following these steps: 1. Contact Customer Service at 877.488.0469 or CustomerService@LNCurtis.com to re-quest a return or exchange. 2. A Return Authorization (RA) will be issued to you and is required to be included with the return of any product. 3. Return your product by bringing it into or shipping to the Curtis location specified on the RA. 4. When shipping to a Curtis location, carefully pack the product in order to avoid damage during shipment. Product that arrives in damaged condition is not eligible for return credit and will be shipped back to you. 5. Return the product prepaid to the address specified on the RA. Make sure you include a copy of the RA with the product being returned. We recommend that you keep a copy of the RA and the receipt for the return shipment from the shipping service you use. Curtis does not take title to returned product until received by Curtis at our return location in undamaged condition. We will only consider a refund for product that arrives at our facility in undamaged new and unused condition. Curtis reserves the right to reject any and all product returns. All returns are subject to re-view upon our receipt of the product and inspection. Product received in condition other than originally shipped may be rejected and shipped back to you. You may request an exchange, a credit on your account or a refund if the product has already been paid for and funds received by us. All refunds are issued using the original payment method and may take up to ten (10) business days for the refund process to complete.	*
49	Describe any service contract options for the items included in your proposal.	Curtis offers service and repair based upon manufacturers' recommendations and customer requirements. Pricing is typically based upon the specific requirements for each service or repair action.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Curtis offers customized leasing plans both through third-parties and internally.	*
52	Describe your formal trade-in program or policy for the products or equipment offered in your proposal, if any. Upload trade-in program materials (if applicable) in the document upload section of your response.	Curtis may offer trade-in programs for various equipment. The offer is custom designed for each customer determined on a case-by-case basis.	*

53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Curtis has developed straight forward procedures for order processing. Our order handling procedures are consistently applied to process routine, urgent, and emergency orders, product returns, and discrepant orders. Order processing is fully integrated into our automated distribution software platform (Oracle-NetSuite). This electronic system provides our sales, marketing, purchasing, accounting, and management with real time order status, while tracking inventory and shipping status. ORDERS Delivery order is considered issued upon receipt of order by mail, telephone, or facsimile, email, or on-line. ORDER PROCESSING After an order is received, Curtis uses a simple and consistent series of procedures for processing customer orders. The sourcing determination, made by the Customer Service Manager during the customer purchase order review process, is the primary factor made to determine the specific path to be taken by our staff while processing each individual order (e.g., ship from a Curtis warehouse; ship direct from the manufacturer; consolidate at a Curtis warehouse [bills-of-material orders]). ORDER SCHEDULING & DELIVERY Order scheduling at Curtis is based upon one of two customer requirements. Curtis' typical commercial customer requests product delivery per product availability as specified by the supplier. Or, the customer specifies a required delivery date. Curtis accommodates both scheduling requirements efficiently and effectively using our distribution software and consistent status reviews of all active orders. ORDER CONFIRMATION Customer orders are confirmed by Curtis after the Customer Service Manager has reviewed the customer purchase order (customer information, product and quantity requirements, pricing and availability, and the existence of any special requirements from the customer) and entered the order into our enterprise resource planning platform (Oracle-NetSuite). NOT-IN-STOCK CONDITIONS Curtis processes not-in-stock product orders by determining lead times necessary to complete the order, contacting the ordering activity, and advising current lead time of product. At customer preference, Curtis offers alternative in-stock substitute products of equal or higher quality and at equal value for customer consideration. PARTIAL DELIVERY / BACK ORDER PROCEDURES Curtis strives to ship the entire order complete and on time. However, if Curtis is in a low stock position on a particular product and the customer will accept a substitute item and accept a partial delivery, the order will be processed during Curtis' pre-order set-up to ensure that all items possible will be shipped either direct from our supplier or from one of the Curtis warehouses in order to provide the level of service our customer requests. Back-orders are tracked via the Company's ERP system and reports generated showing "non-fills" until the order is shipped complete. Partial deliveries and back orders status are provided to the customer on a regular basis until the order is filled. ORDER BILLING Curtis will submit invoices only after receiving assurances that our customer's requirements have been met. Once the order has been shipped complete and all required activities specified within the order have been accomplished, Curtis will submit invoices as required by the order. PAYMENT FOR GOODS RECEIVED Curtis extends payment terms of net thirty (30) days from date of invoice.	*
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Curtis accepts credit cards purchases while adding no processing fees.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Pricing Offered in this Proposal is detailed in the attachment, "Item 63 - Curtis Price Offering." Curtis' proposed pricing model is based upon a set discount off list price, by brand or in certain cases when a brand offers several models, by model. The pricing model is applicable to the brand's entire published catalog, as identified in item 63, Table 12.	*
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Curtis' proposed program is based upon offering, by brand, a fixed percentage (%) discount off the manufacturers' Suggested (List) Price. The list prices are defined within the current Price List / Product Catalog of each of the Company's Manufacturer (Brand)-Partners (refer to item 63, Table 12).	*
57	Describe any quantity or volume discounts or rebate programs that you offer.	Curtis will offer customers deeper discounts than proposed, depending on volume, product specifications, and market conditions	*
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	When a customer requests a quote containing both on-contract and open market products or services, Curtis will offer the customer the following: On-Contract Products & Services: Price will be the list price less as contracted discount for the brand/model, plus freight. Open Market Products & Services: Curtis will supply the customer with a quote consistent with the price offered our Most Favored Customer, plus freight. Lines containing open market items will be so identified within the Curtis quote.	*
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Curtis adds no additional costs to member prices, unless the customer requests open market products or services that relate to the on-contract item but that are not on contract.	*
60	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Shipments to customers located in the continental 48 sates: FOB: Origin, freight added, or as otherwise required by the customer. Shipments to customers located in territories, Alaska and Hawaii: FOB: Destination Curtis price quotes will include a shipping estimate that will be calculated using the following formula: List Price less the Brand Discount plus an (estimated) Freight Charge. Curtis will estimate freight by using the UPS freight calculator listed at UPS Freight Calculator (https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&ActionOriginPair=SeamlessExperience_StartSession&FREIGHT_TYPE=LTL) or other calculators made publicly available by other shipping companies. Curtis will always seek best value for our customers. The customer invoice will include actual freight charges as a separate line item. Note: For those customers who require a delivered price when the quote is prepared, Curtis will follow the same procedure by utilizing available freight calculators to determine quoted freight costs.	*

61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As discussed in #60, Curtis prices for territories, Hawaiian and Alaskan will be FOB: Destination, with estimated shipping charges calculated using the following formula: List price less the Brand Discount plus an (estimated) Freight Charge. Curtis will estimate freight by using the UPS freight calculator listed at UPS Freight Calculator (https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&ActionOriginPair=SeamlessExperience_StartSession&FREIGHT_TYPE=LTL) or other calculators made publicly available by other shipping companies. Curtis will always seek best value for our customers. The customer invoice will include actual freight charges as a separate line item.	*
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Curtis offers our customers an integrated approach to logistics supply support that encompasses all management actions, procedures, and techniques used to determine requirements to: • Acquire support items and spare parts • Catalog the items • Receive the items • Store and warehouse the items • Transfer the items to where they are needed • Issue the items • Dispose of secondary items • Provide for initial support of the system • Acquire, distribute, and replenish inventory • And, provide value-added resources by combining Commodity Management with our Logistics and Kitting services for complete “end-to-end” customer support Logistics Solutions. CURTIS offers complete transportation and logistics management services. By contracting and managing a network of national, regional and local carriers we can offer a complete package of freight handling services – the integrated logistics solution you require to increase efficiency and lower costs. Additional transportation services we are able to provide include: • Expedited • Port and Rail Drayage • Intermodal • International (Ocean Freight/Air Freight) • Less-than-truckload • Specialized Equipment – temperature controlled, HAZMAT, etc. • Freight Forwarding Kitting Solutions When end users are required to combine multiple products into new product kits, our kitting services can help. We have experience breaking down bulk materials and products, unitizing and creating multi-packs, even custom-made kits with bar-code or RFID labeling. Our product kitting and assembly services allow customers to: • Reduce inventory • Respond quickly and economically to changing demand for custom packs • Fulfill individual custom orders • Fulfillment capabilities help you manage inventory throughout the kitting cycle, from individual components to creation of new SKUs. • Our team maps efficient kitting processes and builds in quality checks to ensure the accuracy of final kits. • Our labor solutions help you economically manage activity spikes and meet last-minute requests.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Curtis' proposed program includes prices to be considered ceiling prices. To be clear, ceiling prices are the highest prices that will be offered. Curtis anticipates that the membership will be offered products contained in this offer at prices reflecting deeper discounts (lower prices) than those proposed within the pricing schedule. It is anticipated that market forces such as competition and the nature of specific sales actions (e.g., volume purchases, repeat customers) will lead to additional discounts being offered by Curtis to the membership. The Pricing Offered in this proposal is detailed in the attachment, "Item 63 - Curtis Price Offering." Curtis anticipates that future requests will be submitted to the Sourcewell to add products reflecting future product enhancements made by industry or requests for products made by members.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Curtis will employ the same control processes that have been successfully employed by Curtis for over twenty-years to monitor and control every sale made on our GSA contract. Additionally, tracking and reporting requirements are included in Curtis' Prime Contracts on the Defense Logistics Agency's Fire & Emergency Tailored Logistics Support Program and the United States Air Force's PPE Program). After multiple audits on these major programs, Curtis maintains exception operational and reporting performance scores, with no deficiencies noted.	*
65	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Curtis proposes to pay Sourcewell a 1.5% administrative fee of total net revenues (gross sales, less product returns, freight, and taxes), on a quarterly basis.	*

Table 14: Industry Specific Questions

Line Item	Question	Response *	
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Per our standard operating procedures, Curtis tracks Key Performance Indicators (KPIs) to make sure our business is tracking per plan. KPI-related data is extracted from our Enterprise Resource Planning platform, Oracle-NetSuite. Oracle-NetSuite, a cloud ERP solution that automates front and back-office processes enable the Company to track all critical business functions including financial management, revenue management, fixed assets, order entry/management/tracking, billing, and inventory management. Oracle-NetSuite enables Curtis management to generate real-time performance and status reports (e.g., sales (orders and frequency) fill rates vendor performance returns due to improper shipments and defective items and back-orders). Using Oracle-NetSuite, Curtis tracks performance of all orders, awards, contracts, and programs, including, should Curtis be honored with a contract, the Company's performance in support of Sourcewell.	*
67	Describe the unique design and feature attributes of the products and/or equipment offered in your proposal.	As the largest stocking distributor of firefighting equipment in the West and one of the largest distributors of firefighting equipment and services in America, Curtis is offering the premium brand of products in the defined categories along with on-site product support and customer service. In addition to products being offered at best pricing, Curtis offers the membership a full suite of Integrated Logistics Support and Services product specialists who are trained and certified by manufacturers to provide deployment support and, product training in use, care, maintenance and repair, and safety.	*
68	Describe available options for customization of the products and/or equipment offered in your proposal.	Firefighting equipment can be highly customized products, based on the requirements of each department, and sometimes, each firefighter. Curtis' Sales and Product Support teams provide the market with pre-sales product training and education to help define the optimal performance specifications and design requirements required to meet each department's unique Risk Assessment.	*
69	If you provide on-site or in-person sales, service, training, and/or support, explain how those activities are handled and the unique attributes of your process.	All on-site services are coordinated and mutually agreed upon with appropriate agency personnel prior any work performed. There are no unique attributes of the Curtis process. We adapt our support activities to be in full compliance with the requirements placed upon us by both the procurement and operations side of our customers' organizational structures and regulations.	*
70	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	All products included in this Curtis proposal comply to the related and associated national standards and industry segment requirements, including NFPA, USFS/NFES, ANSI, ASTM, and 29 Code of Federal Regulations (CFR) 1910 (OSHA).	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - Item 10 - Curtis Financials.pdf - Wednesday April 01, 2020 19:01:58
- Marketing Plan/Samples - Item 32 - Curtis Rescue Tools Marketing Plan.doc - Wednesday April 01, 2020 19:02:22
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Item 43 - Curtis Terms & Conditions of Sales.pdf - Wednesday April 01, 2020 19:02:38
- Pricing - Item 63 - Curtis Price Offering.xlsx - Wednesday April 01, 2020 19:03:32
- Additional Document - Item 25 - Curtis Municipal Area Sales Managers.pdf - Wednesday April 01, 2020 19:04:17

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this RFP and any resulting Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP; and, the Proposer has not participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named solicitation.

3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.

4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.

5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Nick Lawrence, Director, Special Programs, L.N. Curtis & sons

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Firefighting_Eqpt_and_Tools_RFP040220 Thu March 19 2020 10:41 AM	☑	1
Addendum_2_Firefighting_Eqpt_and_Tools_RFP040220 Wed March 4 2020 11:38 AM	☑	2
Addendum_1_Firefighting_Eqpt_and_Tools_RFP040220 Wed February 19 2020 03:16 PM	☑	2

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/06/24	**AGENDA ITEM:** 4.F. FD - Cooperative Contract Purchase Addendum (CCPA) No. 2024144 between the City of Buckeye, an Arizona municipal corporation, and Matlick Enterprises, Inc, dba United Fire Equipment Company, an Arizona corporation
DATE PREPARED: 02/05/24	**DISTRICT NO.:** All
STAFF LIAISON: Jake Rhoades, jrhoades@buckeyeaz.gov, Fire Chief, (623) 349-6723	
DEPARTMENT: Fire	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024144 between the City of Buckeye, an Arizona municipal corporation, and Matlick Enterprises, Inc., dba United Fire Equipment Company, an Arizona corporation, for the purchase of emergency response, firefighting and safety equipment and supplies; and authorize the City Manager to execute and deliver said CCPA on behalf of the City.

SUMMARY

PROJECT DESCRIPTION:
Purchase of additional personal protection equipment and fire services equipment. Due to the addition in staffing and life cycle replacement, $500,000 is warranted.

BENEFITS:
Competitive pricing, use of local vendors, consistency of quality of products provided to members and ability to secure products within reasonable lead times are all beneficial.

FINANCIAL IMPACT STATEMENT:
Annual budget for personal protection equipment and fire services equipment will not be exceeded.

CURRENT FISCAL YEAR TOTAL COST:
$500,000

BUDGETED:
Yes

FISCAL YEAR:
2024

FUND/DEPARTMENT:
10002144

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:

Contract_ CTR050476-3 - Emergency Response, Firefighting and Safety Equipment and Supplies Amendment #3_ Buyer Arizona.pdf

Discount_Schedule_Summary_-_All_Contractors.xlsx
CCPA No. 2024144 with Matlick.pdf
Matlick Offer and Acceptance.pdf

Contract Header

Label
Emergency Response, Firefighting and Safety Equipment and Supplies Amendment #3

Type
Master Agreement

Supplier
MATLICK ENTERPRISES INC - UNITED FIRE EQUIPMENT CO

Contract Code
CTR050476-3

Currency

Contract Amount

Co-Op Contract Designation
yes

Subcontractor Data

0 Record(s)

Distributor Data

0 Record(s)

Contract Scope

Organizations
Arizona Department of Environmental Quality, State of Arizona

Commodities
Defense and Law Enforcement and Security and Safety Equipment and Supplies

Contract Validity

Start Date
7/1/2020

End Date
6/30/2024

Extended to Date
6/30/2024

Documents

Title	Type	
Solicitation Documents	General Documents	
CTR050476 Certificate of Insurance	Insurance Documents	
Contract Amendment 2 - Contract Extension	General Documents	
CTR050476 COIs	Insurance Documents	
Discount Schedule	General Documents	
Contract Documents	General Documents	
Evaluation Documents	General Documents	
Contract Amendment 1 - Contract Extension	General Documents	

8 Record(s)

Items

Item	Code	Negotiated Price	Currency	Unit
Misc. Line - Standard Contract Release	ME_0	0.00	USD	

Privacy - Terms

ATTACHMENT III: DISCOUNT SCHEDULE

Bidder Name:

Emergency Response, Firefighting and Safety Equipment and Supplies

Instructions: Offerors shall submit Attachment 4 as a separate document uploaded within APP. The basis for pricing shall be fixed discount(s) off published price list(s). The discount offers shall clearly identify the percent of discount to apply to the contract category. Discounts shall be offered in whole numbers.

Offeror may add more than one manufacturer per category. Manufacturers listed are examples, Offeror may add additional manufacturers.

Offerors are encouraged to use the existing categories, but are permitted to create their own for special or more competitive discount offerings.

		Matlick Enterprise		Northern Safety Co.		FDC Rescue		Ludium	
Category		Current Published Catalog or Website	% off list price	Current Published Catalog or Website	% off list price	Current Published Catalog or Website	% off list price	Current Published Catalog or Website	% off list price
SCBA	Website: Catalog name: Section or Mfg:	MSA https://us.msasafety.com/	25%	www.northernsafety.com	10% off NSI lowest advertised price	Draeger Respiratory Protection https://www.draeger.com/en-us_us/Fire-Services/Fire-Services/SCBA	Complete SCBA's and Masks - 35% Cylinders - 30% Spare parts and accessories 10% All discounts are off current MFG published price list at time of purchase.	No Bid	No Bid
Meters and Instruments	Website: Catalog name: Section or Mfg:	MSA https://us.msasafety.com/	12%	www.northernsafety.com	10% off NSI lowest advertised price	No Bid	No Bid	www.ludlums.com Domestic (North Amercican) Price List Note: LMI is extending at no charge to ADEQ, FOB Destination (Ground) freight in lieu of a sales discount.	0%
Foam	Website: Catalog name: Section or Mfg:	Phos-Chek https://phoschek.com/ Freight Excluded	18%	www.northernsafety.com	10% off NSI lowest advertised price	HCT - Hazard Control Technologies https://hct-world.com/products/chemical-agents/f-500-encapsulator-agent/	10% off all orders. Full pallet (48 pails) drop shipped to customer location. Less than full pallet purchase must be picked up at distributor location in Sun City, AZ		
Foam	Website: Catalog name: Section or Mfg:	Ansul https://www.ansul.com/en/us/pages/default.aspx Freight Excluded	40%	No Bid	No Bid				
Foam		Fire Service Plus https://fireade.com/ Freight Excluded	30%	No Bid	No Bid				
Foam and Foam Concentrates		Chemguard https://www.johnsoncontrols.com/fire-suppression Freight Excluded	40%	No Bid	No Bid				
Foam Delivery Systems		FoamPro https://www.fireresearch.com/	12%	No Bid	No Bid				
Battery Conditioners / Chargers and Accessories		Kussmaul https://www.kussmaul.com/	15%	www.northernsafety.com	10% off NSI lowest advertised price				
Boots	Website: Catalog name: Section or Mfg:	Haix https://www.haixusa.com/	20%	www.northernsafety.com	10% off NSI lowest advertised price				
Compressors and Accessories	Website: Catalog name: Section or Mfg:	Bauer https://www.bauercomp.com/en Freight Excluded	3%	www.northernsafety.com	10% off NSI lowest advertised price				
Gases	Website: Catalog name: Section or Mfg:	MSA https://us.msasafety.com/	12%	www.northernsafety.com	10% off NSI lowest advertised price				
Gear Bags	Website: Catalog name: Section or Mfg:	PLS http://www.plspcorp.com/	10%	www.northernsafety.com	10% off NSI lowest advertised price				
Gloves & Suspenders	Website: Catalog name: Section or Mfg:	Lion https://www.lionprotects.com/	10%	www.northernsafety.com	10% off NSI lowest advertised price				
Helmets and Hoods	Website: Catalog name: Section or Mfg:	Cairns https://us.msasafety.com/	23%	www.northernsafety.com	10% off NSI lowest advertised price				
Medical Supplies	Website: Catalog name: Section or Mfg:	No Bid	No Bid	www.northernsafety.com	10% off NSI lowest advertised price				
PPE	Website: Catalog name: Section or Mfg:	FireDex https://www.firedex.com/	10%	www.northernsafety.com	10% off NSI lowest advertised price				
Safety	Website: Catalog name: Section or Mfg:	MSA https://us.msasafety.com/	12%	www.northernsafety.com	10% off NSI lowest advertised price				
Safety Glasses		Bolle Safety https://www.bollesafety-usa.com/	15%	No Bid	No Bid				
Safety Wipes		FireWipes https://firewipes.com/	5%	No Bid	No Bid				
Spill	Website: Catalog name: Section or Mfg:	No Bid	No Bid	www.northernsafety.com	10% off NSI lowest advertised price				
Tools (shovels, flashlights, McLeod Tool)	Website: Catalog name: Section or Mfg:	Flamefighter https://www.flamefighter.com/	10%	www.northernsafety.com	10% off NSI lowest advertised price				

Turn Outs	Website: Catalog name: Section or Mfg:	Lion https://www.lionprotects.com/	15%	www.northernsafety.com	10% off NSI lowest advertised price
Wildland	Website: Catalog name: Section or Mfg:	Crew Boss https://crewbossppe.com/	5%	www.northernsafety.com	10% off NSI lowest advertised price
Wildland	Website: Catalog name: Section or Mfg:	C & S Supply https://www.candssupply.com/	25%		
Adapters	Website: Catalog name: Section or Mfg:	Task Force Tips https://www.tft.com/	5%		
Apparatus lights and Light Bars	Website: Catalog name: Section or Mfg:	Code3 https://www.code3esg.com/us/en	20%		
Apparatus lights Displays, Flowmeters, Intercoms	Website: Catalog name: Section or Mfg:	Fire Research Corp https://www.fireresearch.com/	12%		
Badges & Insignia	Website: Catalog name: Section or Mfg:	Blackinton https://www2.blackinton.com/	20%		
Body Armor	Website: Catalog name: Section or Mfg:	Amor Express https://www.armorexpress.com/	5%		
Bunker Gear Cabinets and Washers	Website: Catalog name: Section or Mfg:	Groves https://www.readyrack.com/groves-incorporated/	5%		
Communications	Website: Catalog name: Section or Mfg:	FireComm https://www.firecom.com/	5%		
Emergency Mass Notification Systen	Website: Catalog name: Section or Mfg:	Genasys (Formerly LRAD) https://genasys.com/	5%		
Extrication	Website: Catalog name: Section or Mfg:	Amkus https://www.amkus.com/	5%		
Extrication	Website: Catalog name: Section or Mfg:	Ajax Tools http://www.ajaxrescuetools.com/	10%		
Fire Department Mounting Hardwar	Website: Catalog name: Section or Mfg:	Ziamatic https://www.ziamatic.com/	10%		
Fire Extinguisher Cabinets	Website: Catalog name: Section or Mfg:	Larsen https://www.excab.com/	10%		
Fire Extinguisher Wheeled Units and Skids	Website: Catalog name: Section or Mfg:	Amerex https://www.amerex-fire.com/ Freight Excluded	20%		
Fire Extinguisher Wheeled Units and Skids	Website: Catalog name: Section or Mfg:	Ansul https://www.ansul.com/en/us/pages/default.aspx Freight Excluded	20%		
Fire Extinguishers and Accessories	Website: Catalog name: Section or Mfg:	Amerex https://www.amerex-fire.com/	20%		
Fire Extinguishers and Accessories	Website: Catalog name: Section or Mfg:	Ansul https://www.ansul.com/en/us/pages/default.aspx	20%		
Firefight Recovery and Personal Cooling	Website: Catalog name: Section or Mfg:	Polar Breeze www.polarbreeze.net	5%		
Flashlights	Website: Catalog name: Section or Mfg:	Bayco/Nightstick https://www.baycoproducts.com/	40%		
Flashlights	Website: Catalog name: Section or Mfg:	Streamlight https://www.streamlight.com/	40%		
Gauges & Flow Meters	Website: Catalog name: Section or Mfg:	Class One https://www.haleproducts.com/	20%		
G-Force Nozzles	Website: Catalog name: Section or Mfg:	Task Force Tips https://www.tft.com/	0%		
Hose	Website: Catalog name: Section or Mfg:	Key Hose http://www.keyhose.com/Municipal/	40%		
Hose Reels	Website: Catalog name: Section or Mfg:	Hanny Reels https://www.hannayreelsales.com/	5%		
Ladders	Website: Catalog name: Section or Mfg:	Duo-Safety https://www.duosafety.com/ Freight Excluded	12%		
Ladders	Website: Catalog name: Section or Mfg:	Little Giant Ladders https://www.littlegiantladder.com/ Freight Excluded	20%		
LDH Water Flow Devices	Website: Catalog name: Section or Mfg:	Harrington, Inc. https://www.harrinc.com/	30%		
Nozzles and Appliances	Website: Catalog name: Section or Mfg:	Task Force Tips https://www.tft.com/	5%		
Nozzles, Adapters and Valves	Website: Catalog name: Section or Mfg:	Akron https://www.akronbrass.com/	30%		
Nozzles, Adapters and Valves	Website: Catalog name: Section or Mfg:	Elkhart Brass http://www.elkhartbrass.com/	30%		

Nozzles, Adapters and Valves	Website: Catalog name: Section or Mfg:	C & S Supply https://www.candssupply.com/	25%
Pike Poles	Website: Catalog name: Section or Mfg:	Nupla https://nuplatools.com/ Freight Excluded	10%
Pumps	Website: Catalog name: Section or Mfg:	Hale https://www.haleproducts.com/ Freight Excluded	22%
Rescue and Extrication	Website: Catalog name: Section or Mfg:	Jaeger Tech http://www.jaegertechcorp.com/	2%
Scene Lighting	Website: Catalog name: Section or Mfg:	Command Light https://www.commandlight.com/ Freight Excluded	5%
Technical Rescue Equipment	Website: Catalog name: Section or Mfg:	RescueTech www.rescuetech1.com	5%
Uniforms	Website: Catalog name: Section or Mfg:	Feccheimer http://www.fechheimer.com/	5%
Uniforms	Website: Catalog name: Section or Mfg:	Blauer https://www.blauer.com/	5%
Uniforms	Website: Catalog name: Section or Mfg:	Elbeco https://www.elbeco.com/	5%
Uniforms	Website: Catalog name: Section or Mfg:	Bates Footwear https://www.batesfootwear.com/US/en/home	20%
Valves and Accessories	Website: Catalog name: Section or Mfg:	Hale https://www.haleproducts.com/	22%
Ventilation	Website: Catalog name: Section or Mfg:	SuperVac https://supervac.com/	15%

COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN THE CITY OF BUCKEYE
AND
MATLICK ENTERPRISES, INC. DBA UNITED FIRE EQUIPMENT COMPANY

EMERGENCY RESPONSE, FIREFIGHTING AND SAFETY EQUIPMENT AND SUPPLIES
CONTRACT NO. 2024144

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM (this "Addendum") is entered into as of_____, between the City of Buckeye, an Arizona municipal corporation (the "City") and Matlick Enterprises, Inc. dba United Fire Equipment Company, an Arizona corporation (the "Contractor").

WHEREAS, after a competitive procurement process, which is documented in the Award attached hereto as Exhibit A and incorporated herein by reference, The State of Arizona entered into Contract No. CTR050476, dated July 1, 2020 with the Contractor (such contract and subsequent amendments thereto here referred to as the "State of Arizona Contract") The State of Arizona Contract is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the City is permitted by Section 24-3-16 of the City Procurement Code to make purchases via cooperative purchasing pursuant to a cooperative purchasing contract; and

WHEREAS, the Contractor has made a proposal to the City, which is attached hereto as Exhibit A and incorporated herein by reference (the "Contract"); and

WHEREAS, the City desires to accept the Proposal and enter into contract with the Contractor under the terms and conditions of the State of Arizona Contract, by issuing this Addendum to said contract.

THEREFORE, the City now enters into this Addendum with Contractor, for the goods and services set forth in State of Arizona Contract, which is attached hereto as Exhibit A and incorporated herein by reference. This Addendum incorporates the terms and conditions of the State of Arizona Contract, save that references therein to State of Arizona shall be read to refer to the City of Buckeye. This Addendum shall be effective as of the date set forth below for approval and remain in effect for the remainder of the State of Arizona Contract CTR050476 unless such term is modified or extended pursuant to the terms of the State of Arizona Contract. The Contractor shall provide all goods and services in accordance with the State of Arizona Contract, which is attached hereto as part of Exhibit A, in a total amount not to exceed $500,000.00.

FURTHER, this Addendum is subject to cancellation pursuant to ARS §38-511.

FURTHER, to the extent applicable, 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 A.R.S. § 23-214(A). The Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this

Addendum and may result in the termination of this Addendum by the City. The City retains the right to inspect the papers of the Contractor's or its subcontractors' employees who perform any work or services pursuant to this Addendum to ensure compliance with these warranties.

FURTHER, to the extent applicable, the Contractor warrants that it is not participating and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

FURTHER, to the extent applicable under ARIZ. REV. STAT. § 35-394, Contractor certifies that it does not currently, and agrees for the duration of this Agreement that it will not use (i) the forced labor of ethnic Uyghurs in the Peoples Republic of China ("ethnic Uyghurs"), (ii) any goods or services produced by the forced labor of ethnic Uyghurs, or (iii) any Contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs. If Contractor becomes aware that it is not in compliance with this paragraph, Contractor shall notify the City of the noncompliance within five (5) business days of becoming aware of it. If Contractor fails to provide a written certification that Contractor has remedied the noncompliance within one hundred eighty (180) days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy period, in which case this Agreement terminates on the Agreement termination date.

FURTHER, the Parties agree that the Addendum and Exhibits thereto shall be governed by State of Arizona law and suits pertaining to the Addendum and Exhibits thereto may only be brought in courts located in Maricopa County, Arizona.

FURTHER, all modifications, including but not limited to service additions and deletions, will be made in writing and with the written agreement of both parties.

FURTHER, in the event of any inconsistency between this Addendum and Exhibit A, the documents shall govern in that order.

THEREFORE, the Parties have executed this Addendum as of the date first set forth above.

CITY

THE CITY OF BUCKEYE,
an Arizona Municipal corporation

_____
Dan Cotterman, City Manager

CONTRACTOR

MATLICK ENTERPRISES INC. DBA
UNITED FIRE EQUIPMENT COMPANY,
an Arizona corporation

By: Paul Fraser

Its: Product Manager

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

EXHIBIT A
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2024144

[State of Arizona Contract]

See following page(s).

CONTRACT AMENDMENT

CONTRACT NO.: AMENDMENT NO.: TITLE: CONTRACTOR:	CTR050476 3 Emergency Response, Firefighting and Safety Equipment and Supplies Matlick Enterprises Inc – United Fire Equipment Co	ADEQ PROCUREMENT 1110 W. Washington Street Phoenix, AZ 85007 602-771-4730

THE PURPOSE OF THIS AMENDMENT IS TO:

1. Contract is hereby extended to 6/30/2024.

2. Contractor shall procure, maintain and provide ADEQ with current certificate of insurance meeting the insurance requirements as stated in the Special Terms and Conditions Section 3-A.

   The Certificate of Insurance should be issued to:

   Arizona Department of Environmental Quality
   Contracts and Procurement
   1110 W. Washington Street
   Phoenix, AZ 85007-2935

   And emailed to weiner.jeremiah@azdeq.gov

3. All other Requirements, Specifications, Terms and Conditions remain unchanged.

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY
ACKNOWLEDGEMENT AND AUTHORIZATION

This contract extension shall be fully executed upon the approval electronically in Arizona Procurement Portal (APP) eProcurement System by an authorized representative of the Contractor and applied to the contract in APP by the Procurement Officer or delegate.

	Invitation for Bid Solicitation No. BPM002337 Emergency Response, Firefighting and Safety Equipment and Supplies	Arizona Department of Environmental Quality 1110 W. Washington Street Phoenix, AZ 85007

OFFER FORMS (ATTACHMENTS)

Offer and Acceptance Form (Attachment I)

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide **Emergency Response, Firefighting and Safety Equipment and Supplies** in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	X date 5/29/2020	Initial					
Revised Offers:	X date #1	initial	X date #1	initial	X date #1	initial	
	X date #4	initial	X date #5	initial	X date #6	initial	
Best and Final Offer:	X date	initial					

United Fire Equipment Company
Offeror company name

335 N 4th Avenue
Address

Tucson AZ 85705
City | State | ZIP

86-0354767
Federal tax identifier (EIN or SSN)

Signature of person authorized to sign Offer — Initials

Robert Begany
Printed name and title

Tucson Branch Manager
Contact name and title

bobb@ufec.com — (520)622-3639 x171
Contact Email Address — Contact phone number

CERTIFICATION: By signature in the above, Offeror certifies that it:

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by number #1 at the top of this form, and which was dated May 29, 2020 (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

ADEQ Contract No. is CTR050476 **The effective date of the contract is:** July 1, 2020 **Contract awarded** June 24, 2020

Kim Shelley, CPPB
Procurement Officer Signature

Teena Ziegler
Teena Ziegler, CPPO, CPPB, Chief Procurement Officer

End of Attachment I

	STATE OF ARIZONA **Arizona Department of Environmental Quality (ADEQ)** 1110 W. Washington Street Phoenix, AZ 85007 **INVITATION FOR BID (IFB)**
Solicitation Number	BPM002337
Solicitation Title	Emergency Response, Firefighting and Safety Equipment and Supplies
Offer Due Date and Time	May 29, 2020 at 3:00 P.M. MST Local Arizona Time

Site Visit (Date/Time/Location)	N/A	
Point of Contact / Telephone / Email	Patricia Lorenzen / 602.771.4776 / Lorenzen.patricia@azdeq.gov	
Pre-Bid Meeting (Date/Time/Location)	N/A	
Description	The Arizona Department of Environmental Quality (ADEQ) is soliciting bids for Emergency Response, Firefighting and Safety Equipment and Supplies.	
Contract Type & Term *(Refer to Terms & Conditions)*	*(Choose One)* ☒ Firm Fixed Price ☐ Other Pricing	*(Choose One)* ☐ Single Requirement ☒ Annual Requirement with Options for Renewal

SUBMITTALS: Offers submitted in response to this Invitation for Bid (IFB) shall be submitted within the State's e-Procurement system, Arizona Procurement Portal (APP) https://app.az.gov. Late submittals will not be considered. Offers received by the due date and time will be electronically opened. Offers submitted outside of APP, or those that are received after the due date and time, shall be rejected.

FOR QUESTIONS REGARDING THE SOLICITATION - Submit questions in writing via the "Discussion Forum" tab in APP no later than:

May 15, 2020, 1:00 P.M. MST Local Arizona Time.

FOR APP TECHNICAL QUESTIONS – Contact the APP helpdesk staff by telephone at 602-542-7600. Due to heavy call volume, allow at least 24 hours to receive a response. APP Supplier Reference Guides: https://spo.az.gov/app/supplier/QRG

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Patricia Lorenzen
Senior Procurement Specialist
Email: lorenzen.patricia@azdeq.gov
DATE: April 28, 2020

Arizona Department of
Environmental Quality
1110 W. Washington Street
Phoenix, AZ 85007

CONTRACT **PAGE**

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Attachment III – Discount Schedule

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Attachment V - Boycott of Israel Disclosure

Attachment VI - Offeror's References

Attachment VII - Experience and Capacity Questionnaire

Attachment VIII - Conformance Statements

Attachment IX - Insurance Evidence

Attachment X - Offer Checklist

	INVITATION FOR BID (IFB) SOLICITATION NO. BPM002337 Emergency Response, Firefighting and Safety Equipment and Supplies SCOPE OF WORK	Arizona Department of Environmental Quality 1110 W. Washington Street Phoenix, AZ 85007

1. What the Arizona Department of Environmental Quality (ADEQ) is soliciting:

The Arizona Department of Environmental Quality (ADEQ), Procurement Division, as authorized under A.R.S. § 41-2501 is seeking to establish one or more "statewide" contracts to satisfy the needs for all state agencies, boards, and commissions, as well as participating purchasing cooperative members (collectively, the Eligible Agencies) to provide Emergency Response, Firefighting and Safety Equipment and Supplies. The Special Terms and Conditions provide a more detailed definition of Eligible Agencies, and a list of all state agencies is available on the State Procurement Office website at:

https://azdirect.az.gov/agencies.

A list of participating purchasing cooperative members is available at:

https://spo.az.gov/procurement-services/cooperative-procurement.

ADEQ anticipates awarding multiple contracts to begin providing services by a target date of July 2020.

2. Background:

The Arizona Department of Environmental Quality (ADEQ) is seeking to establish multiple "statewide" contracts to satisfy the needs for all state agencies, boards, and commissions, as well as participating purchasing cooperative members (collectively, the Eligible Agencies) to provide Emergency Response, Firefighting and Safety Equipment and Supplies. The estimated dollar amount of equipment and supplies under the proposed contract is $ 500,000 annually based on historic data. This is an estimated usage and because this contract will be used on an as needed basis, ADEQ makes no guarantee as to the actual spend under any resultant contract.

3. Scope of Services:

ADEQ is seeking to enter into Contract(s) with one or more qualified Contractors to provide discount percentage off catalog/online pricing for a wide variety of Emergency Response, Firefighting, and Safety Equipment and Supplies.

3.1 The Contractor shall provide a comprehensive selection of products available through manufacturer's current published price lists. Products offered shall be the newest product model available from the manufacturer. No prototype, demo products, rebuilt or reconditioned products shall be accepted. Equipment shall conform, as applicable, to Occupational Safety & Health Administration (OSHA), as well as, all other industry standards, including the National Electric Code and the National Fire Protection Association, in effect at the time of delivery.

3.2 Contractor shall have the ability to create and process numerous individual accounts for order placement, billing and reporting purposes and have inventory and transportation capacities sufficient to meet customer demand and contract delivery requirements.

3.3 Contractor shall have the capacity to ship product within 2 days of order or shall state expected ship date at the time the quote/order is requested.

3.4 The Contractor shall have qualified and trained personnel capable of assisting all Eligible Agencies with all contract activities. Contract activities shall include such things as; customer dispute resolution services (at transaction level), multiple account set up and management, expediting services (order follow up), customer assistance, etc.

3.5 The Contractor shall assign a representative(s) to the State to act as a liaison between the Eligible Agencies and the contractor. The representative(s) may be assigned by geographic region. At a minimum, one primary representative and one back-up shall be assigned to act as main points of contact for the Using Entities.

3.6 The Contractor shall have the ability to handle electronic, P-card, hard copy, phone, and/or walk in/will call orders as described within this solicitation. This includes providing and maintaining electronic and/or hardcopy catalogs along with toll-free phone customer service for ordering support and also web based catalogs that are maintained for the sole purpose of the State of Arizona Contract products and services.

3.7 The Contractor shall be responsible for ensuring the most current manufacturer's published price lists are available to Eligible Agencies and shall keep updated any on-line catalogs as well as the documentation posted through the State's e-Procurement system (APP).

3.8 The Contractor shall have a return process in place to accommodate for any defective or damaged product. Any item that is received in error or in a defective or damaged condition shall be replaced or returned within thirty (30) days at no cost to the Eligible Agency.

3.9 Upon receipt of any Release Purchase Order under this Contract the Contractor will be required to deliver all goods and services as requested within 45 days to Eligible Agency.

3.10 Contractor shall be capable of state wide delivery.

Arizona Department of
Environmental Quality
1110 W. Washington Street
Phoenix, AZ 85007

1. **Authority to Contract:**
   This Contract is issued under the authority of ADEQ in accordance with ARS §41-2533.

2. **Contract Type:**
   Firm Fixed Price.

3. **Contract Award:**
   Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq, the State of Arizona intends to establish a contract for the goods or services as listed herein in service to eligible agencies. The State may reject any or all Bids if such action is in the State's best interest. The State may waive informalities and minor irregularities on Bids received. The State reserves the right to make an award on any item for any quantity less than the quantity offered, at unit prices offered, unless the Offeror specifies otherwise in the Bid. The State reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the State's best interest to do so.

4. **Uniform Terms and Conditions v9 (Rev 7-1-2013):**
   The State of Arizona's Uniform Terms and Conditions are hereby incorporated by reference as if fully set forth herein. This document may be accessed through the ADOA State Procurement Office Web Site:

   https://spo.az.gov/administration-policy/state-procurement-resource/standard-forms-and-documents

   https://spo.az.gov/sites/default/files/documents/files/Uniform%20Terms%20and%20Conditions%20V9_%28Rev%207-1-2013%29.pdf

5. **Term of Contract:**
   The term of the Contract shall commence upon award and shall remain in effect for a period of one year thereafter unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the State of Arizona shall have the right, at its sole option, to renew the contract up to forty- eight (48) additional months for a maximum of five (5) years. In the event that the State exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the exception of price. The Contractor shall agree that the price stated in the original contract shall apply unless otherwise allowed.

6. **Amendments:**
   Any change in the contract including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the Procurement Office of the State of Arizona. Any such amendment shall specify an effective date, any increases or decreases in the amount of the Contractors' compensation if applicable and entitled as an 'Amendment', and signed by the parties identified in the preceding sentence. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the contract.

7. Changes:

ADEQ reserves the right to add or delete products and services and make other changes within the general specifications as may be deemed necessary to best serve the interests of the state. In the event that additional products or services are needed, they shall be documented by formal amendment to the contract.

8. Arizona Procurement Portal (APP) system:

a. Offerors must be registered within the Arizona Procurement Portal (APP) system. Visit the Arizona Procurement Portal (APP) system for registration at: https://app.az.gov/.

b. The Solicitation is sent through the Arizona Procurement Portal (APP) system https://app.az.gov/.

c. For more information please access ADEQ Procurement site at: https://www.azdeq.gov/procurementoffice

9. Pricing:

a. Price Adjustment:
Price increase requests will only be considered 60 days prior to Contract extension and shall be for factors the Contractor was not aware of at the time of Offer submission. ADEQ shall determine whether the requested price increase or an alternate option is in the best interest of ADEQ. If a price increase request is received after the allotted time frame the requested price increase will not be accepted.

b. Price Reduction:
A price reduction adjustment may be offered at any time during the term of the Contract and shall become effective upon notice.

10. Estimated Quantities:

a. Any Contract resulting from this Solicitation shall be on an as needed, if needed basis. ADEQ makes no guarantee as to the total quantity of goods/services to be purchased during the Contract period.

b. A Purchase Order will be the mechanism to purchase any goods and services as detailed in Scope of Work.

c. Additional related products and services may be purchased by an Eligible Agency from Contractor during the term of the contract per contract pricing.

d. Additional Equipment, Equipment Upgrades, Parts and Accessories may be purchased at later date that will be compatible with the purchased equipment from this Contract and/or with current equipment already in use, at a discounted price (Attachment II, Pricing Sheet Section III - DISCOUNT).

11. Non-Exclusive Contract:

An Eligible Agency has the right to procure the goods or services listed herein from Contractors other than those awarded pursuant to this Solicitation when necessary to meet the requirements of ADEQ.

12. Lobbying:

Contractor shall not engage in lobbying activities, as defined in 40 CRF pt. 34 and ARS 41-1231 et. seq., using monies awarded under this contract. Upon award of a contract, contractor shall disclose all lobbying activities to ADEQ to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to ensure that monies awarded under a contract shall not be used for lobbying. All proposed subcontractors shall be subject to the same lobbying provisions stated above. Contractor must include anti-lobbying provisions in all contracts with subcontractors.

13. Delivery:

Delivery shall be FOB Destination to the Eligible Agency at the address listed on the order document. The Unit Price indicated on the Quote for an Item shall include any cost associated with delivery. The Contractor shall retain title and control of all goods until they are delivered. Equipment shall be off-loaded by the shipper at the designated shipping point. Inside delivery is a requirement of this contract. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The Eligible Agency will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspections.

14. Warranty:

a. One Year Warranty:

If an extended warranty is not purchased, the Manufacturer Warranty shall commence on the day of installation/activation and shall remain in effect for a minimum of one year unless otherwise specified. The warranty shall cover all parts, labor and return shipping from the manufactures authorized service center.

b. Extended Warranty:

If an extended warranty (Pricing Sheet Attachment II, Section II-WARRANTY) is purchased, it shall cover all parts, labor and insured return shipping from authorized service center. At any time during the extended warranty period, if the Eligible Agency returns equipment to the Contractor for repair, calibration, etc. and the work performed will take longer than one week from receipt of the equipment, if requested, the Contractor shall provide to the Eligible Agency a like replacement unit, until the equipment is repaired and returned to the Eligible Agency.

15. Contractor Responsibilities:

a. Operating and Maintenance Manuals:

Within one week of purchase, the Contractor shall furnish a complete, detailed guide for maintenance and operation of the new equipment purchased. Manuals shall be provided at no additional cost to the Eligible Agency.

b. Technical Assistance:

Contractor shall provide on-call technical assistance via telephone during normal business hours of 9:00 a.m. to 4:00 p.m. Local Arizona Time. Within four business hours from the time technical assistance is requested, it shall be provided. This service shall be provided to the Eligible Agency during the initial and extended warranty periods at no cost to the Eligible Agency.

16. Current Products:

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

17. Payment:

The State will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any bid that requires payment in less than thirty (30) calendar days shall not be considered.

18. Payment Discount:

Payment discount periods will be computed from the date of receipt of goods or services or correct invoice, whichever is later, to the date State's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the State shall be entitled to take advantage of any payment discount offered by the Vendor, provided payment is made within the discount period.

Billing:

All billing notices shall identify the specific items being billed. Billing notices shall reference the Purchase Order number and contract number. Contractor shall submit all invoices to the Eligible Agency per the order document.

a. The Eligible Agency shall process the approved claim for prompt payment in accordance with the standard operating procedures of the State of Arizona. Applicable taxes, if any, shall be listed separately.

19. Taxes:

The State of Arizona is exempt from Federal Excise Tax, including Federal Transportation Tax. Sales Tax, if any, should be indicated as a separate item.

a. The amount of any applicable transaction privilege or use tax of a political subdivision of the State is not a factor in evaluating the overall cost of an Offer.

20. Offshore Performance of Work Prohibited:

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

21. Subcontractor:

Contractor shall submit any proposed subcontractors not originally identified in Contractor's proposal, or any substitution of subcontracts to ADEQ for its approval prior to Contractor entering into same. Upon termination of any subcontract, ADEQ shall be notified within one business day. Each subcontract to which ADEQ has consented shall contain a provision that further assignments shall not be made to any third or subsequent tier subcontractor without additional written consent of the ADEQ.

22. Indemnification:

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

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.

23. Insurance Requirements:

23.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

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

Minimum Scope and Limits of Insurance:
Contractor shall provide within 15 days of Contract Award coverage with limits of liability not less than those stated below.

Commercial General Liability (CGL) – Occurrence Form
Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Damage to Rented Premises	$50,000
Each Occurrence	$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

Combined Single Limit (CSL)	$1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease - Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

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

Additional Insurance Requirements:
The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

24. Notice of Cancellation:
For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to the Arizona Department of Environmental Quality, Attn: Purchasing, 1110 W Washington St., Phoenix, AZ 85007.

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

26. Verification of Coverage:
Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

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

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

27. Subcontractors:
Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

28. Approval and Modifications:
The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

29. Exceptions:
In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

30. Federal Immigration and Nationality Act:
By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

a. The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and

31. Non-Discrimination:
In accordance with A.R.S. §41-1461, contractor shall provide equal employment opportunities for all person, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.

32. E-Verify:
In accordance with A.R.S. §41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. §23-214, Subsection A.

33. Non-Availability of Funds:
In accordance with A.R.S. §35-154, every payment obligation of the State under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to 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 paragraph.

34. Audit of Records:
In accordance with to A.R.S. §35-214, 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 years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

35. Conflict of Interest:
In accordance to A.R.S. §38-511, the State may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the matter of the Contract.

36. Cancellation for Conflict of Interest:
Pursuant to A.R.S. §38-511, the State of Arizona, its political subdivision or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state of Arizona, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the state of Arizona, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee of or a consultant to any party to this contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the Contractor, and any successor to the Contractor, receives written notice of the cancellation unless the notice specifies a later time.

37. Applicable Law:
In accordance with A.R.S. §41-2501 and AAC R2-7-101, et seq, Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement code.

38. Arbitration:
In accordance with A.R.S. §12-1518, the parties agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

39. Inclusive Offeror(s):
Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for a percentage of deliveries made under any subsequent contract. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization'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.

40. Certification of Small Businesses and Disadvantaged Business Enterprises (DBE):

It is highly recommended that small businesses and DBEs get certified as such. EPA reporting, requirements have changed and it is in the best interests of such businesses to become certified as soon as possible, certification is typically free. Several certifying agencies are as follows: City of Phoenix, City of Tucson, Small Business Association (SBA), Arizona Department of Transportation (ADOT) and Environmental Protection Agency (EPA).

1. **Solicitation Inquiries:**
The ADEQ Solicitation Contact Person listed on page (i) of this Solicitation shall be the sole point of contact for purposes of the preparation and submittal of the Solicitation.

2. **Offer Format:**
The following information shall be submitted with each Bid. Failure to include all of the requested information may result in the Bid being rejected.

Attachment I	Offer and Acceptance Form
Attachment II	Pricing Sheet
Attachment III	Discount Schedule
Attachment IV	Confidentiality and Trade Secrets
Attachment V	Boycott of Israel
Attachment VI	Offeror's References
Attachment VII	Experience and Capacity Questionnaire
Attachment VIII	Conformance Statements
Attachment IX	Insurance Evidence
Attachment X	Offer Checklist

3. **Offer Submittal:**
Offeror shall submit Bid and required documents electronically in the Arizona Procurement Portal (APP) system by the Bid due date and time.

4. **Offer Submission:**
Offerors shall complete and submit electronically all of the following no later than the Offer due date and time:

4.1 Completed and signed Offer and Acceptance Form (Attachment I).
- 4.1.1 Offeror shall complete the top half of the Offer and Acceptance form (Attachment I) which shall include the signature of a person authorized to bind the Offeror.

4.2 Completed Pricing Sheet Form (Attachment II) in response to this Solicitation.
- 4.2.1 In addition to completing Pricing Sheet Form, Offeror to enter "1" for the "Unit Price" field on the "Items" tab in Arizona Procurement Portal (APP) system.
- 4.2.2 If available, include Prompt Payment Terms on the Pricing Sheet (Attachment II) as requested.
- 4.2.3 On the Pricing Sheet (Attachment II) Offeror is to include a URL link to the Technical Documents for equipment on the Pricing Sheet or include the Technical Documents as part of bid.

4.3 Completed Discount Schedule (Attachment III) in response to this solicitation.

4.4 Completed Confidentiality and Trade Secrets Form (Attachment IV)

4.5 Completed and signed Boycott of Israel Disclosure (Attachment V).

4.6 Completed Offeror's References Form (Attachment VI).
- 4.6.1 Offeror shall provide the names, addresses, contact persons, telephone numbers and email addresses of three (3) verifiable business entities or organizations for which the Offeror has provided similar product/services as stated in the Scope of Work. References shall be verifiable, provide contacts of individuals able to comment on the Offeror's related experience and provision of product/services.

4.7 Completed Offeror's Organization (Experience and Expertise) Form (Attachment VII),
4.7.1 Offeror to provide narrative response to Solicitation (not to exceed 3 pages).
4.8 Completed Conformance Statements (Attachment VIII).
4.9 Insurance Evidence (Attachment IX).

5. **Offer Acceptance Period:**
Any Offeror submitting an offer under this Solicitation shall hold its offer open for a period of sixty (60) days after the Offer due date.

6. **Acknowledgement of Solicitation Amendments:**
Receipt of Solicitation Amendment(s) are to be acknowledged electronically in the Arizona Procurement Portal (APP) system prior to or by the Offer due date and time. Failure to acknowledge Solicitation Amendment(s) may result in the Bid being rejected.

7. **Uniform Instructions to Offerors (Rev 9-2014):**
The State of Arizona's Uniform Instructions to Offerors are hereby incorporated by reference, as if in full text. This document may be accessed through the ADOA State Procurement Office Web Site:

https://spo.az.gov/administration-policy/state-procurement-resource/standard-forms-and-documents

https://spo.az.gov/sites/default/files/documents/files/Uniform%20Instructions%20to%20Offerors%20%28rev%209-2014%29.pdf

8. **Bid Rejection:**
The State reserves the right to reject any, or all, bids, combinations of items, or lot, and to waive defects or informalities.

9. **Erasures:**
Erasures or other modifications must be initialed by the individual signing the Invitation for Bid.

10. **Exceptions:**
All exceptions included with the offer shall be submitted in a clearly identified separate section of the offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting contract. Any exceptions contained in the offer may negatively affect the offers evaluation based on the evaluation criteria. An offer that takes exception to any material requirement of the solicitation may be rejected.

11. **Evaluation Criteria:**
The Contract shall be awarded to the lowest responsible and responsive bidder whose Bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bid.

12. **Pricing:**
Pricing shall be submitted on an all inclusive basis and shall include all costs associated with performance of the Scope of Work, including without limitation, labor rates, travel and per diem, labor benefits, payroll burden, insurance, Workman's compensation, fees, all taxes, profit, overhead and all other related cost factors to included delivery.

12.1 Price Adjustment

Price increase requests will only be considered 60 days prior to Contract extension and shall be for factors the Contractor was not aware of at the time of Offer submission. ADEQ shall determine whether the requested price increase or an alternate option is in the best interest of ADEQ. If a price increase request is received after the allotted time frame the requested price increase will not be accepted.

12.2 Price Reduction

A price reduction adjustment may be offered at any time during the term of the Contract and shall become effective upon notice.

12.3 Estimated Quantities

Any Contract resulting from this Solicitation shall be on an as needed, if needed basis. ADEQ makes no guarantee as to the total number of items to be purchased during the Contract period.

13. **Reference Guides:**

Arizona Procurement Portal (APP) Reference Guides are available at https://spo.az.gov/app/supplier/QRG and/or contact the Arizona Procurement Portal Help Desk at 602-542-7600.

14. **Withdrawal of Offer:**

Offerors may withdraw their Offer in Arizona Procurement Portal (APP) at any time prior to the due date and time.

	Invitation for Bid Solicitation No. BPM002337 Emergency Response, Firefighting and Safety Equipment and Supplies	Arizona Department of Environmental Quality 1110 W. Washington Street Phoenix, AZ 85007

OFFER FORMS (ATTACHMENTS)

Offer and Acceptance Form (Attachment I)

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide **Emergency Response, Firefighting and Safety Equipment and Supplies** in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	x							
	date 5/29/2020	initial						
Revised Offers:	x		x		x			
	date #1	initial	date #1	initial	date #1	initial		
	x		x		x			
	date #4	initial	date #S	initial	date #6	initial		
Best and Final Offer:	x							
	date	initial						

United Fire Equipment Company	
Offeror company name	Signature of person authorized to sign Offer — Initials
335 N 4th Avenue	Robert Begany
Address	Printed name and title
Tucson AZ 85705	Tucson Branch Manager
City | State | ZIP	Contact name and title
86-0354767	bobb@ufec.com (520)622-3639 x171
Federal tax identifier (EIN or SSN)	Contact Email Address — Contact phone number

CERTIFICATION: By signature in the above, Offeror certifies that it:

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41–1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by number #1 at the top of this form, and which was dated May 29, 2020 (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

ADEQ Contract No. is CTR050476 **The effective date of the contract is:** July 1, 2020 **Contract awarded** June 24, 2020

Kim Shelley, CPPB
Procurement Officer Signature

Teena Ziegler
Teena Ziegler, CPPO, CPPB, Chief Procurement Officer

End of Attachment I

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/06/24	**AGENDA ITEM:** 4.G. FD - Amendment to Cooperative Contract Purchase Addendum (CCPA) No. 2024053 between the City of Buckeye, an Arizona municipal corporation, and Municipal Emergency Services, Inc.
DATE PREPARED: 02/05/24	**DISTRICT NO.:** All
STAFF LIAISON: Jake Rhoades, Fire Chief, jrhoades@buckeyeaz.gov, (623) 349-6723	
DEPARTMENT: Fire	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Change Order No. 1 to the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024053 between the City of Buckeye, An Arizona municipal corporation, and Municipal Emergency Services, Inc., a Nevada corporation, for the purchase of personal protection equipment and fire services equipment; and authorize the City Manager to execute and deliver said Change Order on behalf of the City.

SUMMARY

PROJECT DESCRIPTION:
The addition of staff and pricing increases warrant further procurement beyond the previously established do not exceed amount of $250,000 under CCPA No. 2024053.

BENEFITS:
Competitive pricing, use of local vendors, consistency of quality of products provided to members and ability to secure products within reasonable lead times are all beneficial.

FINANCIAL IMPACT STATEMENT:
Annual budget for personal protection equipment and Fire Equipment will not be exceeded.

CURRENT FISCAL YEAR TOTAL COST:
$500,000

BUDGETED:
Yes

FISCAL YEAR:
2023

FUND/DEPARTMENT:
10002144

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Municipal Emergency Contract 040220 (Sourcewell).pdf

MES 040220-MES Price File.pdf

CO No. 1 to CCPA No. 2024053 with Municipal Emergency Services.pdf

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Sourcewell

Solicitation Number: RFP #040220

CONTRACT

This Contract is between **Sourcewell,** 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Municipal Emergency Services Inc.**, 12 Turnberry Ln., 2nd Floor, Sandy Hook, CT 06482 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members) in the United States only.

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires May 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

C. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

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Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

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5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract within the United States. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

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The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

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10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

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If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

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remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

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1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event

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$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

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maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

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a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

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work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

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covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 5/5/2020 | 4:59 PM CDT

Municipal Emergency Services Inc.

By: DocuSigned by: Seth Cosans BEDE7B96DF184BB...

Seth Cosans

Title: Contract Administrator

Date: 5/5/2020 | 5:10 PM CDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 5/5/2020 | 5:13 PM CDT

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RFP 040220 - Firefighting Equipment and Rescue Tools with Related Supplies and Accessories

Vendor Details

Company Name:	Municipal Emergency Services Inc
Does your company conduct business under any other name? If yes, please state:	Lawmen Supply Company of New Jersey Inc.
Address:	12 Turnberry Ln 2nd Floor Sandy Hook, CT 06482
Contact:	Seth Cosans
Email:	seth.cosans@mesfire.com
Phone:	410-960-2600
Fax:	410-960-2600
HST#:	651051374

Submission Details

Created On:	Tuesday March 17, 2020 14:42:29
Submitted On:	Tuesday March 31, 2020 13:31:19
Submitted By:	Seth Cosans
Email:	seth.cosans@mesfire.com
Transaction #:	7c771148-545f-4664-bab8-9fd382eb0216
Submitter's IP Address:	173.49.115.251

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Municipal Emergency Services Inc.	*
2	Proposer Address:	12 Turnberry Ln 2nd Floor Sandy Hook, CT,06482	*
3	Proposer website address:	www.mesfire.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Seth Cosans Contract Administrator seth.cosans@mesfire.com 410-960-2600	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Seth Cosans Contract Administrator seth.cosans@mesfire.com 410-960-2600	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Mooney Regional Vice President dmooney@mesfire.com 360-953-7773	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Municipal Emergency Services was established in October of 2000. MES/Lawmen Supply Company is a national full-line first responder and public safety distributor in the US. We represent, stock and distribute over 60,000 thousand products from over 2000 manufacturers. We currently have over 180 outside sales reps, 100 mobile service technicians, as well as dedicated inside sales staff and customer service representatives, and over 16 warehouse locations across the United States. In 2012 MES acquired Lawmen Supply. This merger gives the company the unique ability to serve all first responders and public safety officials on a national level. MES/Lawmen annual sales are in excess of $200MM and the majority of our sales are for fulfillment of contracts and purchases to local, state and federal first responder and public safety organizations. We are a financially stable company with an excellent reputation with our customers and suppliers. What makes MES/Lawmen distinctive is our national presence. Our size, number of sales representatives, service technicians, strategic warehouse locations and geographic coverage positions us to provide superior products and customer service to fire and public safety departments on a national level as no other sales and service distributor can provide.	*

8	Provide a detailed description of the products and services that you are offering in your proposal.	MES represents the best manufactures for first responder and public safety products in our industry including but not limited to Firefighting Equipment and Rescue Tools with Related Supplies and Accessories to include: equipment, tools, supplies, and accessories used for all types of fire and rescue service, including structural firefighting, wildland firefighting, technical rescue, aircraft rescue, HazMat, and EMS, including, but not limited to: Firefighting water flow equipment including hoses, adaptors, monitors, nozzles, valves, racks, rollers, and wrenches, Fire pumps including skid units, portable pumps, compressed air foam systems, Firefighting suppression, retardant, and extinguishing agents including foam, dry chemicals, concentrates, Firefighting attack and rescue tools including ventilation systems, forcible entry tools, thermal imaging equipment, saws, axes, and Halligan bars, Extrication tools including sledges, rams, cutters, spreaders, drills, lifting bags, cushions, combo tools, and rapid stabilization struts, Technical, vertical, trench, and confined space rescue equipment including cribbing, rope, webbing, pulleys and descenders, and rescue bags, Hazardous material equipment including gas detection and monitoring equipment, HazMat suits, decontamination equipment, and staging kits, Related tools and accessories including bags, goggles, straps, flashlights, decals, and badges	*
9	What are your company's expectations in the event of an award?	MES's expectations upon an award from Sourewell is to update our sales force on the new contract vehicle for which the membership would have access and to roll out to that membership the same level of service that MES provides to all of our agencies everyday many of which are already members. Providing another wonderful way for customers to achieve their missions and for MES to help them reach each solution with the best value that we provide in the way we service all of our markets nation wide.	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	MES is attaching a bank reference letter as well as audited financials from 2018 to show how stable and strong we are and have continued to grow.	*
11	What is your US market share for the solutions that you are proposing?	MES represents 25% market share nationwide and has been working to grow with great contracts like Sourcewell provides.	*
12	What is your Canadian market share, if any?	N/A	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	MES is an authorized distributor reseller and service provider for the manufactures we represent nationwide with the exception a few areas. We do this all with our own company owned sales and service teams working closely with the manufactures we represent without any other network outsourcing. MES is an industry leader for both sales and service.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	MES sales force experience is second to none in the public safety industry. They are trained and have the experience to size agencies for turnout gear and many other types of gear including body armor.. They are knowledgeable subject matter specialists concerning NFPA standards for turnout gear and SCBA certifications standards as they are changing. Our Service technicians are certified to evaluate test repair and work on 3M/Scott Safety SCBA systems and various other Air supply compressors and components that support 3M Scott SCBA's. MES is one of only very few Five Star certified 3M Scott National Service groups.	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	As mentioned in another section MES is only one of a very few that is a 3m/Scott Safety Five Star Safety certified group and we are very proud of this. To achieve this as a distributor you must have certified technicians, mobile and stocking service locations and maintain certain standards for excellence for which MES has for many years.	*
19	What percentage of your sales are to the governmental sector in the past three years	95% of MES business is and has been to government. Local Towns, County, and State government agencies which are the bulk of our business. MES does sell to some contractors that service certain aspects of the safety market however that is a smaller part.	*
20	What percentage of your sales are to the education sector in the past three years	Less than 2%. MES does sell to some public safety groups that have security police forces or fire rescue training academies however those purchases are still not a bulk of our overall business.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	MES NPPGov Contracts the last three years sold $56,194,974.17. NY HIRE Contract the last three years sold $18,874,155.57. NJ State Contract the last three years sold $27,572,071.00.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	MES has a GSA contract. Last three years total sales $14,837.00. MES's GSA contract has no COOP provision so no agency other than Federal or Military can purchase from that contract. It is also very limited and does not offer the same products requested within this RFP.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
Los Angeles City Fire Department	Assistant Chief Wade White	213-703-4504	*
West Metro Fire and Rescue	Fire Chief Don Lombardi	303-989-4307	*
City of Aurora Fire-Rescue Department	Deputy Chief of Operations Stephen McInerny II	303-326-8889	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Miami Dade Fire Rescue	Government	Florida - FL	Fire Rescue PPE and Service	$78,499.00 avg	$6,986,426.25	*
San Diego Fire	Government	California - CA	Fire Rescue PPE and Service	$ 48,997.00 avg	$6,516,619.15	*
L.A. Co Fire	Government	California - CA	Fire Rescue PPE and Service	$38,882.00 avg	$6,415,498.09	*
Sacramento Metro Fire	Government	California - CA	Fire Rescue PPE and Service	$52,477.00 avg	$6,402,231.76	*
Houston Fire	Government	Texas - TX	Fire Rescue PPE and Service	$41,346.00 avg	$6,367,298.70	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable.Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Municipal Emergency Services has a sales force of approximately 180 sales representatives in the field across the United States. This sales force is backed up by skilled inside regional office support throughout the USA to process sales orders, purchase orders with manufacturers and support customers.	*
26	Dealer network or other distribution methods.	Municipal Emergency Services is the distributor/dealer for the products proposed.	*
27	Service force.	Municipal Emergency Services has a mobile service force of approximately 100 service technicians fully trained and certified by the manufacturer.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Municipal Emergency Services has 30+ customer service representatives to assist sales representatives and service technicians with order placing, job scheduling and followup. It is a company initiative that a response to an inquiry is made the same business day whenever possible and no later than the next business day.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	MES will not be providing any coverage to Canada. MES distribution agreements are for the USA and that is where we have sales, service and customer service staff to maintain the market in the USA.MES covers 44 states so there are only a few areas in the USA MES does not have sales coverage. Maine, Rhode Island, Kentucky, Michigan, Wisconsin, and North Dakota.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	MES has a nationwide presence and coverage with sales force across the bulk of the states as well as strategically placed warehouses and service stations to support orders and service related work.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Shipping for large, bulky or heavy items MES will quote as needed separately. From time to time MES may include shipping as added discount at no charge. When MES ships from our warehouses to get products to customers quickly shipping may be added and at other times drop shipments may have shipping included no charge due to shipping terms with manufacture's. Whatever the fairest and most equitable shipping situation MES will present to each order. Hawaii and Alaska orders shipping will be quoted as stated. MES will present these shipping terms at time of each quote. This would apply to all US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Municipal Emergency Services is very familiar with promoting contracts. As the largest supplier of First Responder Equipment in the US, we recognize the value of contracts and the time and money that can be saved by agencies not having to go to bid and still receive the items they specify as a solution for their entity from contracts. Additionally MES has implemented an outbound call center (Sales Development Team) that is tasked with reaching out to customers to make them aware of new products, services, etc. Promoting a new contract would fit nicely in this team's scope of work.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Municipal Emergency Services has a marketing team that handles our print, digital and social media marketing campaigns. Content is regularly created and posted to our approximately 100,000 followers made up of customers and industry professionals.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Promotion from Sourcewell in concert with MES would be very important to all its membership. Sourcewell brings significant municipal contract experience and coupled with MES's national relationships would be powerful. Our sales staff is well versed in contracts of this type and their importance so integration into our program would be seamless.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Municipal Emergency Services has several e-procurement process options and order type and expected frequency would play a role in deciding which of these platforms are appropriate. As examples we have a normal e-commerce website in which members could be given a code to unlock discounts on specific items. We have a custom web store that specific department approved items can be populated and access for procurement granted to as many or few individuals as an agency deems appropriate. There is also dynamic quoting which is similar to the custom website but designed for a smaller number of items that are ordered in high volume. Of course we have the traditional method of ordering where a member can email and call the sales representative or office directly and place an order.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	MES provides SCBA annual test service maintenance in and out of warranty. MES also performs training on SCBA set up of new certification packs, as well as many other general review of products. If specific requests for training are made outside of general review MES quotes those training on a case by case based on all of the products in need of training based on time and number of people needed to train which can vary.	*
37	Describe any technological advances that your proposed products or services offer.	MES has SOS stores which are Signature Online Stores which are unique in our industry and newer tech we can provide and can be built and configured to meet the needs of large customers as one example of services. MES represents the best PPE products in the industry that provides some of the most outstanding tech for first responders like programs that track turnout gear, and SCBA service, also protection advances in general that make turnout gear lighter and yet still keep firefighters safe under newer standards.	*
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	N/A	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	MES is not a (WMBE) so this does not apply. N/A	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	MES has the largest and experienced sales force that are subject matter specialists in the equipment we sell and amazing service technicians to service many of those products. This is what sets MES apart from any other group in the USA.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	MES is not interested in providing an award of what we submit outside of the USA at this time. MES's distributor contracts are set for distribution in the USA.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	The warranties provided by each manufacture being bid provides slightly different things. Most provide for coverage against mfg defects for a industry standard amount of time. Some cover parts and labor within warranty period however some do not cover labor.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All of the warranties for the companies MES is bidding shows coverage for normal wear and use. Abuse to a produce normally does have a provision to exclude coverage however MES works very closely with each mfg to work through any warranty issue with customers.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most mfg warranty do not cover travel time and mileage unless there is a gross failure of the product and in those cases we work with the mfg to work through the issue on a case by case issue which is rare.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	MES will not be providing any coverage to Canada. MES distribution agreements are for the USA and that is where we have sales and service staff to maintain the market in the USA.There are only a few areas in the USA MES does not have sales and service coverage. We address this on a case by case basis as for the listed products we cover most of the USA Alaska and Hawaii.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	MES is the distributor of products made by manufacturers we represent. MES follows the Manufacturers warranty.Depending on the Manufacturer MES works on some of the products under warranty and out of warranty repairs. Some of them are sent back to the manufacturer in and out of warranty for service all based on MFG policy.	*
48	What are your proposed exchange and return programs and policies?	Goods received in damaged or defective condition will be repaired or replaced as outlined by the manufactures warranty and guidelines. If the product was damaged while in transport, a claim will be filed with the carrier and we will then work to resolve the replacement asap. These evaluations are expected to be done within 30 days of delivery or sooner by the customer. After that time MES and most manufacturers will not be held responsible for whatever issue is presented. MES does our best to always resolve issues presented.	*
49	Describe any service contract options for the items included in your proposal.	MES lists service for items we submit for bid. These are both for annual testing, repair in and out of warranty with listed labor and parts cost discount.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Municipal Emergency Services, Inc utilizes Community Leasing Partners as a source for leasing/financing eligible items when requested.	*
52	Describe your formal trade-in program or policy for the products or equipment offered in your proposal, if any. Upload trade-in program materials (if applicable) in the document upload section of your response.	From time to time and when market conditions permit, Municipal Emergency Services may offer a trade in credit for items being replaced. When applicable, the value of the trade in will be based on market and product conditions at the time.	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Municipal Emergency Services has several ordering platforms and as stated previously, MES is a dealer so there would be no network outside of ourselves processing orders. All orders, regardless of the sales platform utilized will be marked that they are Sourcewell Contract orders within our internal systems to make quarterly reporting simplified. When a sales representative creates a quote, there is a "forced field" where the rep must select a contract (or none) but there is no default and the field cannot be bypassed. Once a quote is verified and approved by a member, the quote becomes the sales order, the sales order generates a purchase order to our supplier if not in stock in our facility, and then becomes an invoice- all a product of the original quote and does not have to be re-entered at every step. The ordering platforms offered are traditional orders, in which a customer contacts the sales representative or office with approval to order. Most orders on this contract would likely fall into this category due to the customization of many of these protective clothing items. We have several electronic platforms that can be utilized depending on the anticipated order size and frequency. We have a customizable web store in which the member would have a private website with approved items. We also have a dynamic quote system designed for smaller quantities of items in which the member can log in and order off of a quote with an extended expiration date.	*
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	MES limits P-Card and credit card purchases to $10,000. There is no added fee to use this method.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	MES will upload MSRP, list or net price sheets depending on manufacturer as we list them as well as discounts off of those MSRP, list price or net price lists as the Sourcewell price.	*
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	MES will list the discount from MSRP, list or net price sheets depending on manufacturer as we list them for the Sourcewell proposed bid price.	*
57	Describe any quantity or volume discounts or rebate programs that you offer.	MES gives our best price based on the volume of business we do annually so any added volume discounts would only be when we have special pricing to list as Sourcewell indicated can be done on a case by case in the portal as they happen.	*
58	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	For any open market requested items or items not found on contract MES would quote those as open market at the same agency discounted pricing we do every day.	*
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Special requests such as training on items not always listed, inside delivery, lift gates so that deliveries can be more easily offloaded or anything else, MES is willing to work with the membership to price out to take care of the needs of the agencies and make sure their goals are met. MES's goal is to be the first and last supplier and service provider agency members think of and go to because we know there are other options and we are here to make sure you get the best value which is not always the low price for the best job.	*
60	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Shipping for large, bulky or heavy items MES will quote as needed separately. From time to time MES may include shipping as added discount at no charge. When MES ships from our warehouses to get products to customers quickly shipping may be added and at other times drop shipments may have shipping included no charge due to shipping terms with manufacture’s. Whatever the fairest and most equitable shipping situation MES will present to each order. MES will present these shipping terms at time of each quote. Hawaii and Alaska orders shipping will be quoted as stated per quote. MES has a very substantial account with Federal Express so MES's rates are very low considering how much volume we ship every year.	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and or freight to Alaska or Hawaii are quoted per quote. MES is not interested in servicing Canada at this time. MES does no exporting unless shipped to a Federal/DOD location.	*
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Unique distribution that MES offers is our many hubs through out the USA and if we do not have it in stock our relationships with our manufactures are second to none in the industry making MES the effective hammer in the market that we are today. Any special quicker shipping requests can be quoted upon request and MES will do our best to accommodate. MES has a very substantial account with Federal Express so MES's rates are very low considering how much volume we ship every year.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
63	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.		

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Within the MES ordering system as mentioned reference ordering there is a forced tab that must be selected when entering a quote to select a contract vehicle. Sourcewell being one of those that needs to be selected when quoting for that contract if awarded and once selected the sales representative then ensures that the item quoted is getting the sourcewell discounted price per the contract price list or in the case that there is any added discount also as listed to determine if shipping would be included as sometimes is or if needs to be added based on the situation we need to quote shipping. Quarterly a report is pulled by Vice President of Finance and then reviewed by the contract administrator then once review is complete fees are calculated using excel with the formula set to the fee percentage due and then that report is then sent back to the Vice President of Finance for his department's review. Once approved the fee is sent to Sourcewell for the quarterly sales.	*
65	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	MES proposes a 1% fee for all sales quarterly.	*

Table 14: Industry Specific Questions

Line Item	Question	Response *	
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Upon an award MES would survey our sales force to see how the response of the membership customers wish to use this contract vehicle to purchase. And MES will be tracking success of the use of the contract by its membership when we look at the quarterly reports to see how much business is completed using this contract after it has had a couple quarters to be promoted both by Sourcewell and by MES.	*
67	Describe the unique design and feature attributes of the products and/or equipment offered in your proposal.	MES provides the very best that the fire and public safety industry manufacturers have to offer our market. Many of these products are similar however MES takes feedback from agencies and gives that back to manufacturers to improve products performance and safety while maintaining safety standards and certifications. MES has had many manufacturers make products just for MES to offer as a result so that MES can provide thermal imaging cameras, gloves, boots, or other products that are better than we normally see in the market.	*
68	Describe available options for customization of the products and/or equipment offered in your proposal.	MES offers the full range of options from all of the various manufactures represented to customize items within the extent that certifications allow.	*
69	If you provide on-site or in-person sales, service, training, and/or support, explain how those activities are handled and the unique attributes of your process.	Once MES gets an order which involves a need for sizing of any product our regional sales force is in contact with the agency membership to schedule sizing. If fitting is needed after delivery MES is again available to help with that as well and any alterations can be ordered or addressed quickly.	*
70	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	MES has as mentioned in other tabs the largest and most experienced subject matter specialist in the industry for on site sales demo, training and support. Our sales force works closely with the manufactures having many of their folks ride with MES sales force to sales calls to demo and service products. This makes MES the reason we are the first ones agencies call and even though we may not always be the lowest price we are the best value in the industry. MES gets it done.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - MES Audited Financials 2018 FS.pdf - Tuesday March 24, 2020 09:25:05
- Marketing Plan/Samples - MES Sourcewell 04022020 Marketing plan.doc - Monday March 30, 2020 17:38:32
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Sourcewell 0402 Warranty.doc - Monday March 30, 2020 17:38:44
- Pricing - SW MES PL 04022020.zip - Monday March 30, 2020 17:35:02
- Additional Document - MESWEL~1.PDF - Tuesday March 24, 2020 09:25:15

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this RFP and any resulting Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP; and, the Proposer has not participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named solicitation.

3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.

4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.

5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Seth Cosans, Contract Administrator, Municipal Emergency Services Inc

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Firefighting_Eqpt_and_Tools_RFP040220 Thu March 19 2020 10:41 AM	☑	1
Addendum_2_Firefighting_Eqpt_and_Tools_RFP040220 Wed March 4 2020 11:38 AM	☑	2
Addendum_1_Firefighting_Eqpt_and_Tools_RFP040220 Wed February 19 2020 03:16 PM	☑	2

DocuSign Envelope ID: 0F5875A8-D99B-4F97-A3BA-BFB8CFAF9C06

AMENDMENT #1
TO
CONTRACT # 040220-MES

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Municipal Emergency Services Inc.** (Vendor).

Sourcewell awarded a contract to Vendor to provide Firefighting Equipment and Rescue Tools with Related Supplies and Accessories, to Sourcewell and its Participating Entities, effective May 5, 2020, through May 7, 2024 (Contract).

The parties wish to amend the Contract.

NOW THEREFORE, Section 20. Insurance–Subsection A. Requirements– Item 5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability, of the Contract, is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO

Date: 3/6/2023 | 9:44 PM CST

Municipal Emergency Services Inc.

DocuSigned by:
By: John Walker
10644B472C64440...
John Walker, CFO

Date: 3/6/2023 | 3:21 PM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO

Date: 3/7/2023 | 6:02 AM CST

MES #040220-MES

Pricing for contract #040220-MES is provided at discount range of 4% - 34% off current price sheet to Sourcewell participating agencies.

COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN
THE CITY OF BUCKEYE
AND
MUNICIPAL EMERGENCY SERVICES, INC.
Contract No. 2024053

CHANGE ORDER # 1

THIS CHANGE ORDER # 1 (this "Change Order") is entered into as of _____ between the City of Buckeye, an Arizona municipal corporation (the "City") and Municipal Emergency Services, Inc., a Nevada corporation (the "Contractor"). This Change Order modifies certain sections of Contract No. 2024053 (the "Contract"), with those sections not expressly modified remaining in full effect pursuant to their terms.

Contract Changes:

1. Contract Price, is amended by increasing the not-to-exceed amount from $250,000.00 to $500,000.00.

Except as amended herein, all provisions of the Contract remain in full force and effect. In the event of any conflict or discrepancy between the terms of this Change Order, the Contract, and any other contract documents, the documents shall govern in that order. This Change Order may be canceled pursuant to the provisions of A.R.S. § 38-511. To the extent applicable under A.R.S. § 35-394, Municipal Emergency Services, Inc. certifies that it does not, and will not for the duration of the Contract, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

The original Contract Price was not-to-exceed (NTE) $250,000.00.
The amended Contract Price at the time of this Change Order was NTE $250,000.00.
The amended Contract Price after this Change Order is NTE $500,000.00.

IN WITNESS WHEREOF, the parties hereto have executed this Change Order as of the date first set forth above.

CITY:

THE CITY OF BUCKEYE,
an Arizona municipal corporation

_____
Dan Cotterman, City Manager

CONTRACTOR:

MUNICIPAL EMERGENCY SERVICES, INC.,
a Nevada corporation

By: John Walker

Its: CFO

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

Exhibit A

COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN THE CITY OF BUCKEYE
AND
MUNICIPAL EMERGENCY SERVICES, INC

FIREFIGHTING EQUIPMENT AND RESCUE TOOLS

CONTRACT NO. 2024053

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM (this "Addendum") is entered into as of October 6, 2023, between the City of Buckeye, an Arizona municipal corporation (the "City"), and Municipal Emergency Services, Inc, a Nevada corporation (the "Contractor").

WHEREAS, after a competitive procurement process, which is documented in the Award attached hereto as part of Exhibit A, "Sourcewell" and Contractor entered into Contract No. 040220-MES, dated May 5, 2020 (such contract and subsequent amendments thereto herein referred to as the "Sourcewell Contract"), which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS the City is permitted by Section 24-3-16 of the City Procurement Code to make purchases via cooperative purchasing pursuant to a cooperative purchasing contract; and

WHEREAS, the Contractor has made a proposal to the City, in the form of the Sourcewell Contract No. 040220-MES, attached here to as Exhibit A, and incorporated herein by reference (the "Proposal"); and

WHEREAS, the City desires to accept the Proposal and enter into contract with the Contractor under the terms and conditions of the Sourcewell Contract, by issuing this Addendum to said contract.

THEREFORE, the City now enters into this Addendum with the Contractor for the goods and services set forth in the Proposal. This Addendum incorporates the terms and conditions of the Sourcewell Contract, except to the extent superseded herein. All references in the Sourcewell Contract to Sourcewell shall be read to refer to the City of Buckeye. This Addendum shall be effective as of the date set forth below for approval and remain in effect for the remainder of the Sourcewell's Contract term unless such term is modified or extended pursuant to the terms of the Sourcewell Contract. Payments to the Contractor shall be calculated in accordance with the Proposal, which is attached hereto as part of Exhibit A, in a total amount not to exceed $250,000.00.

FURTHER, this Addendum is subject to cancellation pursuant to ARS §38-511.

FURTHER, to the extent applicable, 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 A.R.S. § 23-214(A). The Contractor's or

its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Addendum and may result in the termination of this Addendum by the City. The City retains the right to inspect the papers of the Contractor's or its subcontractors' employees who perform any work or services pursuant to this Addendum to ensure compliance with these warranties.

FURTHER, to the extent applicable, the Contractor warrants that it is not participating and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

FURTHER, to the extent applicable under A.R.S. § 35-394, the Contractor certifies that it does not, and will not for the duration of this Addendum, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

FURTHER, all modifications, including but not limited to service additions and deletions, will be made in writing and with the written agreement of both parties.

FURTHER, in the event of any inconsistency between this Addendum, the Sourcewell Contract, and Exhibit A, the documents shall govern in that order.

THEREFORE, the Parties have executed this Addendum as of the date first set forth above.

CITY	**CONTRACTOR**
THE CITY OF BUCKEYE, an Arizona Municipal corporation	Municipal Emergency Services, Inc, a Nevada corporation
Dan Cotterman, City Manager	Ward Petrie, SVP Finance

EXHIBIT A
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2024053

Sourcewell Contract

See following pages.

Sourcewell

Solicitation Number: RFP #040220

CONTRACT

This Contract is between **Sourcewell,** 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Municipal Emergency Services Inc.**, 12 Turnberry Ln., 2nd Floor, Sandy Hook, CT 06482 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members) in the United States only.

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires May 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

C. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract within the United States. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event

$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

Date: 5/5/2020 | 4:59 PM CDT

Municipal Emergency Services Inc.

DocuSigned by:
By: Seth Cosans
BEDE7B96DF184BB...
Seth Cosans
Title: Contract Administrator

Date: 5/5/2020 | 5:10 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 5/5/2020 | 5:13 PM CDT

RFP 040220 - Firefighting Equipment and Rescue Tools with Related Supplies and Accessories

Vendor Details

Company Name:	Municipal Emergency Services Inc
Does your company conduct business under any other name? If yes, please state:	Lawmen Supply Company of New Jersey Inc.
Address:	12 Turnberry Ln 2nd Floor Sandy Hook, CT 06482
Contact:	Seth Cosans
Email:	seth.cosans@mesfire.com
Phone:	410-960-2600
Fax:	410-960-2600
HST#:	651051374

Submission Details

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Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Municipal Emergency Services Inc.	*
2	Proposer Address:	12 Turnberry Ln 2nd Floor Sandy Hook, CT,06482	*
3	Proposer website address:	www.mesfire.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Seth Cosans Contract Administrator seth.cosans@mesfire.com 410-960-2600	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Seth Cosans Contract Administrator seth.cosans@mesfire.com 410-960-2600	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Mooney Regional Vice President dmooney@mesfire.com 360-953-7773	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Municipal Emergency Services was established in October of 2000. MES/Lawmen Supply Company is a national full-line first responder and public safety distributor in the US. We represent, stock and distribute over 60,000 thousand products from over 2000 manufacturers. We currently have over 180 outside sales reps, 100 mobile service technicians, as well as dedicated inside sales staff and customer service representatives, and over 16 warehouse locations across the United States. In 2012 MES acquired Lawmen Supply. This merger gives the company the unique ability to serve all first responders and public safety officials on a national level. MES/Lawmen annual sales are in excess of $200MM and the majority of our sales are for fulfillment of contracts and purchases to local, state and federal first responder and public safety organizations. We are a financially stable company with an excellent reputation with our customers and suppliers. What makes MES/Lawmen distinctive is our national presence. Our size, number of sales representatives, service technicians, strategic warehouse locations and geographic coverage positions us to provide superior products and customer service to fire and public safety departments on a national level as no other sales and service distributor can provide.	*

8	Provide a detailed description of the products and services that you are offering in your proposal.	MES represents the best manufactures for first responder and public safety products in our industry including but not limited to Firefighting Equipment and Rescue Tools with Related Supplies and Accessories to include: equipment, tools, supplies, and accessories used for all types of fire and rescue service, including structural firefighting, wildland firefighting, technical rescue, aircraft rescue, HazMat, and EMS, including, but not limited to: Firefighting water flow equipment including hoses, adaptors, monitors, nozzles, valves, racks, rollers, and wrenches, Fire pumps including skid units, portable pumps, compressed air foam systems, Firefighting suppression, retardant, and extinguishing agents including foam, dry chemicals, concentrates, Firefighting attack and rescue tools including ventilation systems, forcible entry tools, thermal imaging equipment, saws, axes, and Halligan bars, Extrication tools including sledges, rams, cutters, spreaders, drills, lifting bags, cushions, combo tools, and rapid stabilization struts, Technical, vertical, trench, and confined space rescue equipment including cribbing, rope, webbing, pulleys and descenders, and rescue bags, Hazardous material equipment including gas detection and monitoring equipment, HazMat suits, decontamination equipment, and staging kits, Related tools and accessories including bags, goggles, straps, flashlights, decals, and badges	*
9	What are your company's expectations in the event of an award?	MES's expectations upon an award from Sourewell is to update our sales force on the new contract vehicle for which the membership would have access and to roll out to that membership the same level of service that MES provides to all of our agencies everyday many of which are already members. Providing another wonderful way for customers to achieve their missions and for MES to help them reach each solution with the best value that we provide in the way we service all of our markets nation wide.	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	MES is attaching a bank reference letter as well as audited financials from 2018 to show how stable and strong we are and have continued to grow.	*
11	What is your US market share for the solutions that you are proposing?	MES represents 25% market share nationwide and has been working to grow with great contracts like Sourcewell provides.	*
12	What is your Canadian market share, if any?	N/A	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	MES is an authorized distributor reseller and service provider for the manufactures we represent nationwide with the exception a few areas. We do this all with our own company owned sales and service teams working closely with the manufactures we represent without any other network outsourcing. MES is an industry leader for both sales and service.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	MES sales force experience is second to none in the public safety industry. They are trained and have the experience to size agencies for turnout gear and many other types of gear including body armor.. They are knowledgeable subject matter specialists concerning NFPA standards for turnout gear and SCBA certifications standards as they are changing. Our Service technicians are certified to evaluate test repair and work on 3M/Scott Safety SCBA systems and various other Air supply compressors and components that support 3M Scott SCBA's. MES is one of only very few Five Star certified 3M Scott National Service groups.	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	As mentioned in another section MES is only one of a very few that is a 3m/Scott Safety Five Star Safety certified group and we are very proud of this. To achieve this as a distributor you must have certified technicians, mobile and stocking service locations and maintain certain standards for excellence for which MES has for many years.	*
19	What percentage of your sales are to the governmental sector in the past three years	95% of MES business is and has been to government. Local Towns, County, and State government agencies which are the bulk of our business. MES does sell to some contractors that service certain aspects of the safety market however that is a smaller part.	*
20	What percentage of your sales are to the education sector in the past three years	Less than 2%. MES does sell to some public safety groups that have security police forces or fire rescue training academies however those purchases are still not a bulk of our overall business.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	MES NPPGov Contracts the last three years sold $56,194,974.17. NY HIRE Contract the last three years sold $18,874,155.57. NJ State Contract the last three years sold $27,572,071.00.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	MES has a GSA contract. Last three years total sales $14,837.00. MES's GSA contract has no COOP provision so no agency other than Federal or Military can purchase from that contract. It is also very limited and does not offer the same products requested within this RFP.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
Los Angeles City Fire Department	Assistant Chief Wade White	213-703-4504	*
West Metro Fire and Rescue	Fire Chief Don Lombardi	303-989-4307	*
City of Aurora Fire-Rescue Department	Deputy Chief of Operations Stephen McInemy II	303-326-8889	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Miami Dade Fire Rescue	Government	Florida - FL	Fire Rescue PPE and Service	$78,499.00 avg	$6,986,426.25	*
San Diego Fire	Government	California - CA	Fire Rescue PPE and Service	$ 48,997.00 avg	$6,516,619.15	*
L.A. Co Fire	Government	California - CA	Fire Rescue PPE and Service	$38,882.00 avg	$6,415,498.09	*
Sacramento Metro Fire	Government	California - CA	Fire Rescue PPE and Service	$52,477.00 avg	$6,402,231.76	*
Houston Fire	Government	Texas - TX	Fire Rescue PPE and Service	$41,346.00 avg	$6,367,298.70	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable.Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Municipal Emergency Services has a sales force of approximately 180 sales representatives in the field across the United States. This sales force is backed up by skilled inside regional office support throughout the USA to process sales orders, purchase orders with manufacturers and support customers.	*
26	Dealer network or other distribution methods.	Municipal Emergency Services is the distributor/dealer for the products proposed.	*
27	Service force.	Municipal Emergency Services has a mobile service force of approximately 100 service technicians fully trained and certified by the manufacturer.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Municipal Emergency Services has 30+ customer service representatives to assist sales representatives and service technicians with order placing, job scheduling and followup. It is a company initiative that a response to an inquiry is made the same business day whenever possible and no later than the next business day.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	MES will not be providing any coverage to Canada. MES distribution agreements are for the USA and that is where we have sales, service and customer service staff to maintain the market in the USA.MES covers 44 states so there are only a few areas in the USA MES does not have sales coverage. Maine, Rhode Island, Kentucky, Michigan, Wisconsin, and North Dakota.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	MES has a nationwide presence and coverage with sales force across the bulk of the states as well as strategically placed warehouses and service stations to support orders and service related work.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Shipping for large, bulky or heavy items MES will quote as needed separately. From time to time MES may include shipping as added discount at no charge. When MES ships from our warehouses to get products to customers quickly shipping may be added and at other times drop shipments may have shipping included no charge due to shipping terms with manufacture's. Whatever the fairest and most equitable shipping situation MES will present to each order. Hawaii and Alaska orders shipping will be quoted as stated. MES will present these shipping terms at time of each quote. This would apply to all US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Municipal Emergency Services is very familiar with promoting contracts. As the largest supplier of First Responder Equipment in the US, we recognize the value of contracts and the time and money that can be saved by agencies not having to go to bid and still receive the items they specify as a solution for their entity from contracts. Additionally MES has implemented an outbound call center (Sales Development Team) that is tasked with reaching out to customers to make them aware of new products, services, etc. Promoting a new contract would fit nicely in this team's scope of work.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Municipal Emergency Services has a marketing team that handles our print, digital and social media marketing campaigns. Content is regularly created and posted to our approximately 100,000 followers made up of customers and industry professionals.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Promotion from Sourcewell in concert with MES would be very important to all its membership. Sourcewell brings significant municipal contract experience and coupled with MES's national relationships would be powerful. Our sales staff is well versed in contracts of this type and their importance so integration into our program would be seamless.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Municipal Emergency Services has several e-procurement process options and order type and expected frequency would play a role in deciding which of these platforms are appropriate. As examples we have a normal e-commerce website in which members could be given a code to unlock discounts on specific items. We have a custom web store that specific department approved items can be populated and access for procurement granted to as many or few individuals as an agency deems appropriate. There is also dynamic quoting which is similar to the custom website but designed for a smaller number of items that are ordered in high volume. Of course we have the traditional method of ordering where a member can email and call the sales representative or office directly and place an order.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	MES provides SCBA annual test service maintenance in and out of warranty. MES also performs training on SCBA set up of new certification packs, as well as many other general review of products. If specific requests for training are made outside of general review MES quotes those training on a case by case based on all of the products in need of training based on time and number of people needed to train which can vary.	*
37	Describe any technological advances that your proposed products or services offer.	MES has SOS stores which are Signature Online Stores which are unique in our industry and newer tech we can provide and can be built and configured to meet the needs of large customers as one example of services. MES represents the best PPE products in the industry that provides some of the most outstanding tech for first responders like programs that track turnout gear, and SCBA service, also protection advances in general that make turnout gear lighter and yet still keep firefighters safe under newer standards.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	N/A	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	MES is not a (WMBE) so this does not apply. N/A	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	MES has the largest and experienced sales force that are subject matter specialists in the equipment we sell and amazing service technicians to service many of those products. This is what sets MES apart from any other group in the USA.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	MES is not interested in providing an award of what we submit outside of the USA at this time. MES's distributor contracts are set for distribution in the USA.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	The warranties provided by each manufacture being bid provides slightly different things. Most provide for coverage against mfg defects for a industry standard amount of time. Some cover parts and labor within warranty period however some do not cover labor.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All of the warranties for the companies MES is bidding shows coverage for normal wear and use. Abuse to a produce normally does have a provision to exclude coverage however MES works very closely with each mfg to work through any warranty issue with customers.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most mfg warranty do not cover travel time and mileage unless there is a gross failure of the product and in those cases we work with the mfg to work through the issue on a case by case issue which is rare.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	MES will not be providing any coverage to Canada. MES distribution agreements are for the USA and that is where we have sales and service staff to maintain the market in the USA.There are only a few areas in the USA MES does not have sales and service coverage. We address this on a case by case basis as for the listed products we cover most of the USA Alaska and Hawaii.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	MES is the distributor of products made by manufacturers we represent. MES follows the Manufacturers warranty.Depending on the Manufacturer MES works on some of the products under warranty and out of warranty repairs. Some of them are sent back to the manufacturer in and out of warranty for service all based on MFG policy.	*
48	What are your proposed exchange and return programs and policies?	Goods received in damaged or defective condition will be repaired or replaced as outlined by the manufactures warranty and guidelines. If the product was damaged while in transport, a claim will be filed with the carrier and we will then work to resolve the replacement asap. These evaluations are expected to be done within 30 days of delivery or sooner by the customer. After that time MES and most manufacturers will not be held responsible for whatever issue is presented. MES does our best to always resolve issues presented.	*
49	Describe any service contract options for the items included in your proposal.	MES lists service for items we submit for bid. These are both for annual testing, repair in and out of warranty with listed labor and parts cost discount.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Municipal Emergency Services, Inc utilizes Community Leasing Partners as a source for leasing/financing eligible items when requested.	*
52	Describe your formal trade-in program or policy for the products or equipment offered in your proposal, if any. Upload trade-in program materials (if applicable) in the document upload section of your response.	From time to time and when market conditions permit, Municipal Emergency Services may offer a trade in credit for items being replaced. When applicable, the value of the trade in will be based on market and product conditions at the time.	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Municipal Emergency Services has several ordering platforms and as stated previously, MES is a dealer so there would be no network outside of ourselves processing orders. All orders, regardless of the sales platform utilized will be marked that they are Sourcewell Contract orders within our internal systems to make quarterly reporting simplified. When a sales representative creates a quote, there is a "forced field" where the rep must select a contract (or none) but there is no default and the field cannot be bypassed. Once a quote is verified and approved by a member, the quote becomes the sales order, the sales order generates a purchase order to our supplier if not in stock in our facility, and then becomes an invoice- all a product of the original quote and does not have to be re-entered at every step. The ordering platforms offered are traditional orders, in which a customer contacts the sales representative or office with approval to order. Most orders on this contract would likely fall into this category due to the customization of many of these protective clothing items. We have several electronic platforms that can be utilized depending on the anticipated order size and frequency. We have a customizable web store in which the member would have a private website with approved items. We also have a dynamic quote system designed for smaller quantities of items in which the member can log in and order off of a quote with an extended expiration date.	*
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	MES limits P-Card and credit card purchases to $10,000. There is no added fee to use this method.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	MES will upload MSRP, list or net price sheets depending on manufacturer as we list them as well as discounts off of those MSRP, list price or net price lists as the Sourcewell price.	*
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	MES will list the discount from MSRP, list or net price sheets depending on manufacturer as we list them for the Sourcewell proposed bid price.	*
57	Describe any quantity or volume discounts or rebate programs that you offer.	MES gives our best price based on the volume of business we do annually so any added volume discounts would only be when we have special pricing to list as Sourcewell indicated can be done on a case by case in the portal as they happen.	*
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For any open market requested items or items not found on contract MES would quote those as open market at the same agency discounted pricing we do every day.	*
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Special requests such as training on items not always listed, inside delivery, lift gates so that deliveries can be more easily offloaded or anything else, MES is willing to work with the membership to price out to take care of the needs of the agencies and make sure their goals are met. MES's goal is to be the first and last supplier and service provider agency members think of and go to because we know there are other options and we are here to make sure you get the best value which is not always the low price for the best job.	*
60	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Shipping for large, bulky or heavy items MES will quote as needed separately. From time to time MES may include shipping as added discount at no charge. When MES ships from our warehouses to get products to customers quickly shipping may be added and at other times drop shipments may have shipping included no charge due to shipping terms with manufacture's. Whatever the fairest and most equitable shipping situation MES will present to each order. MES will present these shipping terms at time of each quote. Hawaii and Alaska orders shipping will be quoted as stated per quote. MES has a very substantial account with Federal Express so MES's rates are very low considering how much volume we ship every year.	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and or freight to Alaska or Hawaii are quoted per quote. MES is not interested in servicing Canada at this time. MES does no exporting unless shipped to a Federal/DOD location.	*
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Unique distribution that MES offers is our many hubs through out the USA and if we do not have it in stock our relationships with our manufactures are second to none in the industry making MES the effective hammer in the market that we are today. Any special quicker shipping requests can be quoted upon request and MES will do our best to accommodate. MES has a very substantial account with Federal Express so MES's rates are very low considering how much volume we ship every year.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Within the MES ordering system as mentioned reference ordering there is a forced tab that must be selected when entering a quote to select a contract vehicle. Sourcewell being one of those that needs to be selected when quoting for that contract if awarded and once selected the sales representative then ensures that the item quoted is getting the sourcewell discounted price per the contract price list or in the case that there is any added discount also as listed to determine if shipping would be included as sometimes is or if needs to be added based on the situation we need to quote shipping. Quarterly a report is pulled by Vice President of Finance and then reviewed by the contract administrator then once review is complete fees are calculated using excel with the formula set to the fee percentage due and then that report is then sent back to the Vice President of Finance for his department's review. Once approved the fee is sent to Sourcewell for the quarterly sales.	*
65	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	MES proposes a 1% fee for all sales quarterly.	*

Table 14: Industry Specific Questions

Line Item	Question	Response *	
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Upon an award MES would survey our sales force to see how the response of the membership customers wish to use this contract vehicle to purchase. And MES will be tracking success of the use of the contract by its membership when we look at the quarterly reports to see how much business is completed using this contract after it has had a couple quarters to be promoted both by Sourcewell and by MES.	*
67	Describe the unique design and feature attributes of the products and/or equipment offered in your proposal.	MES provides the very best that the fire and public safety industry manufacturers have to offer our market. Many of these products are similar however MES takes feedback from agencies and gives that back to manufacturers to improve products performance and safety while maintaining safety standards and certifications. MES has had many manufacturers make products just for MES to offer as a result so that MES can provide thermal imaging cameras, gloves, boots, or other products that are better than we normally see in the market.	*
68	Describe available options for customization of the products and/or equipment offered in your proposal.	MES offers the full range of options from all of the various manufactures represented to customize items within the extent that certifications allow.	*
69	If you provide on-site or in-person sales, service, training, and/or support, explain how those activities are handled and the unique attributes of your process.	Once MES gets an order which involves a need for sizing of any product our regional sales force is in contact with the agency membership to schedule sizing. If fitting is needed after delivery MES is again available to help with that as well and any alterations can be ordered or addressed quickly.	*
70	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	MES has as mentioned in other tabs the largest and most experienced subject matter specialist in the industry for on site sales demo, training and support. Our sales force works closely with the manufactures having many of their folks ride with MES sales force to sales calls to demo and service products. This makes MES the reason we are the first ones agencies call and even though we may not always be the lowest price we are the best value in the industry. MES gets it done.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - MES Audited Financials 2018 FS.pdf - Tuesday March 24, 2020 09:25:05
- Marketing Plan/Samples - MES Sourcewell 04022020 Marketing plan.doc - Monday March 30, 2020 17:38:32
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Sourcewell 0402 Warranty.doc - Monday March 30, 2020 17:38:44
- Pricing - SW MES PL 04022020.zip - Monday March 30, 2020 17:35:02
- Additional Document - MESWEL~1.PDF - Tuesday March 24, 2020 09:25:15

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this RFP and any resulting Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP; and, the Proposer has not participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named solicitation.

3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.

4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.

5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Seth Cosans, Contract Administrator, Municipal Emergency Services Inc

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ Yes ◉ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Firefighting_Eqpt_and_Tools_RFP040220 Thu March 19 2020 10:41 AM	☑	1
Addendum_2_Firefighting_Eqpt_and_Tools_RFP040220 Wed March 4 2020 11:38 AM	☑	2
Addendum_1_Firefighting_Eqpt_and_Tools_RFP040220 Wed February 19 2020 03:16 PM	☑	2

AMENDMENT #1
TO
CONTRACT # 040220-MES

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Municipal Emergency Services Inc.** (Vendor).

Sourcewell awarded a contract to Vendor to provide Firefighting Equipment and Rescue Tools with Related Supplies and Accessories, to Sourcewell and its Participating Entities, effective May 5, 2020, through May 7, 2024 (Contract).

The parties wish to amend the Contract.

NOW THEREFORE, Section 20. Insurance–Subsection A. Requirements– Item 5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability, of the Contract, is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO

Date: 3/6/2023 | 9:44 PM CST

Municipal Emergency Services Inc.

DocuSigned by:
By: John Walker
10644B472C64440...
John Walker, CFO

Date: 3/6/2023 | 3:21 PM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO

Date: 3/7/2023 | 6:02 AM CST

MES #040220-MES

Pricing for contract #040220-MES is provided at discount range of 4% - 34% off current price sheet to Sourcewell participating agencies.

Municipal Emergency Services

Firefighting equipment

#040220-MES

Maturity Date: 5/7/2024

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 040220-MES gives access to the following types of goods and services:

- Firefighting equipment
- Thermal imaging camera
- Extrication tools
- Rescue tools
- Fire suppression solutions
- Rescue gear
- Fire hose
- Structural gloves
- Fire suppression foam
- Fire foam

Buy Sourcewell

Login to unlock more contract features.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/06/24	**AGENDA ITEM:** 4.H. HR - Membership Agreement with Valley Schools Employee Benefits Group for FY2025
DATE PREPARED: 02/05/24	**DISTRICT NO.:**
STAFF LIAISON: Laura Ingegneri, Human Resources Director, lingegneri@buckeyeaz.gov, (623) 349-6255	
DEPARTMENT: Human Resources	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the Membership Agreement with Valley Schools Employee Benefits Group to enter into a public entity pool to procure insurance products, coverages, and/or services that the City selects for Fiscal Year 2024-2025.

SUMMARY

PROJECT DESCRIPTION:

The current five-year contract between the City and Cigna will expire at the end of this fiscal year, June 30, 2024. With the pending expiration of the Cigna contract, the City is exploring other fiscally responsible options that will provide the most equitable coverage for its employees. The options discussed include becoming fully self-insured, entering into a long-term partnership with an organization like Valley Schools Employee Benefits Group or soliciting other healthcare vendors for employee benefits for an extended term (5-year minimum term). To ensure that the City has adequate time to explore the advantages and disadvantages of these alternative approaches to employee benefits, entering into the Membership Agreement with Valley Schools Employee Benefit Group to procure various employee benefits for the short term will allow the City the ability to continue providing sound coverage for its employees. Under the Membership Agreement, Valley Schools Employee Benefit Group will broker healthcare renewal options to present to the city for its consideration for FY2025. Once the City approves of the provider and its terms, Valley Schools Employee Benefit Group will contract on the City's behalf.

BENEFITS:

Entering into the Membership Agreement will give the City time to consider the most beneficial options to provide healthcare coverage and other employee benefits for its employees. Membership in Valley Schools Employee Benefit Group will provide the City with the most cost-effective method to provide employee benefits and healthcare coverage for FY2025 and the flexibility to pursue the long-term solution for employee benefits and healthcare coverage.

FUTURE ACTION:

To continue exploring the best option to provide employee healthcare coverage and other employee benefits.

FINANCIAL IMPACT STATEMENT:

Citywide Health insurance is a significant expense for the City and is currently budgeted at $14.3 million, proper evaluation of how we provide this critical benefit in the future is crucial.

CURRENT FISCAL YEAR TOTAL COST:
There is no direct FY2024 cost associated with this action. Payment for these services will be factored into our total Health Insurance costs in FY2025.

FISCAL YEAR:
FY2025

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Membership Agreement with Valley Schools Employee Benefits Group.pdf

VALLEY SCHOOLS EMPLOYEE BENEFITS GROUP

MEMBERSHIP AGREEMENT

This MEMBERSHIP AGREEMENT ("Agreement") dated and effective as of _____, (the "Effective Date") is made by and between Valley Schools Employee Benefits Group, an Arizona nonprofit corporation ("VSEBG") and the entity or organization set forth in the signature block below ("Member").

WHEREAS, VSEBG is a public entity pool formed pursuant to Arizona Revised Statutes §§ 11-952, 11952.01, and 15-382; and

WHEREAS, VSEBG desires to admit Member as a member of the VSEBG, and Member desires to become a member of VSEBG, all on the terms and conditions set forth in this Agreement; and

WHEREAS, Valley Schools Management Group is the Administrator of VSEBG, with power and authority to bind VSEBG pursuant to A.R.S. § 11-952.01(H)(5);

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Representations and Warranties of Member. Member hereby represents and warrants to VSEBG that Member is either (a) a "public agency" as defined in A.R.S. § 11-951, or (b) a private, nonprofit education institution, as described in A.R.S. § 11-952.01(I). Member further represents and warrant to VSEBG that Member has read and fully understands the terms and conditions set forth herein.

2. No Obligations to Pay Money or Provide Services Created. The Parties further acknowledge and agree that (a) nothing in this Agreement creates any obligation by either Party to the other to pay monies or to provide any insurance products, coverages or services, or to enter into an agreement or contract to do so, and (b) no such obligation shall exist unless and until the Parties, mutually agree upon the insurance products and coverages, and/or services, that VSEBG is to provide to Member, if any. A Member does not pay an annual membership fee to maintain membership with VSEBG.

3. Annual Contributions. Before the beginning of each fiscal year, VSEBG shall determine Member's contribution if any for that fiscal year to cover Member's financial obligation to VSEBG. Member's financial obligation to VSEBG shall be determined

based on the insurance products, coverages, and/or services that Members selects and that VSEBG agrees to provide to Member if any. VSEBG shall advise Member of its required estimated annual contribution and the timeline for payment prior to Member's commitment to purchase any insurance products, coverages, and/or services. Member shall pay the contribution agreed to in accordance with the timeline established by VSEBG. If, after the beginning of the fiscal year, the Member's estimated annual contribution has become inadequate to pay the Member's actual financial obligations for the products, coverages and/or services the Member has selected, VSEBG may require the Member to cover such inadequacy. Member shall only be responsible for the cost of the insurance products, coverages, and/or services selected by the Member.

4. Additional Contributions. If, after the beginning of the fiscal year, Member and VSEBG agree that VSEBG will provide Member with additional insurance products, coverages, and/or services, VSEBG may assess additional required estimated contributions on Member. VSEBG will advise Member of its required additional estimated contribution and the timeline for payment prior to Member's commitment to purchase additional products, coverages, and/or services. Member shall pay such additional estimated contribution in accordance with the timeline established by VSEBG. If, after the beginning of the fiscal year, the Member's estimated additional contribution has become inadequate to pay the Member's actual financial obligations, VSEBG may require the Member to cover such inadequacy. However, the Member shall only be responsible for the cost of the insurance products, coverages, and/or services selected by Member.

5. Dissolution of VSEBG. If VSEBG is dissolved by a unanimous vote of its permanent directors then in office, VSEBG shall provide Member with written notice of such dissolution no less than one hundred eighty (180) days before the end of the fiscal year at which time the dissolution is to be effective. Upon dissolution, VSEBG shall cause a final accounting to be performed, which shall determine whether (a) Member has any remaining financial obligations to VSEBG, in which case, Member shall pay VSEBG the amount determined to be owed, or (b) VSEBG owes a refund to Member, in which case VSEBG shall pay such amount to Member.

6. Termination of Membership. Member's membership in VSEBG may be terminated by either (i) the withdrawal of Member from VSEBG, in accordance with Section 6(a) below, or (ii) cancellation of Member's membership in VSEBG, in accordance with Section 6(b) below or the dissolution of VSEBG, in accordance with Section 5 above.

(a) Member may withdraw from VSEBG, effective at the end of VSEBG's then-current fiscal year (currently July 1 through June 30), if Member gives VSEBG the Member's intention to withdraw, in writing, no less than ninety (90) days before the end of such fiscal year.

(b) Member's membership in VSEBG may be cancelled, effective at the end of VSEBG's then–current fiscal year, if (i) the permanent directors of the VSEBG then in office unanimously vote to cancel Member's membership, and (ii) after such vote is taken, VSEBG gives Member a written notice of cancellation of its membership no less than one hundred eighty (180) days before the end of the fiscal year. Member's membership may be cancelled, regardless of whether it is under suspension at the time of cancellation, or has previously been suspended pursuant to Section 8 below.

(c) Upon termination of Member's membership in VSEBG and after all claims and expenses are concluded, settled or paid, VSEBG shall cause a final accounting to be performed, which shall determine whether (i) Member has remaining financial obligations to VSEBG, in which case, Member shall pay VSEBG the amount determined to be owed, or (ii) VSEBG owes a refund to Member, in which case VSEBG shall pay such amount to Member. Unless VSEBG determines otherwise, Member shall not be eligible for readmission as a member of VSEBG until a minimum of three (3) years after the date of Member's termination.

7. Liability upon Termination. The termination of Member's membership in VSEBG, whether by withdrawal or cancellation, shall not extinguish any financial obligation of Member to VSEBG for payment of annual contributions and additional contributions incurred prior to Member's termination.

8. Suspension. If Member fails timely to make any required contribution of funds, whether an annual contribution or an additional contribution, VSEBG may give Member a written notice describing such failure and setting forth a period during which Member must cure such failure. If Member fails to cure the failure within the prescribed period (or fails to make and timely complete alternative arrangements that are acceptable to VSEBG in VSEBG's sole and absolute discretion), VSEBG may suspend coverage to Member's beneficiaries, and/or services to Member, in whole or in part, effective upon written notice to Member, in which case Member shall be deemed to not be in good standing.

9. Status of Member; Limitations on Member's Power, Authority, Rights, and Privileges. The Parties agree that, effective as of the Effective Date, Member has become a member of VSEBG within the meaning set forth in A.R.S. § 11-952.01. Member understands, acknowledges, and agrees that (a) Member is not a member of VSEBG for purposes of the Arizona Nonprofit Corporation Act (A.R.S. § 10-3101 et seq.), and (b) Member's rights, privileges, duties, and obligations as a member of VSEBG are and shall be solely as defined and set forth in this Agreement and in A.R.S. § 11-952.01.

10. Termination of Agreement. This Agreement shall automatically terminate immediately upon termination of Member's membership in VSEBG (whether by withdrawal, by cancellation, or by dissolution), as set forth in Sections 5 and 6 above. The provisions of Sections 6(c), 7, 8, 9, 10, 11, and 12 shall survive the termination of this Agreement.

11. Notices. Any notice or other communication required or permitted to be given by this Agreement shall be in writing and shall be deemed given and received when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid), or (b) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the address, and marked to the attention of, the designated person or entity (by name or title). Notices or other communications given to Member shall be addressed to Member at the address set forth below Member's signature block below. Notices or other communications given to VSEBG shall be addressed as follows:

    Valley Schools Employee Benefits Group
    3050 W. Agua Fria Freeway, Suite 250
    Phoenix, AZ 85027
    Attn: VSEBG Administrator

    Either Party may change its address for receipt of notices and other communications by providing notice to the other Party in accordance with this Section 11.

12. Miscellaneous. The laws of the State of Arizona shall govern the performance and construction of this Agreement. The Member may not assign this Agreement or any rights of obligations hereunder. This Agreement may be executed in multiple counterparts, each of which, when so executed and delivered, shall be an original,

but all such counterparts shall together constitute one and the same instruction. The Recitals hereto are hereby incorporated into and made a part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed or caused this Agreement to be executed as of the date first above written.

"VSEBG"

VALLEY SCHOOLS EMPLOYEE BENEFITS GROUP, an Arizona Nonprofit Corporation

By: VALLEY SCHOOLS MANAGEMENT GROUP, an Arizona nonprofit corporation, its Administrator

By: Tom Boone
Tom Boone, its Chairman and CEO

MEMBER"

CITY OF BUCKEYE

By:_____
Signature

Dan Cotterman
Printed name

City Manager
Title

Notices to be sent to:

Name: Dan Cotterman, City Manager
Address: City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

APPROVED AS TO FORM

_____
K. Scott McCoy/ City Attorney

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAtRa-qQVvHrsdfi5Nkly6z2NOk_tOu51g

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/06/24	**AGENDA ITEM:** 4.I. DS - Miller 60-Final Plat-PLZS-21-00150
DATE PREPARED: 02/05/24	**DISTRICT NO.:** 1
STAFF LIAISON: Patricia Cooley, Planner I, pcooley@buckeyeaz.gov, (623) 349-6233	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on a Final Plat for Miller 60 generally located southwest of the intersection of Miller Road and Southern Avenue.

SUMMARY

PROJECT DESCRIPTION:
The applicant has requested approval of a Final Plat of Miller 60. The 60.145 acre subdivision is located generally west of the southwest corner of Miller Road and Southern Avenue. The project includes 20 tracts, one (1) well site, and 232 single-family residential lots with an overall density of approximately 3.86 dwelling units per acre. Approximately 13.16 acres of right-of-way (ROW) is being dedicated to the City of Buckeye through this Final Plat. The proposal is in substantial conformance with the Council approved Preliminary Plat. The Preliminary Plat was due to expire on April 18, 2023 and was granted a one-year extension by the Director. The applicant has also obtained a Certification of Assured Water Supply from the Department of Water Resources, per A.R.S. 9-463.01(I). This Final Plat was previously considered and approved by City Council at the October 18, 2022 and May 16, 2023 regular city council meetings. As part of those approvals, the Final Plat was required to be recorded within 180 days of City Council approval or the plat would be rendered null and void. The applicant was not able to record the plat within the required 180 days and, consequently, the applicant requested a re-approval of the Final Plat and anticipates recording the Final Plat and posting the required financial assurances within the required 180 days. The Final Plat under consideration remains the same as the previously approved final plat. All reviewing departments have approved this proposal.

BENEFITS:
The approval of this Final Plat will allow continued development of traditional single-family residences within the City of Buckeye.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
PLZS-21-00150 Narrative.pdf
PLZS-21-00150 Vicinity Map.pdf
PLZS-21-00150 Miller 60 CAWS.pdf
PLZSP-21-00150 Miller 60 Final Plat Feb 6.pdf

MILLER 60

¼ MILE SWC SOUTHERN AVE & MILLER RD
CITY OF BUCKEYE, AZ

FINAL PLAT NARRATIVE
PLZS-21-00150

JMC ENGINEERING JOB NO. 0046
APN 504-40-019 & APN 504-40-015G

SEPTEMBER 2022

JMC Engineering
7315 North 16th Street, Suite 101, Phoenix, AZ 85020
Tel: 602-374-4148
jmc-eng. **895**

MILLER 60

¼ MILE SWC SOUTHERN AVE & MILLER RD

CITY OF BUCKEYE, AZ 85326

FINAL PLAT NARRATIVE

Prepared For:

MELCOR

6930 E Chauncey Ln #135
Phoenix, AZ 85054
P: (480) 699-4687

Joseph M. Cirone, P.E.

SEPTEMBER 2022

Prepared By:

JMC ENGINEERING
7315 N 16th St, Suite 101
Phoenix, Arizona 85020
(602) 374-4148

JOB NUMBER 0046

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FIGURES & TABLES

FIGURE 1-LAND USE MAP 1
FIGURE 2-ZONING MAP 2
FIGURE 3-VICINITY MAP 2

TABLE 1-SITE DATA 4

CURRENT SITE CONDITION

The site currently being used as farmland.

CURRENT GENERAL PLAN DESIGNATION

The City of Buckeye ratified their General Plan on August 28, 2018. Within this Plan, this parcel is not recognized as an approved Master Planned Community or Area Plan. The subject property is denoted as Neighborhood (yellow color) in the General Plan as reflected below in the Figure 1-Land Use Map.

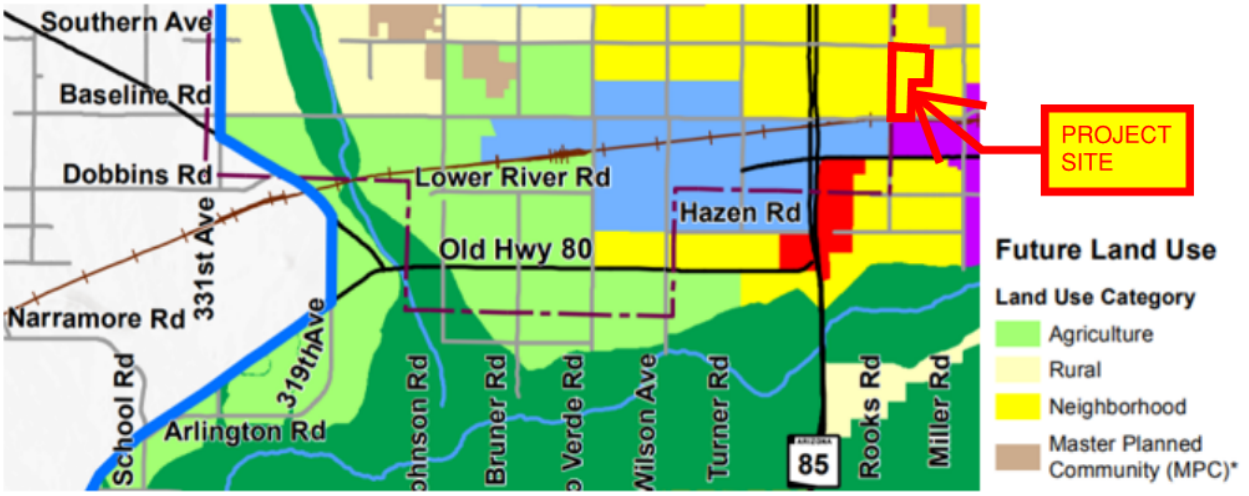


Figure 1-Land Use Map

The Neighborhood Land Use designation denotes areas that have a broader range of residential development than Rural, including low to high density. Neighborhood development may include single-family units (attached and detached), and multifamily units, such as apartments and condominiums. Residential land uses in excess of 1 du/ac are permitted in this designation.

Zoning districts consistent with this land use designation are: SF-18, SF-10, SF-6, SF-3, SF-1, MF-1, MF-2, NMU, CMU, C-1.

CONFORMANCE WITH GENERAL PLAN

The current land use designation is Neighborhood, 1.01-4.0 du/ac. The proposed density for Miller 60 is 3.86 du/acre. The project, as proposed, is in conformance with the General Plan.

CURRENT ZONING DESIGNATION

The current zoning for this parcel is Planned Residential which allows for a mix of lot sizes.

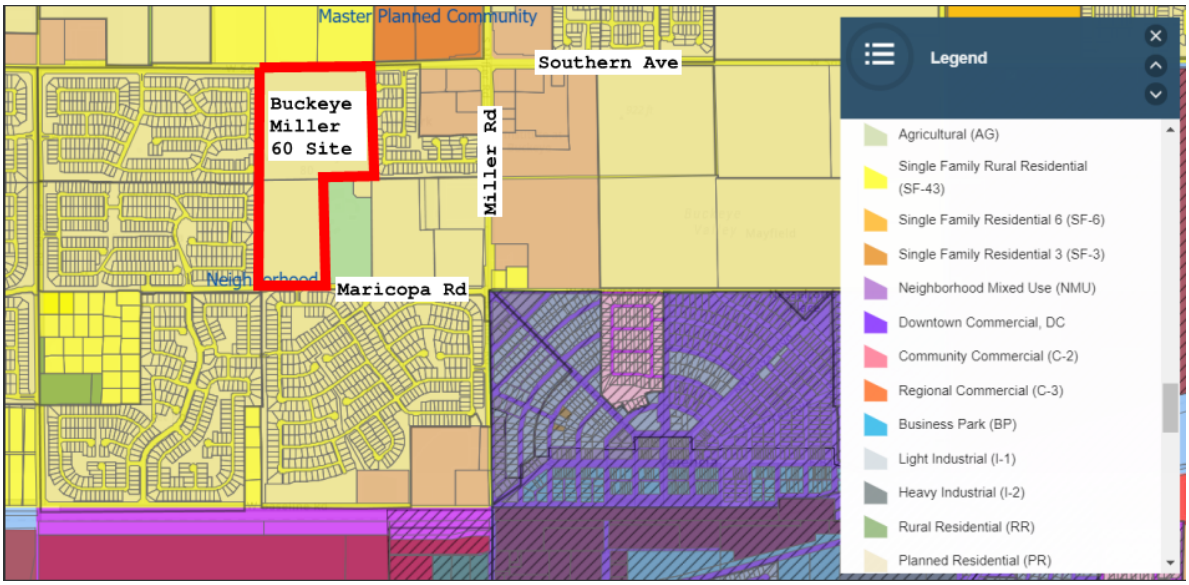


Figure 2-Zoning Map

VICINITY INFORMATION

Interstate 10 (I-10) is located approximately 3 miles to the north of the subject property. There is direct access to I-10 from Miller Road located ¼ mile to the east of the parcel. The project site is located ¼ mile west of Miller Road, south of Southern Avenue, and north of Maricopa Road. Direct and independent access to the proposed subdivision will be off Southern Ave and Maricopa Road. The property is bounded by Sunset Vista subdivision to the west, Blue Hills subdivision to the south, Miller Park & Bales Elementary School to the east, and various properties to the north which are all located within the City of Buckeye Planning Area.

The site is further described as being located within Section 31, Township 1 North and Range 3 West of the Gila and Salt River Meridian, Maricopa County, Arizona within the corporate limits of the City of Buckeye, Arizona. The vicinity map for this project is included as Figure 3.

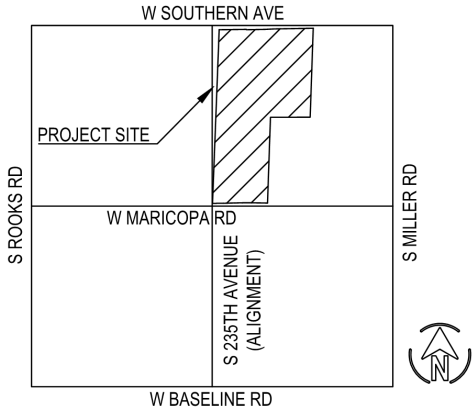


Figure 3-Vicinity Map

DESCRIPTION OF THE REQUEST

This request is being made on behalf of the property owner, Melcor Developments Arizona, Inc., as an application for the final plat of a 60.145-acre property consisting of two (2) separate parcels with APN numbers of 504-40-019, & 504-40-015G. This site will be built in one phase as a single-family detached style development consisting of 232 lots, 20 tracts and 1 well site, 29.15% open space, and 8.34% park space.

CIRCULATION SYSTEM

Onsite Circulation

Circulation and accessibility shall be provided by internal local streets. The developer will propose minimum road width for all internal traffic conveyance. Onsite site roads will be constructed to reflect the City's minimum cross-section for a local street.

Offsite Circulation

The proposed access to Miller 60 will be provided with one connection point at Southern Avenue and one connection points along Maricopa Road. This will ensure independent connections for public safety.

Southern Avenue will be developed with half street improvements in accordance with City of Buckeye minimum cross sections for major arterial roadways. An entrance street will be provided to Maricopa Road which is already developed and standard right-of-way will be provided in accordance with City of Buckeye minimum.

WATER MANAGEMENT PLAN

The City of Buckeye currently does not have a Designation of Assured Water Supply (DAWS) through the Arizona Assured Water Supply Program. This designation provides proof of a 100- year supply of water. Without this designation, all final subdivision plats in the City are required to obtain their own Assured Water Supply Certificates prior to plat recordation.

This site does have an existing Assured Water Supply that includes both this parcel and an additional parcel south of the site. The provider of this certificate is designated at Valencia Water but was transferred to Global Water and ultimately the City of Buckeye. As part of the construction document and final plat process, Melcor has obtained a reallocation of this certificate.

There are 12" water mains in both Southern Avenue and Maricopa Road to which waterline connections will be made.

WASTEWATER MANAGEMENT PLAN

There are no existing sewer lines in Southern Avenue. Maricopa Road has an existing 8" sewer main at the SE corner of the site. The proposed subdivision sewer system will connect to the 8" line in Maricopa Road.

The City of Buckeye will provide sewer service as part of the Miller Road Sewer Improvement District.

FIRE PROTECTION

Nearby Fire Stations
404 South Miller Road Station 701
25821 West Magnolia Street Station 706

POLICE PROTECTION

Buckeye Police Department will provide service. The nearest police station is located at 100 North Apache Road, Suite D, Buckeye, AZ 85326

IMPACT ON LOCAL SCHOOLS

The Project is located within the Buckeye Elementary School District and Buckeye Union High School District. Impact of increased population coordinated with districts for adequate school facilities for the additional 232 single-family residences. Existing schools within the vicinity of the project are listed below.

- Bales Elementary School
  25400 W Maricopa Rd
  Buckeye, AZ 85326
  (623) 847-8503

- Buckeye Union High School
  1000 East Narramore Avenue
  Buckeye, AZ 85326
  (623) 386-4423

PARKS & OPEN SPACE

The City of Buckeye active and passive open space requirements are reflected within their Parks and Recreation Master Plan. The current code open space and park space requirements for site with density between 3.0-4.0 Du/acre is 25% and 8% respectively of the Gross Area. Below is a table that reflects the comparative analysis of open space and park space to be provided.

Table 1-Site Data

SITE DATA		
GROSS AREA	60.145	ACRES
NET AREA	57.312	ACRES
NUMBER OF TRACTS	21	
DWELLING UNITS	232	
DENSITY	3.86	du/acre
OPEN SPACE REQUIRED	25.0%	%
	14.328	ACRES
OPEN SPACE PROVIDED	29.15%	%
	16.708	ACRES
PARK SPACE REQUIRED	8.0%	%
	4.585	ACRES
PARK SPACE PROVIDED	8.34%	%
	4.782	ACRES

Miller 60 provides Park Space with active uses such as playgrounds, sport courts and ramadas. Passive uses include walking and biking opportunities along internal pathway connections along the centralized open space areas.

PROPOSED TRAILS

In addition to providing concrete pathways along street sections, Miller 60 will provide an internal trail system with traditional sidewalks and decomposed granite connections throughout the open space. This provides a safer and more aesthetically pleasing way to walk and bike through the neighborhood.

DEVELOPMENT SCHEDULE

This project will be constructed in one phase.

DEVELOPMENT STANDARDS

The proposed development standards are outlined below for the Planned Residential (PR) zoned site. The Planned Residential Zoning District is designed to accommodate all subdivided residential developments to which public services are available.

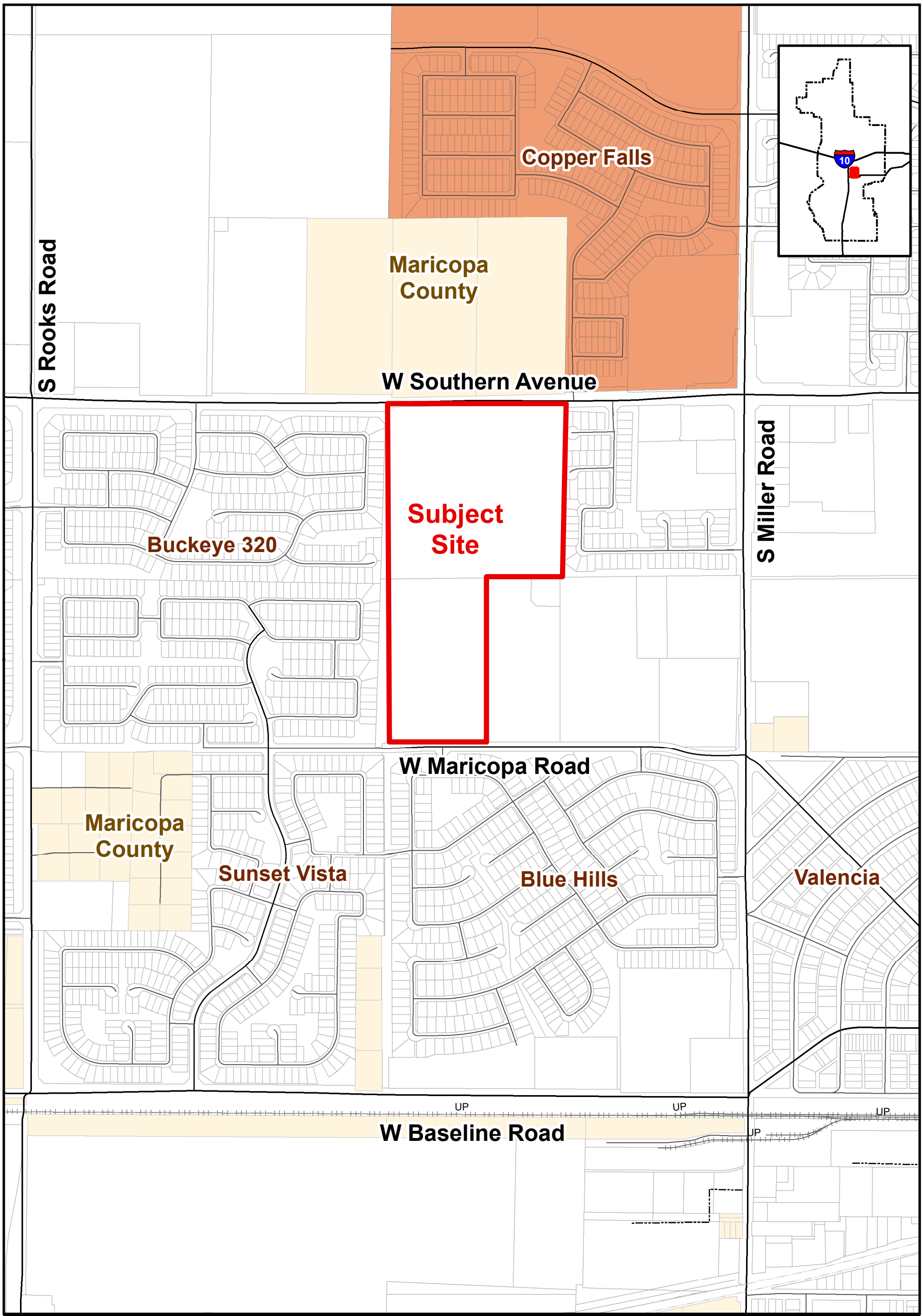
DEVELOPMENT STANDARDS	
Criteria	Planned Residential (PR)
Minimum Net Site Area	5,028 SF
Minimum Lot Width	45 FT
Maximum Height	35 FT
Maximum Building Coverage	55.3%
Minimum Setbacks	
Front Lot Setback	16 FT
Side Lot Setback	5 FT
Rear Lot Setback	15 FT

*AN ADDITIONAL 5' OF SETBACK SHALL BE REQUIRED FOR ALL CORNER LOTS ADJACENT TO THE PUBLIC RIGHT-OF-WAY

**ALL DRIVEWAYS SHALL BE 20-FEET MEASURED FROM THE GARAGE TO THE BACK OF SIDEWALK

CONCLUSION

Melcor is committed to making Miller 60 a different, more engaging community in Buckeye. They have carefully integrated social gathering places with both passive and active amenities to build a stronger community. We are respectfully asking for the final plat request in this narrative.



VICINITY MAP

PLZS-21-00150
Miller 60 Final Plat
City Council District #1

BUCKEYE, AZ

N
W E
S

DOUGLAS A. DUCEY
Governor

THOMAS BUSCHATZKE
Director

ARIZONA DEPARTMENT of WATER RESOURCES
1110 West Washington Street, Suite 310
Phoenix, Arizona 85007
602.771.8500
azwater.gov

Via Electronic and Certified Mail

November 10, 2021

DeAnn Hauver
Matrix New World/Southwest Groundwater
3033 N. 44th Street, Suite 270
Phoenix, AZ 85018

Re: Certificate of Assured Water Supply
Miller 60
DWR File No. 31-402160.0001

Dear Ms. Hauver:

The Arizona Department of Water Resources (Department) has determined that the criteria for an Assured Water Supply pursuant to A.R.S. § 45-576 and A.A.C. R12-15-701 *et seq*. have been met, and therefore the Director has decided to issue Certificate of Assured Water Supply No. 31-402160.0001, attached.

The City of Buckeye will provide water to the subdivision. The source of supply will be groundwater. The annual estimated water demand of the subdivision is 117.48 acre-feet per year for 232 lots, and the groundwater allowance for the subdivision for the 100-year period is 469.92 acre-feet. Pursuant to A.R.S. § 45-578(F), the total projected average annual replenishment obligation at build-out for each plat under the Certificate is 112.78 acre-feet per year.

The Department suggests you record your Certificate of Assured Water Supply in the appropriate county recorder's office. This will provide you with a permanent public record of the Certificate. This determination is applicable only to the persons or entities specified on the Certificate and for the plat reviewed by the Department, including non-material plat changes pursuant to A.A.C. R12-15-708.

Pursuant to A.R.S. § 41-1092.03, the Director's determination and decision to issue the Certificate is an appealable agency action. You are entitled to appeal this action. If you wish to appeal this action, you must file a written appeal within thirty (30) days from receipt of this letter. A summary of the appeal process and an appeal form are attached, should you elect to pursue this option.

Sincerely,

David L McKay

David L. McKay
Manager, AAWS & Recharge Permitting

DLM/evs

CC: Via Electronic Mail:

CAGRD
Arizona Department of Real Estate
Arizona Department of Environmental Quality
Arizona State Land Department

Adobe Sign Transaction Number: CBJCHBCAABAAhBjRfKi8JGFtX4qTIfWJ6PZkleed5BI0

STATE OF ARIZONA
DEPARTMENT OF WATER RESOURCES
CERTIFICATE OF ASSURED WATER SUPPLY

This is to certify that

MDAI Buckeye 60, LLC, an Arizona limited liability company, Owner,

has met the requirements of A.R.S. §§ 45-576 and A.A.C.R12-15-701 et. seq., and

By powers vested in the Director of the Arizona Department of Water Resources by the State of Arizona, and subject to the conditions contained in A.A.C. R12-15-701 et seq.,

Is issued this Certificate of Assured Water Supply for

Miller 60
Township 1 North, Range 3 West, Section 31
GSRB&M Maricopa County, PHOENIX AMA

The referenced subdivision consists of **232 lots** as described in the preliminary plat on file with the Department, and has an estimated water demand of **117.48 acre-feet per year.** The subdivision will be served **groundwater** by **City of Buckeye.**

This Certificate is invalid as to any entity not named above.
This Certificate may be assigned pursuant to A.A.C. R12-15-705.

Certificate Number: 31-402160.0001
Original Issue Date: September 21, 2006

ARIZONA DEPARTMENT OF WATER RESOURCES

David L McKay
Program Manager

Nov 10, 2021
Date

TYPE A CERTIFICATE

Adobe Sign Transaction Number: CBJCHBCAABAAhBjRfKi8JGFtX4qTIfWJ6PZkleed5BI

Miller60_Certificate

Final Audit Report 2021-11-10

Created:	2021-11-10
By:	Edward StPierre (evstpierre@azwater.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhBjRfKi8JGFtX4qTIfWJ6PZkleed5BI0

"Miller60_Certificate" History

Document created by Edward StPierre (evstpierre@azwater.gov)
2021-11-10 - 5:42:34 PM GMT- IP address: 104.129.198.60

Document emailed to David McKay (dmckay@azwater.gov) for signature
2021-11-10 - 5:43:23 PM GMT

Document e-signed by David McKay (dmckay@azwater.gov)
E-signature obtained using URL retrieved through the Adobe Sign API
Signature Date: 2021-11-10 - 5:57:39 PM GMT - Time Source: server- IP address: 40.137.83.162

Agreement completed.
2021-11-10 - 5:57:39 PM GMT

FINAL PLAT FOR
MILLER 60

IN THE CITY OF BUCKEYE, COUNTY OF MARICOPA, STATE OF ARIZONA, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 3 WEST, GILA AND SALT RIVER BASE AND MERIDIAN

DEDICATION

STATE OF ARIZONA
COUNTY OF MARICOPA

KNOW ALL PERSONS BY THESE PRESENTS: THAT MDAI BUCKEYE 60, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ("OWNER"), HAVE SUBDIVIDED UNDER THE NAME MILLER 60, A PORTION OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "MILLER 60" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, STREET, TRACT, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, STREET, TRACT AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF BUCKEYE FEE TITLE TO ALL PUBLIC RIGHT-OF-WAYS AS SHOWN ON THE PLAT.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS AS PER THE ENGINEERING DESIGN STANDARDS.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.

MDAI BUCKEYE 60 LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ("OWNER"), DOES HEREBY: (1) RELEASE AND DISCHARGE THE CITY OF BUCKEYE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF BUCKEYE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF BUCKEYE.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE AN ARIZONA MUNICIPAL CORPORATION, AND ITS SUCCESSORS AND ASSIGNS, A PUBLIC RECREATIONAL/TRAIL EASEMENT FOR BICYCLING AND OTHER NON-MOTORIZED FORMS OF PEDESTRIAN ACCESS OVER AND ACROSS OWNER'S PROPERTY, INCLUDING THE RIGHT OF INGRESS AND EGRESS ALONG AND ACROSS THE EASEMENT PREMISES, AS SHOWN ON THIS PLAT.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHT-OF-WAYS, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF BUCKEYE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY OF BUCKEYE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL ACTION.

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHT-OF-WAYS, INCLUDING; LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2023.

MDAI BUCKEYE 60, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

_____, MEMBER

ACKNOWLEDGMENT

STATE OF _____ }
} ss
COUNTY OF _____ }

BEFORE ME THIS ___ DAY OF _____, 2024, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE MEMBER OF MDAI BUCKEYE 60, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT AS MEMBER, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: _____
NOTARY PUBLIC MY COMMISSION EXPIRES

FLOOD PLAIN CERTIFICATION

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE X (SHADED) BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 0040I3C2115L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040039, IN THE CITY OF BUCKEYE, MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

OWNER/DEVELOPER

MDAI BUCKEYE 60, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
6930 E. CHAUNCEY LANE, SUITE 135
PHOENIX, AZ 85054
CONTACT: GEOFF BOBIY
PHONE: 403-270-1287
EMAIL: GBOBIY@MELCOR.CA

ENGINEER

JMC ENGINEERING
7315 N. 16TH STREET, SUITE 101
PHOENIX, AZ 85020
CONTACT: KEONE GINES
PHONE: 602-633-2406
EMAIL: KGINES@JMC-ENG.COM

BASIS OF BEARING

THE BASIS OF BEARING IS THE MONUMENT LINE OF SOUTHERN AVENUE, ALSO BEING THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 31, USING A BEARING OF SOUTH 89 DEGREES 5 MINUTES 58 SECONDS WEST, PER THE BOUNDARY SURVEY OF "MILLER ROAD & SOUTHERN AVENUE" PER BK. 289 OF MAPS, PAGE 7, RECORDS OF MARICOPA COUNTY, ARIZONA.

PROJECT/AREA SUMMARY TABLE	
GROSS AREA	2,619,899 SQ. FT./60.145 AC.
PUBLIC ROW	573,228 SQ. FT./13.160 AC.
NET AREA	2,496,521 SQ. FT./57.312 AC.
AREA OF TRACTS	747,313 SQ. FT./17.156 AC.
AREA OF LOTS	1,299,358 SQ. FT./29.829 AC.
SITE DATA	
TOTAL NUMBER OF LOTS	232
OVERALL DENSITY	3.86 DU/ACRE
AVERAGE AREA PER LOT	5,601 SQ. FT./0.129 AC.
PERCENTAGE OF OPEN SPACE	29.15%

NOTES

1. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF BUCKEYE
2. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF BUCKEYE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE GENERAL PLAN.
3. PURSUANT TO A.R.S. § 42-11102, THE CITY OF BUCKEYE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
4. THIS SITE CONSISTS OF A TOTAL OF 232 LOTS AND 21 TRACTS IN ZONE PR PLANNED - RESIDENTIAL.
5. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED ON APRIL 13, 2021, UNDER CASE # PLZS-19-00010.
6. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION TO BE PLANTED OR BE ALLOWED TO GROW WITHIN ANY DRAINAGE EASEMENT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH EASEMENTS.
7. FINAL PLAT APPROVAL BY THE CITY IS CONDITIONAL AND SUBJECT TO FINANCIAL ASSURANCES BEING IN PLACE FOR ALL IMPROVEMENTS AS SHOWN ON THE APPROVED PLANS. THE CITY WILL NOT RECORD ANY PLATS UNTIL SUCH TIME FINANCIAL ASSURANCES ARE IN PLACE. IF AFTER ONE YEAR FROM CITY COUNCIL APPROVAL THE FINAL PLAT HAS NOT BEEN RECORDED, THEN IT SHALL BE NULL AND VOID. A VALID PRELIMINARY PLAT NEEDS TO BE IN PLACE PRIOR TO APPROVAL OF ANY FINAL PLAT ASSOCIATED WITHIN THE PROJECT IN ACCORDANCE WITH THE DEVELOPMENT CODE. THE SIGNED PLAT WILL NOT BE SUBMITTED TO THE CITY FOR SIGNATURE AND RECORDING UNTIL FINANCIAL ASSURANCES ARE IN PLACE.
8. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND EXCEPT POWER LINES 69KV AND LARGER.
9. IT IS ACKNOWLEDGED THAT THIS PROPERTY WILL BE PART OF A PARKWAY MAINTENANCE IMPROVEMENT DISTRICT (MID) AND STREET LIGHTING IMPROVEMENT DISTRICT (SLID) AT THE TIME THAT IT IS DEVELOPED, IN ACCORDANCE WITH BUCKEYE ORDINANCES 43-05 AND 42-06.
10. THIS SUBDIVISION WAS ISSUED A CERTIFICATE OF ASSURED WATER SUPPLY BY ARIZONA DEPARTMENT OF WATER RESOURCES ON NOVEMBER 10, 2021, WITH ADWR CERTIFICATE # 31-402160.0001.
11. IF THE DEVELOPMENT IS WITHIN THE CITY OF BUCKEYE'S WATER SERVICE AREA, THE PROPERTY OWNER/DEVELOPER SHALL NOTIFY THE CITY'S WATER RESOURCES DEPARTMENT OF THE LOCATION OF ANY REGISTERED AND UNREGISTERED WELLS ON THE PROPERTY AND THE PROPERTY OWNER/ DEVELOPER AND THE CITY'S WATER RESOURCES DEPARTMENT SHALL MEET AND CONFER TO DETERMINE IF THE WELLS ARE BENEFICIAL OR WHETHER THEY SHALL BE ABANDONED. WELLS SHALL BE ABANDONED BY THE PROPERTY OWNER/ DEVELOPER IF THE CITY'S WATER RESOURCES DEPARTMENT DETERMINES THAT THEY PRESENT A HEALTH AND SAFETY HAZARD OR ARE CONTRIBUTING TO GROUNDWATER CONTAMINATION AND ARE NOT ABLE TO BE REHABILITATED, MODIFIED, OR RE-DRILLED TO PREVENT THE HEALTH AND SAFETY HAZARD OR GROUNDWATER CONTAMINATION.

REFERENCES

GENERAL LAND OFFICE RECORDS ON FILE WITH THE U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

BOUNDARY SURVEY IN BOOK 289 OF MAPS, PAGE 7, MARICOPA COUNTY RECORDS

EXHIBIT TO ACCOMPANY DESCRIPTION OF ROADWAY RECORDED IN BOOK 309 OF MAPS, PAGE 12, MARICOPA COUNTY RECORDS

MAP OF DEDICATION FOR "MARICOPA ROAD" IN BOOK 604 OF MAPS, PAGE 20, MARICOPA COUNTY RECORDS

FINAL PLAT OF "SUNSET VISTA" IN BOOK 695 OF MAPS, PAGE 24, MARICOPA COUNTY RECORDS

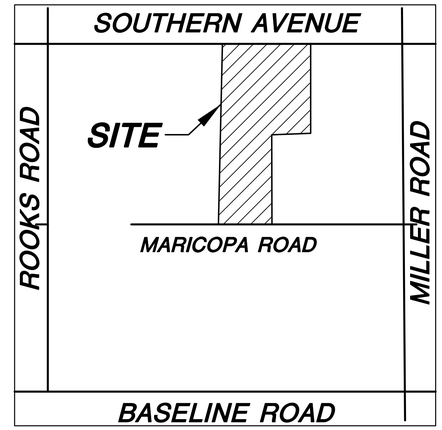
A.L.T.A./A.C.S.M. LAND TITLE SURVEY IN BOOK 836 OF MAPS, PAGE 15, MARICOPA COUNTY RECORDS

MAP OF DEDICATION FOR "SOUTHERN AVE. & MILLER RD." IN BOOK 1008 OF MAPS, PAGE 35, MARICOPA COUNTY RECORDS

LOT SPLIT IN BOOK 1023 OF MAPS, PAGE 28, MARICOPA COUNTY RECORDS

FINAL PLAT OF "THE SHOPPES AT MILLER PARK" IN BOOK 1053 OF MAPS, PAGE 19, MARICOPA COUNTY RECORDS

SPECIAL WARRANTY DEED IN 2018-0766968, MARICOPA COUNTY RECORDS



VICINITY MAP

NOT TO SCALE

SHEET INDEX

SHEET 1 - COVER SHEET
SHEET 2 - OVERALL BOUNDARY & TRACT TABLE
SHEETS 3-5 - MAP DETAILS
SHEETS 6-8 - EASEMENT DETAILS
SHEET 9 - LINE TABLES
SHEET 10 - LINE & CURVE TABLES
SHEET 11 - LOT TABLE, LOT DETAILS & DEVELOPMENT STANDARDS

CERTIFICATION

I, DAVID S. KLEIN, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT CONSISTING OF 11 SHEETS CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME DURING THE MONTH OF JANUARY, 2024, THAT THIS SURVEY IS TRUE AND CORRECT AS SHOWN, THAT ALL MONUMENTS EXIST OR WILL BE SET AND, THAT THEIR POSITIONS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____
DAVID S. KLEIN
R.L.S. 42137
JANUARY 15, 2024

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42137
DAVID S.
KLEIN
1/15/24
Date Signed
ARIZONA U.S.A.

APPROVAL

APPROVED BY THE COUNCIL OF THE CITY OF BUCKEYE ON THIS _____ DAY OF _____ 2024.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

I CERTIFY THAT ALL ENGINEERING CONDITIONS AND REQUIREMENTS HAVE BEEN COMPLIED WITH.

BY: _____
BUCKEYE CITY ENGINEER DATE

BY: _____
BUCKEYE DEVELOPMENT SERVICES DIRECTOR DATE

FINAL PLAT FOR
MILLER 60
SOUTHERN AVENUE & MILLER ROAD, BUCKEYE, AZ 85326

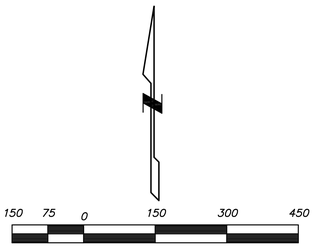
2122 W. Lone Cactus Drive, Suite 11
Phoenix, AZ 85027
623-869-0223 (office) 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

SUPERIOR
SURVEYING SERVICES, INC.

DWN: LE CHK: JW
SHEET 1 OF 11
DATE: 1/15/24
JOB: 202103101

PLZS-21-00150

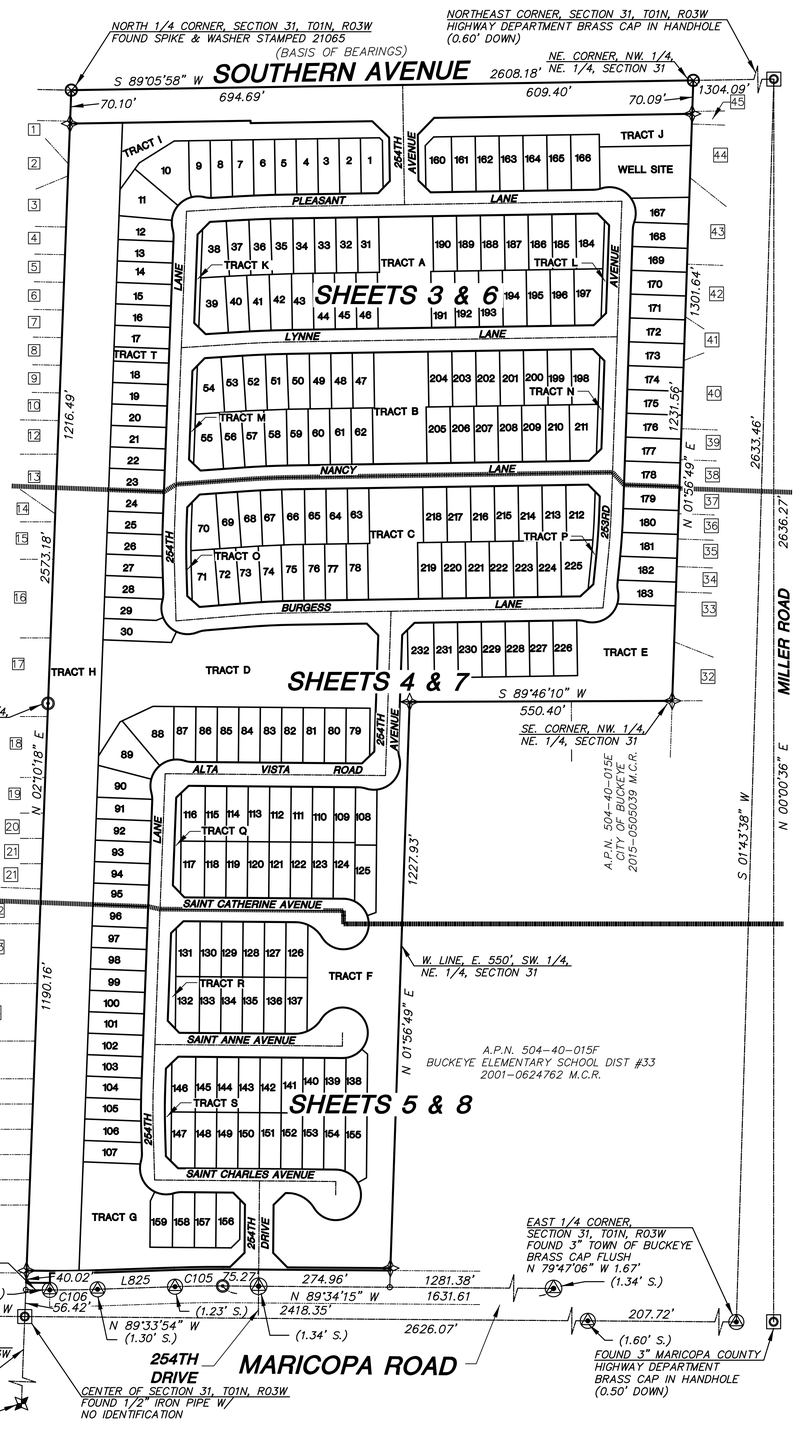
606



STREET NAME	AREA (SF)	AREA (AC)
SOUTHERN AVENUE	92896	2.133 ACRES
254TH AVENUE	25003	0.574 ACRES
PLEASANT LANE	40308	0.925 ACRES
LYNNE LANE	44443	1.020 ACRES
NANCY LANE	44502	1.022 ACRES
BURGESS LANE	39877	0.915 ACRES
254TH LANE	97315	2.234 ACRES
253RD AVENUE	48759	1.119 ACRES
ALTA VISTA ROAD	23465	0.539 ACRES
SAINT CATHERINE AVENUE	25713	0.590 ACRES
SAINT ANNE AVENUE	26132	0.600 ACRES
SAINT CHARLES AVENUE	23448	0.538 ACRES
254TH DRIVE	10881	0.250 ACRES
MARICOPA ROAD	4827	0.111 ACRES
TOTAL	547,569	12.570 ACRES

ADJOINER TABLE

NUMBER	LOT	SUBDIVISION	BK. & PG.	A.P.N.
1	TRACT A	BUCKEYE 320	673-34	504-57-474
2	39	BUCKEYE 320	673-34	504-57-201
3	40	BUCKEYE 320	673-34	504-57-202
4	41	BUCKEYE 320	673-34	504-57-203
5	42	BUCKEYE 320	673-34	504-57-204
6	43	BUCKEYE 320	673-34	504-57-205
7	44	BUCKEYE 320	673-34	504-57-206
8	45	BUCKEYE 320	673-34	504-57-207
9	46	BUCKEYE 320	673-34	504-57-208
10	47	BUCKEYE 320	673-34	504-57-209
11	48	BUCKEYE 320	673-34	504-57-210
12	49	BUCKEYE 320	673-34	504-57-211
13	50	BUCKEYE 320	673-34	504-57-212
14	TRACT B	BUCKEYE 320	673-34	504-57-475
15	261	BUCKEYE 320	673-34	504-57-423
16	260	BUCKEYE 320	673-34	504-57-422
17	51	SUNSET VISTA	695-24	504-57-532
18	52	SUNSET VISTA	695-24	504-57-533
19	53	SUNSET VISTA	695-24	504-57-534
20	54	SUNSET VISTA	695-24	504-57-535
21	55	SUNSET VISTA	695-24	504-57-536
22	56	SUNSET VISTA	695-24	504-57-537
23	57	SUNSET VISTA	695-24	504-57-538
24	64	SUNSET VISTA	695-24	504-57-545
25	65	SUNSET VISTA	695-24	504-57-546
26	66	SUNSET VISTA	695-24	504-57-547
27	67	SUNSET VISTA	695-24	504-57-548
28	68	SUNSET VISTA	695-24	504-57-549
29	69	SUNSET VISTA	695-24	504-57-550
30	70	SUNSET VISTA	695-24	504-57-551
31	TRACT G	SUNSET VISTA	695-24	504-57-786
32	TRACT F	MILLER PARK AMD	948-14	504-41-706
33	32	MILLER PARK AMD	948-14	504-41-636
34	31	MILLER PARK AMD	948-14	504-41-635
35	30	MILLER PARK AMD	948-14	504-41-634
36	29	MILLER PARK AMD	948-14	504-41-633
37	28	MILLER PARK AMD	948-14	504-41-632
38	27	MILLER PARK AMD	948-14	504-41-631
39	26	MILLER PARK AMD	948-14	504-41-630
40	16	MILLER PARK AMD	948-14	504-41-620
41	TRACT E	MILLER PARK AMD	948-14	504-41-705
42	15	MILLER PARK AMD	948-14	504-41-619
43	TRACT B	MILLER PARK AMD	948-14	504-41-702
44	5	MILLER PARK AMD	948-14	504-41-609
45	TRACT A	MILLER PARK AMD	948-14	504-41-701



TRACT TABLE

TRACT	AREA (SF)	AREA (AC)	USE
A	26365	0.605 ACRES	OPEN SPACE, RETENTION, DRAINAGE
B	26493	0.608 ACRES	PARK SPACE, OPEN SPACE, RETENTION, DRAINAGE
C	25474	0.585 ACRES	PARK SPACE, OPEN SPACE, RETENTION, DRAINAGE
D	97462	2.237 ACRES	PARK SPACE, OPEN SPACE, RETENTION, DRAINAGE
E	58791	1.350 ACRES	PARK SPACE, OPEN SPACE, RETENTION, DRAINAGE
F	109641	2.517 ACRES	OPEN SPACE, RETENTION, DRAINAGE
G	40507	0.930 ACRES	OPEN SPACE, RETENTION, DRAINAGE
H	264868	6.081 ACRES	OPEN SPACE, RETENTION, DRAINAGE
I	26105	0.599 ACRES	OPEN SPACE, RETENTION, DRAINAGE
J	29136	0.669 ACRES	OPEN SPACE, RETENTION, DRAINAGE
K	1957	0.045 ACRES	OPEN SPACE
L	1943	0.045 ACRES	OPEN SPACE
M	1962	0.045 ACRES	OPEN SPACE
N	1943	0.045 ACRES	OPEN SPACE
O	1960	0.045 ACRES	OPEN SPACE
P	1950	0.045 ACRES	OPEN SPACE
Q	2666	0.061 ACRES	OPEN SPACE
R	2666	0.061 ACRES	OPEN SPACE
S	2524	0.058 ACRES	OPEN SPACE
T	3480	0.080 ACRES	OPEN SPACE
WELLSITE	19392	0.445 ACRES	WELL SITE
OPEN SPACE TOTAL	727,893	16.711 ACRES	
OVERALL TOTAL	747,285	17.156 ACRES	

LEGEND

- SUBDIVISION LINE
- PARCEL LINE
- CENTER LINE OR MONUMENT LINE
- EXISTING EASEMENT LINE
- EASEMENT LINE DEDICATED HEREON
- LOT CORNER TO BE SET AT COMPLETION OF MASS GRADING
- SET 1/2" REBAR WITH ALUMINUM CAP STAMPED "KLEIN 42137"
- FOUND 1/2" REBAR NO IDENTIFICATION
- FOUND CHISELED "+" NO IDENTIFICATION
- INDICATES BOUNDARY CORNER NOTHING FOUND OR SET (UNLESS OTHERWISE NOTED)
- INDICATES MONUMENT (FOUND AS NOTED)
- FOUND 3" TOWN OF BUCKEYE BRASS CAP FLUSH
- CALCULATED POSITION NO MONUMENT FOUND OR SET

A.P.N.	ASSESSORS PARCEL NUMBER
M.C.R.	MARICOPA COUNTY RECORDS
R/W	RIGHT OF WAY
BK.	BOOK
PG.	PAGE
P.U.E.	8' PUBLIC UTILITY EASEMENT
S.V.T.	33'X33' SIGHT VISIBILITY EASEMENT
V.N.A.E.	1' VEHICLE NON ACCESS EASEMENT
L.S.	10' OR 12' LANDSCAPE BUFFER EASEMENT

****ALL DISTANCES ARE FIELD MEASURED UNLESS NOTED OTHERWISE**

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42137
DAVID S. KLEIN
1/15/24
Registered
ARIZONA U.S.A.

FINAL PLAT FOR MILLER 60

SOUTHERN AVENUE & MILLER ROAD, BUCKEYE, AZ 85326

SUPERIOR SURVEYING SERVICES, INC.
2122 W. Lone Cactus Drive, Suite 11
Phoenix, AZ 85027
623-869-0223 (office) 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

PLZS-21-00150

DWN: LE CHK: JW

SHEET 2 OF 11

DATE: 1/15/24

JOB: 202103101

LEGEND

- SUBDIVISION LINE
- PARCEL LINE
- CENTER LINE OR MONUMENT LINE
- EXISTING EASEMENT LINE
- EASEMENT LINE DEDICATED HEREON
- LOT CORNER TO BE SET AT COMPLETION OF MASS GRADING
- SET 1/2" REBAR WITH ALUMINUM CAP STAMPED "KLEIN 42137"
- FOUND 1/2" REBAR NO IDENTIFICATION
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- CALCULATED POSITION NO MONUMENT FOUND OR SET

A.P.N.	ASSESSORS PARCEL NUMBER
M.C.R.	MARICOPA COUNTY RECORDS
R/W	RIGHT OF WAY
BK.	BOOK
PG.	PAGE
P.U.E.	8' PUBLIC UTILITY EASEMENT
S.V.T.	33'X33' SIGHT VISIBILITY EASEMENT
V.N.A.E.	1' VEHICLE NON ACCESS EASEMENT
L.S.	12' LANDSCAPE EASEMENT

****ALL DISTANCES ARE FIELD MEASURED UNLESS NOTED OTHERWISE**

50 25 0 50 100 150

SCALE IN FEET
SCALE : 1" = 50'

(BASIS OF BEARINGS)

NORTH 1/4 CORNER, SECTION 31, T01N, R03W
FOUND SPIKE & WASHER STAMPED 21065

NORTHEAST CORNER, SECTION 31, T01N, R03W
HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE
(0.60' DOWN)

NE. CORNER, NW. 1/4,
NE. 1/4, SECTION 31

SOUTHERN AVENUE — S 89°05'58" W 694.69' — 609.40' — 2608.18' — 1304.09'

254TH AVENUE — 2573.18' — 1216.49' — N 02°10'18" E — 2633.46' — 2636.27' — N 00°00'36" E — S 01°43'38" W — 1301.64' — N 01°56'49" E

PLEASANT LANE — LYNNE LANE — NANCY LANE

253RD AVENUE — MILLER ROAD

TRACT I — TRACT J — TRACT K — TRACT L — TRACT M — TRACT N — TRACT A — TRACT B — TRACT H — TRACT T

WELL SITE

SEE SHEET 4

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42137
DAVID S.
KLEIN
1/15/24
Date Signed
ARIZONA, U.S.A.

FINAL PLAT FOR MILLER 60

SOUTHERN AVENUE & MILLER ROAD, BUCKEYE, AZ 85326

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SUPERIOR SURVEYING SERVICES, INC.

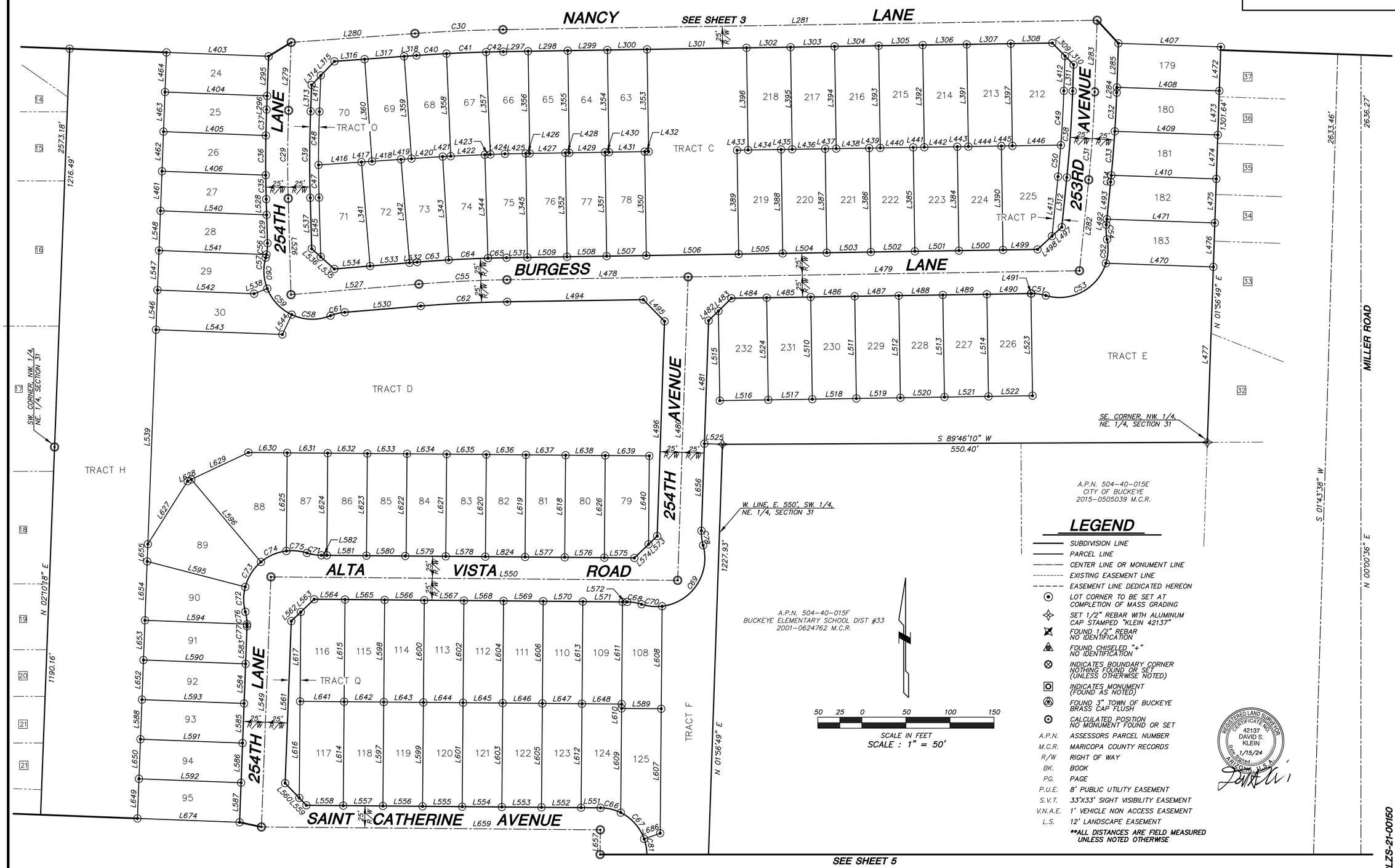
DWN: LE CHK: JW

SHEET 3 OF 11

DATE: 1/15/24

JOB: 202103101

PLZS-21-00150



LEGEND

- SUBDIVISION LINE
- PARCEL LINE
- CENTER LINE OR MONUMENT LINE
- EXISTING EASEMENT LINE
- EASEMENT LINE DEDICATED HEREON
- LOT CORNER TO BE SET AT COMPLETION OF MASS GRADING
- SET 1/2" REBAR WITH ALUMINUM CAP STAMPED "KLEIN 42137"
- FOUND 1/2" REBAR NO IDENTIFICATION
- FOUND CHISELED "+" NO IDENTIFICATION
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- CALCULATED POSITION NO MONUMENT FOUND OR SET

A.P.N.	ASSESSORS PARCEL NUMBER
M.C.R.	MARICOPA COUNTY RECORDS
R/W	RIGHT OF WAY
BK.	BOOK
PG.	PAGE
P.U.E.	8' PUBLIC UTILITY EASEMENT
S.V.T.	33'X33' SIGHT VISIBILITY EASEMENT
V.N.A.E.	1' VEHICLE NON ACCESS EASEMENT
L.S.	12' LANDSCAPE EASEMENT

**ALL DISTANCES ARE FIELD MEASURED UNLESS NOTED OTHERWISE

50 25 0 50 100 150
SCALE IN FEET
SCALE : 1" = 50'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42137
DAVID S. KLEIN
1/15/24
Date Signed
ARIZONA, U.S.A.

FINAL PLAT FOR MILLER 60

SOUTHERN AVENUE & MILLER ROAD, BUCKEYE, AZ 85326

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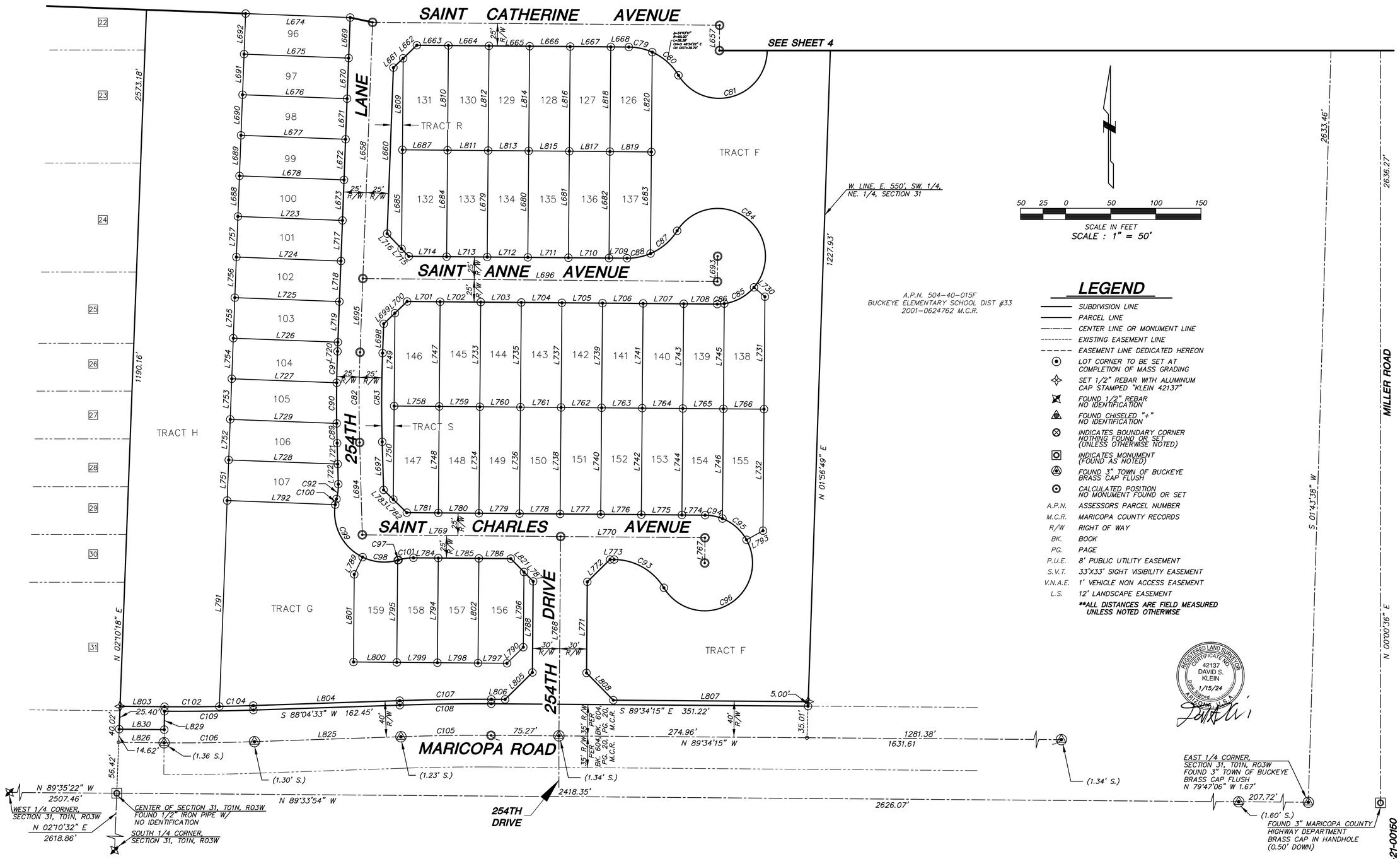
SUPERIOR
SURVEYING SERVICES, INC.

DWN: LE CHK: JW
SHEET 4 OF 11
DATE: 1/15/24
JOB: 202103101

PLZS-21-00150



LEGEND

- SUBDIVISION LINE
- PARCEL LINE
- CENTER LINE OR MONUMENT LINE
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- CALCULATED POSITION NO MONUMENT FOUND OR SET

A.P.N.	ASSESSORS PARCEL NUMBER
M.C.R.	MARICOPA COUNTY RECORDS
R/W	RIGHT OF WAY
BK.	BOOK
PG.	PAGE
P.U.E.	8' PUBLIC UTILITY EASEMENT
S.V.T.	33'X33' SIGHT VISIBILITY EASEMENT
V.N.A.E.	1' VEHICLE NON ACCESS EASEMENT
L.S.	12' LANDSCAPE EASEMENT

**ALL DISTANCES ARE FIELD MEASURED UNLESS NOTED OTHERWISE

REGISTERED LAND SURVEYOR CERTIFICATE NO. 42137 DAVID S. KLEIN Date Signed 1/15/24 ARIZONA U.S.A.

FINAL PLAT FOR MILLER 60

SOUTHERN AVENUE & MILLER ROAD, BUCKEYE, AZ 85326

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DWN: LE CHK: JW

SHEET 5 OF 11

DATE: 1/15/24

JOB: 202103101

PLZS-21-00150

913

LEGEND

SUBDIVISION LINE	FOUND 3" TOWN OF BUCKEYE BRASS CAP FLUSH
PARCEL LINE	CALCULATED POSITION NO MONUMENT FOUND OR SET
CENTER LINE OR MONUMENT LINE	A.P.N. ASSESSORS PARCEL NUMBER
EXISTING EASEMENT LINE	M.C.R. MARICOPA COUNTY RECORDS
EASEMENT LINE DEDICATED HEREON	R/W RIGHT OF WAY
LOT CORNER TO BE SET AT COMPLETION OF MASS GRADING	BK. BOOK
SET 1/2" REBAR WITH ALUMINUM CAP STAMPED "KLEIN 42137"	PG. PAGE
FOUND 1/2" REBAR NO IDENTIFICATION	P.U.E. 8' PUBLIC UTILITY EASEMENT
FOUND CHISELED "+" NO IDENTIFICATION	L.P.P.U.E. LIMITED PURPOSE PUBLIC USE EASEMENT
INDICATES BOUNDARY CORNER NOTHING FOUND OR SET (UNLESS OTHERWISE NOTED)	S.V.T. 33'X33' SIGHT VISIBILITY EASEMENT
INDICATES MONUMENT (FOUND AS NOTED)	V.N.A.E. 1' VEHICLE NON ACCESS EASEMENT
	L.S. 12' LANDSCAPE EASEMENT
	**ALL DISTANCES ARE FIELD MEASURED UNLESS NOTED OTHERWISE

50 25 0 50 100 150

SCALE IN FEET

SCALE : 1" = 50'

(BASIS OF BEARINGS)

SOUTHERN AVENUE

NORTHEAST CORNER, SECTION 31, T01N, R03W
HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE
(0.60' DOWN)

NE. CORNER, NW. 1/4, NE. 1/4, SECTION 31

NORTH 1/4 CORNER, SECTION 31, T01N, R03W
FOUND SPIKE & WASHER STAMPED 21065

8' P.U.E. & SIDEWALK EASEMENT PER BK. 673 PG. 34, M.C.R.

10' L.P.P.U.E. PER BK. 948 PG. 14, M.C.R.

254TH AVENUE

TRACT I

TRACT J

WELL SITE

60' EASEMENT FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY PER DOCUMENT NO. 2021-0797789, M.C.R.

50' EASEMENT FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY PER DKT 12175, PG. 52 M.C.R.

WALL EASEMENT PER 2004-240443 M.C.R.

25' PUBLIC RECREATIONAL/ TRAIL EASEMENT

TRACT H

TRACT T

TRACT A

TRACT K

TRACT L

TRACT M

TRACT N

TRACT B

PLEASANT LANE

LYNNE LANE

NANCY LANE

254TH LANE

253RD AVENUE

MILLER ROAD

8' P.U.E. (TYP.)

12' L.S. (TYP.)

1' V.N.A.E. (TYP.)

S.V.T. (TYP.)

EL1 EL2 EL3 EL4 EL5 EL6 EL7 EL8 EL9 EL10 EL11 EL12 EL13 EL14 EL15 EL16 EL17 EL18 EL19 EL20

SEE SHEET 7

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42137
DAVID S. KLEIN
DATE SIGNED 1/15/24
ARIZONA, U.S.A.

FINAL PLAT FOR
MILLER 60
SOUTHERN AVENUE & MILLER ROAD, BUCKEYE, AZ 85326

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DWN: LE CHK: JW

SHEET 6 OF 11

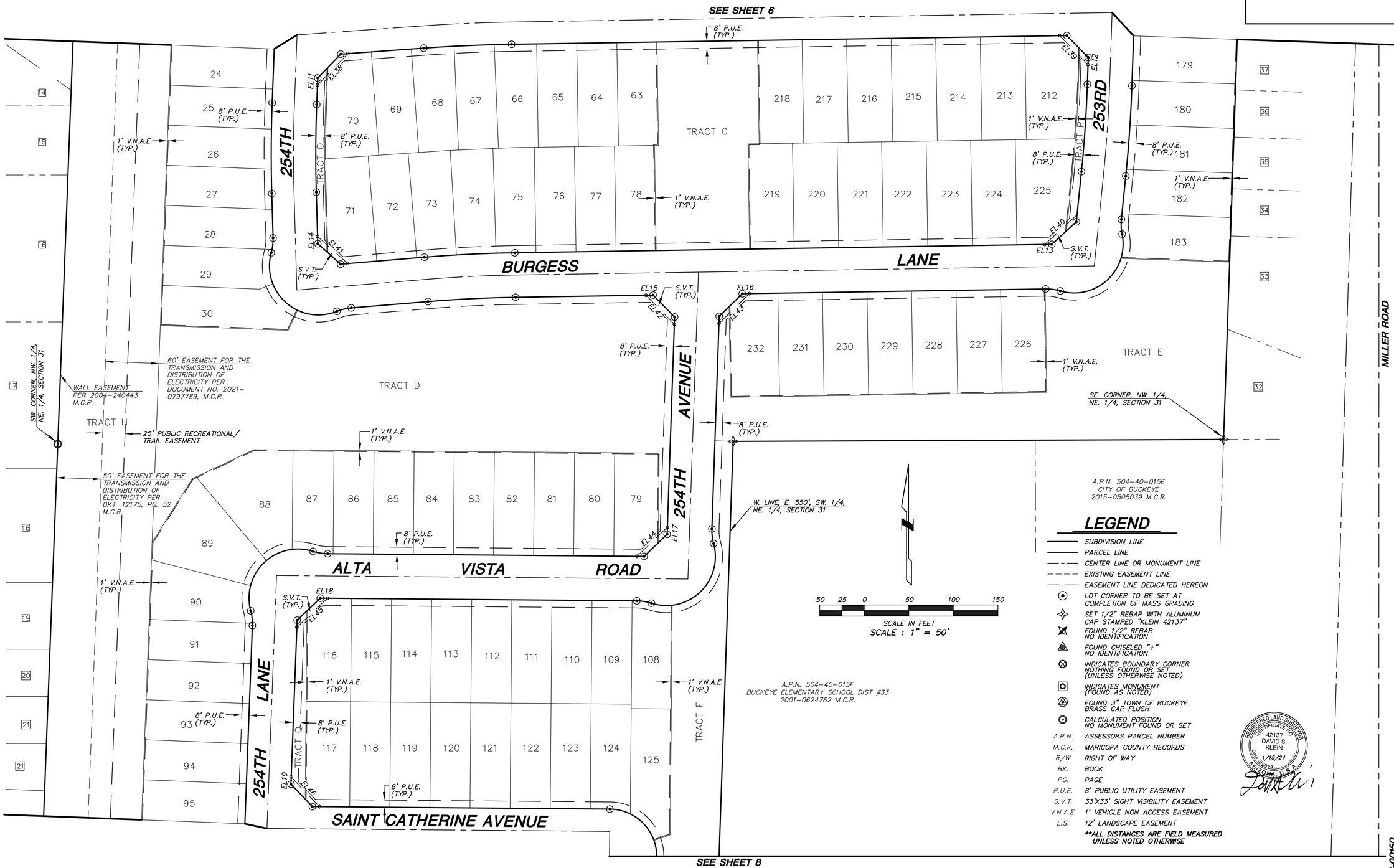
DATE: 1/15/24

JOB: 202103101

PLZS-21-00150

914

SEE SHEET 6



SEE SHEET 8

LEGEND

- SUBDIVISION LINE
- PARCEL LINE
- CENTER LINE OR MONUMENT LINE
- EXISTING EASEMENT LINE
- EASEMENT LINE DEDICATED HEREON
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A.P.N.	ASSESSORS PARCEL NUMBER
M.C.R.	MARICOPA COUNTY RECORDS
R/W	RIGHT OF WAY
BK.	BOOK
PG.	PAGE
P.U.E.	8' PUBLIC UTILITY EASEMENT
S.V.T.	33'X33' SIGHT VISIBILITY EASEMENT
V.N.A.E.	1' VEHICLE NON ACCESS EASEMENT
L.S.	12' LANDSCAPE EASEMENT

**ALL DISTANCES ARE FIELD MEASURED UNLESS NOTED OTHERWISE

REGISTERED LAND SURVEYOR CERTIFICATE NO. 42137 DAVID S. KLEIN Date Signed 1/15/24 ARIZONA U.S.A.

FINAL PLAT FOR MILLER 60

SOUTHERN AVENUE & MILLER ROAD, BUCKEYE, AZ 85326

2122 W. Lone Cactus Drive, Suite 11
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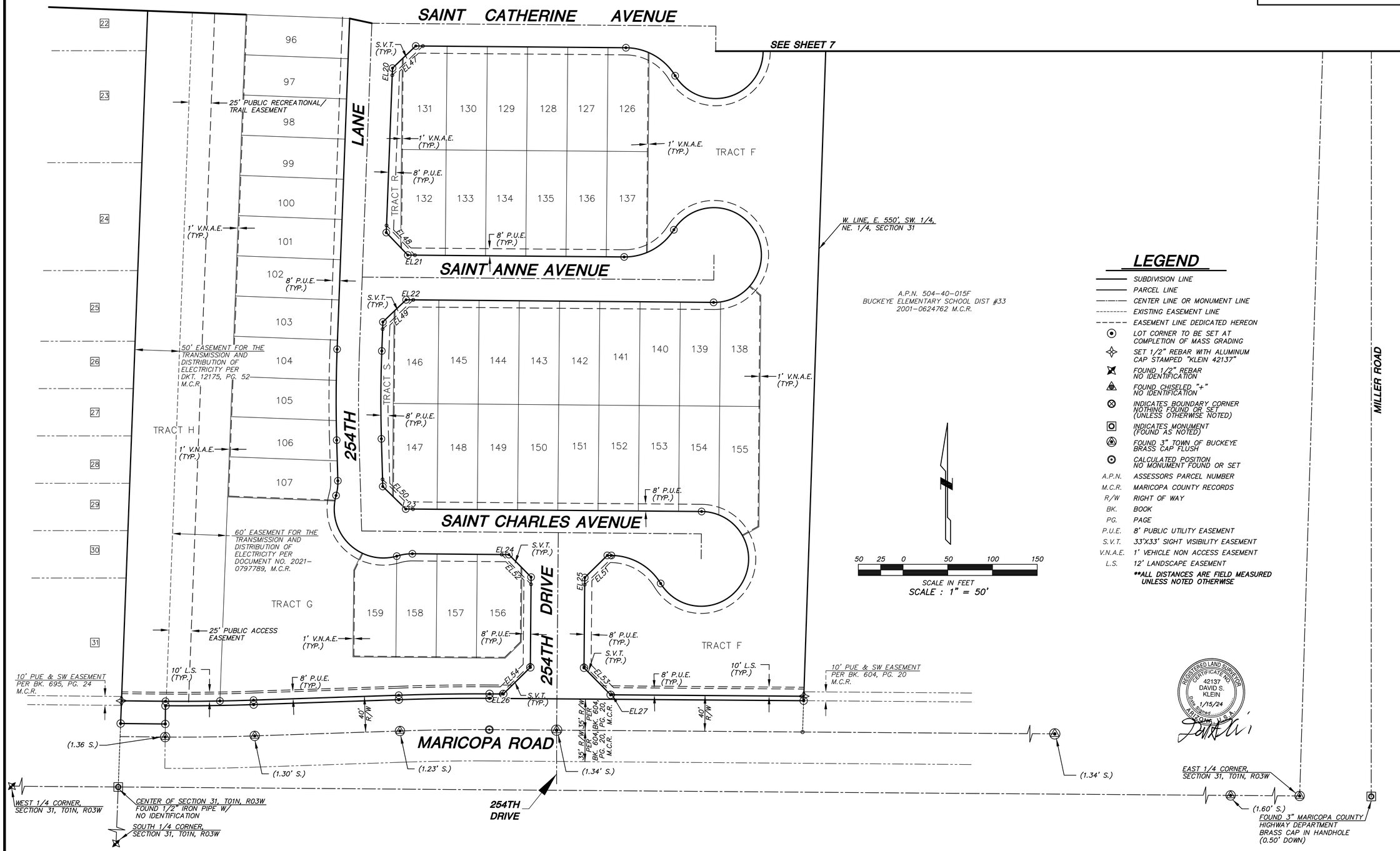
SUPERIOR SURVEYING SERVICES, INC.

DWN: LE CHK: JW
SHEET 7 OF 11
DATE: 1/15/24
JOB: 202103101

PLZS-21-00150



LEGEND

- SUBDIVISION LINE
- PARCEL LINE
- CENTER LINE OR MONUMENT LINE
- EXISTING EASEMENT LINE
- EASEMENT LINE DEDICATED HEREON
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A.P.N.	ASSESSORS PARCEL NUMBER
M.C.R.	MARICOPA COUNTY RECORDS
R/W	RIGHT OF WAY
BK.	BOOK
PG.	PAGE
P.U.E.	8' PUBLIC UTILITY EASEMENT
S.V.T.	33'X33' SIGHT VISIBILITY EASEMENT
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PLZS-21-00150

DWN: LE CHK: JW

SHEET 8 OF 11

DATE: 1/15/24

JOB: 202103101

916

LINE TABLE		
LINE	BEARINGS	LENGTH
L1	S 89°05'58" W	540.92'
L2	N 89°05'58" E	192.24'
L3	N 01°56'49" E	66.41'
L4	N 01°56'49" E	108.77'
L5	S 89°05'58" W	247.31'
L6	S 89°05'58" W	455.65'
L7	S 01°58'06" W	284.36'
L8	N 00°54'02" W	251.00'
L9	S 01°58'06" W	50.00'
L10	S 01°58'06" W	34.95'
L11	N 89°05'58" E	46.19'
L12	N 89°05'58" E	50.00'
L13	N 89°05'58" E	50.00'
L14	N 89°05'58" E	50.00'
L15	N 89°05'58" E	50.00'
L16	N 89°05'58" E	50.00'
L17	N 89°05'58" E	45.38'
L18	S 45°54'02" E	13.70'
L19	S 45°54'02" E	21.66'
L20	S 00°54'02" E	96.00'
L21	S 44°05'58" W	49.50'
L22	S 89°05'58" W	255.00'
L23	N 45°54'02" W	49.50'
L24	N 00°54'02" W	91.00'
L25	N 44°05'58" E	20.24'
L26	N 44°05'58" E	15.11'
L27	N 89°05'58" E	35.31'
L28	N 89°05'58" E	45.00'
L29	S 89°05'58" W	45.00'
L30	S 89°05'58" W	45.00'
L31	S 89°05'58" W	113.27'
L32	S 89°05'58" W	50.00'
L33	S 89°05'58" W	50.00'
L34	S 89°05'58" W	50.00'
L35	S 89°05'58" W	50.00'
L36	S 89°05'58" W	50.00'
L37	S 89°05'58" W	50.00'
L38	S 89°05'58" W	45.83'
L39	N 44°27'58" W	20.66'
L40	N 44°27'58" W	13.80'
L41	N 01°58'06" E	184.29'
L42	N 89°05'58" E	122.45'
L43	N 44°05'58" E	25.46'
L44	S 45°54'02" E	8.49'
L45	N 00°54'02" W	116.00'
L46	N 00°54'02" W	116.00'
L47	N 00°54'02" W	116.00'
L48	N 00°54'02" W	116.00'
L49	N 00°54'02" W	116.00'
L50	N 00°54'02" W	116.00'
L51	N 00°54'02" W	116.00'
L52	N 00°54'02" W	116.00'
L53	N 00°54'02" W	116.00'
L54	N 88°01'54" W	116.13'
L55	N 88°01'54" W	113.72'
L56	S 01°58'06" W	101.16'
L57	N 00°54'02" W	116.00'
L58	N 00°54'02" W	116.00'
L59	N 00°54'02" W	116.00'
L60	N 00°54'02" W	116.00'
L61	N 00°54'02" W	116.00'
L62	N 00°54'02" W	26.33'
L63	N 00°54'02" W	87.91'
L64	N 00°54'02" W	116.00'
L65	N 89°05'58" E	60.00'
L66	N 89°05'58" E	50.00'
L67	N 89°05'58" E	50.00'
L68	N 89°05'58" E	50.00'
L69	N 89°05'58" E	50.00'
L70	N 89°05'58" E	50.00'
L71	N 89°05'58" E	37.07'
L72	N 00°54'02" W	88.31'
L73	N 00°54'02" W	116.00'
L74	N 00°54'02" W	99.31'
L75	S 89°05'58" W	45.00'
L76	S 89°05'58" W	40.00'
L77	S 02°10'18" W	286.09'
L78	S 86°39'48" W	109.98'
L79	S 89°05'58" W	110.16'
L80	S 89°05'58" W	268.29'
L81	N 00°54'02" W	5.00'
L82	N 89°05'58" E	45.00'
L83	N 89°05'58" E	45.00'
L84	N 89°05'58" E	22.00'
L85	N 86°39'48" E	11.98'
L86	N 86°39'48" E	42.51'
L87	N 02°10'18" E	8.96'
L88	N 02°10'18" E	45.00'
L89	N 02°10'18" E	45.00'
L90	S 89°05'58" W	12.58'
L91	S 89°05'58" W	45.00'
L92	S 89°05'58" W	45.00'
L93	S 02°10'18" W	185.69'
L94	S 44°25'03" W	14.87'
L95	S 44°25'03" W	22.14'
L96	S 86°39'48" W	34.28'
L97	S 86°39'48" W	27.99'
L98	S 14°27'38" E	17.06'

LINE	BEARINGS	LENGTH
L99	N 57°57'24" E	86.46'
L100	S 35°47'12" W	53.27'
L101	S 35°47'12" W	15.74'
L102	N 02°10'18" E	140.26'
L103	N 00°54'02" W	116.00'
L104	N 00°54'02" W	116.00'
L105	N 00°54'02" W	116.09'
L106	N 02°00'10" W	116.66'
L107	N 02°00'10" W	116.36'
L108	N 03°20'12" W	116.07'
L109	N 87°49'42" W	116.00'
L110	N 87°49'42" W	116.00'
L111	S 85°00'06" E	111.20'
L112	S 49°39'21" E	118.64'
L113	N 02°10'18" E	101.58'
L114	N 00°54'02" W	116.00'
L115	N 00°54'02" W	116.00'
L116	N 00°54'02" W	116.00'
L117	N 00°54'02" W	116.11'
L118	N 00°54'02" W	116.97'
L119	N 00°54'02" W	118.66'
L120	N 00°54'02" W	101.76'
L121	N 00°54'02" W	120.51'
L122	S 89°05'58" W	30.26'
L123	S 89°05'58" W	45.00'
L124	S 89°05'58" W	45.00'
L125	S 89°05'58" W	45.00'
L126	S 89°05'58" W	45.00'
L127	S 89°05'58" W	45.00'
L128	S 02°10'18" W	45.00'
L129	S 02°10'18" W	45.00'
L130	S 02°10'18" W	49.94'
L131	S 02°10'18" W	54.75'
L132	S 02°10'18" W	286.63'
L133	S 86°19'44" W	125.37'
L134	S 89°05'58" W	688.73'
L135	S 01°58'06" W	284.36'
L136	S 01°58'06" W	50.00'
L137	S 01°58'06" W	50.00'
L138	S 01°58'06" W	50.00'
L139	S 01°58'06" W	50.00'
L140	S 01°58'06" W	50.00'
L141	N 02°10'18" E	45.00'
L142	N 02°10'18" E	45.00'
L143	N 02°10'18" E	45.00'
L144	N 02°10'18" E	30.00'
L145	N 02°10'18" E	45.00'
L146	S 89°05'58" W	42.80'
L147	S 89°05'58" W	45.00'
L148	S 89°05'58" W	45.00'
L149	S 89°05'58" W	45.00'
L150	S 89°05'58" W	113.82'
L151	S 89°05'58" W	50.00'
L152	S 89°05'58" W	50.00'
L153	S 89°05'58" W	50.00'
L154	S 89°05'58" W	50.00'
L155	S 89°05'58" W	50.00'
L156	S 89°05'58" W	50.00'
L157	S 89°05'58" W	45.83'
L158	N 44°27'58" W	20.66'
L159	N 44°27'58" W	13.80'
L160	N 01°58'06" E	184.29'
L161	S 02°10'18" W	186.15'
L162	S 44°15'01" W	14.92'
L163	S 44°15'01" W	22.19'
L164	S 86°19'44" W	34.22'
L165	S 86°19'44" W	43.58'
L166	N 45°32'02" E	21.72'
L167	N 89°05'58" E	39.79'
L168	N 89°05'58" E	50.00'
L169	N 89°05'58" E	50.00'
L170	N 89°05'58" E	50.00'
L171	N 89°05'58" E	50.00'
L172	N 89°05'58" E	50.00'
L173	N 89°05'58" E	50.00'
L174	N 89°05'58" E	112.08'
L175	N 89°05'58" E	45.00'
L176	N 89°05'58" E	45.00'
L177	N 89°05'58" E	45.00'
L178	N 89°05'58" E	45.00'
L179	N 89°05'58" E	8.08'
L180	N 86°19'44" E	24.94'
L181	N 86°19'44" E	47.74'
L182	S 45°44'59" E	20.03'
L183	S 45°44'59" E	13.47'
L184	S 02°10'18" W	30.00'
L185	N 03°40'16" W	118.18'
L186	N 03°07'34" W	117.67'
L187	N 01°54'13" W	117.33'
L188	S 00°54'02" E	117.83'
L189	S 00°54'02" E	118.00'
L190	S 00°54'02" E	118.00'
L191	S 00°54'02" E	118.00'
L192	S 00°54'02" E	118.00'
L193	N 00°54'02" W	116.00'
L194	N 00°54'02" W	116.00'
L195	N 00°54'02" W	116.00'
L196	N 00°54'02" W	116.00'
L197	N 02°09'21" W	116.02'

LINE	BEARINGS	LENGTH
L198	N 02°09'21" W	116.52'
L199	N 03°40'16" W	116.00'
L200	N 03°40'16" W	116.00'
L201	N 00°54'02" W	118.00'
L202	N 00°54'02" W	118.00'
L203	N 00°54'02" W	118.00'
L204	N 00°54'02" W	118.00'
L205	N 00°54'02" W	118.00'
L206	N 00°54'02" W	118.00'
L207	N 00°54'02" W	118.00'
L208	N 00°54'02" W	116.00'
L209	N 00°54'02" W	116.00'
L210	N 00°54'02" W	116.00'
L211	N 00°54'02" W	116.00'
L212	N 00°54'02" W	116.00'
L213	N 00°54'02" W	116.00'
L214	N 00°54'02" W	116.00'
L215	N 87°49'42" W	116.00'
L216	N 87°49'42" W	116.00'
L217	N 87°49'42" W	116.00'
L218	N 87°49'42" W	116.00'
L219	N 87°49'42" W	116.00'
L220	N 88°01'54" W	116.15'
L221	N 88°01'54" W	116.17'
L222	N 88°01'54" W	116.19'
L223	N 88°01'54" W	116.21'
L224	N 88°01'54" W	116.22'
L225	N 02°10'18" E	101.66'
L226	S 01°58'06" W	101.16'
L227	N 02°10'18" E	104.15'
L228	S 01°58'06" W	103.16'
L229	S 86°39'48" W	50.57'
L230	S 87°05'52" W	9.85'
L231	S 87°05'52" W	36.12'
L232	S 87°05'52" W	8.72'
L233	S 88°04'24" W	38.45'
L234	S 88°04'24" W	6.55'
L235	S 88°04'24" W	40.23'
L236	S 88°04'24" W	4.50'
L237	S 88°04'24" W	5.00'
L238	S 89°05'58" W	35.50'
L239	S 89°05'58" W	4.50'
L240	S 89°05'58" W	40.50'
L241	S 89°05'58" W	4.50'
L242	S 89°05'58" W	40.50'
L243	S 89°05'58" W	4.50'
L244	S 89°05'58" W	40.50'
L245	S 89°05'58" W	4.50'
L246	S 89°05'58" W	5.69'
L247	S 89°05'58" W	44.31'
L248	S 89°05'58" W	5.69'
L249	S 89°05'58" W	44.31'
L250	S 89°05'58" W	5.69'
L251	S 89°05'58" W	44.31'
L252	S 89°05'58" W	5.69'
L253	S 89°05'58" W	44.31'
L254	S 89°05'58" W	5.69'
L255	S 89°05'58" W	44.31'
L256	S 89°05'58" W	5.69'
L257	S 89°05'58" W	44.31'
L258	S 89°05'58" W	5.69'
L259	S 89°05'58" W	55.00'
L260	S 02°10'18" W	45.00'
L261	S 02°10'18" W	45.00'
L262	S 02°10'18" W	45.00'
L263	S 02°10'18" W	45.00'
L264	N 01°56'49" E	56.13'
L265	N 01°56'49" E	51.00'
L266	N 01°56'49" E	50.00'
L267	N 01°56'49" E	50.00'
L268	N 01°56'49" E	50.00'
L269	N 01°56'49" E	50.00'
L270	N 88°01'54" W	116.24'
L271	N 88°01'54" W	116.26'
L272	N 88°01'54" W	116.28'
L273	N 88°01'54" W	116.30'
L274	N 01°56'49" E	50.00'
L275	N 01°56'49" E	50.00'
L276	N 01°56'49" E	50.00'
L277	N 01°56'49" E	50.00'
L278	N 01°56'49" E	50.00'
L279	S 02°10'18" W	77.29'
L280	S 85°53'16" W	140.82'
L281	S 89°05'58" W	674.50'
L282	S 05°47'17" W	103.89'
L283	S 01°58'06" W	81.29'
L284	S 01°58'06" W	5.98'
L285	S 01°58'06" W	50.00'
L286	S 01°58'06" W	50.00'
L287	S 01°58'06" W	50.00'
L288	S 01°58'06" W	50.00'
L289	S 01°58'06" W	50.00'
L290	N 02°10'18" E	45.00'
L291	N 02°10'18" E	45.00'
L292	N 02°10'18" E	45.00'
L293	N 02°10'18" E	45.00'
L294	N 02°10'18" E	45.00'
L295	N 02°10'18" E	45.00'
L296	N 02°10'18" E	15.55'

LINE	BEARINGS	LENGTH
L297	S 89°05'58" W	28.16'
L298	S 89°05'58" W	45.00'
L299	S 89°05'58" W	45.00'
L300	S 89°05'58" W	45.00'
L301	S 89°05'58" W	112.93'
L302	S 89°05'58" W	50.00'
L303	S 89°05'58" W	50.00'
L304	S 89°05'58" W	50.00'
L305	S 89°05'58" W	50.00'
L306	S 89°05'58" W	50.00'
L307	S 89°05'58" W	50.00'
L308	S 89°05'58" W	47.13'
L309	N 44°27'58" W	20.66'
L310	N 44°27'58" W	13.80'
L311	N 01°58'06" E	30.00'
L312	N 05°47'17" E	56.65'
L313	S 02°10'18" W	29.89'
L314	S 44°01'47" W	14.99'
L315	S 44°01'47" W	22.25'
L316	S 85°53'16" W	34.37'
L317	S 85°53'16" W	45.00'
L318	S 85°53'16" W	14.05'
L319	N 45°32'02" E	14.51'
L320	N 45°32'02" E	21.72'
L321	N 89°05'58" E	39.79'
L322	N 89°05'58" E	50.00'
L323	N 89°05'58" E	50.00'
L324	N 89°05'58" E	50.00'
L325	N 89°05'58" E	50.00'
L326	N 89°05'58" E	50.00'
L327	N 89°05'58" E	50.00'
L328	N 89°05'58" E	112.63'
L329	N 89°05'58" E	45.00'
L330	N 89°05'58" E	45.00'
L331	N 89°05'58" E	45.00'
L332	N 89°05'58" E	38.30'
L333	N 85°53'16" E	39.40'
L334	N 85°53'16" E	48.52'
L335	S 45°58'13" E	19.94'
L336	S 45°58'13" E	13.43'
L337	N 04°06'44" W	118.36'
L338	N 03°56'11" W	118.02'
L339	N 02°31'25" W	117.49'
L340	N 01°06'39" W	117.89'
L341	N 04°43'13" W	118.45'
L342	N 04°43'13" W	117.79'
L343	N 03°22'02" W	117.54'
L344	N 01°41'38" W	117.52'
L345	S 00°54'02" E	118.00'
L346	S 00°54'02" E	118.00'
L347	S 00°54'02" E	118.00'
L348	S 00°54'02" E	118.00'
L349	S 00°54'02" E	118.00'
L350	S 00°54'02" E	118.00'
L351	S 00°54'02" E	118.00'
L352	S 00°54'02" E	118.00'
L353	N 00°54'02" W	116.00'
L354	N 00°54'02" W	116.00'
L355	N 00°54'02" W	116.00'
L356	N 00°54'02" W	116.00'
L357	N 02°21'09" W	116.39'
L358	N 02°21'09" W	116.58'
L359	N 04°06'44" W	116.45'
L360	N 04°06'44" W	116.26'
L361	N 00°54'02" W	118.00'
L362	N 00°54'02" W	118.00'
L363	N 00°54'02" W	118.00'
L364	N 00°54'02" W	118.00'
L365	N 00°54'02" W	118.00'
L366	N 00°54'02" W	118.00'
L367	N 00°54'02" W	118.00'
L368	N 89°05'58" E	4.50'
L369	N 89°05'58" E	40.50'
L370	N 89°05'58" E	4.50'
L371	N 89°05'58" E	40.50'
L372	N 89°05'58" E	4.50'
L373	N 89°05'58" E	40.50'
L374	N 89°05'58" E	4.50'
L375	N 89°05'58" E	40.29'
L376	N 87°42'19" E	5.08'
L377	N 87°42'19" E	39.92'
L378	N 87°42'19" E	7.59'
L379	N 87°42'19" E	37.17'
L380	N 86°19'44" E	10.34'
L381	N 86°19'44" E	34.66'
L382	N 86°19'44" E	10.66'
L383	N 86°19'44" E	50.38'
L384	N 00°54'02" W	118.00'
L385	N 00°54'02" W	118.00'
L386	N 00°54'02" W	118.00'
L387	N 00°54'02" W	118.00'
L388	N 00°54'02" W	118.00'
L389	N 00°54'02" W	118.00'
L390	N 00°54'02" W	118.00'
L391	N 00°54'02" W	116.00'
L392	N 00°54'02" W	116.00'
L393	N 00°54'02" W	116.00'
L394	N 00°54'02" W	116.00'
L395	N 00°54'02" W	116.00'

LINE	BEARINGS	LENGTH
L396	N 00°54'02" W	116.00'
L397	N 00°54'02" W	116.00'
L398	N 87°49'42" W	116.00'
L399	N 87°49'42" W	116.00'
L400	N 87°49'42" W	116.00'
L401	N 87°49'42" W	116.00'
L402	N 87°49'42" W	116.00'
L403	N 87°49'42" W	116.00'
L404	N 87°49'42" W	116.00'
L405	N 87°49'42" W	116.28'
L406	N 87°49'42" W	117.82'
L407	N 88°01'54" W	116.32'
L408	N 88°01'54" W	116.34'
L409	N 88°01'54" W	116.99'
L410	N 88°01'54" W	119.27'
L411	S 02°10'18" W	41.05'
L412	N 01°58'06" E	39.51'
L413	N 05°47'17" E	67.89'
L414	N 02°10'18" E	104.53'
L415	S 01°58'06" W	103.16'
L416	S 86°07'51" W	48.83'
L417	S 86°07'51" W	11.99'
L418	S 86°07'51" W	33.01'
L419	S 86°07'51" W	11.99'
L420	S 86°07'51" W	35.41'
L421	S 87°29'37" W	9.18'
L422	S 87°29'37" W	38.79'
L423	S 87°29'37" W	6.21'
L424	S 87°29'37" W	16.54'
L425	S 89°05'58" W	23.66'
L426	S 89°05'58" W	4.50'
L427	S 89°05'58" W	40.50'
L428	S 89°05'58" W	4.50'
L429	S 89°05'58" W	40.50'
L430	S 89°05'58" W	4.50'
L431	S 89°05'58" W	40.50'
L432	S 89°05'58" W	4.50'
L433	S 89°05'58" W	12.56'
L434	S 89°05'58" W	37.44'
L435	S 89°05'58" W	12.56'
L436	S 89°05'58" W	37.44'
L437	S 89°05'58" W	12.56'
L438	S 89°05'58" W	37.44'
L439	S 89°05'58" W	12.56'
L440	S 89°05'58" W	37.44'
L441	S 89°05'58" W	12.56'
L442	S 89°05'58" W	37.44'
L443	S 89°05'58" W	12.56'
L444	S 89°05'58" W	37.44'
L445	S 89°05'58" W	12.56'
L446	S 89°05'58" W	55.00'
L447	S 89°05'58" W	5.69'
L448	S 89°05'58" W	44.31'
L449	S 89°05'58" W	5.69'
L450	S 89°05'58" W	44.31'
L451	S 89°05'58" W	5.69'
L452	S 89°05'58" W	44.31'
L453	S 89°05'58" W	5.69'
L454	S 89°05'58" W	44.31'
L455	S 89°05'58" W	5.69'
L456	S 89°05'58" W	44.31'
L457	S 89°05'58" W	5.69'
L458	S 89°05'58" W	44.31'
L459	S 89°05'58" W	5.69'
L460	S 89°05'58" W	55.00'
L461	S 02°10'18" W	45.00'
L462	S 02°10'18" W	45.00'
L463	S 02°10'18" W	45.00'
L464	S 02°10'18" W	45.00'
L465	S 02°10'18" W	45.00'
L466	S 02°10'18" W	45.00'
L467	S 02°10'18" W	45.00'
L468	S 02°10'18" W	45.00'
L469	S 02°10'18" W	45.00'
L470	N 88°01'54" W	122.01'
L471	N 88°01'54" W	122.61'
L472	N 01°56'49" E	50.00'
L473	N 01°56'49" E	50.00'
L474	N 01°56'49" E	50.00'
L475	N 01°56'49" E	50.00'
L476	N 01°56'49" E	50.00'
L477	N 01°56'49" E	199.25'
L478	S 89°05'58" W	205.70'
L479	S 89°05'58" W	444.30'
L480	S 01°58'06" W	344.65'
L481	S 01°58'06" W	139.78'
L482	S 45°32'02" W	15.53'
L483	S 45°32'02" W	20.70'
L484	S 89°05'58" W	40.00'
L485	S 89°05'58" W	50.00'
L486	S 89°05'58" W	50.00'
L487	S 89°05'58" W	50.00'
L488	S 89°05'58" W	50.00'
L489	S 89°05'58" W	50.00'
L490	S 89°05'58" W	50.00'
L491	S 89°05'58" W	0.50'
L492	S 05°47'17" W	6.34'
L493	S 05°47'17" W	42.52'
L494	S 89°05'58" W	154.41'

LINE	BEARINGS	LENGTH
L495	N 44°27'58" W	34.46'
L496	N 01°58'06" E	244.01'
L497	N 47°26'37" E	15.05'
L498	N 47°26'37" E	22.31'
L499	N 89°05'58" E	39.23'
L500	N 89°05'58" E	50.00'
L501	N 89°05'58" E	50.00'
L502	N 89°05'58" E	50.00'
L503	N 89°05'58" E	50.00'
L504	N 89°05'58" E	50.00'
L505	N 89°05'58" E	50.00'
L506	N 89°05'58" E	104.87'
L507	N 89°05'58" E	45.00'
L508	N 89°05'58" E	45.00'
L509	N 89°05'58" E	45.00'
L510	S 00°54'02" E	116.00'
L511	S 00°54'02" E	116.00'
L512	S 00°54'02" E	116.00'
L513	S 00°54'02" E	116.00'
L514	S 00°54'02" E	116.00'
L515	N 00°54'02" W	101.73'
L516	S 89°05'58" W	55.00'
L517	S 89°05'58" W	50.00'
L518	S 89°05'58" W	50.00'
L519	S 89°05'58" W	50.00'
L520	S 89°05'58" W	50.00'
L521	S 89°05'58" W	50.00'
L522	S 89°05'58" W	50.00'
L523	S 00°54'02" E	116.00'
L524	S 00°54'02" E	116.00'
L525	N 88°01'54" W	20.49'
L526	S 01°38'53" E	109.22'
L527	S 85°16'47" W	145.69'
L528	N 01°38'53" W	17.90'
L529	N 01°38'53" W	32.15'
L530	S 85°16'47" W	86.53'
L531	N 89°05'58" E	23.66'
L532	N 85°16'47" E	8.61'
L533	N 85°16'47" E	45.00'
L534	N 85°16'47" E	40.71'
L535	S 48°11'03" E	20.62'
L536	S 48°11'03" E	13.78'
L537	S 01°38'53" E	57.84'
L538	N 68°28'33" E	16.00'
L539	S 02°10'18" W	243.64'
L540	N 87°49'42" W	120.58'
L541	N 87°49'42" W	122.06'
L542	N 87°49'42" W	109.78'
L543	N 87°49'42" W	143.56'
L544	S 25°11'12" W	24.89'
L545	S 01°38'53" E	67.32'
L546	S 02°10'18" W	45.00'
L547	S 02°10'18" W	45.00'
L548	S 02°10'18" W	45.00'
L549	S 02°10'18" W	284.12'
L550	N 89°30'59" W	461.67'
L551	S 89°30'59" E	22.02'
L552	S 89°30'59" E	45.00'
L553	S 89°30'59" E	45.00'
L554	S 89°30'59" E	45.00'
L555	S 89°30'59" E	45.00'
L556	S 89°30'59" E	45.00'
L557	S 89°30'59" E	45.00'
L558	S 89°30'59" E	41.90'
L559	S 43°40'20" E	11.63'
L560	S 43°40'20" E	23.21'
L561	S 02°10'18" W	184.10'
L562	S 46°19'40" W	14.97'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42137
DAVID S.
KLEIN
1/15/24
Date Signed
ARIZONA U.S.A.

FINAL PLAT FOR MILLER 60

SOUTHERN AVENUE & MILLER ROAD, BUCKEYE, AZ 85326

2122 W. Lone Cactus Drive, Suite 11
Phoenix, AZ 85027
623-869-0223 (office) 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

SUPERIOR
SURVEYING SERVICES, INC.

DWN: LE CHK: JW

SHEET 9 OF 11

DATE: 1/15/24

JOB: 202103101

PLZS-21-00160

LINE TABLE		
LINE	BEARINGS	LENGTH
L563	S 46°19'40" W	20.90'
L564	N 89°30'59" W	35.01'
L565	N 89°30'59" W	45.00'
L566	N 89°30'59" W	45.00'
L567	N 89°30'59" W	45.00'
L568	N 89°30'59" W	45.00'
L569	N 89°30'59" W	45.00'
L570	N 89°30'59" W	45.00'
L571	N 89°30'59" W	45.00'
L572	N 89°30'59" W	5.25'
L573	N 46°13'34" E	13.54'
L574	N 46°13'34" E	22.27'
L575	S 89°30'59" E	34.05'
L576	S 89°30'59" E	45.00'
L577	S 89°30'59" E	45.00'
L578	S 89°30'59" E	45.00'
L579	S 89°30'59" E	45.00'
L580	S 89°30'59" E	45.00'
L581	S 89°30'59" E	45.00'
L582	S 89°30'59" E	6.20'
L583	N 02°10'18" E	42.70'
L584	N 02°10'18" E	45.00'
L585	N 02°10'18" E	45.00'
L586	N 02°10'18" E	45.00'
L587	N 02°10'18" E	45.00'
L588	S 02°10'18" W	45.00'
L589	S 89°30'59" E	45.00'
L590	S 87°49'42" E	116.00'
L591	S 87°49'42" E	116.00'
L592	S 87°49'42" E	116.00'
L593	S 87°49'42" E	116.00'
L594	S 87°49'42" E	115.95'
L595	S 75°25'50" E	114.96'
L596	S 40°05'05" E	122.64'
L597	S 00°29'01" W	118.00'
L598	S 00°29'01" W	116.00'
L599	S 00°29'01" W	118.00'
L600	S 00°29'01" W	116.00'
L601	S 00°29'01" W	118.00'
L602	S 00°29'01" W	116.00'
L603	S 00°29'01" W	118.00'
L604	S 00°29'01" W	116.00'
L605	S 00°29'01" W	118.00'
L606	S 00°29'01" W	116.00'
L607	S 00°29'01" W	141.30'
L608	S 00°29'01" W	116.44'
L609	S 00°29'01" W	118.24'
L610	S 00°29'01" W	5.00'
L611	S 00°29'01" W	116.00'
L612	S 00°29'01" W	118.00'
L613	S 00°29'01" W	116.00'
L614	S 00°29'01" W	118.00'
L615	S 00°29'01" W	116.00'
L616	S 00°29'01" W	109.66'
L617	S 00°29'01" W	101.44'
L618	N 00°29'01" E	116.00'
L619	N 00°29'01" E	116.00'
L620	N 00°29'01" E	116.00'
L621	N 00°29'01" E	116.00'
L622	N 00°29'01" E	116.00'
L623	N 00°29'01" E	116.01'
L624	N 00°29'01" E	116.00'
L625	N 00°29'01" E	111.45'
L626	N 00°29'01" E	116.00'
L627	S 32°14'33" W	84.55'
L628	S 64°45'49" W	4.71'
L629	S 64°45'49" W	71.57'
L630	N 89°30'59" W	44.04'
L631	N 89°30'59" W	46.00'
L632	N 89°30'59" W	45.00'
L633	N 89°30'59" W	45.00'
L634	N 89°30'59" W	45.00'
L635	N 89°30'59" W	45.00'
L636	N 89°30'59" W	45.00'
L637	N 89°30'59" W	45.00'
L638	N 89°30'59" W	45.00'
L639	N 89°30'59" W	50.00'
L640	N 00°29'01" E	101.46'
L641	N 89°30'59" W	50.00'
L642	N 89°30'59" W	45.00'
L643	N 89°30'59" W	45.00'
L644	N 89°30'59" W	45.00'
L645	N 89°30'59" W	45.00'
L646	N 89°30'59" W	45.00'
L647	N 89°30'59" W	45.00'
L648	N 89°30'59" W	45.00'
L649	S 02°10'18" W	45.00'
L650	S 02°10'18" W	45.00'
L652	S 02°10'18" W	45.00'
L653	S 02°10'18" W	45.00'
L654	S 02°10'18" W	66.98'
L655	S 02°10'18" W	19.65'
L656	S 01°58'06" W	98.94'
L657	N 00°29'01" E	28.00'
L658	S 02°10'18" W	284.12'
L659	N 89°30'59" W	384.67'
L660	S 02°10'18" W	184.10'

LINE	BEARINGS	LENGTH
L661	S 46°19'40" W	14.97'
L662	S 46°19'40" W	20.90'
L663	N 89°30'59" W	35.01'
L664	N 89°30'59" W	45.00'
L665	N 89°30'59" W	45.00'
L666	N 89°30'59" W	45.00'
L667	N 89°30'59" W	45.00'
L668	N 89°30'59" W	19.99'
L669	N 02°10'18" E	45.00'
L670	N 02°10'18" E	45.00'
L671	N 02°10'18" E	45.00'
L672	N 02°10'18" E	45.00'
L673	N 02°10'18" E	45.00'
L674	S 87°49'42" E	116.00'
L675	S 87°49'42" E	116.00'
L676	S 87°49'42" E	116.00'
L677	S 87°49'42" E	116.00'
L678	S 87°49'42" E	116.00'
L679	S 00°29'01" W	118.00'
L680	S 00°29'01" W	118.00'
L681	N 00°29'01" E	118.00'
L682	S 00°29'01" W	118.00'
L683	S 00°29'01" W	112.57'
L684	S 00°29'01" W	118.00'
L685	S 00°29'01" W	109.66'
L686	S 70°30'53" W	19.32'
L687	N 89°30'59" W	50.00'
L688	S 02°10'18" W	45.00'
L689	S 02°10'18" W	45.00'
L690	S 02°10'18" W	45.00'
L691	S 02°10'18" W	45.00'
L692	S 02°10'18" W	45.00'
L693	S 00°29'01" W	28.00'
L694	S 01°38'53" E	102.37'
L695	S 02°10'18" W	81.75'
L696	N 89°30'59" W	393.04'
L697	S 01°38'53" E	53.29'
L698	S 02°10'18" W	32.48'
L699	S 46°19'40" W	17.19'
L700	S 46°19'40" W	18.68'
L701	N 89°30'59" W	36.60'
L702	N 89°30'59" W	45.00'
L703	N 89°30'59" W	45.00'
L704	N 89°30'59" W	45.00'
L705	N 89°30'59" W	45.00'
L706	N 89°30'59" W	45.00'
L707	N 89°30'59" W	45.00'
L708	N 89°30'59" W	37.17'
L709	S 89°30'59" E	19.99'
L710	S 89°30'59" E	45.00'
L711	S 89°30'59" E	45.00'
L712	S 89°30'59" E	45.00'
L713	S 89°30'59" E	45.00'
L714	S 89°30'59" E	41.90'
L715	S 43°40'20" E	11.63'
L716	S 43°40'20" E	23.21'
L717	N 02°10'18" E	45.00'
L718	N 02°10'18" E	45.00'
L719	N 02°10'18" E	45.00'
L720	N 02°10'18" E	10.23'
L721	N 01°38'53" W	23.23'
L722	N 01°38'53" W	22.27'
L723	S 87°49'42" E	116.00'
L724	S 87°49'42" E	116.00'
L725	S 87°49'42" E	116.00'
L726	S 87°49'42" E	116.00'
L727	S 87°49'42" E	116.40'
L728	S 87°49'42" E	120.93'
L729	S 87°49'42" E	118.09'
L730	N 49°28'54" W	16.00'
L731	N 00°29'01" E	124.62'
L732	N 00°29'01" E	134.68'
L733	N 00°29'01" E	116.00'
L734	N 00°29'01" E	118.00'
L735	N 00°29'01" E	116.00'
L736	N 00°29'01" E	118.00'
L737	N 00°29'01" E	116.00'
L738	N 00°29'01" E	118.00'
L739	N 00°29'01" E	116.00'
L740	N 00°29'01" E	118.00'
L741	N 00°29'01" E	116.00'
L742	N 00°29'01" E	118.00'
L743	N 00°29'01" E	116.00'
L744	N 00°29'01" E	118.00'
L745	N 00°29'01" E	116.58'
L746	N 00°29'01" E	121.62'
L747	N 00°29'01" E	116.00'
L748	N 00°29'01" E	118.00'
L749	N 00°29'01" E	102.99'
L750	N 00°29'01" E	103.55'
L751	S 02°10'18" W	45.00'
L752	S 02°10'18" W	45.00'
L753	S 02°10'18" W	45.00'
L754	S 02°10'18" W	45.00'
L755	S 02°10'18" W	45.00'
L756	S 02°10'18" W	45.00'
L757	S 02°10'18" W	45.00'
L758	N 89°30'59" W	50.00'
L759	N 89°30'59" W	45.00'

LINE	BEARINGS	
L760	N 89°30'59" W	45.00'
L761	N 89°30'59" W	45.00'
L762	N 89°30'59" W	45.00'
L763	N 89°30'59" W	45.00'
L764	N 89°30'59" W	45.00'
L765	N 89°30'59" W	45.00'
L766	N 89°30'59" W	45.00'
L767	N 00°29'01" E	28.00'
L768	S 00°29'01" W	220.93'
L769	N 89°30'59" W	219.83'
L770	N 89°30'59" W	160.00'
L771	S 00°29'01" W	100.90'
L772	S 45°29'01" W	35.36'
L773	N 89°30'59" W	4.60'
L774	S 89°30'59" E	25.74'
L775	S 89°30'59" E	45.00'
L776	S 89°30'59" E	45.00'
L777	S 89°30'59" E	45.00'
L778	S 89°30'59" E	45.00'
L779	S 89°30'59" E	45.00'
L780	S 89°30'59" E	45.00'
L781	S 89°30'59" E	35.00'
L782	S 45°34'56" E	20.83'
L783	S 45°34'56" E	15.18'
L784	N 89°30'59" W	27.57'
L785	N 89°30'59" W	45.00'
L786	N 89°30'59" W	35.38'
L787	N 44°30'59" W	14.59'
L788	N 00°29'01" E	100.96'
L789	N 25°50'41" E	21.21'
L790	S 45°29'01" W	25.46'
L791	N 02°10'18" E	228.34'
L792	S 87°49'42" E	119.89'
L793	N 61°00'24" E	20.81'
L794	S 00°29'01" W	116.00'
L795	S 00°29'01" W	113.19'
L796	N 00°29'01" E	83.31'
L797	S 89°30'59" E	32.07'
L798	S 89°30'59" E	45.00'
L799	S 89°30'59" E	45.00'
L800	S 89°30'59" E	48.00'
L801	S 00°29'01" W	97.13'
L802	S 00°29'01" W	116.00'
L803	S 89°24'29" E	49.24'
L804	N 88°04'33" E	162.45'
L805	N 45°27'23" E	42.45'
L806	S 89°34'15" E	15.31'
L807	S 89°34'15" E	215.99'
L808	S 44°32'37" E	42.41'
L809	S 00°29'01" W	101.44'
L810	S 00°29'01" W	116.00'
L811	N 89°30'59" W	45.00'
L812	S 00°29'01" W	116.00'
L813	N 89°30'59" W	45.00'
L814	S 00°29'01" W	116.00'
L815	N 89°30'59" W	45.00'
L816	S 00°29'01" W	116.00'
L817	N 89°30'59" W	45.00'
L818	S 00°29'01" W	116.00'
L819	N 89°30'59" W	46.00'
L820	S 00°29'01" W	110.57'
L821	N 44°30'59" W	20.77'
L822	S 45°32'02" W	14.51'
L823	N 01°56'49" E	50.00'
L824	S 89°30'59" E	45.00'
L825	N 88°04'33" E	162.45'
L826	S 89°24'29" E	50.35'
L827	N 89°05'58" E	45.00'
L828	N 89°05'58" E	45.00'
L829	N 00°35'31" E	20.39'
L830	N 89°24'29" W	49.94'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	55.00'	16°58'14"	16.29'
C2	55.00'	0°22'15"	0.36'
C3	55.00'	72°59'34"	70.07'
C4	55.00'	54°33'32"	52.37'
C5	55.00'	2°48'00"	2.69'
C6	55.00'	14°32'29"	13.96'
C7	2352.00'	2°26'10"	100.00'
C8	2377.00'	0°47'48"	33.05'
C9	2377.00'	1°05'06"	45.01'
C10	2377.00'	0°33'16"	23.00'
C11	55.00'	2°38'01"	2.53'
C12	55.00'	14°42'28"	14.12'
C13	55.00'	20°10'05"	19.36'
C14	55.00'	35°20'45"	33.93'
C15	55.00'	35°11'43"	33.78'
C16	55.00'	28°27'56"	27.32'
C17	55.00'	17°20'29"	16.65'
C18	2327.00'	0°28'53"	19.55'
C19	2327.00'	1°06'29"	45.00'
C20	2327.00'	0°50'48"	34.39'
C21	2068.00'	2°46'14"	100.00'
C22	2043.00'	0°02'23"	1.42'
C23	2043.00'	1°20'30"	47.84'
C24	2043.00'	1°15'44"	45.00'
C25	2043.00'	0°07'37"	4.53'
C26	2093.00'	0°32'42"	19.91'
C27	2093.00'	1°13'21"	44.66'
C28	2093.00'	1°00'11"	36.64'
C29	1500.00'	3°49'11"	100.00'
C30	1784.00'	3°12'42"	100.00'
C31	1500.00'	3°49'11"	100.00'
C32	1525.00'	1°39'14"	44.02'
C33	1525.00'	1°52'50"	50.05'
C34	1525.00'	0°17'06"	7.59'
C35	1525.00'	1°01'17"	27.18'
C36	1525.00'	1°41'30"	45.03'
C37	1525.00'	1°06'24"	29.45'
C38	1475.00'	3°49'11"	98.33'
C39	1475.00'	3°49'11"	98.33'
C40	1759.00'	1°06'40"	34.11'
C41	1759.00'	1°27'57"	45.00'
C42	1759.00'	0°38'05"	19.48'
C43	1809.00'	0°10'33"	5.55'
C44	1809.00'	1°24'46"	44.61'
C45	1809.00'	1°24'46"	44.61'
C46	1809.00'	0°12'37"	6.64'
C47	1465.00'	1°27'00"	37.07'
C48	1465.00'	2°22'11"	60.59'
C49	1465.00'	2°24'51"	61.73'
C50	1465.00'	1°24'20"	35.94'
C51	55.00'	17°20'29"	16.65'
C52	55.00'	28°34'54"	27.44'
C53	55.00'	89°24'46"	85.83'
C54	55.00'	17°20'29"	16.65'
C55	1500.00'	3°49'11"	100.00'
C56	55.00'	13°30'20"	12.96'
C57	55.00'	3°50'10"	3.68'
C58	55.00'	47°14'54"	45.36'
C59	55.00'	43°17'20"	41.55'
C60	55.00'	37°13'04"	35.73'
C61	55.00'	17°20'29"	16.65'
C62	1475.00'	3°49'11"	98.33'
C63	1525.00'	1°21'11"	36.01'
C64	1525.00'	1°40'23"	44.53'
C65	1525.00'	0°47'36"	21.12'
C66	53.00'	25°41'27"	23.76'
C67	53.00'	44°20'25"	41.02'
C68	55.00'	17°20'29"	16.65'
C69	55.00'	98°34'50"	94.63'
C70	55.00'	24°37'04"	23.63'
C71	55.00'	17°20'29"	16.65'
C72	55.00'	29°44'21"	28.55'
C73	55.00'	35°20'45"	33.93'
C74	55.00'	33°14'47"	31.91'
C75	55.00'	24°39'48"	23.68'
C76	55.00'	14°50'43"	14.25'
C77	55.00'	2°29'46"	2.40'
C78	55.00'	17°20'29"	16.65'
C79	65.00'	23°35'01"	26.75'
C80	65.00'	34°43'11"	39.39'
C81	53.00'	168°16'20"	155.66'
C82	1500.00'	3°49'11"	100.00'
C83	1475.00'	3°49'11"	98.33'
C84	53.00'	188°20'16"	174.22'
C85	53.00'	41°28'10"	38.36'
C86	53.00'	8°29'45"	7.86'
C87	65.00'	34°43'11"	39.39'
C88	65.00'	23°35'01"	26.75'
C89	1525.00'	0°49'17"	21.86'
C90	1525.00'	1°41'31"	45.03'
C91	1525.00'	1°18'23"	34.77'
C92	55.00'	17°20'29"	16.65'
C93	65.00'	58°18'12"	66.14'
C94	53.00'	21°18'28"	19.71'
C95	53.00'	39°12'54"	36.27'
C96	53.00'	177°46'49"	164.45'
C97	55.00'	1°07'43"	1.08'
C98	55.00'	41°34'26"	39.71'

CURVE	RADIUS	DELTA	LENGTH
C99	55.00'	73°13'32"	70.29'
C100	55.00'	6°37'23"	6.36'
C101	55.00'	17°20'29"	16.65'
C102	2360.31'	2°23'20"	60.83'
C103	2439.46'	2°23'07"	101.55'
C104	2360.31'	0°54'44"	37.58'
C105	2400.00'	2°23'07"	99.91'
C106	2400.00'	2°23'29"	100.17'
C107	2439.46'	2°23'07"	101.55'
C108	2435.00'	2°23'07"	101.37'
C109	2365.00'	2°23'21"	98.62'

EASEMENT LINE TABLE		
LINE	BEARINGS	LENGTH
EL1	N 89°05'58" E	8.00'
EL2	N 89°05'58" E	8.00'
EL3	S 02°10'18" W	8.00'
EL4	N 01°58'06" E	8.00'
EL5	N 89°05'58" E	8.00'
EL6	N 86°19'44" E	8.00'
EL7	S 86°19'44" W	8.00'
EL8	S 89°05'58" W	8.00'
EL9	N 01°58'06" E	8.00'
EL10	S 02°10'18" W	8.00'
EL11	S 02°10'18" W	8.00'
EL12	N 01°58'06" E	8.00'
EL13	N 89°05'58" E	8.00'
EL14	S 01°38'53" E	8.00'
EL15	S 89°05'58" W	8.00'
EL16	S 89°05'58" W	8.00'
EL17	N 01°58'06" E	8.00'
EL18	N 89°30'59" W	8.00'
EL19	S 02°10'18" W	8.00'
EL20	S 02°10'18" W	8.00'
EL21	S 89°30'59" E	8.00'
EL22	N 89°30'59" W	8.00'
EL23	S 89°30'59" E	8.00'
EL24	N 89°30'59" W	8.00'
EL25	S 00°29'01" W	8.00'
EL26	N 89°34'15" W	3.00'
EL27	N 89°34'15" W	3.00'
EL28	S 44°05'58" W	46.67'
EL29	S 45°54'02" E	46.67'
EL30	N 44°25'03" E	48.86'
EL31	S 44°27'58" E	45.49'
EL32	S 45°32'02" W	47.82'
EL33	N 45°44'59" W	44.23'
EL34	N 44°15'01" E	48.99'
EL35	S 44°27'58" E	45.49'
EL36	S 45°32'02" W	47.82'
EL37	N 45°58'13" W	44.04'
EL38	N 44°01'47" E	49.16'
EL39	S 44°27'58" E	45.49'
EL40	S 47°26'37" W	49.31'
EL41	N 48°11'03" W	45.40'
EL42	N 44°27'58" W	45.49'
EL43	N 45°32'02" E	47.82'
EL44	N 46°13'34" E	47.27'
EL45	N 46°19'40" E	47.35'
EL46	N 43°40'20" W	45.98'
EL47	S 46°19'40" W	47.35'
EL48	N 43°40'20" W	45.98'
EL49	S 46°19'40" W	47.35'
EL50	N 45°34'56" W	47.53'
EL51	S 45°33'39" W	46.61'
EL52	N 44°30'59" W	46.67'
EL53	S 44°32'37" E	46.64'
EL54	N 45°27'23" E	46.69'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42137
DAVID S.
KLEIN
1/15/24
Date Signed
ARIZONA, U.S.A.

FINAL PLAT FOR MILLER 60

SOUTHERN AVENUE & MILLER ROAD, BUCKEYE, AZ 85326

2122 W. Lone Cactus Drive, Suite 11
Phoenix, AZ 85027
623-869-0223 (office) 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

SUPERIOR
SURVEYING SERVICES, INC.

DWN: LE CHK: JW

SHEET 10 OF 11

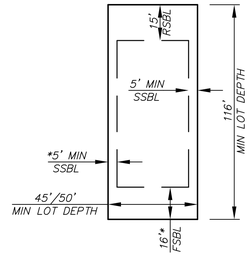
DATE: 1/15/24

JOB: 202103101

PLZS-21-00150

LOT TABLE

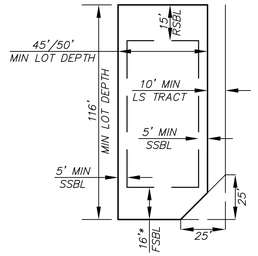
LOT	AREA (SF)	AREA (AC)
1	5261	0.121 ACRES
2	5220	0.120 ACRES
3	5220	0.120 ACRES
4	5220	0.120 ACRES
5	5221	0.120 ACRES
6	5241	0.120 ACRES
7	5299	0.122 ACRES
8	5383	0.124 ACRES
9	5288	0.121 ACRES
10	9584	0.220 ACRES
11	8222	0.189 ACRES
12	5366	0.123 ACRES
13	5220	0.120 ACRES
14	5220	0.120 ACRES
15	5220	0.120 ACRES
16	5220	0.120 ACRES
17	5220	0.120 ACRES
18	5220	0.120 ACRES
19	5220	0.120 ACRES
20	5220	0.120 ACRES
21	5220	0.120 ACRES
22	5220	0.120 ACRES
23	5220	0.120 ACRES
24	5220	0.120 ACRES
25	5223	0.120 ACRES
26	5262	0.121 ACRES
27	5361	0.123 ACRES
28	5487	0.126 ACRES
29	5420	0.124 ACRES
30	6502	0.150 ACRES
31	5220	0.120 ACRES
32	5220	0.120 ACRES
33	5220	0.120 ACRES
34	5220	0.120 ACRES
35	5338	0.123 ACRES
36	5246	0.120 ACRES
37	5369	0.123 ACRES
38	6249	0.143 ACRES
39	6591	0.151 ACRES
40	5353	0.123 ACRES
41	5394	0.124 ACRES
42	5376	0.123 ACRES
43	5309	0.122 ACRES
44	5310	0.122 ACRES
45	5310	0.122 ACRES
46	5310	0.122 ACRES
47	5220	0.120 ACRES
48	5220	0.120 ACRES
49	5220	0.120 ACRES
50	5343	0.123 ACRES
51	5236	0.120 ACRES
52	5387	0.124 ACRES
53	5220	0.120 ACRES
54	6281	0.144 ACRES
55	6638	0.152 ACRES
56	5334	0.122 ACRES
57	5424	0.125 ACRES
58	5416	0.124 ACRES
59	5328	0.122 ACRES
60	5310	0.122 ACRES
61	5310	0.122 ACRES
62	5310	0.122 ACRES
63	5220	0.120 ACRES
64	5220	0.120 ACRES
65	5220	0.120 ACRES
66	5359	0.123 ACRES
67	5246	0.120 ACRES
68	5403	0.124 ACRES
69	5236	0.120 ACRES
70	6332	0.145 ACRES
71	6120	0.141 ACRES
72	5315	0.122 ACRES
73	5409	0.124 ACRES
74	5430	0.125 ACRES
75	5374	0.123 ACRES
76	5310	0.122 ACRES
77	5310	0.122 ACRES
78	5310	0.122 ACRES
79	5676	0.130 ACRES
80	5220	0.120 ACRES
81	5220	0.120 ACRES
82	5220	0.120 ACRES
83	5220	0.120 ACRES
84	5220	0.120 ACRES
85	5220	0.120 ACRES
86	5220	0.120 ACRES
87	5220	0.120 ACRES
88	8532	0.196 ACRES
89	8365	0.192 ACRES
90	6145	0.141 ACRES
91	5232	0.120 ACRES
92	5220	0.120 ACRES
93	5220	0.120 ACRES
94	5220	0.120 ACRES
95	5220	0.120 ACRES
96	5220	0.120 ACRES
97	5220	0.120 ACRES
98	5220	0.120 ACRES
99	5220	0.120 ACRES
100	5220	0.120 ACRES
101	5220	0.120 ACRES
102	5220	0.120 ACRES
103	5220	0.120 ACRES
104	5225	0.120 ACRES
105	5271	0.121 ACRES
106	5376	0.123 ACRES
107	5475	0.126 ACRES
108	5329	0.122 ACRES
109	5220	0.120 ACRES
110	5220	0.120 ACRES
111	5220	0.120 ACRES
112	5220	0.120 ACRES
113	5220	0.120 ACRES
114	5220	0.120 ACRES
115	5220	0.120 ACRES
116	5691	0.131 ACRES
117	5866	0.135 ACRES
118	5310	0.122 ACRES
119	5310	0.122 ACRES
120	5310	0.122 ACRES
121	5310	0.122 ACRES
122	5310	0.122 ACRES
123	5310	0.122 ACRES
124	5349	0.123 ACRES
125	6092	0.140 ACRES
126	5290	0.121 ACRES
127	5220	0.120 ACRES
128	5220	0.120 ACRES
129	5220	0.120 ACRES
130	5220	0.120 ACRES
131	5691	0.131 ACRES
132	5866	0.135 ACRES
133	5310	0.122 ACRES
134	5310	0.122 ACRES
135	5310	0.122 ACRES
136	5310	0.122 ACRES
137	5382	0.124 ACRES
138	5621	0.129 ACRES
139	5222	0.120 ACRES
140	5220	0.120 ACRES
141	5220	0.120 ACRES
142	5220	0.120 ACRES
143	5220	0.120 ACRES
144	5220	0.120 ACRES
145	5220	0.120 ACRES
146	5713	0.131 ACRES
147	5792	0.133 ACRES
148	5310	0.122 ACRES
149	5310	0.122 ACRES
150	5310	0.122 ACRES
151	5310	0.122 ACRES
152	5310	0.122 ACRES
153	5310	0.122 ACRES
154	5333	0.122 ACRES
155	6042	0.139 ACRES
156	5538	0.127 ACRES
157	5220	0.120 ACRES
158	5317	0.122 ACRES
159	5228	0.120 ACRES
160	6179	0.142 ACRES
161	5800	0.133 ACRES
162	5800	0.133 ACRES
163	5800	0.133 ACRES
164	5800	0.133 ACRES
165	5800	0.133 ACRES
166	6952	0.160 ACRES
167	6063	0.139 ACRES
168	5909	0.136 ACRES
169	5807	0.133 ACRES
170	5808	0.133 ACRES
171	5809	0.133 ACRES
172	5810	0.133 ACRES
173	5811	0.133 ACRES
174	5812	0.133 ACRES
175	5813	0.133 ACRES
176	5814	0.133 ACRES
177	5814	0.133 ACRES
178	5815	0.134 ACRES
179	5816	0.134 ACRES
180	5827	0.134 ACRES
181	5900	0.135 ACRES
182	6047	0.139 ACRES
183	6082	0.140 ACRES
184	6605	0.152 ACRES
185	5800	0.133 ACRES
186	5800	0.133 ACRES
187	5800	0.133 ACRES
188	5800	0.133 ACRES
189	5800	0.133 ACRES
190	5800	0.133 ACRES
191	5900	0.135 ACRES
192	5900	0.135 ACRES
193	5900	0.135 ACRES
194	5900	0.135 ACRES
195	5900	0.135 ACRES
196	5900	0.135 ACRES
197	6700	0.154 ACRES
198	6605	0.152 ACRES
199	5800	0.133 ACRES
200	5800	0.133 ACRES
201	5800	0.133 ACRES
202	5800	0.133 ACRES
203	5800	0.133 ACRES
204	5800	0.133 ACRES
205	5900	0.135 ACRES
206	5900	0.135 ACRES
207	5900	0.135 ACRES
208	5900	0.135 ACRES
209	5900	0.135 ACRES
210	5900	0.135 ACRES
211	6700	0.154 ACRES
212	6729	0.154 ACRES
213	5800	0.133 ACRES
214	5800	0.133 ACRES
215	5800	0.133 ACRES
216	5800	0.133 ACRES
217	5800	0.133 ACRES
218	5800	0.133 ACRES
219	5900	0.135 ACRES
220	5900	0.135 ACRES
221	5900	0.135 ACRES
222	5900	0.135 ACRES
223	5900	0.135 ACRES
224	5900	0.135 ACRES
225	7092	0.163 ACRES
226	5800	0.133 ACRES
227	5800	0.133 ACRES
228	5800	0.133 ACRES
229	5800	0.133 ACRES
230	5800	0.133 ACRES
231	5800	0.133 ACRES
232	6273	0.144 ACRES
TOTAL	1,297,982	29.843 ACRES



NOTE:
* ALL DRIVEWAYS SHALL BE 20-FEET AS MEASURED FROM THE GARAGE TO THE BACK OF SIDEWALK OR AS AMENDED BY CODE

TYPICAL INTERIOR LOT DETAIL

NOT TO SCALE



NOTE:
* ALL DRIVEWAYS SHALL BE 20-FEET AS MEASURED FROM THE GARAGE TO THE BACK OF SIDEWALK OR AS AMENDED BY CODE

TYPICAL STREET-SIDE LOT DETAIL

NOT TO SCALE

DEVELOPMENT STANDARDS	
CRITERIA	PR
MINIMUM NET SITE AREA	5,028 SF
MINIMUM LOT WIDTH	45 FT.
MAXIMUM HEIGHT	35 FT.
MAXIMUM BUILDING COVERAGE	55.3%
MINIMUM SETBACKS	
FRONT LOT SETBACK	16 FT.
SIDE LOT SETBACK	5 FT.
REAR LOT SETBACK	15 FT.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42137
DAVID S.
KLEIN
1/15/24
ARIZONA, U.S.A.

FINAL PLAT FOR
MILLER 60
SOUTHERN AVENUE & MILLER ROAD, BUCKEYE, AZ 85326

2122 W. Lone Cactus Drive, Suite 11
Phoenix, AZ 85027
623-869-0223 (office) 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

SUPERIOR
SURVEYING SERVICES, INC.

DWN: LE CHK: JW
SHEET 11 OF 11
DATE: 1/15/24
JOB: 202103101

PLZS-21-00150

919

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/06/24	**AGENDA ITEM:** 4.J. CIP - CIP No. 100960 Communication Tower – Motorola Simulcast Equipment – Cooperative Contract Purchase Addendum (CCPA)
DATE PREPARED: 02/05/24	**DISTRICT NO.:** 6
STAFF LIAISON: Paul Lopez, Deputy City Engineer, plopez@buckeyeaz.gov, (623) 349-6204	
DEPARTMENT: Engineering	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024131 between the City of Buckeye, an Arizona municipal corporation, and Motorola Solutions, Inc., a Delaware corporation, related to the Jackrabbit Communications Tower; and authorize the City Manager to execute the CCPA on behalf of the City.

SUMMARY

PROJECT DESCRIPTION:
This contract with Motorola Solutions Inc. is provided under the Arizona State Contract #CTR046830. This new ASTRO nine (9) channel IP simulcast site will provide wireless communication coverage for the sub-site know as Jackrabbit Buckeye Tower (JRBT).

BENEFITS:
The new equipment will provide enhanced wireless communication in the growing area adjacent to the project site.

FINANCIAL IMPACT STATEMENT:
The contract amount is budgeted in the CIP 100960 communication tower project. The total amount of $1,092,366.18 encompasses $843,724.00 for equipment and $248,642.18 for systems integration, warranty support agreement, and sales tax.

CURRENT FISCAL YEAR TOTAL COST:
The current fiscal year total cost is:

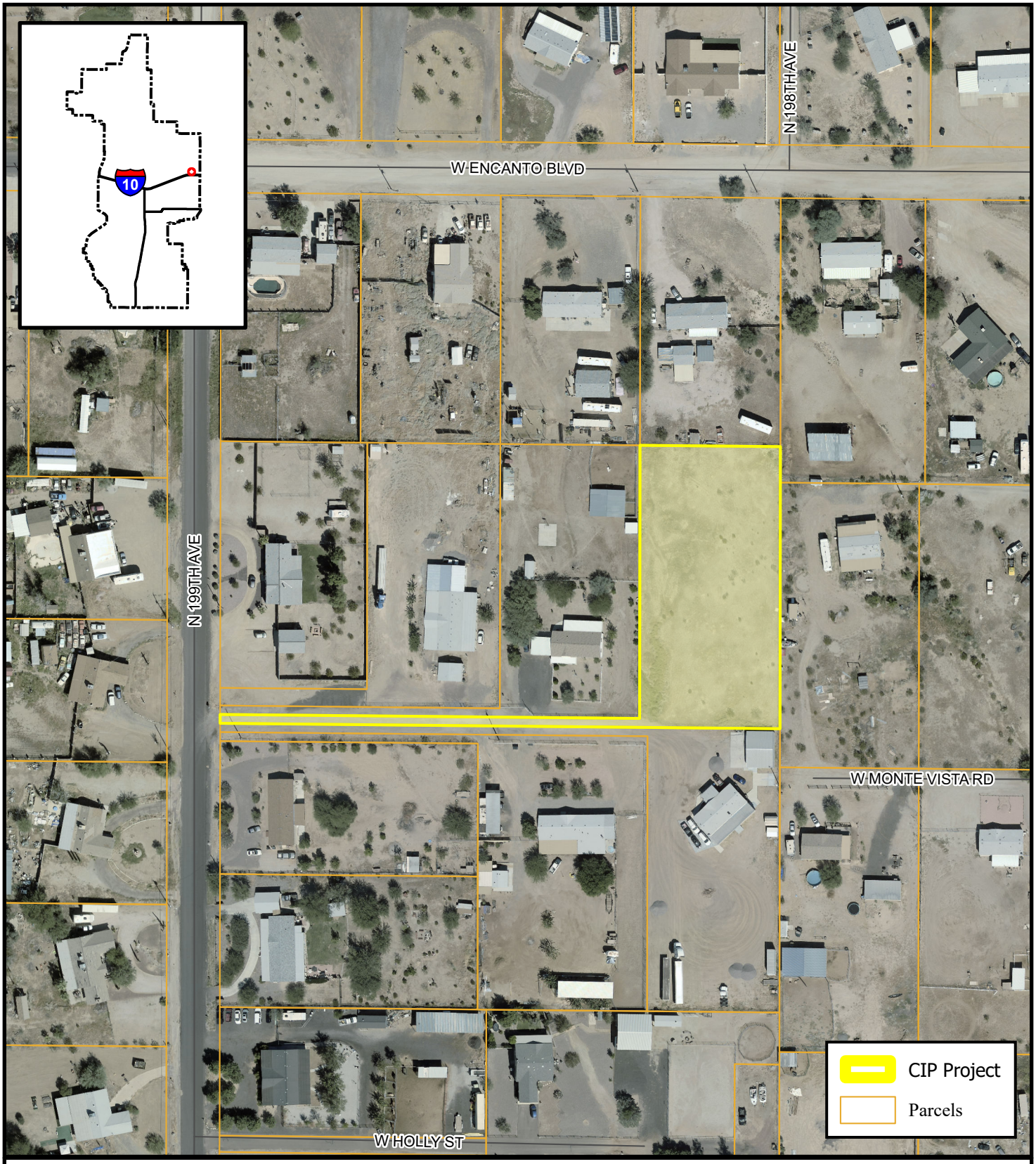
$ 231,316.00 Kimley Horn (Design/CA services/Tower Construction)
$ 945,161.23 Wilmeng (Installation/Construction)
$1,092,366.18 Motorola (Equipment)
$2,268,843.41 Total FY24

BUDGETED:
Yes

FISCAL YEAR:
FY24

FUND/DEPARTMENT:

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
CIP100960_Communication Tower_8x10.pdf
CCPA No. 2024131 Motorola.pdf



CIP 100960 Communication Tower

BUCKEYE, AZ

While every effort has been made to ensure the accuracy of this information, the City of Buckeye makes no warranty, expressed or implied, as to its absolute accuracy and expressly disclaims liability for the accuracy thereof.

0 60 120 240 Feet

N

Date: 12/[illegible]/2020

Document Name: CIP Vicinity 922

COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN THE CITY OF BUCKEYE
AND
MOTOROLA SOLUTIONS, INC.

JACKRABBIT COMMUNICATIONS TOWER
CONTRACT NO. 2024131

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM (this "Addendum") is entered into as of _____ between the City of Buckeye, an Arizona municipal corporation (the "City"), and Motorola Solutions, Inc., a Delaware corporation (the "Contractor").

WHEREAS, after a competitive procurement process, which is documented in the Award attached hereto as part of Exhibit A, the State of Arizona and Contractor entered into Contract No. CTR046830, dated October 9, 2019 (such contract and subsequent amendments thereto herein referred to as the "State of Arizona Contract"), which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS the City is permitted by Section 24-3-16 of the City Procurement Code to make purchases via cooperative purchasing pursuant to a cooperative purchasing contract; and

WHEREAS, the Contractor has made a proposal to the City, which is attached hereto as Exhibit B and incorporated herein by reference (the "Proposal"); and

WHEREAS, the City desires to accept the Proposal and enter into contract with the Contractor under the terms and conditions of the State of Arizona Contract, by issuing this Addendum to said contract.

THEREFORE, the City now enters into this Addendum with the Contractor for the goods and services set forth in the Proposal. This Addendum incorporates the terms and conditions of the State of Arizona Contract, except to the extent superseded herein. All references in the State of Arizona Contract to the State of Arizona shall be read to refer to the City of Buckeye. This Addendum shall be effective as of the date set forth above for approval and remain in effect for the remainder of the State of Arizona Contract's term unless such term is modified or extended pursuant to the terms of the State of Arizona Contract. Payments to the Contractor shall be calculated in accordance with the Fee Schedule, which is attached hereto as part of Exhibit B, in a total amount not to exceed **One Million Ninety-Two Thousand Three Hundred Sixty-Six Dollars and Eighteen Cents ($1,092,366.18)**.

FURTHER, this Addendum is subject to cancellation pursuant to ARS §38-511.

FURTHER, to the extent applicable, 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 A.R.S. § 23-214(A). The Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this

Addendum and may result in the termination of this Addendum by the City. The City retains the right to inspect the papers of the Contractor's or its subcontractors' employees who perform any work or services pursuant to this Addendum to ensure compliance with these warranties.

FURTHER, to the extent applicable, the Contractor warrants that it is not participating and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

FURTHER, to the extent applicable under A.R.S. § 35-394, the Contractor certifies that it does not, and will not for the duration of this Addendum, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China..

FURTHER, all modifications, including but not limited to service additions and deletions, will be made in writing and with the written agreement of both parties.

FURTHER, in the event of any inconsistency between this Addendum, the State of Arizona Contract, and Exhibit B, the documents shall govern in that order.

[SIGNATURE PAGE TO FOLLOW]

THEREFORE, the Parties have executed this Addendum as of the date first set forth above.

CITY

THE CITY OF BUCKEYE,
an Arizona Municipal corporation

Dan Cotterman, City Manager

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

CONTRACTOR

MOTOROLA SOLUTIONS, INC.,
a Delaware corporation

By: J.J. Trivedi

Its: Area Sales Manager

EXHIBIT A
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2024131

[State of Arizona Contract]

See following pages.

Public Communication Equipment and Services

CTR046830

Motorola Solutions Inc.

This contract is for public communication equipment and services for all State of Arizona Agencies, Boards and Commissions including members of the State of Arizona Purchasing Cooperative. The sections awarded include:

- **2-Way Radios**
- **Digital Microwave Terminals**
- **LMR Base Station Antennas, Microwave Antennas**
- **Radio Dispatch Consoles**
- **Back-up Batteries**
- **Prefab Communications Shelter**
- **Service**

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- **Offer and Acceptance**
- **Part 2: Scope, Pricing and Terms and Conditions (Rev 2)**
- **3-C Proposed Subcontracts**
- **5-B Conformance Statement**
- **Exceptions**
- **BAFO Change Log**

The solicitation for this contract was ADSPO19-00008376 and was started in ProcureAZ. The solicitation file can be found in APP under BPM001941.

Request for Proposal

Solicitation No.
ADSPO19-00008376
Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 1

Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Biometric Products and Services to in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	1. **September 4, 2018** (date)	JM (initial)						
Revised Offers:	2. x (date #1)	(initial)	3. x (date #1)	(initial)	4. x (date #1)	(initial)		
	5. x (date #4)	(initial)	6. x (date #5)	(initial)	7. x (date #6)	(initial)		
Best and Final Offer:	8. **September 16, 2019** (date)	JM (initial)						

Motorola Solutions, Inc.
Offeror company name

Signature of person authorized to sign Offer — Initials

2900 S. Diablo Way Ste 150
Address

Larry Mabry MSSSI Vice President & Director Sales
Printed name and title

Tempe, AZ 85282
City | State | ZIP

Walter Whatley Senior Account Executive
Contact name and title

36-1115800
Federal tax identifier (EIN or SSN)

Walter.whatley@motorolasolutions.com 520-457-8604
Contact Email Address — Contact phone number

CERTIFICATION: By signature in the above, Offeror certifies that it:

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41−1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by number # at the top of this form, and which was dated date (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: CTR046830 **The effective date of the Contract is: 10-09-2019** **Contract awarded: 10-09-2019**

Procurement Officer signature — Procurement Officer, James Atkins

Part 2: Scope, Pricing and Terms and Conditions (Rev 2)

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SECTION 2-A: Scope of Work

1.0 Background

1.1 The intent of this Solicitation is to provide both public communications equipment and services to support the State of Arizona's Agencies, Boards and Commissions including members of the State of Arizona Purchasing Cooperative.

1.2 The Solicitation shall describe the State's requirement and minimum technical specifications for the equipment and services the State wishes to purchase under the resultant contract(s).

1.3 This is a multi-award contract with Offeror ability to provide proposal's on one or more sections of this Scope of Work. Award will be made by Scope of Work Sub-section(s) two (2) through nine (9) independently.

2.0 2-Way Radios

2.1 **Analog & Digital Vehicular Mounted Mobile Radio Equipment**: Various types of vehicular-mounted mobile radio equipment for VHF, UHF, and 700/800 MHz trunked and conventional, analog and digital radio equipment

2.2 **Mobile Data Radio Vehicular Mounted Equipment**: UHF or 700/800 MHz mobile digital data link radios.

2.3 **Desk-top Analog &Digital Base Station Radio Equipment:** High-quality VHF, UHF, and 700MHz, 806-869 MHz, conventional, and 700/800 MHz trunked, multi-channel base/control stations using phase/frequency or digital modulation.

2.4 **Analog & Digital Personal/Portable Radio Equipment:** Various types VHF, UHF, and 700/800 MHz, conventional and trunked personal/portable radio transceivers.

2.5 **Analog & Digital Motorcycle Rear-mounted Radios:** 160+ channel, two-piece, VHF High-band, UHF, and 700/800 MHz, all solid-state motorcycle radio.

2.6 **Low Power Vehicular Repeater:** VHF, UHF, and 700/800 MHz in-vehicle mounted repeater, for attachment to the vehicle's mobile radio and extending the range of the user's portable radio.

2.7 **Multi Band Radios:** Mobile and potables capable of operating on more than one public safety band.

2.8 **Base/Mobile Relay Station Fixed Radio Equipment:** VHF High-band, UHF, 700/800 MHz continuous duty, mobile relay/base station equipment using phase, frequency, or digital modulation.

2.9 **Fixed Link Base Radios:** VHF, UHF, and 700/800 MHz fixed radios for site to site linking.

2.10 **Communications Service Monitors:** Communications Service Monitors for use in the maintenance of Arizona's Radio Communications Systems.

The following are definitions of terminology as they apply to the State's requirements as stated in this solicitation:

- ***VHF (High-band):*** means 150-174 MHz, additional coverage desirable but not required
- ***UHF***: means 450-470 MHz, additional coverage desirable but not required.
- ***700/800***: means radios capable of operation across the complete 700 and 800 MHz public safety band (769-869)

- ***800***: means radios capable of operating on FCC designated Public Safety LMR channels above 806 MHz
- ***Narrowband***: radios meeting FCC 12.5 KHz channel widths and meeting the mask requirements of FCC Part 90.210d.
- ***FDMA***: Frequency Division Multiple Access as applies to P25 or DMR.
- ***TDMA***: Time Division Multiple Access as applies to P25 Phase II, or Open Sky.
- ***P25***: Project 25 per TIA standards AA102 etal
- ***High Tier Subscriber Equipment***: means radios designed for Public Safety applications with the highest transmitter and receiver performance specifications: Frequency Stability, Hum and Noise, Spurious Emissions, High Power; Receive Adjacent Channel Selectivity, Spurious and Intermodulation Rejection. Available features like: P25 conventional and trunking operations FDMA – TDMA, high channel / talk group count (1000+), AES / DES encryption, MultiKey, OTAR, OTAP, multiple display options, including multi–line alpha-numeric, keypad; Meets Mil Spec 810 C/D/E/F.
- ***Mid-Tier Subscriber Equipment***: means radios designed for Public Safety applications with good transmitter and receiver performance specifications: Frequency Stability, Hum and Noise, Spurious Emissions, Mid Power; Receive Adjacent Channel Selectivity, Spurious and Intermodulation Rejection. May include features like: P25 trunk and conventional operations, reduced channel / talk group count (100+), Encryption; Meets Mil Spec 810 C/D/E/F. High-Tier performance specifications apply unless otherwise listed.
- ***Low Tier Subscriber Equipment***: means radios designed for Business & Industry applications with good transmitter and receiver performance specifications for: Hum and Noise, Spurious Emissions; Receive Adjacent Channel Selectivity, Spurious and Intermodulation Rejection, Mid Power & reduced channel count; Meets Mil Spec 810 C/D/E/F.

2.11 **Radio Standards -** The radio equipment provided by the contractor shall meet or exceed EIA, TIA, FCC, IEEE and NEMA requirements, standards, specifications, practices and/or procedures current at the time of contract award. All equipment will be FCC Type Approved for class of service specified. The measurement procedures and performance standards for land mobile radio equipment specified herein shall comply with the TIA/EIA-603 standards. Standards for equipment employing digital C4FM or CQPSK modulation shall comply with the TIA/EIA-102 standards. Where the State's specification are more stringent than those of EIA/TIA, the State's specification shall apply.

2.12 **Transmitter Characteristics -** Transmitter shall use only solid-state active components. Synthesizing techniques of frequency generation are required for all but the Low-Tier models. Each Low-Tier unit will have a solid state sub-audible tone encoder.

2.12.1 Operating Frequency: The transmitter shall be factory supplied and aligned to the specific RF frequencies given in the purchase order.

2.12.2 Transmitter Standards: The transmitter shall meet or exceed the minimum standards as set forth in EIA/TIA Standard RS152B. Where the requirements of the State's specifications are more stringent than those of the EIA, the State's specifications shall apply. The transmitter shall comply with all FCC Rules and Regulations in effect on the date of issuance of the purchase order.

2.12.3 System Modulation, Narrowband:

2.12.3 (a) High-Tier: VHF/UHF/700/800: Analog - 11K2F3E / (800 -16K0F3E); Digital - 8K11F1E, and others in compliance with FCC efficiency standards

2.12.3 (b) Low-Tier: VHF or UHF: +/-2.5 KHz (11K2F3E)

2.12.4 Audio Frequency Harmonic Distortion:

High-Tier: All Bands: Less than 3% at 1000 Hz and 60% maximum deviation

Low Tier: All Bands: Less than 5% at 1000 Hz and 60% maximum deviation.

2.12.5 Carrier Frequency Stability: Radios offered under this contract shall meet or exceed the FCC stability requirements listed under 47CFR90.213 and 47CFR90.539. High-Tier radios are expected to exceed these specifications as applicable. All units will be priced and sold meeting these specifications.

2.12.6 Frequency Spread: Per Band definition; with no degradation in power output.

2.12.7 RF Output Impedance: 50 ohms.

2.12.8 Time-out Circuit: The transmitter shall be equipped with an adjustable time-out timer circuit that will turn off the transmitter after continuous transmitting. An audio tone shall be provided that will alert the operator that the transmitter has been timed out. Releasing the microphone push-to-talk button shall instantly reset the timer.

2.12.9 Continuous Toner Encoder: The conventional (non-trunked) transmitter shall be supplied with the capability to generate up to 32 sub-audible tones to modulate the transmitter for the full duration of all transmissions. The tone generators shall be designed for continuous operation with total harmonic distortion less than 10%. The tone encoder shall conform to all standards of EIA/TIA Standard RS-220A. There shall be available twenty (20) narrow band tone channels between 100.0 and 192.8 Hz inclusive (of Groups A and B) in accordance with EIA/TIA Standard RS-220A for continuous tone-controlled squelch system.

The frequency of the sub-audible tone generator shall be controlled by a solid-state tone network or be software based and shall be maintained within +/- 0.5% of its specified frequency over the temperature range of -30 degrees C to +60 degrees C.

The transmitter unit shall transmit a special sub-audible tone burst upon release of the push-to-talk switch. This burst shall last 160 +/- 40 msec. and be the same frequency as the regular tone supplied for a particular channel but out of phase by 180 +/-60 degrees from the previously transmitted tone. This circuitry shall be explicitly designed for the elimination of receiver "squelch tail."

2.12.10 Final Amplifier Protection: The transmitter output stage shall be protected from burnout due to excessive antenna VSWR. No damage shall result when the transmitter is subjected to a short or open circuit antenna output during continuous keying for a one minute period.

2.13 **Receiver Characteristics -** The receiver shall be completely solid-state, utilizing only high-quality transistors, integrated circuits, diodes, and other solid-state devices. The receiver shall be rated for continuous operation. A channel scanning feature with selectable priority may be listed as a separate option.

2.13.1 Operating Frequency: Per the band definitions.

2.13.2 Receiver Standards: The receiver shall meet or exceed the "minimum standards" as set forth in EIA/TIA Standard RS204C. Where the requirements of the State's specification are more stringent than those of the EIA/TIA, the State's specifications shall apply.

Definitions, standards, and methods of measurements shall conform to EIA/TIA Standard RS204C, unless specifically described otherwise.

2.13.2 (a) EIA 12 dB SINAD Sensitivity:

- High-Tier: All Bands: 0.25 microvolt or better, Analog
- Mid-Tier: All Bands: 0.3 microvolt or better, Analog
- Low-Tier: All Bands: 0.35 microvolt or better, Analog

2.13.2 (b) RF Input Impendence: 50 ohms

2.13.3 Squelch Circuitry: The conventional analog (non-trunked) receiver shall be supplied with carrier squelch and tone-coded squelch capability for a minimum of 32 CTCSS tone frequencies. The tone frequencies will be specified in the State purchase order. Tone decode circuitry shall be the sub-audible CTCSS type as described in EIA/TIA Standard RS-220A and shall meet all specifications of RS-220A.

There shall be two modes of operation, to be selected at the will of the operator. These are:

- Carrier squelch operation - The receiver squelch opens for any sufficiently strong on-frequency RF carrier; and
- Tone-coded squelch and carrier squelch operation- The receiver is muted until the incoming on-frequency RF carrier is modulated by the proper continuous sub-audible tone and the on frequency RF carrier is sufficiently strong to break squelch as determined by the carrier squelch adjustment control. This "and" squelch condition shall remain continuous for the duration of carrier reception. Selection of the mode of operation shall be made by manual switch control.

2.13.4 Carrier Actuated Squelch Circuit: The carrier actuated squelch shall be of the adjustable sensitivity type with a continuously variable control. The squelch circuit shall be designed to not respond to noise bursts.

2.13.5 Tone Actuated Squelch Circuits: The tone actuated squelch circuit shall conform to all standards of EIA/TIA Standard RS-220A. Continuous presence of the proper modulating tone shall be required to keep the squelch open when in the carrier squelch and tone-coded squelch mode of operation.

2.13.6 Tone Squelch Characteristics:

- Tone deviation shall not exceed 10% of the peak system deviation. A tone signal 3% removed from the frequency of the proper tone shall not operate the squelch circuit, regardless of the level recovered at the discriminator.
- The tone modulation shall be filtered from the voice signal such that with tone deviation set at 20% of the peak system deviation, the tone fundamental frequency shall be at least 30 dB below the level of a 1000 Hz tone transmitted at 2/3 rated system deviation with the receiver adjusted for maximum rated audio output.
- The tone squelch circuit shall respond by squelching the receiver within 160 +/-40 msec. of a tone burst 180 +/-60 degrees out of phase with the previous tone. This circuitry shall be explicitly designed to eliminate receiver "squelch tail."

2.14 Transceiver Unit Specifications:

2.14.1 Antenna Switching. Antenna switching must be accomplished by a hermetically sealed relay switch or some other reliable mechanical or electrical means.

2.14.2 Environmental Standards. All equipment provided under this specification shall be tested to, and conform to, the requirements of Mil Std. 810C/D/E for shock, vibration, humidity, dust, salt, fog, and other weather conditions.

2.15 Trunking Operation Option:

2.15.1 High Tier: Trunked radio options will be considered. Any such analog trunked radio shall meet the same technical RF specifications as the conventional model. Analog trunked radios shall conform to APCO 16 protocols. Digitally trunked radios should be of the same model line as the conventional radio, and shall be fully compatible with the P25 TIA/EIA Phase I Standard for FDMA, or the TDMA P25 Phase II or Open Sky Public Safety Trunking.

2.15.2 Low Tier: Trunked radio options will be considered. Any such trunked radio shall meet the same technical RF specifications as the conventional model.

2.15.3 Auxiliary Test Equipment: Associated test equipment such as plug-in service meters, computer interface cables/boxes, and test bench control set-ups may be offered. Any designated service meter should be compatible with the transceiver metering socket(s) and have scale calibrations consistent with the readings called for in the service manual. The test-bench control set-up shall include the proper style control heads, speaker, microphone, metering panel, and interconnecting cabling at least 6 feet in length. A price shall be included for an optional frequency programmer and software.

2.16 ANALOG & DIGITAL VEHICULAR MOUNTED MOBILE RADIO EQUIPMENT

2.16.1 **Model Specifications**

2.16.1 (a) **High-Tier, Mid-Tier:** The following specification describes various types of vehicular-mounted mobile radio equipment. These radios may be either one-piece (dash mount) or two-piece (remote mount). These radios are: VHF High-band, UHF and 700/800 MHz radios capable of analog conventional and trunked; and digital conventional and trunked radio operation.

2.16.1 (b) **Low-Tier:** The following specification describes various types of vehicular-mounted mobile radio equipment; High-band VHF, UHF, and 800 MHz. These radios may be either one-piece (dash mount) or two-piece (remote mount).

2.17 Electrical Specifications:

The equipment shall be designed to operate from a nominal 12 volt negative ground vehicle electrical system. Adequate overload and reverse polarity protection shall be provided. Control circuits shall be arranged so that the vehicle ignition switch will disable both the transmitter and receiver when in the OFF position, but allow operation when in the ACCESSORY position.

2.18 Transmitter Characteristics:

The transmitter shall be of modern solid-state design.

2.18.1 **Carrier Power Output Rating: (all minimum intermittent power at 20% duty cycle)**

2.18.2 **High Tier VHF:** 40 watts or, 50-110 watts, adjustable UHF: 40 watts or 50-100 watts, adjustable 700-800 MHz Trunked: 10-30 Watts

2.18.3 **Low-Tier VHF**: 25 Watts minimum, adjustable UHF: 25 Watts minimum, adjustable 700-800 MHz: 15 Watts minimum, adjustable.

2.18.4 Conducted and Radiated Spurious Emission Attenuation:

2.18.5 **High-Tier** -75 dB or greater

2.18.6 **Mid-Tier** -70 dB or greater

2.18.7 **Low Tier** -55 dB or greater

2.18.8 **Audio Frequency Harmonic Distortion:**

2.18.8 (a) High-Tier - All Bands: Less than 3% at 1000 Hz and 60% maximum deviation

2.18.8 (b) Low Tier - All Bands: Less than 5% at 1000 Hz and 60% maximum deviation

2.18.9 **FM Hum and Noise Attenuation:**

2.18.9 (a) **High-Tier** -40 dB (12.5 KHz)

2.18.9 (b) **Low Tier** -35 dB (12.5 KHz)

2.19 Receiver Standards

The receiver shall meet or exceed the "minimum standards" as set forth in EIA/TIA Standard RS-204C. Where the requirements of the State's specification are more stringent than those of the EIA/TIA, the State's specifications shall apply. Definitions, standards, and methods of measurements shall conform to EIA/TIA Standard RS-204C, unless specifically described otherwise.

2.19.1 **Adjacent Channel Selectivity Desensitization**

2.19.1 (a) High-Tier -70 dB or better (12.5 KHz)

2.19.1 (b) Mid-Tier -65dB or better (12.5 KHz)

2.19.1 (c) Low-Tier -60 dB or better (12.5 KHz)

2.19.2 **Spurious Response Attenuation:**

2.19.2 (a) High-Tier -80 dB, or better (12.5 kHz)

2.19.2 (b) Low-Tier -70 dB, or better (12.5 kHz)

2.19.3 **Intermodulation Spurious Attenuation:**

2.19.3 (a) High-Tier -80 dB, or better (12.5 kHz)

2.19.3 (b) Low-Tier -70 dB, or better (12.5 kHz)

2.19.4 **Audio Power Output:**

2.19.4 (a) High-Tier 10 watts minimum, 3% maximum distortion

2.19.4 (b) Low-Tier 7.5 watts minimum, 5% max. dist., external speaker

2.20 Transceiver Unit Specifications:

2.20.1 **Power Requirements.** The unit shall draw less than 1.0 amp of current with the receiver and transmitter in a quiescent "ON" condition. The transmitter/receiver shall be a complete integral unit with all previously specified items, including AF or RF power amplifier built internally into the transceiver unit.

2.20.2 **Physical Construction**

- The complete transmitter and receiver combination shall be mounted in a single housing.

- The housing shall be furnished in enamel or lacquer over a non- ferrous plating of A-N standard chrome type metal primer or equal.
- The housing shall be of steel or equivalent construction and not louvered, to inhibit the entrance of dust and other foreign matter. A locking device shall be used to prevent the unit from being removed from its mounting by unauthorized personnel.
- All interconnection cabling between the transmitter, receiver, and power supply shall be accomplished internally in the equipment housing. With exception of the power, control, and antenna cabling, there shall be no external connections or cabling on the equipment housing.
- All frequency determining elements in the transmitter and receiver shall have a locking or clamping device to ensure permanent connection during operation.
- The maximum transmitter/receiver dimensions shall not exceed 2.5" x H x 7.0" W x 13.0" L. All but the High-Tier Model must weigh less than 8.5 lbs. The complete mobile unit shall be capable of normal operation when mounted in any physical position.

2.20.3 **Interconnecting Cables.** All cables and wires shall be furnished to interconnect the radio set with its accessories and the vehicle's electrical system. Cables shall be insulated, waterproofed and equipped with appropriate connectors. All plug-in connectors shall be of the heavy-duty type and shall be provided with threaded coupling rings or other substantial fool proof locking devices to prevent accidental disconnect.

2.21 **Supplied Components:** The vendor shall supply all necessary components such as cased permanent magnet type loud speaker, combination transmitter/receiver, separate control head, a palm -type microphone, all ROMS, necessary control, power and cables, and all required mounting hardware as part of the Low-Tier transceiver package.

2.21.1 **Microphone and Control Head**

- A palm-type dynamic low impedance microphone with preamplifier and spring clip shall be supplied with each mobile unit. The microphone shall be ruggedly constructed to withstand the severe usage of mobile operations and shall have a push-to-talk switch mounted on the microphone housing. The microphone shall be provided with a nominal 4 ft. length self-retracting coil type cord. A separate matching control head (not part of the microphone) including all controls required for operation of the transmitter/receiver equipment shall be furnished as part of the equipment.
- The control head for a 2-piece control unit shall be capable of mounting on the vehicle dash or floorboard and a suitable inter-cabling kit shall be provided to interconnect the control head and the transmitter/receiver equipment. The control cable to be supplied shall be at least 20 feet in length and shall not have any intermediate junction boxes or barrier strips.
- The control head shall incorporate as a minimum:
    1. An ON and OFF switch.
    2. An indicator lamp to indicate that the radio is on.
    3. A squelch sensitivity control.
    4. Tone squelch disable switch, which may be located on the microphone hang-up brackets.

5. A volume control button or knob. (Clockwise Volume increase)
6. A red light that illuminates when the transmitter push-to-talk switch is activated.
7. Channel (Talk Group) selection control switch or knob.
8. Scan switch with channel priority select.
9. (**High-Tier/ Mid-Tier Requirement only**) A LCD alphanumeric readout display for channel information.

- All indicator lights shall be LED or LCD, or some other proven long-life illumination device (30,000 hour average life or better for High-Tier, 10,000 hour average life or better for all other models). All background lighting shall be diffused and non-glaring, with intensity sufficient for high ambient daytime lighting.
- The alphanumeric display control head shall be factory preprogrammed to the customer's channel labeling requirements. Radio frequency channeling shall also be preprogrammed at the factory.

2.21.2 **Loud Speaker.**
A heavy-duty permanent magnet loud speaker rated for a minimum of 10 watts and mounted in a heavy metal or high impact plastic case with mounting brackets shall be provided.

2.21.3 **Power Cable.**
One battery cable (hot) of at least 22 feet in length shall be supplied with each unit.

2.22 Optional Accessories:

The following accessories to the mobile unit are desired:

- **(High-Tier, Mid-Tier,)** Digital voice encryption, including AES and DES.
- **(High-Tier, Mid-Tier, Low-Tier)** Digitally controlled remote control head with alpha/numeric readout.
- (**High-Tier, Mid-Tier, or Low-Tier)** Analog or digital voice encryption, DTMF tone generator from microphone.

2.23 Servicing:

Transmitter/receiver equipment shall be readily removable from the mount for routine servicing. There shall be provisions for convenient metering of all essential transmitter and receiver circuits from multi-pin metering socket(s). All metering points shall be properly decoupled and connected to the metering socket(s). Provision for automated test set radio analysis is acceptable. All circuit modules shall be easily accessible plug-in printed circuit type fiberglass boards. Easy access shall be provided to all other portions of the unit.

2.24 <u>MOBILE, DATA RADIO, VEHICULAR MOUNTED EQUIPMENT</u>

This specification describes the minimum requirements for a UHF or 700/800 MHz mobile digital data link radio. The radio shall operate on a 25 KHz bandwidth channel at various data speeds from 19.2 Kb/sec to 44.3 Kb/sec, or 9.6 Kb/sec to 22 Kb/sec on a 12.5 KHz channel, or greater, depending upon signal conditions and BER conditions. Diversity receiver technology is encouraged, but not mandatory. Specifications shall meet voice radio specification unless otherwise listed.

2.24.1 **Transmitter Characteristics:**

2.24.1 (a) Operating Frequency. The transmitter shall be capable of operating on at least 16 separate conventional frequencies. The transmitter shall be factory supplied and aligned to the specific RF frequencies given in the purchase order.

Carrier Power Output Rating: (all minimum intermittent power at 20% duty cycle)
UHF: 10-40 Watts
800 MHz: 10-35 Watts
900 MHz: 10-25 Watts

- **System Modulation:**

  UHF/800 MHz: Digital (8K6DF1D, 15K3F1D, 15K0F1D, 15K6F1D

- **Conducted and Radiated Spurious Emission Attenuation:**

  UHF/800 MHz: -75 dBc

- **Harmonic Emission Attenuation**:

  UHF/800 MHz: -80 dB

- **FM Hum and Noise Attenuation:**

  UHF/800 MHz: -40 dB below 60% max deviation

2.25 Receiver Characteristics:

2.25.1 **Operating Frequency**

The receivers shall be capable of receiving on a minimum of 16 channels at UHF 450 MHz, and at 800 MHz.

2.25.2 **Receiver Standards:**

- **EIA 12 dB SINAD Sensitivity:**

  All Bands: 0.35 microvolts

- **Adjacent Channel Selectivity Desensitization:**

  UHF/800/900 MHz: 65 dB (12.5 KHz narrowband digital)

  UHF/800 MHz: 75 dB (wideband 25 KHz)

- **Spurious Response Attenuation:**

  UHF: -80 dB

  800/900 MHz: -80 dB

- **Intermodulation Spurious Attenuation:**

  UHF/800 MHz: -75 dB

- **Frequency Stability:**

  UHF/800/900 MHz: 1.5 ppm

2.26 DESK-TOP ANALOG & DIGITAL BASE STATION RADIO EQUIPMENT:

This specification describes low and mid power radios, for desktop or wall mount, for use either as a local base or as a control station for a repeater or trunked network.

2.26.1 This device has an integrated housing with the AC power supply and the radio.

2.26.2 An option for this class is a remote line interface.

2.26.3 Offerings shall meet the corresponding mobile radio applications.

2.27 ANALOG & DIGITAL PERSONAL /PORTABLE RADIO EQUIPMENT

2.27.1 Model Specifications

2.27.1 (a) High-Tier

This specification describes various types VHF, UHF, and 700-800 MHz, narrow band, conventional and trunked personal/portable radio transceivers.

Specifications for battery charging units and jerk-and-run mobile radio converter consoles are also included.

2.27.1 (b) Mid-Tier

This specification describes various types VHF, UHF, and 700/800 MHz analog, digital, conventional and trunked personal/portable radio transceivers.

2.27.1 (c) Low-Tier

This specification describes various types VHF, UHF, and 800 MHz analog conventional and trunked personal/portable radio transceivers

2.28 Transmitter Standards

Definitions, standards, and methods of measurement shall conform to EIA Standard RS-316B, unless otherwise noted.

2.28.1 (a) Carrier Power Output

- High-Tier

VHF: 5 watts minimum

800 MHz: 3 watts minimum

- Low-Tier

2 watts minimum

2.28.1 (b) Spurious and Harmonic Emission

- High-Tier -75 dBc
- Low-Tier -60 dBc

2.28.1 (c) FM Hum and Noise

- High-Tier -40 dB or better (12.5 kHz)
- Low-Tier -35 dB or better (12.5 kHz)

2.28.1 (d) Transmit Audio Distortion

- High-Tier Less than 3%
- Low-Tier Less than 5%

2.29 Receiver Characteristics

2.29.1 Adjacent Channel Selectivity

• High-Tier -61 dB or better (12.5 kHz)

• Low-Tier -50 dB or better (12.5 kHz)

2.29.2 Intermodulation

- High-Tier -75 dB or better (12.5 kHz)
- Low-Tier -60 dB or better (12.5 kHz)

2.29.3 Spurious and Image Rejection

- High-Tier -75 dB or better (12.5 kHz)
- Low-Tier -60 dB or better (12.5 kHz)

2.29.4 Audio Power Output

- High-Tier 500 mw at less than 3% distortion
- Low-Tier 500 mw at less than 5% distortion

2.30 General Electric and Mechanical Characteristics:

2.30.1 **Components Included:**

The vendor shall supply all necessary components, such as transceiver, battery, and flexible antenna.

The radio shall effectively have the following exterior controls: Power on/off, volume, channel selector, and push-to-talk switch. The radio shall be supplied with an integral microphone and loud-speaker. The push-to-talk switch shall be located on the side of the transceiver so it may be conveniently depressed while speaking into the microphone.

2.30.2 **Programming:**

- Each unit under this section except for the Low-Tier model shall be completely Field programmable. All channel information such as transmit and receive RF frequencies; CTCSS tone frequencies, and anything else which would be functionally tied to the channel selector of the radio, shall be fully field programmable and reprogrammable utilizing a single programming unit.
- Field Programmer - Each Vendor shall provide as an option, a field programming unit which is designed to fully program the channel personality of each radio under this section. The programmer may either be a self-contained programming unit, or the programmer may consist of an interface unit and software to convert a personal computer to a field programmer.

2.31 Battery Cycle

The rechargeable battery supplied with each radio shall have the capacity to provide at least 8 hours of service when used in a 5% transmit, 5% receive, 90% standby duty cycle.

2.32 Battery Chargers

2.32.1 **High-Tier:** Single and multiple (minimum 5 unit) battery chargers shall be available and priced separately on the price pages. The chargers shall recharge a completely discharged battery within 3 hours; thereafter a low (trickle) charge rate shall be available.

The chargers shall be UL approved and operate from a 120-volt A.C., 60 Hz power source. Protection shall be provided to prevent battery damage by over-charging or over-heating.

2.32.2 **Low-Tier:** A single unit battery charger shall be available and priced separately on the price pages. The charger shall recharge a completely discharged battery within 14 hours; thereafter a low (trickle) charge rate shall be available. The charger shall be UL approved and operate from a 120-volt A.C., 60 Hz power source. Protection shall be provided to prevent battery damage by over-charging or over-heating.

2.33 Mobile Radio Converter Console and Charger (High-Tier Model Only):

2.33.1 **Availability**: There should be available, as an extra option, a mobile charger/converter console. The charger/converter console shall conform to the following criteria:

1. The vehicular chargers shall accept both VHF, UHF, 700/800 portables.

2. Circuitry shall be incorporated in the charger which will prevent over charging the battery if it is left on charge indefinitely.

3. The unit shall completely recharge either low or high capacity batteries in three hours or less.

4. A temperature sensing logic circuit shall be provided that prevents charging a battery that is too hot or cold for reliable safe charging.

5. When the portable is in the vehicular charger, the battery shall be electrically disconnected and the portable shall be powered from the vehicle battery. Operation of the portable in the charger shall not drain or prevent the portable battery from charging. It shall be possible to use the portable in the charger even if its battery is dead.

6. Audio power amplifier and charger circuitry shall be turned on by insertion of the portable in the charger and turned off by removal of the portable from the charger.

7. The charger/converter shall provide the vehicle enclosure for the radio and shall provide for the following items:

- Connects the radio to the external antenna.
- Connects the radio to the vehicle microphone.
- Connects the radio to the vehicle audio amplifier and speaker.
- Connects the radio to the charging circuit.

2.33.2 A key locking assembly shall be furnished to provide for locking the radio in the charger unit. The charger/converter mounting shall meet applicable federal safety standards for automotive accessories. A red LED "Transmit" indicator.

2.33.3 Accessories - Each charger/converter shall include the following accessories: • Microphone with coiled cord and connector.

- A 12 watt amplifier and speaker.
- Mounting brackets and hardware to mount the charger and its accessories.
- If a special calibrator is required to adjust the chargers, one shall be furnished.
- Special 12 watt speaker volume control or pad. Each 12 watt speaker amplifier, or the vehicle charger, shall incorporate a variable pad or volume control to allow for

presetting the portable volume control to a normal listening level, and then when the portable is inserted into the vehicular charger, the volume level will be correct for vehicular use without further adjustment.

2.33.4 Power Requirements: The charger/converter shall be designed to operate from a normal 12 volt negative ground automotive electrical system. The reference voltage shall be established at 13.6 volts DC.

2.33.5 Mechanical Adjustment: The vehicular charger shall be mechanically adjusted by the factory before delivery and shall not require further adjustment by the buyer prior to being placed into service. All mechanical adjustments shall have locking devices to ensure their continued alignment during operation. Proper operation of the vehicular charger includes the unit's ability to lock in and release the portable radio in a smooth and easy manner without binding. All electrical functions of the unit shall be operational with the portable radio properly locked in. The pins contacting the portable radio shall be a heavy-duty type, capable of withstanding multitudinous insertions and removals of the radio from the charger.

2.34 ANALOG & DIGITAL MOTORCYCLE REAR-MOUNT RADIO:

This specification describes low and mid power radios, for motorcycle use. Offerings shall meet the corresponding mobile radio applications.

2.34.1 **Installation:**
The radio unit shall be designed for two-piece rear fender/handlebar control head mounting on Kawasaki, Honda, BMW, or Harley Davidson motorcycles, and shall meet Federal safety requirements.

2.34.2 **Interconnecting Cables:**

2.34.2 (a) All cables and wires shall be furnished to connect the unit to its associated control head and to interconnect the mobile unit with its accessories and the vehicle electrical system. Cables shall be well insulated, waterproofed and equipped with appropriate connectors.

2.34.2 (b) Connectors shall have a screw fastener to mechanically secure the connectors.

2.34.3 **Control Panel:**

The control panel shall be functional, attractive and include all facilities for operating the radio. Controls shall include on-off switch, volume control and squelch disable switch, a red light indicator for transmitter operating, a frequency selection switch for multifrequency requirements, an alpha/numeric channel indicator display, and a Priority Scan enable switch. The control panel shall be weather proof.

2.34.4 **Microphone:**

2.34.4 (a) A military palm-type, noise-canceling microphone shall be supplied as part of the equipment. The microphone shall be a dynamic or magnetic type, and shall include a convenient push-to-talk button for transmitter control. Option helmet (head set) microphones are encouraged to be listed.

2.34.4 (b) The microphone cord shall be a retractable type, with conductors of tinned metallic stranded wire not smaller than AWG size 30. The microphone cord

shall be terminated with a separate screw-on male connector or telephone type modular connector, for mating with the receptacle supplied on the radio.

2.34.5 **Optional Weatherproof Housing:**

2.34.5 (a) Housing shall provide a weatherproof seal to the elements and shall be capable of preventing unauthorized access to the radio by some type of key lock mechanism. Housing should also be capable of supporting an antenna mount.

2.34.5 (b) Weatherproof Housing shall be included as a purchase option of the radio.

2.34.6 **Power Supply:**

2.34.6 (a) The power supply shall be designed to operate from a normal 12 volt negative ground motorcycle electrical system. The reference voltage shall be established at 13.6 VDC. DC input to the radio shall be adequately filtered to exclude all alternator noise.

2.34.6 (b) The power supply, and associated transmitter and receiver, shall be designed so that no degradation shall result (except for a 3 dB loss in transmitter power) in the receiver audio output, squelch sensitivity and SINAD sensitivity if the power supply voltage is varied +/-10% from 13.6 VDC.

2.34.6 (c) The power supply, transmitter, and receiver shall be adequately protected by replaceable type fuses or circuit breakers.

2.35 FIXED LINK BASE RADIOS

The following items are system specifications and shall be determined on a per channel basis, as appropriate, for two link transceivers and associated equipment.

2.35.1 **Power Requirements**

Each low power transceiver shall operate from a negative ground +12.6 volt supply. The transmitter current drain shall be adjustable to less than 1.0 amps when transmitting (at reduced power). The complete transceiver shall operate in an idle condition with a current draw of:

2.35.1 (a) Category 1- Less than 150 ma.

2.35.1 (b) Category 2- Greater than 150 ma., but less than 800 ma

2.35.2 **Environmental**

The transceivers shall operate and meet the specifications herein set forth over an ambient temperature range of 0 to +50 degrees Celsius, with a maximum humidity of 95% at altitudes from sea level to 10,000 feet. The equipment shall remain operational over an ambient temperature range of -20 to +55 degrees Celsius.

2.36 Duplexer, BP & BP/BR

The vendor shall list an optional duplexer. A duplexer, pre-tuned to the frequencies specified in the purchase order, shall be available with each link transceiver. It shall be included as a separate priced unit for each transceiver package. Both Pass and Band Pass / Band Reject duplexers should be offered.

- Insertion Loss shall be 1.5 dB maximum

- Connectors - Type N Female

2.36.1 **Option A -** UHF Option shall satisfy the following requirements

- Transmitter Noise Suppression an Receive Frequency / 75 dB
- Receiver isolation at Transmitter Frequency / 75 dB

2.36.2 **Option B -** 700-800 MHz Option shall satisfy the following requirements

- Transmitter Noise Suppression an Receive Frequency / 65 dB
- Receiver isolation at Transmitter Frequency / 65 dB

2.37 Re-Radiation Loss

The vendor shall list an optional isolator with no more than 0.5 dB total insertion loss and shall be capable of dissipating at least 10 watt of reflected power. Re-radiation of intermodulation products shall be no greater than -50 dBm from the duplexer antenna port when a spurious signal within the duplexer's pass band arrives at that port at 0 dBm (EMR model numbers 7540/2 / 7640/2 or equal). It shall be included as part of each transceiver package as a separate unit.

2.38 Common Circuitry

The transceiver shall be made with removable modular card construction and fit in a standard 19-inch rack mount. The transceiver shall have interfacing circuitry that provides a common point for external control (PTT, COR, power, and 600 Ohm audio connections) to the transmitter and receiver.

2.39 Audio Requirements

The transceiver shall have a 600 ohm balanced 4-wire audio interface. Transmitter and Receiver audio levels shall be adjustable from 16 to +1 dBm. The overall frequency response of the link (end to end) shall exceed a 3002 grade line with type C2 conditioning and be capable of passing industry standard function tones.

2.40 Physical Size/Form Factor

The physical size of the transceiver shall be such that it will fit in a 19-inch equipment rack (width) while not occupying more than 4 rack units (7 inches) vertically. The unit's depth shall not exceed 15 inches. The transceiver should be modular with individual modules plugging into the backplane via a card edge connector.

2.41 Transmitter Characteristics

The transmitter shall meet or exceed the following minimum specifications:

2.41.1 **Carrier Power Output**

- Category 1 / 6 watt minimum VHF, UHF, 3W minimum 700/800 MHz.
- Category 2 / 12 watt minimum VHF, UHF, 700/800 MHz

2.41.2 Spurious and Harmonic Emission Attenuation / 70 dB below carrier

2.41.3 Audio Frequency Total Harmonic Distortion / 5% maximum

2.41.4 Key-Up Time to Full Output / 40 milliseconds, maximum

2.42 Receiver Characteristics

2.42.1 Spurious Response Rejection (Attenuation) / 90 dB Minimum

2.42.2 Intermodulation Spurious Rejection (Attenuation) / 75 dB Minimum

2.42.3 Adjacent Channel Selectivity / - 45dB (12.5KHz)

2.42.4 Audio Output / -16 dBm to +1 dBm (600 Ohms).

2.42.5 Buffered discriminator output

2.42.6 External Mute - The receiver shall have an external mute input which while actively prevent any audio signal from passing through the 600 Ohm receive output port.

2.43 LOW POWER VEHICULAR REPEATERS EQUIPMENT

This specification describes VHF, UHF, and 700/800 MHz in-vehicle mounted repeater, for attachment to the vehicle's mobile radio and used to extending the range of the user's portable radio.

2.44 MULTI-BAND RADIOS

This section describes radios capable of operating in multiple public safety radio bands. For the purposes of this contract the 700 MHz and 800 MHz bands are considered a single band. Specifically, these radios are capable of operating in any two or more of the VHF, UHF, or the 700/800 MHz bands. Otherwise specifications are controlled by the class and tier of the offered product.

2.45 ANALOG & DIGITAL BASE/MOBILE RELAY STATION FIXED RADIO EQUIPMENT

Model Specifications

2.45.1 **Basic Operations**

The following specification describes, VHF High-band, UHF, 700 MHz, and 800 MHz continuous duty, mobile relay/base station equipment using phase, frequency, or digital modulation. Must be FCC type accepted to meet the modulation mask described in FCC Part 90.210.d. Trunked stations must meet the APCO 16, P25, or Open Sky system requirements. All 700 MHz stations shall be capable of P25 operation. Stations shall be capable of the following three modes of operation:

- Mode 1 - The station operates as a mobile relay only
- Mode 2 - The station operates as a tone and/or E&M remote controlled base station and mobile relay
- Mode 3 - The station operates as a tone and/or E&M remote controlled simplex or duplex base station

Digitally trunked base/repeaters shall be of the same model line as the conventional radios.

2.46 Electrical Specification:

The equipment shall be designed to operate from a primary power source of 117 volts AC, 60 Hz. Adequate overload protection shall be provided. All power supplies shall use only high-quality, long-life, solid-state components as active devices. The equipment shall also be capable of operating from an external DC power source.

2.47 Transmitter Characteristics:

2.47.1 The transmitter shall use solid-state components throughout. The use of vacuum tubes in any stage is not acceptable.

2.47.2 Each station offered shall be capable of normal, continuous duty operation.

2.47.3 The transmitter shall be supplied for single frequency operation at any frequency within the VHF, UHF, 700 MHz (745-805 MHz) or 806-869 MHz bands. An alternate option for two or more frequency stations shall also be an option. The transmitter shall be factory aligned to the frequency specified in the purchase order.

2.47.4 Transmitter Standards:

- Carrier Power Output Rating:

  High-Tier 40-100 watts, continuous duty.

- Conducted and Radiated Spurious Emissions:

  High-Tier / -85 dB (12.5 kHz)

  Mid-Tier / -70 dB (12.5 kHz)

- Audio Frequency Harmonic Distortion:

  High-Tier / All Bands: 2% Max.

  Mid-Tier / 3% maximum

- FM Hum and Noise Level: High-Tier / -45 dB (12.5 kHz)

  Mid-Tier / -34 dB (12.5 kHz)

2.47.5 **Reradiated Loss:**

Re-radiation of intermodulation products shall be at least -50 dBm VHF (-30dBm) all other bands) from the transmitter antenna port or at the external isolator output port (if provided) when a spurious signal arrives at the port at 0 dBm. Any isolators used to accomplish this, shall be capable of dissipating at least 50 watts of

2.48 Receiver Characteristics:

The receiver shall be completely solid-state, utilizing only high-quality, long-life, solid-state components as active devices. The receiver shall be rated for continuous operation.

2.48.1 **Receiver General Characteristics:**

- Adjacent Channel Selectivity: High-Tier / -75 dB at 12.5 KHz

  Mid-Tier / -60 dB at 12.5 KHz

- Spurious Response Attenuation: High-Tier / -95 dB at 12.5 KHz

  Mid-Tier / -70 dB at 12.5 KHz

- Intermodulation Spurious Attenuation:

  High-Tier / -80 dB at 12.5 KHz

  Mid-Tier / -70 dB at 12.5 KHz

2.48.2 **Carrier Operated Relay:**

A carrier operated relay (COR) shall be provided. Upon receipt of an on-frequency RF carrier signal and the required squelch activating sub-audible tone, this relay shall provide closure of a pair of normally open dry relay contacts.

2.48.3 **Mobile Relay Operation:**

The receiver repeat audio shall be connected to the transmitter modulator input through a gain control to permit independent adjustment of transmitter modulation level. The repeat level shall be independent of line input/output levels. A carrier control timer shall be provided. This will limit the duration of any continuous mobile relay transmission to a pre-selected interval of from 30 seconds to 5 minutes.

2.49 Station Control and Operation:

2.49.1 **Station Audio Control:**

The station shall be designed to accept two-line, 4-wire audio; 0 dB in/0 dB out.

2.49.2 **Tone Control Scheme:**

The base station shall be controlled by in-band tones for the remote controlled transmit function and the repeater enable/disable function.

2.49.2 (a) **Transmit Tone Control:**

- Transmit tone control shall be by tone intervals of the following sequence:

  A = Guard Tone (2175 Hz) for 125 msec. nominal

  B = Transmit Tone (1950 Hz; 10 dB down from (A) for 40 msec. nominal

  C = Low Level Guard Tone (2175 Hz for the duration of the message; 30 dB down from A)

- The "B" function tone shall activate the transmit function of a single frequency base station with the "C" tone continuing throughout the message.
- The station decoders shall not respond (false) to voice peaks up to test tone levels or noise up to -10 dBm.
- The tone decoder overload (talk-down level for voice peaks shall be greater than the test tone level; the overload level for noise shall be such that overload does not occur with levels as high as 10 dB below test tone.

2.49.2 (b) **Tone Squelch Disable:**

The receiver sub-audible tone squelch unit shall be disabled by the short tone sequence indicated below:

A= Guard Tone (2175 Hz) for 125 msec. nominal

B= CTCSS Disable Tone (2050 Hz); 10 dB down from (A) for 40 msec. nominal

2.49.3 **Repeater Enable/Disable Function:**

The mobile function of the station shall be enabled and disabled by the tone sequence indicated below:

A= Guard Tone (2175 Hz) for 125 msec. is nominal

B= Function Tones (10 dB down from A, 1550 Hz for enable, 1440 Hz for disable) for 40 msec. nominal

2.49.4 **E&M / DC Control**

The station shall provide a contact point, which when grounded, will key the station and allow the transmission of line audio. When the station is keyed by grounding the contact point, the remote control function shall have priority over the repeater function. Also, tone remote keying shall have priority over DC contact keying.

2.49.5 **Microphone and Speaker**

A palm-type microphone with push-to-talk switch and hang-up bracket shall be supplied with each unit for local control. A permanent magnet loud speaker with volume control shall also be supplied. The volume to the monitoring speaker shall be independent of the transmitter repeat and line output levels. The local PTT and microphone audio functions shall override repeater or line PTT and audio.

2.50 Optional Duplexer:

For the UHF & 800 MHz stations only, an optional duplexer, pre-tuned to the frequencies specified in the purchase order, shall be considered separately. It shall be capable of being mounted horizontally in a standard 19" rack. Models determined to meet the requirements of this section include the EMR 65534/ENC, SBC-2 for UHF, and the Celwave PD898 for 800 MHz, or approved equivalents. Because of random Tx/Rx frequency splits, VHF duplexing equipment is not a requirement of this RFP.

2.50.1 Frequency Separation: UHF MHz: 5 MHz minimum
700 MHz: 30 MHz minimum
800 MHz: 45 MHz minimum

2.50.2 Maximum Power Input: (Continuous duty) / 100 Watts

2.50.3 Insertion Loss:

UHF: at 5.0MHz Separation: 1.0dB Max.

700 MHz: at 30 MHz Separation: 1.0 dB Max.

800 MHz: at 45 MHz Separation: 1.0 dB Max.

2.50.4 Transmitter Noise Suppression at Receive Frequency:

UHF: : 75 dB minimum

700/800 MHz: 65 dB minimum

2.50.5 Receiver Isolation at Transmit Frequency:

UHF: : 75 dB minimum

700/800 MHz: 65 dB minimum

2.50.6 Maximum VSWR: 1.5:1 or less; both bands

2.50.7 Connectors: Type N Female or 7/16 DIN

2.51 General Electrical and Mechanical Characteristics:

2.51.1 Basic Components:

- The radio equipment shall be installed in a standard, indoor cabinet enclosure, or an optional heavy-duty, aluminum, 19-inch, open relay rack of a nominal 90-inch height, meeting EIA Standard RS310C (Harris -Dracon 46055-005 or approved equivalent). All station chassis shall be mounted near the middle of the rack. The maximum height of the mobile relay/base station equipment shall be 37 inches.
- All RF input/output connectors on major station assemblies shall be Type N, BNC, or TNC, or some other approved locking RF connector.

2.51.2 Special Tools:

One complete set of any specialized hand tools shall be provided with each base/mobile relay station ordered. Tools shall include all necessary tuning tools, cables, card and/or module extenders, etc., to locate defective parts, trace equipment malfunctions, and perform routine maintenance.

2.51.3 Service Meters:

Panel mounted meters with associated selector switches or similar means may be optional with all units to measure all transmitter and receiver circuits essential to tuning and servicing. Such meters or fixtures shall be separately priced. If a computer interface is required for routine maintenance, the software shall be provided.

2.51.4 Wiring:

Wiring shall be color coded or marked in an acceptable manner for ease of maintenance. All inter-chassis wiring shall be clamped, laced or tied to prevent undue mechanical strain on connectors and terminals. When subjected to an open flame, hot soldering iron, or short circuit, the wire used in this equipment shall not support combustion for more than five seconds after the heat source is removed.

2.52 COMMUNICATION SERVICE MONITORS

These specifications describe a Communications Service Monitors for use in the maintenance of public safety land mobile radio communications system. These systems will be primarily conventional narrowband FM, conventional P25, trunked P25 or Astro 25 systems.

2.52.1 **Physical Construction**:

The complete monitor, including any and all modules, shall be contained in the mainframe. All switches, controls, inputs and outputs normally used during operation should be accessible from the front of the instrument. The mainframe cabinet shall be provided with a cover to protect the controls and oscilloscope from damage. The monitor shall operate over a temperature range of 0 to 40 degrees Celsius and weigh less than 35 pounds, including all plug-in modules and batteries.

2.52.2 **Electrical Specifications:**

The monitor shall be all solid-state. The monitor shall be capable of accepting operating power from one of two sources. No internal modifications or adjustments shall be required by the operator to change from one power source to another.

2.52.2 (a) A.C. Power / 120 VAC, 60 Hz; the unit shall be supplied with a 6-foot grounding power cord.

2.52.2 (b) D.C. Power / 12 VDC to 15 VDC; the unit shall be supplied with the required connector to supply D.C. power to the monitor for specific classifications.

2.52.3 **Service Monitor Operating Sections:**

The following functions shall be provided by the monitor, as defined by instrument class:

- R.F. Signal Generator
- R.F. Receiver
- Duplex R.F. Signal Generator
- General Purpose Oscilloscope
- R.F. Spectrum Analyzer
- Tracking Generator
- High Stability Oscillator (0.01 ppm - 0.1 ppm)
- Frequency Counter
- Power Meter
- Audio Generator
- Distortion Meter
- General Purpose Oscilloscope

2.52.4 Signal Generator - Signal output(s) shall be provided to allow servicing and alignment of FM communications receivers.

2.52.5 Frequency Generation - Continuous from 1 MHz to 1000 MHz .

2.52.6 Output Level - 0.1 microvolt to 20 millivolts

2.52.7 Output Level Accuracy: <+/- 2Db

2.52.8 Time Base Aging and Stability: 1.0 PPM/year after the first month

2.52.9 Frequency Step Resolution: 10 Hz or better

2.52.10 Modulation: AM & FM

2.52.11 Audio Generator: 1 KHz fixed, & variable frequency tone

2.53 Receiver Monitor/Display:

The receiver/monitor shall display demodulated signals on the LCD display/meter and allow audible monitoring via a self-contained speaker.

2.53.1 Frequency Range & Accuracy: Same as for Signal Generator

2.53.2 Input Sensitivity: 2 microvolt maximum for 10 dB SINAD

2.53.3 Input Impedance: 50 ohm, nominal

2.53.4 Deviation Measurement Range: <+/- 2.0 KHz to >+/- 10 KHz peak for full scale display

2.53.5 Deviation Measurement Accuracy: +/- 5%

2.53.6 Demodulated Output Distortion: < 10%

2.53.7 Frequency Meter Error Resolution: 1 Hz/10 sec. gate time

2.54 Oscilloscope

The receiver LCD display should be made available for use as a general purpose oscilloscope to 50 KHz or 500 KHz, depending upon classification/model.

2.55 Spectrum Analyzer

2.55.1 Frequency Range: 400 KHz to 1000 MHz

2.55.2 Dynamic Range: -90 dBm to -30 dBm

2.55.3 Display Range: >70 dB calibrated in dBm

2.55.4 Horizontal Display Calibration: Shall have selectable per-division sweep calibration.

2.55.5 Calibration: A reference signal should be available from the instrument to be used for level calibration.

2.56 Duplex RF Signal Generator

2.56.1 Offset Frequency Range: +/- 10 KHz to +/- 45 MHz

2.56.2 Output Level: >100 microvolt

2.57 Accessories

The monitor shall be provided with a whip antenna designed to make off-the-air measurements, an output cable assembly, and a service manual.

2.58 Operational Considerations

It is the intent of these specifications to buy a dependable communications service monitor to service government-owned communications equipment. The monitor must be ruggedly constructed to withstand severe vibration and shock encountered during travel to remote transmitter sites.

The instrument will be used daily and must be a reliable standard under the specified extremes of temperature and other conditions experienced during routine service procedures. The monitor shall be portable and completely self-contained. The service monitor shall be so constructed and labeled for easy use. Protection should be provided to minimize damage to the instrument by an inadvertent keying of a transmitter into the generator output(s). The generator's output(s) shall withstand a minimum of 100 watts for up to 30 seconds.

2.59 Configurations

Three configurations of monitors shall be proposed separately, depending upon option level and vendor product line. These shall include the following:

2.59.1 Maximum Feature Test Set with Extended Range Duplex Signal Generator (no offset limit within 1-1000 MHz range), Spectrum Analyzer with full span (1-1000 MHz) sweep, Tracking Generator, High Stability Oscillator, & Computer control interface. Must list options required to meet specifications. It requires P25 digital trunking, Smartnet trunking capability. Options may include extended RF range, automatic test and tuning software, additional digital modes including LTE, BER testing (List all trunking modes and other additional options as offered by vendor.)

2.59.2 Full Feature Portable Service Monitor with Duplex Signal Generator (1000 MHz), Spectrum Analyzer (1000 MHz), Tracking Generator (1000 MHz), and High Stability Oscillator (0.5 ppm), with internal Battery Power (List trunking and other additional options as offered by vendor). Units determined to meet the intent of this specification include the Freedom 8000 series and Aeroflex 8800 series.

2.60 GENERAL SPECIFICATIONS:

2.60.1 Non-Proprietary Specifications

2.60.1 (a) These specifications describe electronic radio equipment to be used in various Arizona State, VHF High-band, UHF 450 MHz and 700- 800 MHz (Conventional and Trunked) radio communications systems. This document will describe separately, the requirements for fifteen (15) different classes of electronic equipment.

2.60.1 (b) Only the VHF (150-174 MHz) model in all radio lines will be evaluated on technical specifications. If a VHF conventional product qualifies for an award in a product line, then the vendor may add their conventional UHF Band, and qualification of a conventional 800 MHz product will allow a 700 MHz product in the same radio line to be added to the contract, providing the discount percentage is the same as for the VHF or 800 MHz model.

2.60.1 (c) The specifications do not include any proprietary items, components, circuits, or devices which would preclude any communications equipment manufacturer from producing equipment to meet these specifications. All technical tolerances, ratings, power outputs, or any technically specified criteria contained within these specifications are considered to be within the current state of the art and are currently being met by commercially available electronic equipment. The fact that a manufacturer chooses not to produce equipment to meet these specifications is not sufficient cause to adjudge these specifications as restrictive.

2.61 CONTRACTOR SUPPORT (Installation and Maintenance):

2.61.1 Instruction Books, User Guide and Product Literature

The contractor will make available the following equipment documentation to purchasers in any quantity specified by the purchaser over and above the quantity required to be included with the unit price. Manuals will accompany the equipment at time of delivery or may be delivered prior to equipment delivery.

- OPERATORS MANUAL One (1) operators manual will be furnished with each equipment unit. This manual will provide an operational description of the equipment and all other pertinent operational details. This manual must include illustrations or photographs displaying the location and details of the various devices and controls. This manual will be a volume separate from all other manuals.
- INSTALLATION MANUAL the installation manual will consist of printed and illustrated sections that describe the mechanical, electrical and electronic details of assembly sufficient to assure proper operation at completion. This manual may be a section of the service manual. Installation manuals **will be included** with each lot of purchase for example: a) one (1) manual for each base/repeater unit b) one (1) manual for each of the mobile or portable radio units, up to a maximum of ten (10) manuals for each lot of mobile or portable radios. The purchaser will specify additional manuals required with each purchase.
- SERVICE MANUAL The service manual must contain circuit descriptions in verbal and illustrative form which are concise and all inclusive. Sections of the manual will include theory of operation to the component level, parts lists, troubleshooting flow diagrams and charts, instructions for alignment programming, adjustment and/or setup, schematics with normal operating voltages, plus wiring, interface, interconnection and printed circuit layout and assembly diagrams. Also included will be a list of maintenance and test equipment required for equipment maintenance prescribing make, model, description, manufacturer and alternatives. Service

manuals will be included with each lot of purchase in the same manner as described above for the installation manual. The purchaser will specify additional manuals required with each purchase.

2.61.2 Warrantee (additional requirements):

It Contractors shall warrantee all equipment for one (1) year following the equipment's Acceptance.

2.61.3 Parts Support:

All equipment covered by these specifications and any resultant contracts will have a minimum service life of seven (7) years from date of delivery to the purchaser and the contractor will guarantee replacement parts stocking by the contractor and/or authorized distributor for this service life period.

2.62 WORKMANSHIP

All the various types of equipment supplied under this Contract shall be of the latest, most improved model, past the development state and in factory production. Such equipment shall have a satisfactory production performance record as evidenced by product literature supplied by the Contractor and as determined by the State. Equipment without performance data will be subject to a technical evaluation for acceptability. If requested, Contractor shall supply a sample unit to the State within ten (10) days of the request. The sample unit will be returned within sixty (60) days. Components used in the equipment shall be only those specified in Contractor's equipment literature. Contractor shall provide a name and telephone number list of users/agencies that have purchased and installed the proposed equipment for the State's use during the evaluation process.

2.63 PROGRAMMING

Each model of radio shall have a Radio Programming Device available if one is required to program the radio. This software shall be for the highest level and revision of software available, including all maintenance software. The vendor shall agree that purchase of a single software package constitutes a "user" license per-site and may make necessary copies for internal use as required at a site. The vendor shall also offer at a reasonable additional cost, a "system" license for use at up to 10 agency service shops.

3.0 Digital Microwave Terminals

3.1.1 Offer(s) shall be the manufacturer or distributers of the products requested and specified;

3.1.2 Standards and specifications from the following shall be used unless otherwise specified;

3.1.3 Federal Communications Commission (FCC) Title 47 Parts 2, 15, and 101 as applicable;

3.1.4 Bellcore Technical References;

3.1.5 International Telecommunications Union – Telecommunications Standardization Sector (ITU-T), formerly know as CCITT;

3.1.6 International Telecommunications Union Radio Communication Sector (ITU-R), formerly known as CCIR;

3.1.7 Institute of Electrical and Electronic Engineers (IEEE);

3.1.8 MIL-HDBK-217, Reliability Prediction of Electronic Equipment;

3.1.9 Underwirters laboratory (UL);

3.1.10 American National Standards Institute (ANSI);

3.1.11 Electronic Industries Association (EIA);

3.1.12 Telecommunications Industries Association (TIA);

3.1.13 In case of conflicting requirements of standards, they apply in the sequence in which they are listed above. The complete apparatus shall also comply with the applicable codes, laws, and regulations of all governmental agencies having jurisdiction.

3.2 General Requirements

3.2.1 Equipment to be furnished complete:

3.2.1 (a) When requested a fully functional assembly with standard industry interfaces for the signal payload, power connections, alarm I/O connections and any required data or service channel interfaces. All other accessories would be priced separately in the vendors catalogs at a discount off listed price and in as much as these materials may be provided by the purchaser or already exist.

3.2.1 (b) Equipment supplied under this contract shall be new and provided with the latest hardware and software revisions currently being shipped. The Contractor shall notify the Purchaser when any hardware or software revision is incompatible with previously shipped equipment. The Contractor shall identify the incompatibility and shall provide a method to resolve the incompatibility.

3.2.1 (c) Equipment supplied under this contract shall be standard production, identified by model numbers as listed in supplier's catalogs and price pages. All equipment supplied under this contract shall be in full production status. Equipment still in testing phases shall not be accepted.

3.2.2 Instruction Manuals - A complete, comprehensive set of instructions, block diagrams, and operating manuals shall be furnished for each piece of equipment supplied. Manuals shall be provided in the form of printed copy and available on CD Rom at no cost. The intent is for documentation at a level sufficient for maintenance to the lowest replaceable unit. Each instruction manuals shall contain the following as a minimum:

3.2.2 (a) Complete block diagrams including information outlining method of operation, supply voltages, etc. for all equipment.

3.2.2 (b) Circuit diagrams showing internal interconnect wiring of all equipment.

3.2.2 (c) Complete instructions covering operation, theory of operation, and maintenance of all equipment and accessories.

3.2.2 (d) Servicing manuals, instructions, and procedures shall be of sufficient detail in order to perform detailed maintenance down to the sub-assembly level.

3.2.2 (e) Diagrams showing inter-equipment wiring and cabling including terminal block connections.

3.2.2 (f) Normal point-to-point operating voltages, current, and power levels for test and adjustment purposes.

3.2.2 (g) Detailed installation instructions.

3.2.2 (h) Detailed list of all replacement spare parts.

3.2.2 (i) Block and level diagrams.

3.3 As-Built Drawings

Two sets of as-built drawings for the whole system plus one set for each site shall be supplied to the Purchaser indicating the location of the equipment, exterior equipment wiring, cabling, block and level diagrams, and any other details that are either different or omitted from the instruction books supplied. If only equipment has been ordered and not a complete system, the as-built drawings shall show the equipment interconnection details and specific frequencies for each piece of equipment.

3.4 Contractor's Guarantee

Contractor guarantees that the equipment furnished under the contract meets all of the requirements contained within this specification. Product shall meet or exceeds the manufacturers published performance specifications, as well as all equipment furnished shall fully meet all applicable Federal Communications Commission (FCC) rules and Electronic Industries Association (EIA) specifications.

3.5 Warranty Service and Maintenance Contracts

Contractor shall repair or replace without charge to the Purchaser, any equipment or part that which fails in operation during normal use within 24 months from the date of receipt of the equipment. This shall not apply to failures caused by acts of God or extraordinary circumstances beyond the control of the Contractor.

3.5.1 Contractor shall support the following:

- 3.5.1 (a) maintenance
- 3.5.1 (b) servicing
- 3.5.1 (c) removal and replacement of defective parts
- 3.5.1 (d) adjustments and measurements

3.5.2 In order to maintain the equipment supplied under this contract to the manufacturer's specifications and requirements of the FCC for a period of 2 years from the date of the receipt of the equipment. This shall be at no additional cost for those services requested for malfunctions reported during a normal working day. A normal working day is considered to be Monday through Friday, 0800 to 1700 hours, holidays excepted.

3.5.3 Contractor shall have a technician (at a fee) that has been trained and is competent to maintain the supplied equipment on 24-hour call at all times. Phone numbers and addresses shall be provided of the people to contact in an emergency. If the Purchaser elects to maintain the equipment themselves, the Contractor shall provide 24- hour call-in technical support 7 days a week. Contractor shall provide at time and expense price list for onsite maintenance services which may be purchased on an as needed basis.

3.5.4 When a malfunction is reported and service is requested, the Contractor's technician shall be able to provide technical support within 60 minutes after the Contractor or their representative was notified by the Purchaser.

3.5.5 Contractor shall provide the names of the persons who shall be the primary contact point for service, complaints, and general inquiries. Their names, addresses, and telephone numbers shall be submitted in Section 3 Personnel section.

3.5.6 Contractor shall quote when requested, charges for malfunctions reported, service requested, and maintenance performed as follows:

- 3.5.6 (a) After 1700 and before 2400 hours, Monday through Friday.
- 3.5.6 (b) After 2400 and before 0800 hours, Monday through Friday.
- 3.5.6 (c) Saturday, Sunday, and holidays.

3.5.7 Equipment or part replaced under the provisions of this warranty becomes the property of the Contractor. If the Contractor desires the defective equipment or part returned all

transportation charges shall be the responsibility of the Contractor. If the Contractor does not specifically request return of such replaced parts within the 30 days from date of replacement, the equipment or parts become property of the Purchaser. Contractor shall provide repair and return service for two years at no charge.

3.5.8 Replacement parts shall be regularly stocked by the Contractor and/or authorized distributor. Delay in the Purchaser's receipt of replacement parts shall not exceed ten calendar days from Contractor's or distributor's receipt of order.

3.5.9 Contractor shall guarantee deliver of emergency orders within 48 hours from receipt of order. Emergency orders shall be transported by the most expedient manner available with the transportation cost borne by the Purchaser less normal shipping cost.

3.6 Failure to Meet Requirements of Specifications

3.6.1 Should any of the inspections, tests, or operation of the equipment under service conditions show that the system or equipment does not meet the requirements of the specifications, the Purchaser shall reject the equipment and direct the Contractor to immediately furnish such new equipment or parts thereof, as may be necessary to bring it up to the requirements of the specifications.

3.6.2 Material and equipment furnished shall be subject to approval by the Purchaser(s), including engineers selected to review the products with regard to design, operation, performance and requirements of this specification. The acceptance of equipment or parts thereof shall in no way relieve the vendor of responsibility for furnishing equipment that meets this specification in all detail.

3.7 Detailed Specifications of Equipment

3.7.1 Contractor shall submit a complete description of the operation of the quoted equipment when requested. The description shall include detailed specifications, photographs, panel layouts with labeled controls, model numbers, and, in general, show all phases of the quoted equipment. These specifications must be complete and cover in detail all requirements set forth herein. Any deviation from these specifications shall be fully explained. No quote shall be considered that does not fulfill these requirements.

3.7.2 Differences may exist in physical arrangements and mechanical construction of standard products of various manufacturers. However, the requirements as stated in this section describe a state-of-the-art microwave radio system concept as related to the operation, expansion, maintenance, and requirements. Equipment offered that does not meet these requirements must have a detailed statement of where deviations exist. A description describing exactly how the equipment differs and the reasons the equipment is equivalent to the requirements of the specification.

3.8 Maintenance and Test Equipment List

3.8.1 Contractor shall if provide when requested, a list of recommended spare parts and test equipment deemed necessary to maintain the equipment.

3.9 Material and Workmanship

3.9.1 Material and workmanship shall conform as specified to the latest standardizing bodies as the IEEE, EIA, NEMA, NEC, FCC, etc. Applicable EIA standards shall be fully met, including all panel and equipment mounting rails, except as required by special circumstances. All material shall be free from defects, corrosion, and scratches.

3.10 Test Procedures

3.10.1 Test procedures shall be conducted as outlined in the EIA standards and IEEE specifications.

3.11 Identification

3.11.1 Operational controls and adjustments, plug-in-cards, sockets, and terminal strips shall have suitable nameplates or stamps for the identification of function or purpose. All cables, plugs, and sockets shall be marked to provide correct mating.

3.12 Servicing

3.12.1 Units shall be readily available for routine servicing. If module or card extenders are required for servicing, then one of each required type shall be furnished.

3.13 Factory Testing

3.13.1 Each unit and assembly shall undergo extensive testing prior to shipment from the factory. These tests shall encompass all aspects and functions of the equipment from the component to the unit entirety. Each delivered unit shall be accompanied by a printed record of the dynamic functional test results for that particular unit.

3.13.2 Equipment purchased shall be system tested at the factory prior to shipment to insure proper operation, alignment, and compatibility.

3.13.3 Contractor shall allow the Purchaser to witness the factory testing. The Contractor shall notify the Purchaser a minimum of 30 days prior to factory testing to allow the Purchaser to make travel arrangements. The Purchaser has the right to decline. Equipment purchased under this contract shall have a minimum service life of 10 years from the date of delivery to the Purchaser. Contractor shall maintain replacement parts for this service period. Should parts or equipment purchased becomes nonfunctional within the 10-year service life period; the Contractor shall find approved replacement equipment or new equipment to the Purchaser for the same price as the original equipment.

3.14 Training

3.14.1 Contractor shall provide training to the Purchaser's personnel in the operation of all of the equipment supplied under this contract. The training shall be supplied at the Contractor's training facility and shall be provided at no cost based on the amount equipment purchased as follows:

3.14.1 (a) 1 to 2 hops of equipment Purchaser pays full cost of training class.

3.14.1 (b) 3 to 5 hops of equipment Contractor provides one seat of training at no cost.

3.14.1 (c) 5 to 7 hops of equipment Contractor provides two seats of training at no cost.

3.14.1 (d) 8 and above Contractor provides three seats of training at no cost plus one additional seat at no cost for every two hops above 11 hops.

3.14.2 In all cases, the Purchaser shall be responsible for travel, lodging, and per diem costs for the people they send to training.

3.14.3 Contractor shall provide technical training in the operation of all of the user equipment supplied. This training shall include:

3.14.3 (a) Training in the operation of the equipment and basic troubleshooting techniques. This may include basic board replacement repair where appropriate.

3.14.3 (b) The Contractor shall provide factory training in the repair and maintenance of the equipment as applicable. This training shall be at the technician level and shall detail the maintenance, operation, level setting, and repair of any electronic equipment being provided.

3.14.4 Contractor shall set forth the cost for optional additional hours of training and for any optional or additional factory or field classes available.

3.14.5 Contractor shall coordinate any training schedule with the Purchaser 45 days prior to starting any training. The Contractor shall provide a training compendium at that time for Purchaser approval.

3.15 System Options

3.15.1 Options listed below shall be provided if requested by the State. The prices for these options are to be quoted in single unit quantities. The Purchaser may order any of the following features without any requirement to order any other option. All optional equipment shall meet the requirements of this specification as applicable.

3.15.2 Frequency coordination services as required to comply with FCC rules and licensing instructions. This shall include services required by the FCC at the time the frequency coordination is requested. Provide the cost on a “per-hop” basis.

3.15.3 Field Engineering Work: Provide a quotation for optional field engineering services for the microwave paths. These services shall include but are not limited to:

3.15.3 (a) Path engineering, including coordinating with the frequency coordinator to determine the correct frequency band considering interference as well as the physical characteristics of the path.

3.15.3 (b) Physical inspection of the sites and verification of the microwave paths.

3.15.3 (c) Providing written documentation showing photographs of the sites, site drawings, and equipment installation locations.

3.15.3 (d) Provide the cost on a per-hour basis.

3.15.4 Installation Services: A quotation for optional field installation services for the microwave equipment, antennas, waveguide, and ancillary equipment. Provide this price on an hourly basis.

3.15.5 No DS1 Multiplex: A deduct option shall be provided to remove the DS1 multiplex for all microwave radio equipment with channel capacities of 28 DS1s and above.

3.15.6 Encryption: Provide a quotation for available encryption options for the microwave equipment.

3.16 Non-Frequency Specific Requirements

3.16.1 Equipment is required to comply with these requirements unless specified elsewhere. These specifications apply to three (3) classes of microwave systems: TDM (DS1s/DS3s), Hybrid (supporting both TDM and Packet on their native modes), and Packet only radios.

3.16.2 Component Ratings: Each and every component part of the equipment shall be operated within the manufacturer's continuous commercial-duty rating under any combination of operating conditions specified. Relays and switches shall be hermetically sealed and rated for a minimum of 2 million operations.

3.16.3 Overload Protection: Adequate fuses, circuit breakers, or other electronic devices shall be included to protect the equipment from internal and external faults. In the event these fusing devices are employed in circuits exhibiting false operation and yet protect the equipment from a sustained overload.

3.17 Printed Circuit Connections

3.17.1 Panel-end cable connections are necessary to extend and interconnect the circuits to other module panels, wire cables may be used, but they shall be made with stranded wire and of sufficient gage and secured so as to equal the quality and reliability achieved from the printed circuit inter-module connections within a panel. Solid-wire cables shall not be used where cables shall be flexed.

3.17.2 Electrostatic Protection: The Contractor shall provide electrostatic protection device, one per unit.

3.17.3 Electromagnetic Susceptibility and Spurious Radiation

3.17.4 As a minimum, the equipment shall meet or exceed the spurious radiated signal requirements of FCC Rules, Title 47, Part 15, Subpart J for Class B computing devices.

3.17.5 Microwave equipment supplied under this specification and contract shall be capable of operating normally when located in a rack adjacent to Part 90 LMR base stations, and not less than 3 meters from high-power TV and FM broadcast transmitters.

3.17.6 Equipment when all covers are installed shall operate normally if a portable radio transmitter operating at 5 watts or less in the 136 to 174 MHz band, 4 watts or less in the 450 to 470 MHz band, and 3 watts or less in the 746 to 806 / 806 to 869 MHz band, is keyed not less than 2 meters from the closest point on the equipment.

3.17.7 Should equipment fail to operate properly under the conditions described above in this section, the Contractor shall be responsible for making any repairs or modifications to the equipment supplied at the Contractor's expense. The Purchaser shall be responsible for making sure any non-Contractor-supplied equipment is operating within specification.

3.18 Mechanical Requirements

3.18.1 Indoor mounted equipment shall be supplied in EIA standard, 7-foot or 7 1/2-foot, 19-inch or 23-inch racks. These racks shall be equipped with standard 1-3/4" rack spacing and drilled and tapped for standard 12-24 NF screws. The rack shall be included in the equipment pricing.

3.18.2 RF units and other equipment designed to be mounted outdoors shall be capable of optionally installing the equipment indoors in a standard EIA equipment rack.

3.18.3 Equipment shall be supplied that shall allow for two complete RF and multiplex equipment assemblies to be mounted in the same rack space to allow for a complete hot-standby repeater or hot-standby terminal to be installed in a single rack space.

3.18.4 Outdoor mounted equipment shall be provided in weatherproof housing including a sun shield as an option available to reduce the amount of heating due to solar isolation.

3.18.5 Equipment shall not be susceptible to bit errors, false alarms, or other abnormal operation when subjected to shock and vibration normally anticipated to be received during normal maintenance actions such as pulling and removing circuit cards, replacing covers, or connecting test equipment either in the immediate rack or an adjacent rack.

3.18.6 Parts requiring service or maintenance must be accessible during normal operation. If covers, shields, or assemblies have to be removed for service, special tools other than a screwdriver and pliers shall not be required. The fasteners holding items that are removed during service must be a captive type, designed for frequent use. All chassis shall be designed to be physically and electrically detached conveniently from the rack for replacement or bench service. All inter-chassis and interrack cabling or wiring shall have connectors designed for rapid connection and disconnection. All cable connectors shall have cable clamps.

3.18.7 Wiring and cabling shall be supported such that the weight of the cable or pressure from bending is not transferred to the connector pins, wire-wrap point, or solder connection.

3.18.8 Any piece of equipment or contact area on the equipment that is capable of inflicting an electrical shock or causing mechanical damage to a person working on the equipment shall have protective covers and shall have appropriate warning labels.

3.18.9 No liquid cooling systems shall be allowed as part of this equipment.

3.19 Environmental

3.19.1 Indoor mounted equipment shall operate as specified under the following room ambient environmental conditions:

3.19.1 (a) Operating Temperature -10 degrees C to +50 degrees C

3.19.1 (b) Relative Humidity 5% to 95%, non-condensing at all operating temperatures

3.19.1 (c) Operating Altitude 4,000 meters

3.19.2 Outdoor mounted equipment shall operate as specified under the following outside ambient environmental conditions:

3.19.2 (a) Operating Temperature -30 degrees C to +55 degrees C

3.19.2 (b) Relative Humidity 5% to 95%, non-condensing at all operating temperatures

3.19.2 (c) Operating Altitude 4,000 meters

3.20 Multiplex Equipment

3.20.1 Terminal and repeater equipment shall be supplied with multiplex equipment to convert the signaling speeds and formats internal to the microwave equipment to industry standard interfaces. These interfaces may include DS0/DS1/DS3, OC3/SONET, Ethernet, and MPLS. Support of these interfaces may be by both internal and/or external hardware.

3.20.2 Multiplex equipment shall be provided for the maximum capacity of the radio equipment being provided.

3.20.3 Multiplex equipment shall mount in the same rack as the microwave radio equipment.

3.20.4 Multiplex equipment shall report equipment and transmission alarms and shall provide an interface into the microwave radio alarm system so a single alarm interface is presented to the technician or person using the alarm system.

3.20.5 Multiplexers shall be capable of performing looping back, as appropriate, on any DS-1, DS-3, or OC-3 signal levels.

3.20.6 T1 digital channel banks should be offered with standard audio and data interfaces. Options that enhance the users flexibility are encouraged.

3.21 Alarm and Control

3.21.1 Alarms shall be available for display and metering locally as well as from any other terminal or repeater connected in the system to the same alarm and control system.

3.21.2 System including multiplex shall provide alarm and control capabilities via Simple Network Management Protocol (SNMP). Any applicable private vendor MIB shall be provided to Purchaser upon request without cost to the Purchaser.

3.21.3 Microwave equipment shall be equipped with front panel system status or a small handheld unit with displays and controls. A computer interface port should be provided for access to more detailed information or advanced features. However, all historical alarm events shall be available to the operator through a laptop port.

3.22 DC Power Requirements

3.22.1 Equipment supplied under this contract shall operate as specified with either a positive or negative ground over a voltage range from 21 to 28 VDC and 42 to 56 VDC with a 200 mV (RMS) ripple.

3.22.2 Radio assembly shall contribute no more that 30 mV RMS ripple to the DC bus, assuming a 400 amp-hour (AH) battery with the system bus rating of 100 A.

3.22.3 Radio rack assembly shall be equipped with a DC distribution facility including power bus, ground bus, and fuse or circuit breaker panel. This DC distribution facility shall provide main DC power for all the equipment installed in the rack. The DC distribution facility shall be equipped with an alarm system to provide an alarm contact whenever a fuse or circuit breaker has opened.

3.22.4 Systems shall provide “fail-safe” operation when the input voltages are outside the required operating range above. This means the radios shall not be subjected to damage or random operation. When the voltage returns to the normal operating limits, the

equipment shall restore normal operation without operator or technician intervention or requiring power to be removed to “reset” the equipment.

3.22.5 Radio equipment configured two or more to a rack shall be individually fused. A power supply failure in one radio assembly shall not affect any other path or hop. This includes the repair or replacement of the failed unit.

3.23 Service Channel and Orderwire

3.23.1 Radio terminal or repeater assembly shall be equipped with a minimum of two service channels capable of the following:

3.23.1 (a) One two-wire audio channel with a 600 ohm input.

3.23.1 (b) A data channel that interfaces at the RS-232 level

3.23.2 Service channels shall not decrease the traffic capacity of the system.

3.23.3 Service channels shall automatically be switched when installed in a radio network using a protected configuration (e.g., loop protection, hot-standby).

3.24 Redundancy and Protection

3.24.1 Microwave equipment shall be designed for reliable operation through the use of redundant power supplies and other common equipment.

3.24.2 Alarm condition shall be generated any time any equipment, with the exception of diversity receive, is operating in a protection mode.

3.24.3 Switching times, including maximum manual switching time, for all equipment shall be stated. Maximum bit errors incurred and transmitter failure confirmation time shall also be included.

3.24.4 Equipment shall provide both manual and automatic error free switching, receive only (and does not apply to 18 and 23GHz).

3.24.5 Complete or partial failure of the protection control or switching shall not render the microwave link inoperable. Any failure of the protection control or switching equipment shall generate a major alarm.

3.24.6 Equipment shall be designed so that protection circuits and units not in service can be tested and repaired without affecting the online system operation.

3.24.7 Amplitude of the digital output signal shall not change more than 2 dB as a result of a transmitter protection switching action.

3.24.8 If both receivers in a hot-standby configuration indicated a received signal level of less than the threshold, the protection circuits shall cause a reverse channel signal to be transmitted to command the standby transmitter to switch on at the far end. This requirement only applies to 6GHz, and 11Ghz systems.

3.25 Space Diversity

3.25.1 Equipment supplied with space diversity receive capability shall provide errorless switching between the transition from one receiver to the other.

3.26 Adaptive Equalization

3.26.1 Adaptive equalization shall be included in all radio receivers. The dispersive fade margin shall be greater than or equal to:

3.26.1 (a) 60 dB for radios operating at DS-3 rates and below

3.26.1 (b) 46 dB for radios operating at 2 DS-3 rates and above

3.26.1 (c) 39 dB for radios operating at OC3-3 rates and above

3.26.1 (d) 50 dB for radios operating 18GHz

3.26.1 (e) 40 dB for radios operating 23GHz

3.26.2 If Co-Channel Cross-Polarization Interference Correction (XPIC) Equalization is offered, the Contractor should so indicate.

3.27 General Radio Digital Performance

This section describes the general performance requirements for bit error rates. Reframe time and frame-lost seconds (FLS). A frame-lost second (FLS) is defined as a 1 second interval during which an out-of-frame condition exists or when the BER is 1x10E-3 or less. No FLS seconds shall be recorded in any consecutive 7-day test period when there are no radio fading effects. The recovery time of the radio from out-of-frame and out-of-synchronization conditions to reframed and resynchronized conditions shall nominally be 0.25 second or less. No more than 5 percent of the recovery times shall exceed 0.5 second. The maximum recovery time shall be 2 seconds or less. The reframe time (search time plus time to establish frame alignment) shall not exceed 7 ms for the level 2 (DS-2 with additional overhead bits) to the DS-1 stage of multiplexing.

3.28 DS-1 Digital Performance and Interface

3.28.1 DS-1 low-speed interface shall be as per Bellcore TR-NWT-000499 and ANSI T1.102 as applicable.

3.28.2 Basic specification shall be as follows:

3.28.2 (a) Data Rate: 1.544M bps ± 32 ppm

3.28.2 (b) Line Impedance: 100 ohms, ± 5 percent, balanced

3.28.2 (c) Line Code: User-selectable bipolar AMI or B8ZS

3.28.2 (d) Jitter Accommodation: per TR-NWT-000499 and TR-NWT-00499

3.28.3 Residual bit error rate shall not be greater than 1 in 10-12.

3.28.4 Loss of synchronization of any DS-1 signal shall cause an Alarm Indication Signal (AIS) of all ones to be transmitted. This AIS signal shall be repeated throughout the system as applicable.

3.29 DS-3 Digital Performance ad Interface

3.29.1 DS-3 high-speed interfaces shall be per Bellcore TR-NWT-000499 and ANSI T1.102.

3.29.2 Basic interface specification is as follows:

3.29.2 (a) Data Rate: 44.736M bps, ± 20 ppm

3.29.2 (b) Line code: B3ZS

3.29.2 (c) Line Impedance: 75 ohms, unbalanced

3.29.2 (d) Jitter Accommodation: per TR-TSY-000499 and TR-NWT-00499.

3.30 OC-3 Digital Performance and Interface

3.30.1 OC-3 interface shall comply with ANSI T1.106/88, T1.105a/90, and T1.105/90 specifications.

3.31 General Transmitter Specifications

3.31.1 Frequency tolerance shall meet or exceed FCC Part 101.107. Frequency stability is expected to be ±0.0025 percent or greater over the full operating range of the equipment.

3.31.2 Failure of a redundant amplifier in hot-standby configurations shall not reduce the power output from the radio.

3.31.3 Replacement of a failed redundant (standby) amplifier shall not cause a system outage.

3.31.4 Transmitter shall be equipped with ability to monitor output power and frequency on an in-service basis.

3.32 Regulatory Compliance

3.32.1 Radio equipment supplied under this contract shall meet the requirement of the current Sub-Sections of Volume 47 of the Federal Code of Regulations.

3.33 Outdoor Mounted RF Unit

3.33.1 Outdoor mounted RF unit when supplied shall comply with the requirements of this section.

3.33.2 Operating temperature range shall be -30 degrees C to +55 degrees C.

3.33.3 Unit shall be weatherproof.

3.33.4 Outdoor RF unit shall connect to the indoor IF and control unit using a 50-ohm coaxial cable. The coaxial cable shall transport signals and DC power to the RF unit.

3.33.5 It shall be possible to install the remote unit with up to 1,000 feet of cable between it and the indoor control unit.

3.33.6 Outdoor unit shall have a rack-mounting option so the outdoor unit may be collocated with the indoor unit.

3.34 RF Performance Characteristics for Radio Equipment Operating in the 900 MHz Microwave Radio Band

3.35 For the Band of 928 to 960 MHz with bandwidths of 100 and 200 KHz

3.35.1 Contractor shall provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.36 Frequency Tolerance

3.36.1 Frequency tolerance shall meet or exceed FCC Part 101.107. Frequency stability is expected to be 2.5 ppm or greater over the full operating range of the equipment.

3.37 Feed Connection

3.37.1 Type “N” connectors are the expected feedline terminations.

3.38 RF Power Levels

3.38.1 Power levels shall be user adjustable up to a +29 dBm output.

3.39 Receiver Thresholds

3.39.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

3.39.1 (a)	Bandwidth	Received Signal Level (RSL) in dBm	
3.39.1 (b)	100 KHz	-94	96
3.39.1 (c)	200 KHz	-90	91

3.39.2 Contractors may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.40 RF Performance Characteristics for Radio Equipment Operating in the 5.9-7.1 GHz Microwave Radio Band.

3.41 6 GHz Frequency Range and Bandwidth

3.41.1 Equipment supplied for this band shall comply with the following requirements, with payload capacities in compliance with FCC Part 101.141:

3.41.2 Desired capacities are from 8xDS1 to 3DS3/OC3 (and equivalent Ethernet data rates) and bandwidths from 3.75 to 30 MHz.

3.41.3 Contractor may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.42 Feedline Connection

3.42.1 Antenna connection shall be a CPR-137G. If an adapter is required to convert from the standard flange on the radio unit, it shall be supplied and included in the unit price.

3.42.2 System shall operate with an antenna system with a peak return loss of 18 dB or greater.

3.42.3 Feedline connection point shall be at the top of the radio, clear of any obstructions. In cases where the radios are mounted two or more to a rack, the feedline connection may exit perpendicular to the back of the radio. However, in those cases, the Contractor shall supply a rigid waveguide right-angle section to allow the connection to be made vertically.

3.42.4 Antenna coupling unit shall have an option to accommodate the interconnection of additional analog or digital microwave radios to a common waveguide antenna feeder system.

3.42.5 Systems with ODU mounted outdoors at the antenna port, there shall be options to connect to antenna directly or remotely.

3.43 RF Power Levels

3.43.1 Equipment shall have a minimum output High power level of +26dBm and Low Power level of less than or equal to +21dBm

3.43.2 Power levels shall be measured at the top of the waveguide flange and shall include all branching losses. Hot-standby configurations may have power levels reduced from the levels listed above to account for switching losses.

3.43.3 Automatic transmitter power control (ATPC) shall be available as an option. It shall be capable of being disabled in the field by operator programming.

3.44 Receiver Thresholds

3.44.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a nonprotected configuration. Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

3.44.1 (a)	8- DS-1/ 3.75 MHz	-77	77	83	83
3.44.1 (b)	16 - DS-1/ 5 MHz	-75	77	76	78
3.44.1 (c)	28 - DS-1/ 10 MHz	-74	77	74	77 78
3.44.1 (d)	84 - DS-1/ 30 MHz	-70	73	70	71 75

3.44.2 Received threshold levels shall be measured at the top of the flange and shall include all branching losses.

3.45 <u>RF Performance Characteristics for Radio Equipment Operating in the 10-11 GHz Microwave Radio Band.</u>

3.46 10-11 GHz Frequency Range and Bandwidth

3.46.1 Equipment supplied for this band shall comply with the following requirements, with payload capacities in compliance with FCC Part 101.141:

3.46.2 Desired capacities are from 8xDS1 to 3DS3/OC3 (and equivalent Ethernet data rates) and bandwidths from 3.75 to 30 MHz.

3.46.3 Contractor may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.47 Feedline Connection

3.47.1 Antenna connection shall be a CPR-90G. If an adapter is required to convert from the standard flange on the radio unit, it shall be supplied and included in the unit price.

3.47.2 System shall operate with an antenna system with a peak return loss of 23 dB or greater.

3.47.3 A single feedline connection point shall be provided for all radio configurations except space diversity. Space diversity configurations shall have two feedline connection points—one for one receiver and any transmitters and the other for the diversity receiver.

3.47.4 Feedline connection point shall be at the top of the radio, clear of any obstructions. In cases where the radios are mounted two or more to a rack, the feedline connection may

exit perpendicular to the back of the radio. However, in those cases, the Contractor shall supply a rigid waveguide right-angle section to allow the connection to be made vertically.

3.47.5 Antenna coupling unit shall have an option to accommodate the interconnection of additional analog or digital microwave radios to a common waveguide antenna feeder system.

3.48 RF Power Levels

3.48.1 Equipment shall have a minimum output High power level of +27dBm and Low Power level of less than or equal to +20dBm.

3.48.2 Automatic transmitter power control (ATPC) shall be available as an option. It shall be capable of being disabled in the field by operator programming.

3.49 Receiver Thresholds

3.49.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a nonprotected configuration. Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

	Capacity	Received Signal Level (RSL) in dBm				
3.49.1 (a)	8 - DS-1 / 3.75 MHz	-76	76			82
3.49.1 (b)	16 - DS-1 / 5 MHz	-75	76			76
3.49.1 (c)	28 - DS-1 / 10 MHz	-73	76	73	76	77
3.49.1 (d)	84 - DS-1 / 30 MHz	-68	72	69	71	73

3.49.2 Received threshold levels shall be measured at the top of the flange and shall include all branching losses.

3.50 RF Performance Characteristics for Radio Equipment Operating in the 18 GHz Microwave Radio Band

3.51 Frequency Range and Bandwidth

3.51.1 Equipment supplied for this band shall comply with the following requirements, with payload capacities in compliance with FCC Part 101.141:

3.51.2 Desired capacities are from 16xDS1 to 3DS3/OC3 (and equivalent Ethernet data rates) and bandwidths from 5 to 30 MHz.

3.51.3 Contractor may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.52 Feedline Connection

3.52.1 Antenna connection shall be a UG-595/U. If an adapter is required to convert from the standard flange on the radio unit, it shall be supplied and included in the unit price.

3.52.2 System shall operate with an antenna system with a peak return loss of 15 dB or greater.

3.52.3 A single feedline connection point shall be provided for all radio configurations except space diversity. Space diversity configurations shall have two feedline connection points—one for one receiver and any transmitters and the other for the diversity receiver. In lieu of this arrangement, two antennas and two RF units may be used with one RF unit operating at a time. If space diversity is not commonly deployed, nor useful at these frequencies, fully describe in your answer.

3.52.4 Feedline connection point shall be clear of any obstructions.

3.52.5 RF unit and antenna is to be mounted outdoors, then options shall be provided to integrate them.

3.53 RF Power Levels

3.53.1 Equipment shall have a minimum output power level of +16dBm for 16 QAM and 20dBm for QPSK. Bidders may provide additional power level options.

3.53.2 Power levels shall be measured at the top of the waveguide flange and shall include all branching losses. Hot-standby configurations may have power levels reduced from the levels listed above to account for switching losses.

3.54 Receiver Thresholds

3.54.1 **Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a non-protected configuration.**

3.54.2 **Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.**

Capacity	Received Signal Level (RSL) in dBm		
3.54.2 (a)	Power16 - DS-1 / 5 MHz	-77	
3.54.2 (b)	28 - DS-1 / 10 MHz	-80	
3.54.2 (c)	84 - DS-1 / 30 MHz	-67	73

3.54.3 Received threshold levels shall be measured at the top of the flange and shall include all branching losses.

3.55 RF Performance Characteristics for Radio Equipment Operating in the 23 GHz Microwave Radio Band

3.56 Frequency Range and Bandwidth

3.56.1 Equipment supplied for this band shall comply with the following requirements, with payload capacities in compliance with FCC Part 101.141:

3.56.2 Desired capacities are from 16xDS1 to 3DS3/OC3 (and equivalent Ethernet data rates) and bandwidths from 5 to 50 MHz.

3.56.3 Contractor may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.57 Feedline Connection

3.57.1 Antenna connection shall be a UG-595/U. If an adapter is required to convert from the standard flange on the radio unit, it shall be supplied and included in the unit price.

3.57.2 System shall operate with an antenna system with a peak return loss of 15 dB or greater.

3.57.3 Single feedline connection point shall be provided for all radio configurations except space diversity. Space diversity configurations shall have two feedline connection points—one for one receiver and any transmitters and the other for the diversity receiver. (In lieu of this arrangement, two antennas and two RF units may be used with one RF unit operating at a time. If space diversity is not commonly deployed, nor useful at these frequencies, fully describe in your quote.)

3.57.4 Feedline connection point shall be clear of any obstructions.

3.57.5 RF unit and antenna is to be mounted outdoors, then options shall be provided to integrate them.

3.58 Receivers Thresholds

3.58.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a nonprotected configuration.

3.58.2 Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

Capacity	Received Signal Level (RSL) in dBm

3.58.2 (a)	16 - DS-1	-78	
3.58.2 (b)	28 - DS-1	-78	
3.58.2 (c)	84 - DS-1	-68	73

3.58.3 Received threshold levels shall be measured at the top of the flange and shall include all branching losses.

4.0 LMR Base Station Antennas, Microwave Antennas

4.1 Offer(s) and Product Qualifications

4.1.1 Offer(s) shall be the manufacturer or distributers of the products requested and specified;

4.1.2 This solicitation describes Base Station Antennas for use in public safety land mobile systems. Antennas should provide selection of operating frequency, bandwidth, gain, antenna style, and construction format. The public safety frequency bands specifically requested for this section include: VHF (150 to 160 MHz), UHF (450 to 474 MHz), 700 (758 to 806 MHz), and 800 (806 to 869MHz). Additional bands and broader bandwidths, than those listed, is desirable but not specifically required; and

4.1.3 Antennas need to be designed for durability and reliability. Designed for the heat, cold, ice and wind conditions. Arizona's record high temperature was 122 degrees and had a record low of -40 degrees. Mountain top wind speeds can be in access of 100 MPH. While not typical, wind speeds in access of 140 MPH have been reported. VSWR shall be 1.5:1 or better at the rated frequency/bandwidth, nominal impendence of 50 ohms. Low PIM performance may be a consideration for some agencies.

4.2 Type(s) of LMR Antennas

4.2.1 The following antennas shall operate in the bands listed above.

4.2.1 (a) Fiberglass collinear antennas;

4.2.1 (b) Exposed dipole antennas - User adjustable patterns shall be a consideration for some users;

4.2.1 (c) Directional antennas; yagi, log periodic, and corner reflector antennas;

4.2.1 (d) Flat panel antennas; and

4.2.1 (e) Ground plane, discone, and other unity gain antennas.

4.3 Microwave Antennas (Dishes)

4.3.1 Microwave Antenna (Dishes) shall be the latest state of the art Microwave Antennas and Associated Equipment of use in specified frequency bands to meet the needs of the Eligible Agencies.

4.3.2 All equipment selected as suitable for purchase shall be given classification within the frequency band groups as follows:

Frequency Band

4.3.2 (a) 5.925-7.125 GHz

4.3.2 (b) 10.70-11.70 GHz

4.3.2 (c) 17.70-19.70 GHz

4.3.2 (d) 21.8-23.60 GHz

4.3.3 Federal Communications Commission (FCC) Rules and Regulations and amendments; E.I.A. Standards and amendments, RS222. (Latest Version)

4.3.4 All material and workmanship shall be of the type and grade most suitable for the application. All material shall be new and free from defects.

4.3.5 Unless specifically excepted by the terms of these specifications, any part or accessories ordinarily furnished or required to make the equipment, herein specified, a complete operating unit shall be furnished by the Vendor.

4.3.6 The contractor shall make available equipment documentation to The State's as specified herein. This documentation shall accompany the equipment at the time of delivery. Documentation costs for State's specified manuals shall be included as separate bid items. A copy of radiation patterns shall be provided at no cost if requested.

4.4 Service, Installation and Operations Manuals

4.4.1 Installation and or operation manuals shall be furnished with each order; each manual shall contain the following:

4.4.1 (a) Detailed drawings or clear photographs showing location of parts and hardware associated with antenna or connector assembly or mounting.

4.4.1 (b) Complete diagrams including information outlining method of operation, supply voltages, currents, and power requirements for each model of dehydrators.

4.5 Equipment Service Life

4.5.1 All equipment covered by these specifications and any resultant contracts shall have a minimum service life of ten (10) years from date of delivery to the State. The contractor shall guarantee replacement parts stocking for this service life period.

4.5.2 Each shall guarantee repair or replacement of any equipment or part thereof that fails in operation during normal and proper use within two (2) years from the date of State's receipt due to defects in design, material or workmanship, consummation of final acceptance and payment notwithstanding. These replacements shall be provided with no charge to the State.

4.5.3 Any equipment or part replaced under the provisions of this warranty becomes the property of the. If the vendor desires the defective equipment or part returned, The contractor shall pay all transportation charges and make all arrangements for the return. If the does not specifically request return of such replaced parts within thirty (30) days from the date of replacement, the equipment for parts become property of the State.

4.5.4 Replacement parts shall be regularly stocked by the manufacturer and/or authorized distributor. Delay in State's receipt of replacement parts shall not exceed thirty (30) consecutive days from manufacturer or distributor's receipt of order.

4.5.5 Emergency orders shall be transported by the most expedient manner available as agreed upon with the transportation cost born by the State less normal shipping cost.

4.6 General Equipment Characteristics

4.6.1 **Environmental** - All antennas shall survive wind velocities of one hundred (100) miles per hour with one (1) inch of radial ice and no more than 0.1 degree of deflection in seventy (70) mile per hour wind.

4.6.2 **Environmental** - All antennas shall remain operational within the temperature range of (-40 to 135 degree F)

4.6.3 **Environmental** - All antennas and associated hardware shall be non-corrosive, non-rust material. This can be accomplished by supplying Hot Dipped Galvanized or Stainless Steel hardware. Plated steel shall not be accepted. Aluminum antennas shall be painted with corrosion resistant paint.

4.6.4 **Environmental** - Field assembly of all antennas shall only be between antenna parabola, feed, antenna mount and fixed and/or slide assemblies. Antenna mount assembly is permitted.

4.6.5 **Environmental** - Parabolic solid antennas shall be equipped to include mounting hardware for a 4.5" vertical O.D. mounting pipe. Parabolic grid antennas shall be equipped to include mounting hardware for either a 1.9" – 3.5" or a 4.5" vertical O.D.(Outside Diameter) mounting pipe.

4.6.6 **Environmental** - Parabolic solid antennas shall have a reflector surface tolerance designed so that antenna feeds could be interchanged between 6GHz and 11 GHz without loss to antenna gain. Antenna feeds should also be interchangeable in the 18GHz and 23GHz dishes.

4.6.7 **Operational** - Material and workmanship shall be of the type and grade most suitable for the application and shall conform as a minimum unless otherwise specified to the latest applicable standards, specifications, recommended practices and procedures of such standardizing bodies as the I.E.E.E(Institute of Electrical and Electronics Engineers), N.E.M.A.(National Electrical Manufacturers Association), F.C.C.(Federal Communications Commission).

4.7 Microwave Antennas

4.7.1 The specifications listed herein are minimum requirements. These dish examples are for evaluation of the offered product lines. Frequencies listed represent the basic band of operation, which may consist of operational sub-bands. *A range variance of up to a maximum of -1 DB has been identified as acceptable. # VSWR is for standard bandwidths, a wide-bandwidth dish in the same product time with lesser VSWR performance is expected and acceptable.

Standard Performance, 5.925-7.125 GHz Band, Single Polarization , CPR 137G Input Flange

Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
6	38.4	38.7	39.1	A	1.9	30	55	1.3
8	40.1	41.2	40.3	A	1.5	30	55	1.3
10	42.8	43.2	43.5	A	1.2	30	61	1.3

High Performance, 5.925-7.125 GHz Band, Single Polarization, CPR137G Input

Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
6	38.4	39.	39.3	A	1.9	30	62	1.08
8	41.2	41.6	42	A	1.5	30	66	1.08
10	43	43.4	43.7	A	1.2	30	69	1.08

Ultra High Performance, 5.925-7.125 GHz, Super High Cross Polarization, CPR137G Input

Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
6	38.3	38.7	39	A	1.9	40	69	1.08
8	40.9	41.3	41.7	A	1.5	40	71	1.08
10	43	43.2	43.5	A	1.2	40	74	1.08

Standard Performance, 10.5-11.7 GHz, Single Polarization , CPR 90G Input Flange								
Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
4	40.1	40.5	40.9	A	1.7	30	46	1.08
6	43.2	43.3	43.4	A	1.2	30	60	1.08
8	45.8	46.0	46.2	A	0.9	30	62	1.08

High Performance, 10.5-11.7 GHz Single Polarization, CPR90G – PBR 100 Input								
Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
4	39.7	39.8	39.9	A	1.7	30	61	1.08
6	43.5	43.6	43.7	A	1.1	30	68	1.08
8	45.7	45.9	46	A	0.8	30	68	1.08

Ultra High Performance, 10.5-11.7 GHz, Super High Cross Polarization, CPR90G – PBR 100 Input								
Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
4	39.7	39.8	39.9	A	1.7	40	64	1.10
6	43.2	43.3	43.4	A	1.1	40	72	1.08
8	45.6	45.8	45.9	A	0.8	40	75	1.08

Ultra High Performance, 17.7-19.7 GHz, Super High Cross Polarization, UG595/U – PBR220 Input								
Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
2	38	38.4	38.8	A	1.9	36	64	1.2
4	44	44.4	44.8	A	1.0	36	67	1.2
6	47.5	48	48.4	A	0.7	36	72	1.2

Parabolic Antenna, 21.2-23.6 GHz, Single Polarization, UG-595/U – PBR220 Input Flange								
Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
2	39.7	40.2	40.7	A	1.7	30	65	1.4
3	43.1	43.6	44.1	A	1.1	30	71	1.4
4	49.0	46	46.6	A	.8	30	72	1.4

4.8 Radomes

4.8.1 High Performance Antennas shall have flexible planar Radomes supplied with antenna.

4.8.2 All Standard Antennas shall have molded fiberglass Radomes, parabolic or conical in shape available.

4.9 Dehydrators

4.9.1 Dry air pressurization equipment for waveguide transmission lines. Low-pressure systems to pressurize waveguides with dry air. Systems should provide alarm monitoring of a low presure condition and excessive run time. Systems shall be rack or wall mounted. Power options shall be AC or DC power. Accessories shall include Distribution Manifolds and tubing.

1.	½", 7/8", 1-¼"	Diameter Foam Dielectric Coaxial Cable
2.	7/8"	Diameter Air Dielectric Coaxial Cable
3.	1 5/8"	Diameter Foam Dielectric Coaxial Cable
4.	½"	Diameter Super Flexible Foam Dielectric Coaxial Cable

4.10 Transmission Lines

4.10.1 Transmission line or COAXIAL cable shall be available according to the sizes listed below:

4.10.2 Elliptical, Flex and Rigid waveguide components shall be supplied according to the sizes and/or frequency bands listed below:

1.	Waveguide for	5.925 – 7.125 GHz
2.	Waveguide for	10.50 – 11.70 GHz
3.	Waveguide for	17.70 – 19.70 GHz
4.	Waveguide for	21.20 – 23.60 GHz

4.11 Connectors

4.11.1 **LMR Connectors**

	½" Connector	7/8" Connector	1-¼' Connector	1-5/8 connector	½" Super Flexible Connector
1.	"N" Male	"N" Male	"N" Male	"N" Male	"N" Male
2.	"N" Female	"N" Female	"N" Female	"N" Female	"N" Female
3.	UHF Male	UHF Male			UHF Male
4.	UHF Female	UHF Female			UHF Female
5.	7-16 DIN Male	7-16 DIN Male	7-16 DIN Male	7-16 DIN Male	7-16 DIN Male & Right Angle
6.	7-16 DIN Female	7-16 DIN Female	7-16 DIN Female	7-16 DIN Female	7-16 DIN Female
7.	7/8" EIA	7/8" EIA			

4.12 Waveguide Connectors

1.	EW63-E65, Tunable, Fixed Tuned, CPR and CPR 137G
2.	EW90-E105, Tunable, Fixed Tuned, CPR and, CPR 90G, PBR100
3.	EW180-E185, Fixed Tuned, UG595/U, PDR180
4.	EW220-E220, Fixed Tuned, UG595/U, PBR220

5.0 Radio Dispatch Consoles

5.1 General

5.1.1 This specification contains sections that describe various types of radio dispatch consoles to be utilized in State and Municipal public safety radio communications systems. These sections include (1) Single/dual channel desk top remote control handset controllers; (2) 8-12 channel desk-top dispatch consoles; (3) 96 channel, high capability radio dispatch consoles; (4) 450 channel remote electronics high-capability expandable radio dispatch consoles. Analog, TDM and RoIP/VoIP based options to be separately priced. It is not necessary for a vendor to bid all sections.

5.1.2 It is the intent of these specifications to ensure the purchase of highly reliable radio dispatch control console equipment. These specifications are minimum standards and are intended to ensure reliable, high quality, readily available and repairable equipment. These specifications may not list all necessary equipment beyond that needed to complete the electronic package and it shall be the responsibility of the contractor to verify completeness of the material list and the suitability of the devices to meet the total requirements of these specifications. Subsequent to award, any additional equipment, charges, or services required to meet the specifications, even if not specifically enumerated herein, shall be provided by the vendor without claim for additional payment or compensation.

5.1.3 The Type 2, 3, & 4 Flat Panel Display (FPD) communications control console electronic design criteria shall be based on the need for maximum reliability, flexibility, and ease of operation and service. To meet these criteria, the electronic equipment should be of the latest design. The design shall reflect state-of-the-art concepts in communications command and control console design.

5.1.4 The FPD based communications control consoles shall provide monitoring and control facilities for remotely located two-way radio base stations. The consoles shall also provide certain ancillary functions such as repeater enable and disable of each channel, simultaneous transmit, alert tone transmit, instant patching, and multiple frequency base station control. It is desired that all console functions be accomplished using a Touch-Screen and Trackball/Mouse combination. Other methods of console control will be evaluated and compared against this style of system control.

5.1.5 The ability of the vendor's FPD communications control consoles to remotely operate separately from the common control equipment over telephone lines, LAN, or digital and analog microwave channels is a requirement. Equipment that does not meet this requirement will not be evaluated.

5.1.6 The Type 3 & 4 common electronics shall be designed to remain fully operational during the loss of AC power for a minimum of one hour via either an internal or external

uninterruptible power supply (UPS). Each dispatch position shall have an available UPS option which will allow full operation during the loss of AC power for a minimum of thirty minutes.

5.1.7 The unique requirements of the console electronic packages may not readily lend themselves to standard contractor product lines. However, contractors shall propose equipment meeting the technical and operational requirements and make maximum use of the standard product line equipment.

5.1.8 Make and model numbers given in this specification are for reference only, and do not imply that they are the only acceptable equipment.

5.2 Electrical Requirements

5.2.1 Each console bid shall be equipped with sufficient power supply capabilities, common electronic modules, cabling, etc to accommodate the channel requirements. All consoles shall be capable of operating from a 120 VAC source. Backup power should ideally be from a DC source of 12 to 48 VDC, with all necessary power regulation built into console electronics.

5.3 Technical Specifications - Each console offered should meet the following technical specifications, as a minimum:

5.3.1 Individual channel 2W, 4W, Tone/DC/E&M selection

5.3.2 Line Impedance: 600 or >5K ohm (4-wire) or, 600 ohm Tx (2-wire)

5.3.3 Operating Temperature: 0 to +50 degrees C

5.3.4 Audio Response: +/- 3 dB from 300 to 3000 Hz

5.3.5 Tx & Rx Hum and Noise: -50 dB below rated output

5.3.6 Distortion: Tx & Rx - Less than 3% THD

5.3.7 Compression: Variable compression knee

5.3.8 Receive Audio: -25 to +10 dBm; 600 ohm or 5K ohm; w/ less than -60 dB crosstalk

5.3.9 Transmit Audio: -20 to +10 dBm; 600 ohm; w/ 70 dB line balance

5.3.10 Tone Control: A minimum of (7) industry standard function tones with 2175 Hz Hi/Lo Guard Tone; including 1250/1350/1450/1550, 1850 and 1950 Hz function tones (Repeater control, Aux Function control, CTCSS Monitor, F1/F2 Transmit)

5.3.11 DC Control Functions: Transmit - F1 +5.5 ma.; F2 +12.5 ma.; Monitor +2.5 ma.

5.3.12 Unit ID Functions: (Optional) Motorola MDC1200 system decode/display

5.3.13 Speaker Output: 500 mw minimum, 3% distortion, into a 4 ohm or 8 ohm load

5.4 DESK-TOP REMOTE CONTROL CONSOLES (TYPE I price category)

5.4.1 **General -** The following specification describes various switch-based, desk-top radio controllers, including fully self-contained Tone, DC & RoIP based single-channel and dual-channel telephone-type handset controllers (optionally expandable) known as Type 1; and 8-channel (expandable to at least 12 channel), self-contained desk-top consoles, known as Type 2. The multichannel desk-top units also allow for local remoting of the control electronics to a small desk or wall mounted electronic box up to 100' away from the dispatch control unit. Optional IP control for both type units may also be proposed.

5.4.2 Tone & DC Single/Dual-channel Handset Type Controllers (Type 1) - This specification is for a solid-state, 120 VAC powered, desk-top, handset type, Tone or DC controller for a single channel station. A selectable two-channel, expandable, model may also be offered as an option, which may also be optionally expandable to more channels. Models which have been determined to meet the general intent of this specification include the IDA 24-10, 24-15, 24-20, 24-66, and 24-30; The Telex-Vega IP-2002, and C-2000 and C-2000SF

units. (These models are only given as examples, and alternate models meeting the specifications may be proposed).

5.4.3 Technical Specifications

5.4.3 (a) On-hook monitor disable

5.4.3 (b) Weight: Less than 5 pounds (Desk-top unit)

5.4.3 (c) Size (Remote Box): Less than 12"X12"X6", including battery back-up

5.4.3 (d) Programmability: Fully field adjustable/programmable without a computer

5.4.3 (e) Transmit indicator light

5.4.3 (f) The units shall allow for on-hook receiver operation through a loudspeaker, and off-hook operation through the handset.

5.4.3 (g) An RoIP based remote, single-line handset controller, that does not require a separate computer for operation, is also acceptable. These handsets shall be fully compatible for direct connection to a 10/100 baseT internal Ethernet network connection, and shall allow for parallel operation of any number of controllers.

5.4.3 (h) Optional two-line controllers do not require the ability to independently select either 2W/4W operation by channel, Tone or DC control by channel, or simultaneous receiver monitoring of both channels. These may all be fixed (hard-wired) functions.

5.5 (8)-Channel Desk-Top Tone/DC Consoles (Required to be Expandable to 12 Channels) (Type II price category)

5.5.1 This section defines the minimum requirements for a desk-top radio control console with a minimum 6 individual channel (line) capability, with optional expansion to at least 12 channels on a channel-by-channel basis. Each console channel shall be capable of controlling either a 4-wire channel or 2 wire channel on an individual basis, and shall be individually programmable for either Tone, DC (current), or E&M radio control. Local remote control of a radio is not required. Optionally, the manufacturer may offer an RoIP based console which can control a remote radio through an IP data circuit, but must still provide two-way analog audio capability on all channels.

5.5.2 Parallel operation of up to 4 separate units shall be available with supervisory override control.

5.5.3 The dispatch operator position shall be a single unit, except for the microphone and footswitch, or an outboard third-party provided paging encoder. No external attachments, including power supplies, loudspeakers, touch-tone pads, line splitter boxes to increase channel count, etc. will be acceptable.

5.5.4 It is required that the vendor offer switch-based control functions for their console. However, optional computer-based, Flat Panel Display (FPD) consoles offering mouse-controlled on-screen function switches will be evaluated if offered. Models of equipment which have been determined to meet the intent of this section of the specification include the Gai-tronics ICP9000 Series, and the Telex-Vega C1616/C6200, IP-1616, C-Soft series, for various channel configurations.

5.5.5 Operational Features Require, each dispatch console operator position offered must include the following:

5.5.5 (a) Individual audio speakers and volume controls for select and unselected channels

5.5.5 (b) Individual channel 2W, 4W, Tone/DC/E&M selection, with 4-frequency Tone control

5.5.5 (c) Desk-mic with PTT bar and mute switch

5.5.5 (d) Dual-plug type headset interface jacks

5.5.5 (e) Combined select/unselect/transmit audio combined output jack for recording

5.5.5 (f) Jack for external PTT footswitch

5.5.5 (g) (2)-channel cross-patch capability

5.5.5 (h) Multi-channel transmit select

5.5.5 (i) DTMF encoder

5.5.5 (j) Internal or external pager capability

5.5.5 (k) Controls/Indicators

5.5.6 Each dispatch console operator position offered must include the following:

5.5.6 (a) Console transmit indicator

5.5.6 (b) Console channel busy (receiving) green indicator

5.5.6 (c) Individual channel instant-transmit light

5.5.6 (d) Channel labels (fixed or electronic)

5.5.6 (e) Transmit audio level meter (Vu meter)

5.5.6 (f) Channel select indicator

5.5.6 (g) Console Technical Specifications

5.5.7 Each console offered should also meet the following technical specifications, as a minimum:

5.5.7 (a) Alert Tones: Optional continuous, hi/lo, warble; -30 to 0 dBm, independently adjustable

5.5.7 (b) Speaker Output: 500 mw minimum, 3% distortion, into a 4 ohm or 8 ohm load

5.6 Full Featured – Remote Electronics Consoles (Type III Price Category)

5.6.1 General - It is the intent of this specification to ensure the purchase of highly reliable communications control consoles. This includes a spectrum of console systems ranging from single 96 (minimum) channel remote units (Type III), to advanced Flat Panel Display (FPD) based, high 450 (minimum) channel, 20 operator position systems (Type IV). These specifications are minimum standards and are intended to ensure reliable, high quality, readily available and repairable equipment. These specifications may not list all necessary equipment beyond that needed to complete the electronic package and it shall be the responsibility of the contractor to verify the completeness of the material list and the suitability of the devices to meet the total requirements of these specifications. Subsequent to proposal award, any additional equipment, charges, or services required to meet the specifications, even if not specifically enumerated herein, shall be provided by the vendor without claim for additional payment or compensation.

5.6.2 The communications control console electronic design criteria shall be based on the need for maximum reliability, flexibility, ease of operation and service. The design shall reflect state-of-the-art concepts in communications command and control console design.

5.6.3 The communications control console shall provide monitoring and control facilities for remotely located two-way radio base stations. The console shall also provide certain ancillary functions such as repeater enable and disable of each channel, simultaneous transmit, alert tone transmit, instant transmit, supervisory override, cross channel patching with up to three separate but simultaneous patches possible, phone patching, and multiple frequency base station control. It is desired that all FPD-Type console functions be

accomplished using a Touch Screen and Trackball/Mouse combination. Other methods of console control will be evaluated and compared against this style of system control.

5.6.4 The ability of the vendor's FPD communications control consoles in Category III and IV to remotely operate separately from the common electronic control equipment over telephone lines, microwave channels or fiber optic lines is a requirement. Equipment that does not meet this requirement will not be evaluated.

5.6.5 Each Type III and IV console shall have both receive voter (like JPS SNVs) and auxiliary interfaces. Both RoIP and P25 interfaces are a requirement for both classes. In addition, at least one of the following trunking protocols MUST be supported as an option: Project 25, Astro P25, Open Sky, Smartnet/Smartzone. In addition, each console should be compatible with either a T1 or a WAN/LAN interface.

5.6.6 The common electronics and FPD operator positions shall be designed to remain fully operational during the loss of AC power for a minimum of one-half hour via either an internal or external uninterruptible power supply (UPS) or a battery backup system. Each FPD dispatch position shall have an available UPS option which will allow full operation during the loss of AC power for a minimum of one hour.

5.6.7 The unique requirements of the console electronic packages may not readily lend themselves to standard contractor product lines. However, contractors shall propose equipment meeting the technical and operational requirements that make maximum use of the standard product line equipment.

5.6.8 The specifications do not include any proprietary items, components, circuits, or devices which would preclude any communications equipment manufacturer from producing equipment to meet these specifications. All technical tolerances, ratings, power outputs, or any technically specified criteria contained within these specifications are considered to be within the current state of the electronic art and are currently being met by commercially available equipment.

5.7 Electrical Specifications

5.7.1 Both Type III and IV consoles shall operate from a primary power source of 120/240 VAC, with battery powered UPS backup required. AC current consumption on the primary side of the line for the central electronics shall not exceed 5 watts/channel for a 50 channels system. Each operator position electronics shall not consume more than 250 watts, including the FPD.

5.8 Full-Feature Console – Type III

5.8.1 The Type III communications control console shall provide the facilities for the operation and control of remotely located two-way radio base stations and other specialized equipment. The console shall be equipped with sufficient power supply capabilities, common electronic modules, cabling, etc. to accommodate these channel requirements. Each console electronic package shall be equipped with common control equipment to provide the capability to operate and control any one, any selected group, or all channels simultaneously. Each console electronic package shall comply with all FCC Rules and Regulations, where applicable.

5.8.2 The console shall be expandable to a minimum of 96 radio control channels and 6 operators' positions. There shall be receive voter (like JPS SNV-12s) and auxiliary control interfaces. In addition to the 96 radio channels, the console electronics shall be able to support 6 operator positions, and up to ten receiver voter groups with up to 24 base stations per voter group. The ability of a manufacturer's equipment to accommodate this future requirement will be a major consideration in the proposal evaluation. In addition to controlling conventional non-trunked channels, at least one of the following protocols must be supported as an option: RoIP, Project-25, Trunking (EDACS, Smartnet, Smartzone,

OpenSky). T1, or Lan/Wan interfaces may be optionally added. The console shall have extended remote capability to allow an operator position to be remoted from the central electronics bank by way of commercial telephone lines, Ethernet, fiber optic, or microwave.

5.9 Large Full-Feature Console – Classification (Type IV Price Category)

5.9.1 General Specifications same as Type III above. The console shall be expandable to a minimum of 450 radio control channels and 20 operators positions. There shall be receiver voter (like JPS SNV-12s) and auxiliary interfaces. In addition to controlling conventional non-trunked channels, at least one of the following protocols must be supported as an option: RoIP, Project-25, Trunking (EDACS, Smartnet, Smartzone, OpenSky). Additionally, optional T1, or Lan/Wan interfaces may be added. The console shall have extended remote capability to allow an operator position to be remote from the central electronics bank by way of commercial telephone lines, fiber optic, or microwave. In addition to the 450 radio channels and/or trunked talk groups, the console electronics shall be able to support twenty operator positions and up to twenty receiver voter groups with an average of six base stations per voter group. The ability of a manufacturer's equipment to accommodate this future requirement will be a major consideration in the proposal evaluation.

5.10 Control Functions & Status Indicators

5.10.1 Both Class III and Class IV configurations shall meet all of the following specifications, and have two dual-jack inputs and have select and unselect speakers for audio output. In addition, there shall be a selected audio output jack and a summed unselect audio port available.

5.11 Radio Channel Control Functions

5.11.1 The radio control channels shall have the functions listed below:

5.11.1 (a) Channel Select - Shall engage the selected channel in the transmit/receive, fully operational, ready condition. The channel select function should be capable of selecting of more than one channel up to all channels simultaneously.

5.11.1 (b) Repeater Enable and Disable - consoles shall enable and disable the repeat function of a tone controlled base station.

5.11.1 (c) Squelch Disable - Shall disable receiver continuous tone coded squelch operation of a tone controlled base station.

5.11.1 (d) Instant Transmit - Shall allow transmitting on a channel without placing the channel in a selected mode first. This function shall not override supervisory control.

5.11.1 (e) Channel Crosspatch - Shall allow audio received on one radio channel or phone line to be automatically repeated on one or more of the other channels. Class III and IV consoles shall be capable of supporting at least three simultaneous but separate crosspatches. (Desktop consoles should be capable of doing at least one crosspatch.) This function shall be independent of other console activities.

5.11.1 (f) Two Frequency Control - Shall allow frequency selection of a two-frequency tone controlled base station.

5.11.1 (g) Supervisory Control B Class III and IV consoles shall provide the capability for one operator position (the supervisor's position) to take over a channel from all other operator positions. All parallel operator positions on the same channel shall receive an indication that supervisory control has been initiated.

5.11.1 (h) Supervisory Monitor B Class III and IV consoles shall allow the transmit and receive audio from one console operator position to be monitored on another console position.

5.11.1 (i) Channel Mute - shall completely mute the channel receive audio.

5.11.1 (j) Auxiliary Enable and Disable B consoles shall enable and disable an auxiliary function of a tone controlled base station.

5.12 Status Indicator

5.12.1 All switching functions shall have an associated indicator to clearly display function and channel status, i.e. on-off, activated-not activated, in use-not in use. The FPD system shall display complete status for a minimum of eight channels and limited status for the optional eight additional channels at each operator position. This limited status information shall include the following: channel selected, instant transmit activated, channel cross patch activated, channel muted, channel receiving a call, and channel busy.

5.12.2 To simplify the operation of the console, it shall be possible to physically group channels on the console in any order to facilitate operations.

5.12.3 Status Indicators shall illuminate with the following functions:

5.12.3 (a) Channel Selected

5.12.3 (b) Repeater Enabled

5.12.3 (c) Squelch Disabled

5.12.3 (d) Instant Transmit activated

5.12.3 (e) Channel Crosspatch activated

5.12.3 (f) Frequency One selected

5.12.3 (g) Frequency Two selected

5.12.3 (h) Channel Muted

5.12.3 (i) Channel receiving a call - this shall be a flashing type indicator

5.12.3 (j) Channel busy - parallel wired console transmitting

5.13 Console Position-wide Functions

5.13.1 In addition to the individual channel functions and indicators specified under paragraph 5.5, the communications control console shall also provide the following functions. These functions are common to all radio channels.

5.13.1 (a) Simultaneous Selection - Shall enable the selection of any combination of channels for simultaneous operation. The capability shall also be provided to automatically unselect all channels by depressing a single button.

5.13.1 (b) Transmit - Shall activate the transmit condition and route dispatcher audio to all selected channels. This transmit switch shall be electrically paralleled to the console footswitch.

5.13.1 (c) Master Mute - Shall mute all receive audio except the selected channels to a preset level.

5.13.1 (d) Automatic Selection - Shall automatically select a group of channels by action of a single switch. All automatically selected channels shall be unselected by action of a single switch. The particular group of channels to be selected shall include any combination up to all of the console channels.

5.13.1 (e) Intercom - consoles shall allow communication on the selected channels without keying the base station transmitter. This function shall allow communications between dispatchers or between dispatchers and remotely located technicians.

5.13.1 (f) Alert Tones - consoles shall activate one of three different alert tones that shall be transmitted on the selected channel, the simultaneously selected channels, or the automatically selected channels. The alert tones shall be continuous, hilo, or warbled between two different audio frequencies.

5.13.1 (g) Priority Tone – consoles shall activate an intermittent tone on individually selected channels to indicate priority traffic on that channel. The tone will not cover voice traffic.

5.13.1 (h) Radio/Telephone Audio - consoles shall allow the dispatcher's headset to be used for both telephone and radio communications. The telephone audio shall be transferred to the headset by action of a single switch. The party on the opposite end of the phone line shall not hear the dispatcher's radio transmissions (any console PTT shall mute the dispatcher's voice from the telephone line). Transfer of telephone audio to the headset shall switch the selected channel audio back out to the selected audio speaker. During the time that the headset telephone operation mode is activated, the console operator shall retain the ability to instantaneously transmit on the selected channel by use of the footswitch or master control panel transmit switch with no degradation to the transmit functions, transmit audio quality and/or signal strength. The dispatcher shall also retain the ability to instantaneously transmit on the unselected channels as well.

5.14 Status Indicators

5.14.1 All switching functions and the following status indication capabilities shall have an associated indicator on the FPD to clearly display function and status, i.e. on-off, activated-not activated, in use-not in use.

5.14.2 The status indicators shall illuminate with the following functions:

5.14.2 (a) Simultaneous Selection in use.

5.14.2 (b) Transmit function activated.

5.14.2 (c) Master Mute activated.

5.14.2 (d) Automatic Selection in use.

5.14.2 (e) Intercom in use.

5.14.2 (f) Alert Tone being transmitted.

5.15 Ancillary Equipment

5.15.1 The communications control console shall include the following ancillary equipment: speakers for selected audio and unselected audio, paging encoder, and displayed on the console's FPD, a VU meter, and clock system.

5.15.2 Speakers - The capability of monitoring selected and unselected audio shall be provided via two separate console speakers. Each speaker shall be provided with a separate volume control to allow for individual adjustment. The volume controls shall provide sufficient attenuation to decrease the associated speaker audio to an inaudible level. These two volume controls, along with the headset volume controls, are the only ones required. Separate volume controls for each of the radio channels are not required. The dispatcher shall still have the capability to completely mute individual channels if desired. The selected and unselected audio speakers shall be separated a minimum of 12 inches center to center. The dispatcher shall also have the capability to turn off either or both speakers without turning down the volume controls.

5.15.3 VU Meter - A VU meter, located on the FPD console's display in such a way as to give optimum visibility to the operator, shall be provided. The meter shall indicate the transmit audio level and selected receive audio level.

5.15.4 Digital Clock - The console shall include a 24-hour digital clock display in the FPD console's display. The clock display shall give optimum visibility to the operator. The clock display shall be an integral part of the console system. The clock shall be a master/slave system capable of being set from the master, which is to be calibrated by an external time base via RS232 protocol or USB interface.

5.15.5 DTMF Paging Encoder - The console(s) shall incorporate DTMF capability. These must be an integral part of the console electronics installed in the console furniture and wired into the console electronics. Single button paging functions shall be available which send preselected DTMF strings of at least 3 numbers to either a predetermined radio channel or on the selected channel(s).

5.15.6 Receivers - The radio control channels will not only be routed to the console as separate channels but may also be routed to a separate system of up to ten receiver voter groups. The console shall have the capability to control and display the status of these voted channels. The dispatcher shall be able to force vote or disable a particular voter module by engaging switches or keying in a function which will operate a) Two form C dry contacts or b) Open collector outputs or c) Communicate with the system via RS-232 or Ethernet cabling. The enable/disable status of a particular voter module shall be displayed at the operator position. The console shall also provide an indication of which channel is currently being voted. It also should be capable of automatic transmit steering and indicate on the FPD which transmitter will be keyed if the master PTT is activated. The voted channels shall support voting systems manufactured by JPS Communications.

5.15.7 Headset - Each operator position shall be compatible with the Plantronics Encore Monaural Ultra Headset, model H91N, or approved equivalent.

5.15.7 (a) Headset Jack

5.15.7 (b) Each operator position shall be equipped with a dual phone plug type headset jack. The jack shall be compatible with dual phone plugs used on the Plantronics model SHS1890-251N headset jack plugs. The headset jack shall have an associated receive volume control. The external microphone shall be disabled when the headset is inserted into the headset jack. Audio to the select speaker shall be removed when the headset is inserted. The dispatcher shall have the option of applying audio to the select speaker and the headset simultaneously if desired. The headset jack shall have an easily accessible talk/training switch which will allow the dispatcher to talk and listen or listen only with the headset=s transmit mouthpiece disabled. Disabling the transmit mouthpiece shall not prevent a headset with an amplified ear piece from functioning correctly. The headset jack must also have a 4 wire/6 wire switch for operating either a 4 wire headset (talk and listen) or a 6 wire headset (talk, listen, and a transmit push to talk button).

5.15.8 External Microphone - Each operator position shall be equipped with an External Microphone mounted on a Flexible Gooseneck Boom.

5.15.9 Footswitch - Each operator position shall be provided with a dual footswitch to activate transmit and/or mute operations. The dual footswitch shall activate two functions within the console:

5.15.9 (a) Activate transmitter control.

5.15.9 (b) Activate the Master Mute function.

5.15.9 (c) The right half of the footswitch shall operate in the same manner as the Master Control Panel transmit push button switch. The left half shall mute all unselected channels when depressed and unmute these channels when

released. If the console system requires modification to implement these functions, the modifications shall be completed by the console manufacturer and shall be fully documented in the maintenance manual(s).

5.15.10 Logging Recorder Interfaces - Each operator position shall be provided with a logging recorder output that contains the dispatch position microphone audio and select audio combined onto one 600-Ohm output port. An optional second logging recorder interface for telephone audio is desirable.

5.15.11 Remote Control of Base Stations - The communications control console shall be capable of providing D.C. keying, tone sequence keying, or "M Lead" dry contact keying for each radio channel as well as tone sequence control of repeater, frequency, and squelch disable functions.

5.15.12 D.C. Keying – CRT and Desktop Consoles - Each radio channel shall have available regulated D.C. keying currents of 15 ma and 6 ma. The D.C. control currents shall be provided for a loop resistance up to 10K ohms. Although as a default all channels shall not be supplied with DC keying capability, but pricing to add DC control on a per channel basis shall be provided.

5.15.13 Tone Keying- FPD and Desktop consoles - Each radio channel shall have available a tone sequence keying scheme that provides a High Level Guard Tone followed by a Function Tone followed by a Low Level Guard Tone.

5.15.14 "M Lead" Keying- FPD and Desktop consoles - Each radio channel shall be capable of providing Form A (normally open) dry contacts for transmitter keying.

5.15.15 One Sequence Tolerances - FPD and Desktop consoles - Tolerances for tone sequence control shall be within the following limits:

5.15.15 (a) All tone frequencies as specified within +/-1 Hz.

5.15.15 (b) All tone durations as specified within +/-5 ms or adjustable from 25 ms to 150 ms.

5.15.15 (c) High Level Guard Tone - 0dBm to -10 dB adjustable to meet line conditions

5.15.15 (d) Function Tone - 10 dBm +/-1 dB adjustable to meet line conditions.

5.15.15 (e) Low Level Guard Tone - 30 dBm +/-1 dB adjustable to meet line conditions.

5.15.16 Radio Channel Terminations - Each radio channel shall be capable of 2 wire or 4 wire operation. The type of termination shall be readily selectable on a per channel basis.

5.15.17 Parallel Operator Position Control of Radio Channels - The console common electronics shall be capable of parallel operator position control of common radio channels. All channel control switches and indicators shall be paralleled. Parallel operation shall be readily selectable on a per channel basis.

5.16 Design Criteria

5.16.1 The console electronic package design criteria are based upon the need for maximum reliability, expandability, and ease of service. To meet these criteria, the electronic packages described in the subsequent paragraphs must be totally solid-state, completely modular, and reflect state-of-the-art concepts in communication control design. Each operator position shall include applicable switches, status indicators, amplifiers, tone circuits, power supplies, meters, clocks, speakers, and hardware to perform the functions.

5.16.2 Panel Wiring/Remote Electronic Circuitry- FPD consoles

5.16.2 (a) The console electronic package shall have the capability of allowing the electronic circuitry (transmit/receive, amplifier, tone control, power supply, etc. modules) to be remoted at least 1000 feet from the operator position over standard 600 ohm twisted pairs. The interconnecting cable shall be at most an eight pair cable. The Vendor will supply all cabling and connectors

between the console common electronics and the punch blocks in the equipment room housing these electronics.

5.16.2 (b) The remoting of the electronic circuitry up to 1000 feet from the operator position shall not degrade the console performance outside the minimum standards specified herein. All console functions shall be operable as specified herein regardless of remoting up to 1000 feet.

5.16.2 (c) In addition to hard wired remoting of the electronic circuitry, the console electronic package shall also allow remoting of the electronic circuitry over standard telephone lines or multiplex channels on a fiber network or a microwave system. No more than three multiplex channels shall be required to perform this function. All remote data and audio paths shall be automatically monitored to ensure the continuous integrity of the paths. If a path is lost, both the dispatch position and any diagnostic printer and/or terminal shall receive a report.

5.16.2 (d) The remoting of the electronic circuitry over microwave channels shall not degrade the console performance outside the minimum standards set forth in these specifications. All console functions shall remain operable regardless of remoting the operator position.

5.16.3 Electronic Circuitry

5.16.3 (a) The electronic circuitry shall be contained on printed circuit modules which plug into a module rack or mother board. The plating material at the printed circuit module where plug-in contact is made shall be gold to provide maximum reliability.

5.16.3 (b) A transmit/receive module shall be provided with each operational channel. This module shall contain all of the circuits necessary to perform the functions described on a per channel basis.

5.16.3 (c) Sufficient modules shall be provided with each console electronic package to perform the functions that are common to the transmit/receive channels and all other functions.

5.16.4 Expandability - Options shall be easily expanded by the addition of plug-in printed circuit modules, programming, and control switches.

5.16.5 Maintainability

5.16.5 (a) The transmit/receive circuitry shall include one plug-in T/R module for each channel. All T/R modules shall be interchangeable between channels. The only T/R module changes required to exchange T/R modules between channels or electronic packages shall be the selection of options by means of programming switches mounted on the modules or PROM exchanges.

5.16.5 (b) The remainder of the console electronic package printed circuit modules shall be interchangeable between electronic packages.

5.16.5 (c) Each type of plug-in printed circuit module shall be keyed to be inserted only into the correct location in the module rack or mother board. Guide rails shall be used to ensure proper alignment of plug-in printed circuit modules. Each plug-in printed circuit module shall be equipped with an extractor to allow easy removal.

5.16.5 (d) It shall not be necessary to remove power from the console electronic package to change a plug-in module.

5.16.5 (e) All printed circuit modules shall be plainly marked with the module's function. All components shall be plainly identified on the printed circuit

modules. The module rack or motherboard position shall be plainly marked with the module's function. It shall not be necessary to use a drawing to locate components on printed circuit modules or printed circuit module positions.

5.16.6 Standards

5.16.6 (a) All equipment contained in the proposal shall meet or exceed the latest applicable standards of the Electronic Industries Association, Federal Communications Commission, and Underwriters Laboratory, and must conform to the OSHA of 1973 requirements for safe operation. In addition, where applicable, the equipment must satisfy the requirements of the local telephone company and input requirements of a Microwave System with respect to audio levels and control voltages.

5.16.6 (b) The console electronic equipment shall be rated for continuous operation. The console electronic package shall operate over an ambient temperature range of 0 degrees C. to +50 degrees C. without degradation in performance.

5.16.7 Power Supply

5.16.8 Input Voltage - 105 to 125 volts AC at 60 Hz, 120 volts AC nominal.

5.16.9 Noise - less than 120 millivolts peak to peak output.

5.16.10 Overload Protection - overload protection shall be provided such that variations in input voltage or output current shall not damage or degrade the operation of any console modules or components.

5.16.11 On-Off Switch - shall have a switch to turn input voltage on and off and have a power-on indicator.

5.17 Mechanical Requirements - The following specifications concern the mechanical aspects of the communications control console. The mechanical requirements of both the optional operator position furniture as well as the back-room common electronics are as follows.

5.17.1 Operator Position – Console Furniture - State supplied equipment may be installed in the operator position furniture along with the vendor's equipment. The State assumes the responsibility of installing the equipment in State supplied furniture. The vendor may bid the option to install the console. (All operator position furniture will be purchased separately.)

5.17.2 Labeling - All channels, controls and indicators shall be identified on the FPD screen. Keyboard switches which are used to control functions on the FPD should be clearly engraved to indicate their function. The identification shall show the purpose of the channel, control or indicator and be easily associated with the control or indicator. The legends or labels shall be designated by the user at the time of order.

5.17.3 Radio Channel and Receiver Voter Names - Each radio channel and or receiver voter channel shall be identified with an appropriate name - normally an abbreviation of the base station mountain top name and/or call sign which will be designated at the time of order. The FPD system shall be capable of displaying abbreviated names on the screen of at least eight characters in length. Merely giving a number to a radio channel or voter group is not acceptable.

5.17.4 Common Electronics- FPD Consoles - All common electronics shall be remoted from the console operator position. This equipment should be capable of remoting up to 1000 ft. from the operator position. The design of the common electronics package shall reflect a heavy reliance on modularity of construction. This modularity shall permit the console to be expanded, diminished, or reconfigured in future years depending on increased functions or consolidation of hardware based on system modernization. All equipment

supplied shall either be mounted in 19 inch wide EIA standard 90 inch tall aluminum equipment racks which are drilled and tapped to EIA standards (RS-310C) or supplied in seven foot enclosed equipment cabinets. (Racks or cabinet mounting will be specified with each purchase order) All equipment shall be supplied with all the necessary mounting hardware. Access to electronics for maintenance and service shall be accomplished through sliding rail arrangements, hinged mounting racks or circuit board extenders. Where the use of circuit board extenders is required, two extenders per console shall be supplied.

5.18 Training

5.18.1 Technician Training - the successful Vendor shall provide separate pricing for comprehensive training on the equipment proposed. The training shall include discussion of the following subjects as a minimum:

5.18.1 (a) Theory of operation and circuit analysis of each equipment module, a complete console electronic package, and parallel operation of multiple consoles.

5.18.1 (b) Troubleshooting procedures including fault isolation, terminal diagnostics, stage gain measurements, voltage tests, and other procedures to locate and replace faulty components.

5.18.1 (c) Level setting and other adjustment procedures for each equipment module, a complete console electronic package, and parallel operation of up to eight consoles.

5.18.1 (d) Programming of the central electronics cards and CRT positions.

5.18.2 Training Type and Location

5.18.2 (a) The training may be presented by either a resident instructor or a self-tutored training course.

5.18.2 (b) If an instructor is used, he must be intimately familiar with the design, operation, and maintenance of the equipment model proposed.

5.18.2 (c) The instructor shall present a training session in State supplied facilities at Phoenix, Arizona of at least 8 hours in duration. Actual dates for the class will be established by the purchasing agent. The training shall be completed within 130 days of receipt of purchase order.

5.18.2 (d) If the successful vendor elects to supply a self-tutored training course, one such course shall be provided and will become property of the State. The course shall make use of textbooks, film strips, video tapes or other means to provide comprehensive self-training of the equipment model proposed.

5.18.3 Dispatcher Training - The successful vendor shall also provide 1-day training to the dispatchers of any purchasing agencies. This training shall cover the operational aspects of the equipment. In situations where the communications center is a twenty-four hour operation, it will be necessary to repeat the training for each shift during the day(s).

5.18.4 Instruction Books - the instruction books to be furnished by the vendor shall be complete with all pages securely fastened together. The instruction books shall incorporate as a minimum the following:

5.18.4 (a) Complete description and ordering information of each individual unit and/or sub-assembly. A material guide shall contain the replacement part numbers and description of all components used. The parts lists shall be associated with their respective chassis, module, or kit wherein they are found. A total listing of parts without such groupings will not be acceptable.

5.18.4 (b) Complete intercabling diagram between each unit and/or sub-assembly.

5.18.4 (c) Complete outline and drawings and dimensions as well as mounting dimensions of all equipment.

5.18.4 (d) Voltage and resistance diagrams or tables of all units and/or sub-assemblies.

5.18.4 (e) Complete level setting instructions in step by step tabular form for entire assembly and all components capable of being adjusted.

5.18.4 (f) Parts location, drawings or pictorial, detailed top view of individual parts, units and/or sub-assemblies.

5.18.4 (g) Operational block diagrams of individual units and/or sub-assemblies.

5.18.4 (h) Complete schematic diagrams of individual units and/or sub-assemblies.

5.18.4 (i) In addition to schematics, etc., the manual shall contain the theory of operation of all active devices and circuits in sufficient detail to facilitate servicing.

5.18.4 (j) Drawings which are supplied must be reproduced by such means as to preclude fading to the point of illegibility if exposed to normal illumination for extended periods of time. A developed and fixed process or one of the various forms of printing by actual ink transfer are acceptable types.

5.18.4 (k) In order to provide a complete manual containing all schematics, level setting information, and operating instructions, the contractor shall prepare all of the information in book form with no drawings larger than the page size of the book. Drawings, which must be larger than a single sheet for legibility may be photographically reduced so that they are no larger than 11 inches high or printed on fold-out sections. This manual shall contain an index of all schematics, charts, and diagrams to insure that pages have not been removed. Sufficient information shall be contained in the index to permit reordering lost or mutilated pages.

5.18.4 (l) Two instruction manuals shall be furnished for every unit supplied and costs shall be included in the proposal price.

5.18.4 (m) One typical instruction manual shall be supplied with the proposal.

5.19 Recommended Maintenance Equipment

5.19.1 Any special meters, unique/non-standard test equipment, test cables, harnesses, circuit board extenders, or hand tools required for monitoring and/or maintenance of the communications control console electronic packages shall be listed separately with their itemized cost and shall be included in the total initial cost of the equipment.

5.20 Recommended Replacement Parts

5.20.1 Because of the critical function the communications control console serves, vendors must be capable of supplying all electronic package parts, including individual components and mechanical and electrical assemblies used in the equipment supplied, within 48 hours. The vendor shall supply a list of recommended spares in his proposal response. The vendor shall include a complete set of these recommended spare modules as well as a spare of all other modules and power supplies with the initial console purchase. The cost for this spare module set shall also be priced as a separate line item in the proposal response.

6.0 Generators

6.1 AC/DC power generators operating with diesel, gasoline or propane fuel. Indoor and Outdoor installations systems capable of handling extreme temperature of -50 degrees F up to 150 degrees

F. This includes but is not limited to Transfer Switches, panels, monitoring services, and controlling accessories inclusive of timing and sensing functions with associated hardware and software.

6.2 Requirements

6.2.1 Proposed product(s) must be rated for industrial use, home-use styles of generators will not be considered.

6.2.2 The proposal should include product(s) options from 10kw up to 400kw.

6.2.3 Product(s) offered must include all alarming equipment and software for remote monitoring.

6.2.4 Product(s) offered must be able to supply simple network management protocol (SNMP) and contact closure alarms.

6.2.5 Product(s) offered must have programmable exercise timers that can be set to transfer load capability.

7.0 Back-up Batteries (Including Solar)

7.1 Specifications

7.1.1 Telecom Applications – the State and/or Co-op Agencies require long life batteries (both voltage and solar) to support Agency efforts for providing power in multiple public communications applications, including but not limited to data centers, network operation centers, wireless, Microwave and mobile centers.

7.1.2 Product types for procurement:

7.1.2 (a) Modular Flooded Lead Acid

7.1.2 (b) Modular Flooded Lead Acid

7.1.2 (c) Mono-Block Valve Regulated Lead Acid

7.1.2 (d) Portable Radio

7.1.3 Renewable/ Solar Energy Product offerings must include the following:

7.1.3 (a) Benchmark data of Offeror's product to Industry Leading Life Cycle Data

7.1.4 Power Systems, DC Conversion

7.1.4 (a) Inclusive of AC/DC converters, battery chargers, DC/DC converters, along with low voltage disconnect DC breakers, power distribution panels and any additional associated hardware and software needed to operate.

7.1.5 The proposal must include float rates for the products being offered.

7.1.6 Offeror proposal to include system and module configuration requirements.

7.1.7 Must meet all UL industry requirements

7.1.8 Must withstand Operating temperature beyond 150 degrees F and temperature that drop below -50 degrees F.

7.1.9 Must provide performance data to support product viability.

8.0 Prefab Communications Shelters

8.1 General

8.1.1 Equipment shelters of various sizes specifically designed and constructed for extreme installation locations and to be installed with minimal soil disruption and without site-build foundation. This includes all required accessories and appurtenances, including antenna mast, RF shielding and grounding systems.

8.1.2 Vendor shall submit descriptive catalog product description to include all specifications.

8.2 Requirements

8.2.1 Prefab Communications shelters must meet State and National regulations.

8.2.2 Offeror to submit proposal for multiple dimensions that are offered to State and local public safety Agencies.

8.2.3 Offeror's proposal must address recommendations for transportation and off-loading.

8.2.4 HVAC system requirements should be detailed in the proposal submitted.

8.2.5 Electrical requirement for each prefab communication shelter offering should be listed in the proposal.

8.2.6 Proposed lighting systems should be included in the offer.

8.3 Installation and service

8.3.1 Offeror must provide on-site installation and set-up service as part of the proposal. This pricing should be included as separate line item within the pricing proposal.

8.3.2 R-56 standards must be followed in the proposed construction of any prefab communications shelters.

8.3.3 If on-site installation is required, Contractor(s) must be able to pass a background check.

8.4 Pricing

8.4.1 Pricing should include discount off list catalog pricing plus additional options on an individual list item basis for upgrades that might add to discounted price listed in catalog.

8.5 Warranty

8.5.1 All offerings must include a minimum five (5) year warranty period.

9.0 Service

9.1 The services that may be offered in correlation with the equipment listed above are categorized as follows:

9.2 Design/Engineering

9.2.1 The Contractor(s) shall clearly define and communicate to the State what is specifically included in their Design Services.

9.3 Managed Services - considered a service subscription.

9.3.1 The Contractor(s) shall clearly define and communicate to the State what is specifically included in their Managed Services. Examples of Managed Services include: 24x7x365 technical support, network monitoring, alarm monitoring, service ticket generation, performance management, system provisioning, system updates, end-to-end event monitoring, security monitoring, software maintenance and updates, annual preventative maintenance, and onsite support.

9.3.2 The Contractor(s) shall clearly define and communicate qualifications for any system or equipment being considered for Managed Services.

9.4 Field Service Repair and Maintenance – considered as needed, or one-time services.

9.4.1 The Contractor(s) shall clearly define and communicate guaranteed time of repair or restoration and qualifications for any system or equipment being considered for maintenance support.

9.4.2 The Contractor(s) shall perform work in accordance with the manufacturer's recommendation to ensure it is performing to all defined technical and environmental specifications for the system.

9.4.3 In addition to maintenance of new equipment purchases, the Contractor(s) shall also offer maintenance of legacy equipment. Legacy equipment defined as any existing public communications equipment and its associated supplies and/or accessories that have been purchased prior to the RFP issuance and resulting Contract Award.

9.5 Installation

9.5.1 Time of Purchase of new equipment

9.5.2 Previously purchased equipment

9.5.3 The Contractor(s) shall also conduct initial preventative maintenance ensuring performance begins at the optimal level.

9.6 Integration

9.6.1 Integration Services shall be offered at an hourly rate by the Contractor(s) unless otherwise specified in the SOW defined above as part of the equipment installation. The Contractor(s) shall clearly list and communicate to the State what is specifically included in their integration services, if applicable.

10.0 Consultation and Third-Party Oversight

10.1 The State is also looking to solicit proposals from qualified, vendor independent, full service firms who can provide third party oversight on behalf of the State of Arizona. Any offer of services must comply with the following:

- Demonstrate independence of any manufacturer, software provider, or vendor.
- Demonstrate experience and knowledge of all aspects of public safety operations as they relate to communications and interoperability needs
- Demonstrate mission critical communications system design experience in the public safety arena
- Demonstrate knowledge and experience with contemporary and emerging wireless mission critical communications technologies utilized in the public safety arena including:
    - Mission critical radio systems-infrastructure, subscriber hardware, RF system design, radio propagation, frequency research
    - Microwave and RF control link design and specification
    - Voice logging
    - Paging and Alerting systems
    - Radio interoperability
    - Radio dispatch console systems
- Demonstrate familiarity and expertise in FCC regulations, licensing and frequency availability research
- Demonstrate in-house subject matter experts, telecommunications specialists, state and local policy experts, and project managers with APCO Project 25 implementation experience.
- Demonstrate experience in the identification, evaluation and recommendation of appropriate sites and infrastructure for mission critical communications towers and facilities.

- Demonstrate experience in structured wiring plans and electrical and power system design relative to Public Safety and Mission critical RF systems.
- Demonstrate experience, establishing continuity of operations (COOP) plans, planning, and implementation of disaster recovery solutions, and establishing supporting standard operating procedures (SOPs) and policies that enhance system reliability, resiliency, and redundancy.
- Demonstrate experience with providing consulting, systems engineering and architecture services for both urban and rural mission critical communications systems.
- The firm must have at least one telecommunications specialist certified in industry accepted site standards such as Motorola R56.
- The firm must demonstrate that it follows accepted industry standards (i.e., Project Management Institute) standards and practices for management of projects.
- The firm must demonstrate knowledge in the trends and directions of mission critical radio networks, automated systems, facilities and operations.
- Demonstrate experience and capability of providing ongoing service and support throughout the lifecycle of network and associated devices and peripherals

EXHIBITS TO THE SCOPE DOCUMENT

NO EXHIBITS FOR THIS SOLICITATION

End of section 2-A

SECTION 2-B: Pricing Document

1.0 Compensation

Contractor will be compensated for the satisfactorily carrying out its obligations under the Contract by the method indicated by the "●" mark below:

●	Contracted Labor Rates (refer to paragraph 1.13 below)
●	Discount Off List or Catalog (refer to paragraph 1.25 below)

1.1 CONTRACTED LABOR RATES. The contracted labor rates are the fully-burdened and marked-up billing rates for Contractor's labor scheduled in Exhibit 1 to this Pricing Document.

1.1.1 The rates are deemed to be inclusive of the actual gross wages plus all:

(a) applicable payroll taxes, non-payroll employer burden, workers' compensation contributions and health and welfare benefit contributions;

(b) retirement or other pension contributions, vacation, sick time or other paid leave allowances and the like;

(c) required home office support, corporate or subordinate licenses or registrations, corporate insurance, professional association fees, advertising, time and travel by any of Contractor's personnel other than billable personnel and any bonuses or other incentives for all personnel (including billable Personnel);

(d) insurance coverages to be provided by Contractor under the Contract; and

(e) profit.

1.1.2 The rates are not subject to overtime or other premium time unless expressly stated otherwise in the Pricing Document or a relevant Annex thereto.

1.1.3 The rates include all transaction privilege and other sales/use taxes, including any gross receipts taxes on services, unless expressly stated otherwise in the Pricing Document or a relevant Annex thereto.

1.1.4 Reimbursable items consist of three components:

(a) *Site Services, Logistics, and Utilities*. State and Contractor shall each provide those items of site services, logistics and utilities that are assigned to them in Attachment 4 to this Pricing Document. Excluding only those item expressly indicated as being provided by State, provided by others, or a reimbursable item, Contractor shall provide all services, equipment, tools, and logistics necessary for its personnel and otherwise as required to carry out the Work and compensation for all those is deemed to be included in the contractual fee mark-up (if any applies).

i. For items indicated to be paid on a "unit rate" basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is "at risk" for costs it incurs that are in excess of the extended value unless State has issued a Change Order for the excess.

ii. For items indicated to be paid on a "cost" basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices and timesheets (if applicable).

iii. For items indicated to be paid on a "lump sum" basis, Contractor shall request payment for the completed proportion of such items at least monthly.

(b) *Personnel-Related Expenses*. State will only reimburse for those items of personnel-related expense expressly indicated in Attachment 4 to this Pricing Document as a reimbursable item, and it is agreed that the costs of all other such expenses applicable to its personnel and otherwise as required to carry out the Work are adequately compensated in the contractual fee mark-up (if any applies).

i. For items to be paid on a "unit rate" basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is "at risk" for costs it incurs that are in excess of the extended value unless State has issued a Change Order for the excess.

ii. For items to be paid on a "cost" basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices (if applicable). All reimbursements shall be strictly subject to State's travel policy, which is available at https://gao.az.gov/travel.

iii. Contractor must obtain State's written approval prior to booking or going on any reimbursable travel.

iv. Contractor will be reimbursed at the current Travel Policy rates.

v. Contractor shall itemize all per diem and lodging charges.

vi. For items to be paid on a "lump sum" basis, Contractor shall request payment for the applicable proportion of such items at least monthly.

1.2 DISCOUNT OFF LIST OR CATALOG. A discount off list or catalog means a percentage discount to be applied to a base price for from one or more contractually-established price lists against published catalogs. The applicable discounts are scheduled in Exhibit 1 to this Pricing Document.

1.2.1 Unless specified otherwise in the Pricing Document, base price is the price that is most widely offered to general customers at the time of the Order.

1.2.2 The catalogs used to establish base price are specified otherwise in the Pricing Document. If nothing is so specified, then the commercially available catalogs published by Contractor or Subcontractor to a dealer or reseller network for the covered materials or services are to be used.

1.2.3 Each catalog must:

(a) bear the applicable State contract number;

(b) list all materials or services Contractor is authorized to sell under the Contract;

(c) not contain any items that are excluded from the Contract;

(d) provide ordering information and contact information for customer support.

1.2.4 Each catalog and its accompanying price list must include for each item:

(a) a part or model number, if applicable;

(b) a complete and accurate description of the item;

(c) the manufacturer's suggested retail price (MSRP) or Contractor's list price;

(d) a stock keeping unit (SKU) number (SKU) , if applicable;

(e) the item's unit of measure (UOM), if applicable; and

(f) the quantity in the unit of measure (QUOM), if applicable.

1.2.5 Contractor shall provide and maintain concurrent and identical electronic and hardcopy versions of all contracted price lists and catalogs.

(a) The electronic versions are to be provided as an Amendment to the Contract.

i. State, at its discretion, may host Contractor's electronic price lists and catalogs directly, or may link through ProcureAZ as a punch-out.

ii. Regardless of the number and types of links to Contractor's electronic price lists and catalogs, Contractor shall ensure that all Eligible Agencies and Co-Op Buyers are only able to access one unified set of data.

(b) Contractor shall supply sufficient, current hardcopy catalogs and price lists price lists to applicable Eligible Agencies at Contract commencement, and provide prompt hardcopy notice of any changes to list/catalog holders as they occur. Contractor shall not change State or any Eligible Agency (or any Co-Op Buyer, if applicable) for lists/catalogs or updates.

2.0 Pricing

2.1 CONTRACTOR'S BEST PRICING. Supplier warrants that, for the term of the Contract, the prices and discounts set out in Exhibit 1 to this Pricing Document, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

2.1.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.1.2 If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.1.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

2.2 PRICING-ALL-INCLUSIVE:

2.2.1 Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

2.3 PRICE INCREASES:

2.3.1 The SPO may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.

(a) Initial Contract prices will be honored for one year after award of Contract.

(b) All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.

(c) All price adjustments will be implemented by a formal contract change order. State shall determine whether the requested price increase or an alternate option is in the best interest of State.

2.4 PRICE REDUCTIONS:

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

2.5 ADDITIONAL CHARGES:

2.5.1 Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract. All additional work shall be approved by Eligible Agency in advance and be in accordance with the contract rate.

2.6 TRAVEL.

2.6.1 Contractor shall get written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at https://gao.az.gov/travel. The Eligible Agency shall reject any claim for travel reimbursement without prior written approval.

2.7 DELIVERY

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

3.0 Funding

No particular funding considerations apart from paragraph 4.3 of the Uniform Terms and Conditions [*Availability of Funds*] have been identified as of the Solicitation date.

4.0 Invoicing

4.1 INVOICES GO TO BUYING ENTITY. Contractor shall submit all billing notices or invoices to the ordering Eligible Agency or Co-Op Buyer at the address indicated on the applicable Order document.

4.2 MINIMUM INVOICE REQUIREMENTS. Every invoice must include the following information:

Item	Required
Bill-to name and address	●
Contractor name and contact information	●
Remit-to address	●
State contract number	●
Order number (typically the ProcureAZ PO #)	●
Invoice number and date	●
Date the items shipped or services performed	●
Applicable payment terms	●
Contract line item number	●
Contract line item description	●
Quantity delivered or performed	●
Line item unit of measure	●
Item price	●
Extended pricing	●
Discount off list or catalog	●
Taxes *(as a separate invoice line item)*	●
Upcharge shipping/freight, etc. *(as a separate invoice line item)*	Materials only
Total invoice amount due	●

4.3 NO INVOICE WITHOUT AUTHORIZATION. Contractor shall not seek payment for any:

1. Materials or Services that have not been authorized on an acknowledged Order;
2. expediting, overtime, premiums, or upcharges absent State's express prior approval; or
3. Materials or Services that are the subject of a Contract Amendment or Change Order that has not been fully signed.

4.4 PRE-INVOICE REVIEW. Upon Eligible Agency request and shortly before Contractor is scheduled to submit each invoice, the parties' representatives shall meet informally to review any issues relevant to that upcoming invoice so that the formal invoice process is thereby facilitated and made more efficient.

4.5 SUBMITTING INVOICES. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form provided or required by the ordering Eligible Agency or Co-Op Buyer. Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.

4.6 DEFECTIVE INVOICES. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Agency or Co-Op Buyer may, at its discretion, reject any materially defective invoice.

4.6.1 The ordering Eligible Agency or Co-Op Buyer shall notify Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.

4.6.2 Invoices will be deemed automatically rejected upon delivery if they:

4.6.2 (a) are sent to an incorrect address;

4.6.2 (b) do not reference the correct State contract number; or

4.6.2 (c) are payable to any Person other than the Contractor.

4.6.3 The ordering Eligible Agency or Co-Op Buyer will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

4.7 INVOICING FOR TASK ORDERS. For task order Services, invoices must include the following information as applicable to the relevant task order being invoiced against:

1. substantiation of hours worked using:
    a. a detailed daily timesheet;
    b. itemization to the task level; and
    c. breakdown by service area (if the Contract covers more than one area) and Contract Amendment (if any apply);
2. authorizations and receipts for all allowable reimbursable items being invoiced; and
3. Contractor's certification that the invoice has been examined and to the best of Contractor's knowledge and belief the invoiced amounts are entitled, correct, and accurate as can be demonstrated by the contractually-required books and records upon State's demand.

5.0 Payments

5.1 PAYMENT. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 18.1 of the Special Terms and Conditions

5.2 JOINT CHECKS OR DIRECT PAY. applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.

5.3 RECOVERY OF OVER-PAYMENT. If applicable Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.

5.4 PAYMENTS TO SUBCONTRACTORS. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.

5.5 PURCHASING CARD. applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.

5.6 AUTOMATED CLEARING HOUSE. applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from

Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:

https://gao.az.gov/afis/vendor-information

End of Section 2-B

SECTION 2-C: Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1.0 Definition of Terms

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

1.1. Co-Op Buyer

"Co-Op Buyer" means a member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing "eligible procurement unit" under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.

1.2. Eligible Agency

If the Special Terms and Conditions indicates that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.

2.0 Contract Interpretation

No modifications to uniform terms and conditions section

3.0 Contract Administration and Operation

3.1 Term of Contract

The term of the Contract will commence on the date indicated on the Acceptance and continue for five (5) years with an optional additional five (5) year term with annual renewal(s) for a total max term of ten (10) years unless canceled, terminated, or permissibly extended.

3.2 Statewide Contract Provisions

The Contract is a "statewide" contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a "statewide" contract hereunder.

The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be construed as a "delivery order" sub-type of ID/IQ contract to the extent the Work is Materials, and a "task order" sub-type to the extent the Work is Services.

1. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

https://spo.az.gov/procurement-services/cooperative-procurement/coop-usage-report

2. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).
3. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

   https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee
4. Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Purchase Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

   https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee
5. Contractor shall acknowledge each Purchase Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) "approving" the Purchase Order electronically in ProcureAZ, which will indicate Contractor's unqualified acceptance of the Purchase Order as-issued; or (b) "rejecting" the Purchase Order electronically in ProcureAZ, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which Contractor may reject or refuse a Purchase Order are those set out in subparagraph 3.12.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Purchase Order in ProcureAZ, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Purchase Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in ProcureAZ within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Purchase Order in ProcureAZ and if it does so the rejection will be void.
6. Contractor shall acknowledge each Purchase Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Purchase Orders from Co-Op Buyers create no obligation on State's part, since they are entirely

between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

3.3 Multiple-Use Provisions

Eligible Agencies may issue Purchase Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in ProcureAZ. Purchase Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Purchase Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Purchase Order in any of the following ways:

1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Purchase Order using those prices (e.g., filling out a purchase order form), and sending it to Contractor.
2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Purchase Order if and when reaching agreement.
3. As described in *(2)* above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.
4. As described in *(3)* above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

When evaluating the proposals under *(3)* and *(4)* above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.

4.0 Costs and Payments

4.1 Proposal Costs

Costs Incurred During Proposal Development. The State will not be responsible for any cost incurred during the period of proposal development, including but not limited to On-Site Visits, Pre-Offer Conferences, Demonstrations and any other costs incurred by the Offeror in preparation for Bid Offering.

5.0 Contract Changes

No modifications to uniform terms and conditions section.

6.0 Risk and Liability

6.1 Contractor Insurance

Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers,

agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

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.

Insurance Requirements

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

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

Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability (CGL) – Occurrence Form**

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

•	General Aggregate	$2,000,000
•	Products – Completed Operations Aggregate	$1,000,000
•	Personal and Advertising Injury	$1,000,000
•	Damage to Rented Premises	$50,000
•	Each Occurrence	$2,000,000

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

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Business Automobile Liability**

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

- Combined Single Limit (CSL) $1,000,000

Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed

by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. **Workers' Compensation and Employers' Liability**

•	Workers' Compensation	Statutory
•	Employers' Liability	
o	Each Accident	$1,000,000
o	Disease – Each Employee	$1,000,000
o	Disease – Policy Limit	$1,000,000

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

4. **Professional Liability (Errors and Omissions Liability)**

•	Each Claim	$2,000,000
•	Annual Aggregate	$2,000,000

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, 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.

The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

4. **Technology Errors & Omissions Insurance**

•	Each Claim	$2,000,000
•	Annual Aggregate	$2,000,000

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.

Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.

In the event that the Tech E&O 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, 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.

5. **Network Security (Cyber) and Privacy Liability**

•	Each Claim	$2,000,000
•	Annual Aggregate	$2,000,000

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

In the event that the Network Security and Privacy 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, 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.

The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6. Installation Floater

- Coverage amount is $___TBD At Award

Policy shall contain an Additional Insured endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.

The State of Arizona and the Department shall be named as loss payee as its interest may appear.

Coverage shall be written on an all risk, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing/commissioning.

Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Arizona, has an insurable interest in the property required to be covered.

Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State of Arizona.

The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, testing and commissioning, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.

Policy shall contain a Waiver of Subrogation endorsement, as required by written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by the Contractor for the State of Arizona.

Contractor is responsible for the payment of all deductibles under the Installation Floater.

Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation

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

Acceptability of Insurers

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

Verification of Coverage

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

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

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions

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

7.0 Warranties

No modifications to uniform terms and conditions section.

8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section.

9.0 Contract Termination

No modifications to uniform terms and conditions section

10.0 Contract Claims

No modifications to uniform terms and conditions section.

11.0 General Provisions for Products

11.1	**Applicability**	Article 11 applies to the extent the Work is or includes Materials.
11.2	**Off-Contract Materials**	Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Purchase Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such purchase orders from occurring, Contractor is responsible for not accepting any such Purchase Orders; State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Purchase Order under subparagraph 11.18, in either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract.
11.3	**Compensation for Late Deliveries**	Contractor shall have clear, published policies in place regarding late delivery, purchase order cancelation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies that are likely to need them.
11.4	**Indicate Shipping Costs on Purchase Order**	If shipping cost is additional to the contracted price or rate for an item, the Contractor shall identify the shipping cost it intends to add for shipping, as a separate line item on the price quote provided to ASDB. The Contractor shall also provide the required substantiating documentation for the shipping cost with the price quote. If ASDB approves paying a shipping cost, ASDB will list the agreed upon shipping cost as a line item on their Purchase Order, when it is issued. If there is no additional shipping cost, the Contractor shall indicate on the price quote that shipping is included in the Purchase Order price.
11.5	**Current Products**	Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract.

11.6	**Maintain Comprehensive Selection**	Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Pricing Document.
11.7	**Additional Products**	State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of (b) typically requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products.
11.8	**Discontinued Products**	If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones (with demonstration being as described in subparagraph 11.7).
11.9	**Forced Substitutions**	Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.
11.10	**Recalls**	In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Purchase Order referencing the affected Purchase Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall.
11.11	**Delivery**	11.11.1 PRICING. Unless stated otherwise in the Pricing Document, all Materials prices set forth therein are FCA (seller's dock) Incoterms®2010, with "seller's dock" meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.O.B. Origin, Contractor's Facility" under FAR 52.247-30.

11.11.2 LIABILITY. Unless stated otherwise in the Pricing Document or an Purchase Order, Contractor's liability for all Materials is DDP (State-designated receiving point per Purchase Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to "F.O.B. Destination, Within Consignee's Premises" under FAR 52.247-35.

11.11.3 PAYMENT. Unless stated otherwise in the Pricing Document or an Purchase Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Purchase Order) and FCA (seller's dock) with no mark-up, which Contractor shall itemize and invoice separately.

11.12 Delivery Time

Unless stated otherwise in the Pricing Document generally or in the applicable Purchase Order particularly, Contractor shall make delivery within 2 (two) weeks or earlier after receiving each Purchase Order. If Contractor is unable to make delivery within 2 (two) weeks after receiving the Purchase Order, the Contractor will communicate expected delivery time to Eligible Agency within 24 hours after Purchase Order.

11.13 Delivery Locations

Contractor shall offer deliveries to every location served under the scope of the Contract, specifically:

1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;
2. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;
3. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency location that is not in the excluded areas; and
4. if the Contract is for unrestricted statewide use, then:
    a) Contractor shall deliver to any Eligible Agency anywhere in Arizona;
    b) if the Pricing Document indicates defined delivery areas and prices, those always apply unless the Purchase Order expressly states otherwise and Contractor accepts it.

11.14 Conditions at Delivery Location

Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Purchase Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions.

11.15 Materials Acceptance

State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials

from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

11.16 Correcting Defects

Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials.

1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.
2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [Right of Offset] of the Uniform Terms and Conditions.
3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

11.17 Returns

State may, at its discretion, return for full credit and with no restocking charges any delivered Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within 30 (thirty) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for paying freight, delivery, or transit insurance costs to return the products and may, at its discretion, either have those billed directly to Contractor or offset them under paragraph 8.5 [Right of Offset] of the Uniform Terms and Conditions.

11.18 Purchase Order Cancellation

State may cancel Purchase Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels an Purchase Order, then State shall:

1. pay Contractor for any portion of the Materials and Services from that Purchase Order that have been properly delivered or performed as of the cancellation effective date plus 1 (one) additional business day;
2. reimburse Contractor for:
    a) its actual, documented costs incurred in fulfilling the Purchase Order up to the cancellation effective date plus 1 (one) additional business day; and
    b) the cost of any obligations it incurred as of the cancellation effective date plus 1 (one) additional business day that demonstrably cannot be canceled, or that have pre-established cancelation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and

3. contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancelation notice plus 1 (one) business day or for any lost profits or opportunity.

By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Purchase Order.

11.19 Product Safety

Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.

11.20 Hazardous Materials

Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor's responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup.

12.0 General Provisions for Services

12.1 Applicability

Article 12 applies to the extent the Work is or includes Services.

12.2 Comprehensive Services Offering

Contractor shall provide the comprehensive range of services for which a price is established in the Pricing Document for ordering by Eligible Agencies, and Co-Op Buyers if co-op buying applies.

12.3 Additional Services

State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.

12.4 Off-Contract Services

Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Purchase Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such purchase orders from occurring, Contractor is responsible for not accepting any such Purchase Orders. State may, at its discretion, cancel any such Purchase Order without obligation. As used above, "off-contract service" refers to any

service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.

12.5 Removal of Personnel

Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.

12.6 Transitions

During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or purchase orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition. State may permit Contractor (outgoing) to complete work or purchase orders in progress to ease the transition as is safest and most efficient in each instance.

12.7 Accuracy of Work

Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.

12.8 Requirements at Services Location

Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Purchase Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.

12.9 Services Acceptance

State has the right to make acceptance of Services subject to acceptance criteria. State may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for un-accepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection.

12.10 Corrective Action Required

Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.

1. Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).
2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.
3. Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.

13.0 Data and Information Handling

13.1 Applicability

Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

13.2 Data Protection and Confidentiality of Information

Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
2. Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.

13.3 Personally Identifiable Information.

Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees' or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract.

For purposes of this paragraph:

1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information*; and
2. "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P* 2180*.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

NOTE (1): For convenience of reference only, the OMB memorandum is available at:

https://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf

NOTE (2): For convenience of reference only, the GSA directive is available at:

http://www.gsa.gov/portal/directive/d0/content/658222

13.4 Protected Health Information

Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;
2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in *(1)* above; and
3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in *(1)* above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at:

http://www.hhs.gov/hipaa/for-professionals/privacy/index.html

14.0 Information Technology Work

14.1 Applicability

Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined In A.R.S. § 41-3501(6) 6: " . . . computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.

14.2 Background Checks

Each of Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S § 41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.

14.3 Information Access

14.3.1 SYSTEM MEASURES. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.

14.3.2 INDIVIDUAL MEASURES. Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.

14.3.3 ACCESS CONTROL. Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in

the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.

14.4 Pass-Through Indemnity

14.4.1 INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.

14.4.2 NOTIFY OF CLAIMS. State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:

(a) State reserves the right to elect to participate in the action at its own expense;

(b) State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and

(c) State shall in any case cooperate in the defense and any related settlement negotiations.

14.5 Systems and Controls

In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

14.6 Redress of Infringement

14.6.1 REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Contractor shall at its sole cost and expense and in consultation with State either:

(a) replace any infringing items with non-infringing ones;

(b) obtain for State the right to continue using the infringing items; or

(c) modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.

14.6.2 CANCELLATION OPTION. In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Purchase Order or terminate the Contract and Contractor shall take back the infringing items. If State does cancel the Purchase Order or terminate the Contract, Contractor shall refund to State:

(a) for any software created for State under the Contract, the amount State paid to Contactor for creating it;

(b) for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and

(c) for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.

14.6.3. EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:

(a) modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;

(b) operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or

(c) combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

14.7 First Party Liability Limitation

14.7.1 LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of $1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.

14.7.2 PROVISOS. This paragraph 14.7 limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph 14.7 does not limit liability arising from any:

(a) Indemnified Claim against which Contractor has indemnified State Indemnitees;

(b) claim against which Contractor has indemnified State Indemnitees; or

(c) provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

14.7.2 PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Purchase Order (or if no Purchase Order applies), then "purchase price" in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all change orders or other forms of Contract Amendment having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Purchase Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Purchase Order.

14.7.3 NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

14.8 Information Technology Warranty

14.8.1 SPECIFIED DESIGN. Where the Scope of Work for information technology Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

(a) modified or altered by anyone not authorized by Contractor to do so;

(b) maintained in a way inconsistent to any applicable manufacturer recommendations; or

(c) operated in a manner not within its intended use or environment.

14.8.2 COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

(a) to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;

(b) the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code

that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and

(c) it will provide a new or clean install of any COTS software that State has reason to believes contains harmful code.

14.8.3 PAYMENT HAS NO EFFECT. The warranties in this paragraph are not affected by State's inspection, testing, or payment.

14.9 Specific Remedies

Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability. If none of the forgoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

14.10 Section 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

14.11 Cloud Applications

The following are required for Contractor of any "cloud" solution that hosts State data outside of the State's network, or transmits and/or receives State data.

1. Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: https://aset.az.gov/resources/policies-standards-and-procedures, and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.
2. State reserves the right to conduct Penetration tests or hire a third party to conduct penetration tests of the Contractor's application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.
3. Contractor must submit copy of system logs from cloud system to State of AZ security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.

15.0 Agency Contract Administration and Operations – Department of Corrections

15.1 Drug Testing Program

The Contractor shall implement a drug and alcohol testing program for applicants, employees and volunteers, at no additional cost to the Department. The Contractor shall ensure that all subcontractors implement the same drug and alcohol testing program required by the Department. The program shall meet the requirements of Department Order 522, Drug-Free Workplace.

15.2 Department Policies and Procedures

The contractor shall follow all Department policies, procedures and Department Orders (DO) and Directors Instruction (DI) i.e., drug-free workplace, dress code, grooming, etc. The policies, procedures, DO and DI are available on the following website www.azcorrections.gov.

15.3 Notice Warning

Any person who takes into or out of or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statues. All persons, including, employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles,

Authority	A.R.S. §13-2501:
	A.R.S. §13-2505
	ADC Department Order 708

15.4 Contraband

Contraband means any dangerous drug, narcotic drug, intoxicating liquor or any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e., marijuana, nonprescription medications, etc.)

Promoting prison contraband A.R.S. § 13-2505:

A person, not otherwise authorized by law, commits promoting prison contraband:

a. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or

b. By knowingly conveying contraband to any persons confined in a correctional facility; or

c. By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Promoting Prison Contraband is a Class 5 felony.

Authority	A.R.S. § 13-2501
	A.R.S. § 13-2505
	ADC Department Order 70814.4.2

15.5 Rules and Regulations

15.5.1 Attention of the Offerors is called to the requirements specified in **Attachment 6**, Rules for Non-Employees of the Department of Corrections in Arizona State Prison Complexes which shall be adhered to in all respects.

15.5.2 Should the Contractor require signatures of other parties such as subcontractor or persons directly or indirectly employed by the Contractor, it shall be the Contractor's responsibility to obtain such signatures. The signed document must be submitted within ten (10) days of notification of intent to award.

15.6 Unlawful Sexual Conduct

15.6.1 A person – who is employed by the State Department of Corrections or the Department of Juvenile Corrections; is employed by a private prison facility or a city or county jail; Contracts to provide services with the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail; is an official visitor, volunteer or agency representative of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail – commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county.

15.6.2 This section does not apply to a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to the State Department of Corrections or was incarcerated in a city or county jail.

15.6.3 Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.

15.6.4 Unlawful sexual conduct; correctional facilities; classification; Definition A.R.S. §13-1419.

15.7 Federal Prison Rape Elimination Act 2003

15.7.1 The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003.14.7.2

End of Section 2-C

SECTION 2-D:

Uniform Terms and Conditions

Version 2018 (2/1/2018)

1.0 Definition of Terms

1.1	**Acceptance**	"Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract.
1.2	**Accepted Offer**	If State did not request a Revised Offer, then "Vendor Offer" means the Initial Offer. If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer. If State requested a Best and Final Offer, then "Accepted Offer" means the latest Best and Final Offer.
1.3	**Arizona Procurement Code; A.R.S.; A.A.C.**	The "Arizona Procurement Code, "A.R.S.," and "A.A.C." refers to Arizona Revised Statutes ("A.R.S.") § 41-2501, *et seq.*, and the rules promulgated thereunder, Arizona Administrative Code ("A.A.C.") R2-7-101, *et. seq.*
1.4	**Arizona TPT**	"Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at: https://www.azdor.gov/business/transactionprivilegetax.aspx.
1.5	**Attachment**	"Attachment" means any item that: 4. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO); 5. was attached to an Offer when submitted; and 6. was included in the Accepted Offer.
1.6	**Contract**	"Contract" " means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments or authorized Purchase Orders.
1.7	**Contract Amendment**	"Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. Only the Procurement Officer responsible for this Contract has the authority to modify or amend this Contract. In ProcureAZ, the term "Change Order" has the same meaning as "Contract Amendment".
1.8	**Contract Terms and Conditions**	"Contract Terms and Conditions" means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.
1.9	**Contractor**	"Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.
1.10	**Contractor Indemnitor**	"Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, volunteers or Subcontractors.

1.11	**eProcurement System (currently ProcureAZ)**	"eProcurement System" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy. This eProcurement System may be subject to change. The State's current eProcurement system is "ProcureAZ." The current version of the ADOA policy regarding the State's eProcurement System is *Technical Bulletin No. 020, ProcureAZ – The Official State eProcurement System*. NOTE (1): Technical Bulletin No. 020 is available online at: https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations NOTE (2): The URL for ProcureAZ itself is: https://procure.az.gov/
1.12	**Gratuity**	"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
1.13	**Indemnified Basic Claims**	"Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorney fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.2.
1.14	**Instructions to Offerors**	"Instructions to Offerors" is Section 3-a of Part 3 of the Solicitation Documents.
1.15	**Materials**	"Materials" has the meaning given in A.R.S. § 41-2503(7). Materials includes software, except that if software is sold or provided as a service, then to the extent it consists of encoded information or computer instructions it is included in "Materials" and to the extent it is a service it described in "Services" below.
1.16	**Offer: Initial Offer; Revised Offer; Best and Final Offer (BAFO)**	"Initial Offer" means, per A.A.C. R2-7-101(33), Offeror's proposal submitted to State in response to the Solicitation, as initially submitted. "Revised Offer" means any revised versions of the Initial Offer that Offeror has submitted to State at State's request as permitted under A.A.C. R2-7-C314 and R2-7-C315. "Best and Final Offer" ("BAFO") means, per A.A.C. R2-7-101(8), the Revised Offer submitted after negotiations have been completed that contain Offeror's most favorable terms for price, service, and products to be delivered. Reference to "an Offer, "the Offer," or "your Offer" means any of the Initial Offer, a Revised Offer, or the Best and Final Offer.
1.17	**Pricing Document**	"Pricing Document" means Section 2-B of Part 2 of the Solicitation Documents, provided that, if there is no such Section in the Contract, then "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
1.18	**Procurement Officer**	"Procurement Officer" means the person, or his or her designee, who has been duly authorized by the State to enter into and administer the Contract and to make written determinations with respect to the Contract. Procurement Officer is as identified on the Acceptance unless subsequently changed by Contract Amendment.
1.19	**Purchase Order**	"Purchase Order" means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Purchase Order or many Purchase Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being a "Purchase Order": 1. "Release" or "Release Purchase Order" in ProcureAZ;

2. "task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in ProcureAZ; or
3. "purchase order" for buying by Co-Op Buyers, if co-op buying applies.

1.20 Services

"Services" has the meaning given in A.R.S. § 41-2503(35), Services include the service aspect s of software described in the definition of "Materials" above.

1.21 Specification

"Specification" has the meaning given in A.R.S. § 41-2561. Specifications (if any are included in the Contract), are indexed in the Scope of Work and could be bound separately from the other documents forming the Contract.

1.22 State

With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Purchase Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Purchase Order.

1.23 State Fiscal Year

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

1.24 State Indemnitees

"State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.

1.25 Subcontract

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

1.26 Subcontractor

"Subcontractor" has the meaning given in A.R.S. § 41-2503(38).

1.27 Work

"Work" means the totality of the provision of Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2.0 Contract Interpretation

2.1 Arizona Law

The Contract is governed by, and is to be interpreted in accordance with, the laws of the State of Arizona, including, but not limited to the Arizona Procurement Code, without consideration of conflict of laws principles.

2.2 Implied Terms

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

2.3 Contract Order of Precedence

COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary and all provisions are to be interpreted as a single, united Contract. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, the Contract documents and their provisions are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions within the same sub-section below, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

(a) Contract Amendments;

(b) the Solicitation Documents, in the order:

(1) Special Terms and Conditions;

(2) Exhibits to the Special Terms and Conditions;

(3) Uniform Terms and Conditions;
(4) Scope of Work;
(5) Exhibits to the Scope of Work;
(6) Pricing Document;
(7) Exhibits to the Pricing Document;
(8) Specifications; and
(9) any other documents referenced or included in the Solicitation;

(c) Orders, in reverse chronological order; and

(d) Accepted Offer.

2.4 Severability

The provisions of this Contract are severable to the extent allowed under Arizona Contract Law. Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the Contract and will not affect any other term or condition of the Contract..

2.5 Complete Integration

The Contract, including any documents incorporated into the Contract by reference and any authorized Contract Amendments and Orders, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract. No course of prior dealings between the parties shall supplement or explain any terms used in this document and no other understanding either oral or in writing can independently bind the State to changes to the Contract.

2.6 Independent Contractor

Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

2.7 No Waiver of Rights

Either party's failure to insist on strict performance of any term or condition of the Contract is not, and is not to be construed as being, nor will it be deemed, a waiver of that term or condition or a bar to, or diminishment of the right of, subsequent enforcement of any term or condition.

3.0 Contract Administration and Operation

3.1 Books and Records; Audit

3.1.1 RETAIN RECORDS. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.

3.1.2 RIGHT TO AUDIT. The retained books and records are subject to audit by State during that period. By A.R.S. § § 35-214 and-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.1.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.1.1 and 3.1.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities. Any person who obstructs or impairs an audit being conducted or about to be conducted in relation to and Contract or Subcontract with the State may be found guilty of a Class 5 Felony under A.R.S. § 35-215.

3.2 Non-Discrimination

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Contractor Licenses

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.

3.4 Inspection and Testing

By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor's or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

3.5 Notices and Correspondence

3.5.1 TO CONTRACTOR. State shall:

(a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding ProcureAZ Vendor Profile; and

(b) address notices to Contractor to the "Contractor Name and Title" at the "Mailing Address" indicated in the Contract

3.5.2 TO STATE. Contractor shall :

(a) address all Contract correspondence, other than notices, to the email address indicated in "Contact Instructions" in the ProcureAZ Summary for State; and

(b) address any required notices to State to Procurement Officer identified as "Purchaser" in the ProcureAZ Summary at the following mailing address:

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

3.5.3 CHANGES. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.

3.6 Signing of Contract Amendments

Contractor's counter-signature – or "approval" in ProcureAZ, in the case of a Change Order – is not required to give effect if the Contract Amendment only covers either:

4. extension of the term of the Contract within the maximum aggregate term;
5. revision to Procurement Officer appointment or contact information; or
6. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in *(1)*, *(2)*, and *(3)* above, both parties' signature – or "approval" in ProcureAZ, in the case of a Change Order – are required to give it effect.

3.7 Click-Through Terms and Conditions

If either party uses a web based ordering system, an electronic purchase order system, an electronic purchase order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor hereby acknowledges and agrees that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized

State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.8 Ownership of Intellectual Property

3.8.1 RIGHTS IN WORK PRODUCT. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

(a) "Government Purpose Rights" are:

i. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;

ii. the right to release or disclose that work product to third parties for any State government purpose; and

iii. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

(b) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

3.8.2 JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.8.3 PRE-EXISTING MATERIAL. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.8.1 above, and will remain the exclusive property of Contractor, provided that any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product.

3.9 Subcontracts

3.9.1 INITIAL LIST. At the time of Contract execution, Contractor may have listed prospective Subcontractors in Attachment 3-C to the Vendor Offer [*Proposed Subcontractors*]. If a Subcontractor is on this initial list in a Vendor Offer, then the Contractor has the Procurement Officer's advance consent to enter into a Subcontract with each listed candidate.

3.9.2 ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on Attachment 3-C at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case *(a)* or *(b)*, Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.

3.9.3 FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.10 E-Verify Requirements

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. Contractor acknowledges and agrees that under A.R.S. § 41-4401, State retains the legal right to inspect papers of any Contractor employee who works under the Contract to ensure compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract.

3.11 Offshore Performance of Certain Work Prohibited

Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.

3.12 Purchase Orders

3.12.1 PURCHASE ORDER SUFFICIENCY. A Purchase Order issued by an authorized person that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Purchase Order.

3.12.2 PURCHASE ORDER TERMS. All Purchase Orders are subject to the Contract Terms and Conditions; a Purchase Order cannot modify the Contract Terms and Conditions.

3.12.3 PURCHASE ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Purchase Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Purchase Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Purchase Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.

3.12.4 SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Purchase Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract and (b) the Contract was created in ProcureAZ as something other than a "Master/ Blanket" type.

3.12.5 NO MINIMUMS OR COMMITMENTS. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Purchase Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Purchase Orders; and (d) State is not limited as to the number of Purchase Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Purchase Order or, if applicable, a Co-Op Buyer issues it.

3.12.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

3.13 Other Contractors

State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's

employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work.

3.14 Work on State Premises

3.14.1 COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. Contractor shall comply with State security requirements in order to deliver, install, or perform at that particular location, without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract.

3.14.2 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall promptly repair or replace any damage it caused and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*].

3.15 Advertising, Publishing and Promotion of Contract

Contractor shall not advertise, promote, or otherwise use information concerning the Contractor commercial benefit without the prior written approval of Procurement Officer, which approval Procurement Officer may withhold at his or her discretion.

4.0 Costs and Payments

4.1 Payments

4.1.1 PAYMENT DEADLINE. State shall make payments in compliance with Arizona Revised Statues Titles 35 and 41. Unless stated otherwise in the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in ProcureAZ and provided a current IRS Form W-9 or an equivalent form to the State unless excused by law from providing one.

4.1.2 PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Vendor Offer.

4.2 Applicable Taxes

4.2.1 CONTRACTOR TO PAY ALL TAXES. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

4.2.2 TAX INDEMNITY. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well any

related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

4.3 Availability of Funds for the Next State fiscal year

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

4.4 Availability of Funds for the current State fiscal year

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

4.4.1. Accept a decrease in price offered by the contractor;

4.4.2. Cancel the Contract; or

4.4.3. Cancel the contract and re-solicit the requirements

5.0 Contract Changes

5.1 Amendments

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

5.2 Assignment and Delegation

5.2.1 IN WHOLE. Contractor shall not assign or delegate its duties under the Contract, in whole or in part, without Procurement Officer's prior written consent; Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

5.2.2 IN PART. Subject to paragraph 3.9 (*Subcontracts*) with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

6.0 Risk and Liability

6.1 Risk of Loss

Contractor shall bear all risk of loss to Materials if, and as, those duties are within the scope of the Work, until they have been accepted as conforming by State in the manner specified in the Purchase Order, or as specified generally elsewhere in the Contract if the Purchase Order does not provide particulars. Risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2 Basic Indemnification

6.2.1 CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless State Indemnitees from Indemnified Basic Claims that: (a) are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor Indemnitor; (b) arise out of or are recovered under worker compensation laws; and/or (c) arise out of a Contractor Indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor Indemnitors shall indemnify the relevant State Indemnitees from and against Indemnified Basic Claims in all instances except where the Indemnified Basic Claim

arises solely from those State Indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor Indemnitors with respect to State Indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor Indemnitors. In consideration of the award of the Contract by a State Indemnitee, Contractor hereby waives all rights of subrogation against State Indemnities for losses arising from the Work.

If Contractor is a public agency, this paragraph does not apply and subparagraph 6.2.1 below applies instead.

6.2.2 PUBLIC AGENCY. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

6.2.3 If Contractor is not a public agency, this paragraph does not apply and subparagraph above applies instead.

6.3 Patent and Copyright Indemnification

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorney fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
3. State may elect to participate in such action at its own expense; and
4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this paragraph 6.3 does not apply.

6.4 Force Majeure

6.4.1 DEFINITION. For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.10 (*Performance in Public Health Emergency)*, declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

6.4.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party

shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

6.4.3 EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

6.4.4 DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.

6.5 Third Party Antitrust Violations

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

7.0 Warranties

7.1 Liens

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

7.2 Conformity to Requirements

Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.

7.3 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for 1 (one) year after acceptance by the State of the materials, they shall be:

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

7.3.2. Fit for the intended purposes for which the materials are used;

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

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

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

7.4 Inspection/Testing

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

7.5 Compliance with Laws

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

7.6 Survival of Rights and Obligations after Contract Expiration or Termination

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

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

7.7 Contractor Personnel

Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.8 Intellectual Property

Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

7.9 Operational Continuity

Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.2 (*Assignment and Delegation*) that expressly recognizes the event.

7.10 Performance in Public Health Emergency

Contractor warrants that it will:

1. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and
2. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.4 (*Force Majeure*) for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.

7.11 Lobbying

7.11.1 PROHIBITION.

(a) Contractor warrants that:

i. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and

ii. upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

(b) Contractor shall implement and maintain adequate controls to assure compliance with *(a)* above.

(c) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.11.2 EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

8.0 State's Contractual Remedies

8.1 Right to Assurance

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

8.2 Stop Work Order

8.2.1. The State may, at any time, by written order to the Contractor (the "Stop Work Order"), require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State in the Stop Work Order. The order shall be specifically identified as a Stop Work Order issued under this clause. Upon receipt of the Stop Work 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 Stop Work Order during the period of work stoppage.

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

8.3 Non-exclusive Remedies

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

8.4 Nonconforming Tender

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

8.5 Right of Offset

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

9.0 Contract Termination

9.1 Cancellation for Conflict of Interests

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

9.2	**Gratuities**	The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
9.3	**Suspension or Debarment**	The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
9.4	**Termination for Convenience**	The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.
9.5	**Termination for Default**	9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor. 9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand. 9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
9.6	**Continuation of Performance Through Termination**	The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10.0 Contract Claims

10.1	**Claim Resolution**	Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to the Arizona Procurement Code, including judicial review under A.R.S. § 12-1518.
10.2	**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).

End of Section 2-D

End of Part 2

Attachment 3-C

Proposed Subcontractors

Check "NO" if you **WILL NOT** subcontract any portion of the Work and will therefore be carrying out all of the Work with your own personnel.

○	NO, the Offeror will not subcontract any portion of the Work.

If you WILL subcontract any portion of the Work, check "YES" below and list name of persons or companies you propose to use as subcontractors.

1. Fill in the information for every significant subcontractor – indicate the type of work the subcontractor will perform under the Contract, and their approximate percentage of the total Contract work.
2. Provide copies of relevant certifications each one possesses in the Attachment Supplements section.
3. Provide description of quality assurance methods and quality control measures that you will use to ensure that Subcontractor work meets the Contract requirements.
4. State may demand additional information about proposed subcontractors as a precondition of award.

●	YES, the Offeror will use the Subcontractors listed below:

	Name and contact information	Small Business	Work to be performed	%
1.	Gila Electronics 2481 E Palo Verde St Yuma, AZ 85365 (928) 726-0896	YES	Front-line sales, support, engineering, and field service as a regional Manufacturer's Representative ("MR") of Motorola serving primarily Yuma, La Paz, and Mohave counties.	5
2.	ADW Communications 14350 N 87th St #145 Scottsdale, AZ 85260 (480) 291-6820	YES	Provides turnkey project management, engineering, and construction services for wireless infrastructure.	5
3.	Mangum Civil Constructors, Inc., 1075 E Salter Dr Phoenix, AZ 85024 (602) 466-3926	YES	Full range of construction and technical services in the general and wireless construction industry and are an "In-House" builder with it's own civil, tower, DC and fiber crews	5
4.	High Desert Communications, Inc., 372 W Cullumber Ave Gilbert, AZ 8523 (480) 632-0020	NO	Full service communication site/tower design, engineering, installation, and ongoing support.	5
5.	NB Construction, Inc., 16602 N 23rd Ave Ste 111 Phoenix, AZ 85023 (480) 947-3599	NO	Provider of wireless communications site development services for government, enterprise and commercial carriers.	5

6.	Arizona West Builders, Inc., 7515 S Atwood Mesa, AZ 85212 (480) 988-3630	NO	Licensed general contractor that specializes in "turn-key" construction and maintenance solutions for the cellular industry including tower erection, foundations, excavations, electrical, RF and microwave installation/services, site surveys, power and Telco coordination services.	5
7.	Pyramid Network Services, LLC. 6615 Towpath Road East Syracuse, NY 13057 (315) 701-1300	NO	Pyramid is Motorola Solutions largest preferred vendor for site development services across the United States and Canada, and has completed over 340 distinct public safety projects. Pyramid Network Services—is a leading nationwide turnkey communications systems contractor delivering cost effective solutions to design, develop and deploy wireless communications networks for both commercial carriers AND Federal, State, & Local public safety agencies.	5

End of Attachment 3-C

Attachment 5-B
Conformance Statements

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ PARAGRAPH **ERROR! REFERENCE SOURCE NOT FOUND.** OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

CONFORMANCE TO THE INSTRUCTIONS:
(PART 3 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

○ YES – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents and attests that its Offer complies with both.

● NO – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 1**.

CONFORMANCE TO THE TECHNICAL DOCUMENTS:
(PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

○ YES – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both.

● NO – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 2**.

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS:
(PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

○ YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices, in Part 2 of the Solicitation Documents and attests that its Offer complies with both.

● NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 3**.

ATTACHMENT 5-B Supplement No. 1:

Exceptions to Instructions

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 1-A: Solicitation Details		
x	x	x
x	x	x
x	x	x
Section 1-B: Instructions to Offerors		
6.3 Cost or Pricing Data	Pursuant to A.R.S § 41-2543 per A.A.C. R2-7-702(B)(2), Motorola certifies to the best of its knowledge and belief the pricing provided within its response is accurate, complete and current. Motorola will cooperate with reasonable requests for pricing validity information but will not be required to provide its internal cost and pricing data which it considers confidential and proprietary information.	9.16.19 See attached Change Log to Attachment 5-B Exceptions, ("5-B Change Log").

Motorola Solutions, Inc.

Company Name

Signature of Person Authorized to Sign

NOTE: Offeror must sign and return all Attachment 5-B Supplements Nos. 1 – 3 (even if not submitting exceptions)

ATTACHMENT 5-B Supplement No. 2:

Exceptions to Technical and Commercial

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 2-A: Scope of Work (Technical Document)		
2.49.4 E&M / DC Control	Comply with clarification, No DC Control, Exception on DC Contact Keying	9.16.19 See attached 5-B Change Log for all Section 2-A.
2.52.1 Physical Construction	Comply w/ one exception 36.8 lbs x	
2.52.5	Exception 10Mhz to 1050Mhz (useable from 100kHz); Optional to 2700MHz	
2.55.1 x	Exception 10Mhz to 1050Mhz (useable from 100kHz); Optional to 2700MHz	
3.23.1x	Exception- PTP820 doesn't provide way-side service channel.	
3.37 Feed Connection	Exception-TNC connectors	
3.39.1	Exception – 100/200KHz options not supported (OK) - cnReach is a software defined radio. In 900 MHz MAS band current max bandwidth is 50 kHz but 100/200 kHz channels can be added via roadmap.	
Capacity Received Signal Level (RSL) in dBm (c) 28 - DS-1 / 10 MHz -73 76 73 76 77	Exception-not offered	
Capacity Received Signal Level (RSL) in dBm d) 84 - DS-1 / 30 MHz -68 72 69 71 73	Exception not offered	

Capacity Received Signal Level (RSL) in dBm (b) 28 - DS-1 / 10 MHz -80	Exception not offered	
Capacity Received Signal Level (RSL) in dBm (c) 84 - DS-1 / 30 MHz -67 73	Exception not offered	
Capacity Received Signal Level (RSL) in dBm (b) 28 - DS-1 - 78	Exception not offered	
Capacity Received Signal Level (RSL) in dBm (c) 84 - DS-1 - 68 73	Exception not offered	
4.5.1	**Exception-Motorola has a 2-yr standard warranty on microwave and LMR antennas. If any products are discontinued Motorola will be able to provide spare parts and repair for a period of 7 yrs.**	
5.15.12	Motorola does not support DC control	
5.16.2 Panel Wiring/Remote Electronic Circuitry- FPD consoles (a)	Exception CAT5e cable range is only 100 mts. However, Motorola can provide a fiber link to connect the base station to the Conventional interface.	
5.16.2 Panel Wiring/Remote Electronic Circuitry- FPD consoles (b)	Exception CAT5e cable range is only 100 mts. However, Motorola can provide a fiber link to connect the base station to the Conventional interface.	
5.16.5 Maintainability (a)	Exception Motorola's CCGWs can support from 1 to 8 channels per module.	

Section 2-B: Commercial Document

Section 2.1 Contractor Best Pricing	Motorola takes exception to this provision and requires its removal.	Motorola Solutions builds communication equipment, systems and solutions that do not fit within a standard conventional pricing framework. Due to the unique pricing and design specifications for each customer's communication equipment, system and solution requirements, Motorola Solutions cannot guarantee that the pricing offered in this proposal is no higher or lower than prices offered to other customers. 9.16.19 See attached x5-B Change Log.

Motorola Solutions, Inc.

Company Name

Signature of Person Authorized to Sign

NOTE: Offeror must sign and return all Attachment 5-B Supplements Nos. 1 – 3 (even if not submitting exceptions)

ATTACHMENT 5-B Supplement No. 3:

Exceptions to Contract Terms & Conditions

Article/ Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 3-A: Special Terms & Conditions		
Section 6.1 Contractor Insurance Indemnification Clause	Motorola complies with the general indemnification described in this section subject to removing the words “or intangible” and “arising or recovered under the Worker’s Compensation Law”.	Motorola believes that Workers Compensation is provided for and covered in Subsection 6.1.3. The proposed edits are consistent with the indemnification language agreed by the State in previous contracts, including ADSPO13-036880. 9.16.19 See attached 5-B Change Log
Section 6.1 Contractor Insurance-Insurance Requirements	Please see the attached proposed modifications for how Motorola can comply with the State's insurance requirements	The parties have previously negotiated an insurance module in the Arizona Department of Transportation Solicitation # T11-43-00008, agreed as applicable to ADSPO13-036880. Motorola’s Corporate Insurance Department believes that the changes it has made to this section are in line with what has been previously negotiated and agreed upon between the State and Motorola. 9.16.19 see attached 5-B Change Log
Section 13.1 Applicability	Motorola complies with the language with the removal of the words 'or from others at State's behest.'	It is unclear if Motorola has a contractual relationship with the 3rd party. 9.16.19 See attached 5-B Change Log

Section 13.2 Data Protection & Confidentiality	Motorola proposes the following language in lieu of the RFP language: Contractor warrants that, to the extent the Work includes (1) or (2) above, it will establish and maintain procedures and controls for ensuring that State's proprietary and sensitve data is protected from unauthorized access and that information obtained from the State in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. Contractor, the third party manufacturer, and the copyright owner of any non-Contractor software own and retain all of their repective proprietary rights in the equipment and software, and nothing in this Article 13 is intended to restrict their proprietary rights. All intellectual property developed, originated, or prepared by Contractor in connection with providing to State the Work remain vested exclusively in Contractor, and this Article 13 does not grant to State, either directly or by implication, estoppel, or otherwise, any right, title or interest in Contractor's Proprietary Rights.	The RFP language "all data created by Contractor" in the next to last sentence of the first paragraph in this section implies transfer of IP rights, which is not contemplated in the work Motorola would be performing. 9.16.19 See attached 5-B Change Log.
Section 13.2.1 Data Protection & Confidentiality	Motorola complies with the language in 13.2.1.a and b with the following suggested modifications: (1) with the replacement of 'immediately' with 'promptly' and (2) in 13.2.1.b with the insertion of 'reasonably' at the beginning of the statement. Motorola takes exception to 13.2.c and requests its removal.	Motorola requests these modifications to be in line with industry standard language. Regarding 13.2.c., it is not reasonably practicable to notify the State to every possible threat which might affect the system. 9.16.19 See attached 5-B Change Log.
Section 13.2.2 Data Protection & Confidentiality	**Motorola complies with the language in 13.2.2.a with the insertion of 'except as required by law' a the beginning of the statement.**	**Motorola requests these modifications to be in line with industry standard language.** 9.16.19 See attached 5-B Change Log.
Section 13.3.2 Personally Identifiable Information	**Motorola clarifies that it maintains industry standard security measures to protect the Solution from intrusion, breach, corruption, or other security risk. Please see Section 4.1 of the attached Subscription Services Addendum for more information on Motorola's compliance with security standards.**	**Motorola asserts it is CJIS compliant.** 9.16.19 See attached 5-B Change Log.

Section 14.3.3 Access Control	**Motorola proposes the inclusion of the following language within this section: To the extent permitted by law, State retains ownership of State Data. State grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such State Data for the purpose of providing the Subscription Services to State, other Motorola customers and end users. In addition to the rights listed above, State grants Motorola a license to sell an Anonymized version of State Data for any purpose.**	**Motorola requests the ability to retain rights to use anonymized and derivative data for purposes of improving its product.** 9.16.19 See attached 5-B Change Log.
Section 14.4 Pass-through Indemnity	**Motorola proposes the language in Section 3 of the Additional Provisions in place of the RFP language regarding infringement indemnity:**	**Motorola requests the use of its standard intellectual properity infringement indemnities for its solutions.** 9.16.19 See attached 5-B Change Log.
Section 14.8.2.b Information Technology Warranty	**Motorola proposes the following language in lieu of the RFP: At Customer's request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Motorola will respond to any reported problem as an escalated support call.**	**As is industry standard, Motorola does not provide a warranty against worms and viruses.** 9.16.19 See attached 5-B Change Log.
Section 14.11.2 Cloud Applications	**Motorola requests 'serious flaws' be expressly defined. Motorola will not allow either State or third-party penetration testing from within Motorola's system**	**Requested definition to clarify between the parties what errors are agreed as serious meriting correction. Motorola's security policies do not allow outside-Motorola entities access to Motorola's internal system for penetration testing.** 9.16.19 See attached 5-B Change Log.

Section 14.11.3 Cloud Applications	**Motorola proposes the following language: Contract will submit a copy of system logs specific to the State from cloud system to State of AZ security team on an annual basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).**	**Motorola requests clarity on what logs are being requested and the proposed regularity of such requests.** 9.16.19 See attached 5-B Change Log.
Section 15.1 Drug Testing Program	**Motorola affirms that all employees are required to submit to a five-panel drug screen at the time of hire, where permitted by law. If Motorola is awarded the contract, Motorola agrees to discuss the need for additional drug tests of Motorola employees and to negotiate a contractual provision that is mutually acceptable and compliant with applicable law. However, in no event can Motorola agree to waive the rights of its employees, nor can Motorola provide the Customer with any information protected by law, including but not limited to drug test results.**	**Motorola cannot agree to waive the rights of its employees or to providing information protected by law, including drug test results.** 9.16.19 See attached 5-B Change Log.

Article/ Paragraph or Appendix Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 3-B: Uniform Terms & Conditions		
Section 3.1 Books and Records; Audit	Motorola understands and will comply with all applicable Arizona statutes with the clarifying assertion that Motorola considers its books and records, including those related to product cost data, to be trade secrets, confidential or proprietary and as may be provided by Arizona law, should not be used, duplicated or disclosed to any other third party.	Motorola considers its internal books and records confidential and proprietary information. 9.16.19 See attached 5-B Change Log.

Section 3.4 Inspection and Testing	Motorola acknowledges the State's right to inspect materials, equipment and workmanship at Motorola manufacturing or staging facilities for the limited purpose of evaluating Motorola's performance of this Agreement. Motorola requires thirty days' written notice prior to the inspection of any facility and the State will be responsible for its own costs associated with such inspection. Motorola will restrict inspection of its facilities to areas that are relevant to the performance of the Contract, and to areas which Motorola Solutions does not consider confidential or proprietary in nature. A Motorola representative must accompany State's employees at all times."	Motorola requires sufficient notice of State's intent to inspect Motorola facilities. 9.16.19 See attached 5-B Change Log.
Section 3.8 Ownership of Intellectual Property	It is Motorola's understanding from past dealings with the State Procurement Office that the State is not interested in obtaining ownership interest in any intellectual property and accordingly, these sections, or any other section that may give ownership rights in intellectual property, are not applicable and be of no cause and effect in this contract.	Motorola is providing products and services that are commercially available to any customer and does not intend to perform any Works For Hire. The Pricing included in Motorola's proposal does not reflect the transfer of any intellectual property rights to the State. If performance results in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), such Discoveries and the intellectual property embodied therein will be owned exclusively by Motorola. If subsequently the State elects to purchase and Motorola elects to sell development services that are intended to result in a new product to be owned by the State, the parties will execute a separate development or Work for Hire agreement. 9.16.19 See attached 5-B Change Log.

Section 6.2 Basic Indemnification	Motorola proposes that all indemnification be handled as provided for in Subsection 6.1- Indemnification of the Special Terms and Conditions.	Motorola believes that Workers Compensation is provided for and covered in Subsection 6.1.3 of the Special Terms and Conditions in Section 2-C. The proposed edits are consistent with the indemnification language agreed by the State in previous contracts, including ADSPO13-036880. 9.16.19 See attached 5-B Change Log.
Section 6.3 Patent and Copyright Indemnification	Please see Section 3 of the attached Additional Provisions which describe Motorola's IP Infringement Indemnifications.	Motorola requests the use of its standard intellectual properity infringement indemnities for its solutions. 9.16.19 See attached 5-B Change Log.
Section 7.2 and 7.3 Conformity and Quality	Please see the attached Section 1 of the Additional Provisions below which explain Motorola's suggested way to address warranty which is in a like manner as in the current contracts between the parties for similar products (i) ADSPO13-036613 and (ii) ADSPO13-036880.	Motorola proposes addressing the State's warranty requirements in a manner consistent with previous contracts. 9.16.19 See attached 5-B Change Log.
Section 9.5.3 Termination for Default	Motorola complies subject to excess costs being reasonable and for materials and services not exceeding that specified in the contract less the unpaid portion of the contract price.	Motorola proposes the suggested modifications to clarify termination costs to be reasonable. 9.16.19 See attached 5-B Change Log.
5C Insurance Certificate	Please see Motorola's Evidence of Coverage Certificate and modifications to the Special Terms and Conditions, Section 6.2, for Motorola's coverage details. Motorola agrees all COI, endorsements and waivers must be valid and provided via email to State Contract Manager within 30 days of contract execution and before any work commences. Motorola's surety requires a signed agreement prior to issuing COI.	9.16.19 See attached 5-B Change Log.

Motorola Solutions, Inc.

Company Name | Signature of Person Authorized to Sign

NOTE: Offeror must sign and return all Attachment 5-B Supplements Nos. 1 – 3 (even if not submitting exceptions)

End of Attachment 5-B

State Response to Exceptions
Motorola Change Log/Revised Attachment 5-B Exceptions 9.16.19

ATTACHMENT 5-B Supplement No. 1:

Exceptions to Instructions

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change	State Response	Vendor Response
Section 1-A: Solicitation Details				
x	None	x		
Section 1-B: Instructions to Offerors				
6.3 Cost or Pricing Data	Pursuant to A.R.S § 41-2543 per A.A.C. R2-7-702(B)(2), Motorola certifies to the best of its knowledge and belief the pricing provided within its response is accurate, complete and current. Motorola will cooperate with reasonable requests for pricing validity information but will not be required to provide its internal cost and pricing data which it considers confidential and proprietary information.	Public exposure of Motorola's internal costs and pricing would put it at a severe competitive disadvantage.	Rejected, exception not accepted. Catalog/list pricing along with % off list data is required as part of soliciataion and is not considered confdential per R2-7-103.	7/25/19 Motorola verbally agreed 8-8-19 Motorola concurs

ATTACHMENT 5-B Supplement No. 2:

Exceptions to Technical and Commercial

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change	State Response	
Section 2-A: Scope of Work (Technical Document)				**8/28/19 Motorola agreed with the State's responses to Motorola's clarifications and exceptions in this Section 2-A**
2.49.4 E&M / DC Control	Comply with clarification, No DC Control, Exception on DC Contact Keying	x	Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
2.52.1 Physical Construction	Comply w/ one exception 36.8 lbs x	x	Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
2.52.5	Exception 10Mhz to 1050Mhz (useable from 100kHz); Optional to 2700MHz	x	Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
2.55.1 X	Exception 10Mhz to 1050Mhz (useable from 100kHz); Optional to 2700MHz		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
3.23.1x	Exception- PTP820 doesn't provide way-side service channel.		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
3.37 Feed Connection	Exception-TNC connectors		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed

3.39.1	Exception – 100/200KHz options not supported (OK) - cnReach is a software defined radio. In 900 MHz MAS band current max bandwidth is 50 kHz but 100/200 kHz channels can be added via roadmap.		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
Capacity Received Signal Level (RSL) in dBm (c) 28 - DS-1 / 10 MHz -73 76 73 76 77	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
Capacity Received Signal Level (RSL) in dBm d) 84 - DS-1 / 30 MHz -68 72 69 71 73	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
Capacity Received Signal Level (RSL) in dBm (b) 28 - DS-1 / 10 MHz -80	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
Capacity Received Signal Level (RSL) in dBm (c) 84 - DS-1 / 30 MHz -67 73	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
Capacity Received Signal Level (RSL) in dBm (b) 28 - DS-1 - 78	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
Capacity Received Signal Level (RSL) in dBm (c) 84 - DS-1 - 68 73	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
4.5.1	**Exception-Motorola has a 2-yr standard warranty on microwave and LMR antennas. If any products are discontinued Motorola will be able to provide spare parts and repair for a period of 7 yrs.**		Accept, the State will accept the exception with End Of Life Notification being provided in writing and buyer being notified of End Of Life Notification at time of order placement.	7/25/19 Motorola verbally agreed
5.15.12	Motorola does not support DC control		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
5.16.2 Panel Wiring/Remote Electronic Circuitry-FPD consoles (a)	Exception CAT5e cable range is only 100 mts. However, Motorola can provide a fiber link to connect the base station to the Conventional interface.		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed

ATTACHMENT 5-B Supplement No. 1:

5.16.2 Panel Wiring/Remote Electronic Circuitry-FPD consoles (b)	Exception CAT5e cable range is only 100 mts. However, Motorola can provide a fiber link to connect the base station to the Conventional interface.		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
5.16.5 Maintainability (a)	Exception Motorola's CCGWs can support from 1 to 8 channels per module.		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
Section 2-B: Commercial Document				
Section 2.1 Contractor Best Pricing	Motorola takes exception to this provision and requires its removal.	Motorola Solutions builds communication equipment, systems and solutions that do not fit within a standard conventional pricing framework. Due to the unique pricing and design specifications for each customer's communication equipment, system and solution requirements, Motorola Solutions cannot guarantee that the pricing offered in this proposal is no higher or lower than prices offered to other customers.	Rejected, exception not accepted. The State requires standardization and uniformity of contract language across its suppliers.	7/25/19 Motorola will send new language to review 8/14/19 Please see below language. Price Guarantee: During the Term of the Agreement and provided Customer is in compliance with all provisions of the Agreement, Motorola asserts its pricing for products and services offered on this Agreement will be consistent with competitively priced products and services for similarly situated state and local customers within the State of Arizona purchasing the same or similar products and services sold in like quantities on substantially similar or comparable terms and conditions. This price guarantee excludes volume discounts, Federal, dealer, and third party distributor pricing.

ATTACHMENT 5-B Supplement No. 3:

Exceptions to Contract Terms & Conditions

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change	State Response
Section 3-A: Special Terms & Conditions			

Section 6.1 Contractor Insurance Indemnification Clause	Motorola complies with the general indemnification described in this section subject to removing the words “or intangible” and “arising or recovered under the Worker’s Compensation Law”.	Motorola believes that Workers Compensation is provided for and covered in Subsection 6.1.3. The proposed edits are consistent with the indemnification language agreed by the State in previous contracts, including ADSPO13- 036880.	Rejected, exception not accepted. Please be specific in your request for a exception. Exceptions from previous contracts (7-9 years old) may not be acceptable. 8-8-19 Please see attachment FINAL Attachment 5-A Confidential Information Designation - State Response 8-8-19	8/8/19 Motorola acknowledges receipt of State's response to Attachment 5-A Confidential Information Designation and asserts Motorola insurance policies are its confidential and proprietary information not generally known externally and will cause Motorola harm if released. Motorola will not release copies of its policies.
Section 6.1 Contractor Insurance- Insurance Requirements	Please see the attached proposed modifications for how Motorola can comply with the State's insurance requirements	The parties have previously negotiated an insurance module in the Arizona Department of Transportation Solicitation # T11-43-00008, agreed as applicable to ADSPO13-036880. Motorola’s Corporate Insurance Department believes that the changes it has made to this section are in line with what has been previously negotiated and agreed upon between the State and Motorola.	Rejected, exception not accepted. Please be specific in your request for a exception. Exceptions from previous contracts (7-9 years old) may not be acceptable. 8-8-19 Please see attachment FINAL Attachment 5-A Confidential Information Designation - State Response 8-8-19 9-6-19 State will discuss duiring meeting on 9/9/19	9.16.19 Motorola includes its revised Insurance redline as discussed with State on 9.13.19; please see attached redline and comment.
Section 13.1 Applicability	Motorola complies with the language with the removal of the words 'or from others at State's behest.'	It is unclear if Motorola has a contractual relationship with the 3rd party.	Rejected, exception not accepted. The State requires standardization and uniformaity of contract language across its suppliers.	7/25/19 Motorola verbally agreed 8/8/19 Motorola notes it withdrew based upon this provision may not be applicable to Motorola's scope of work; specific requirement to be addressed with task order.
Section 13.2 Data Protection & Confidentiality	Motorola proposes the following language in lieu of the RFP language: Contractor warrants that, to the extent the Work includes (1) or (2) above, it will establish and maintain procedures and controls for ensuring that State's proprietary and sensitve data is protected from unauthorized access and that information obtained from the State in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. Contractor, the third party manufacturer, and the copyright owner of any non-Contractor software own and retain all of their repective proprietary rights in the equipment and software, and nothing in this Article 13 is intended to restrict their proprietary rights. All intellectual property developed, originated, or prepared by Contractor in connection with providing to State the Work remain vested exclusively in Contractor, and this Article 13 does not grant to State, either directly or by implication, estoppel, or otherwise, any right, title or interest in Contractor's Proprietary Rights.	The RFP language "all data created by Contractor" in the next to last sentence of the first paragraph in this section implies transfer of IP rights, which is not contemplated in the work Motorola would be performing.	Rejected, exception not accepted. The State requires standardization and uniformaity of contract language across its suppliers. 7/25/19 - State added langauge - Upon the issuance of a Task Order, requirements will be defined. IP rights will not be transferred	8/9/19 Motorola agrees with State's language as noted in comment dated 7/25/19.

Section 13.2.1 Data Protection & Confidentiality	Motorola complies with the language in 13.2.1.a and b with the following suggested modifications: (1) with the replacement of 'immediately' with 'promptly' and (2) in 13.2.1.b with the insertion of 'reasonably' at the beginning of the statement. Motorola takes exception to 13.2.c and requests its removal.	Motorola requests these modifications to be in line with industry standard language. Regarding 13.2.c., it is not reasonably practicable to notify the State to every possible threat which might affect the system.	Rejected, exception not accepted. The State requires standardization and uniformaity of contract language across its suppliers. 7/25/19 - State added langauge - Upon the issuance of a Task Order, requirements will be defined.	8/9/19 Motorola agrees with State's language as noted in comment dated 7/25/19.
Section 13.2.2 Data Protection & Confidentiality	Motorola complies with the language in 13.2.2.a with the insertion of 'except as required by law' a the beginning of the statement.	Motorola requests these modifications to be in line with industry standard language.	Rejected, exception not accepted. The State requires standardization and uniformaity of contract language across its suppliers. 7-25-19 - The State accepts the addition "except as required by law"	8/9/19 Motorola agrees with State's language as noted in comment dated 7/25/19.
Section 13.3.2 Personally Identifiable Information	Motorola clarifies that it maintains industry standard security measures to protect the Solution from intrusion, breach, corruption, or other security risk. Please see Section 4.1 of the attached Subscription Services Addendum for more information on Motorola's compliance with security standards.	Motorola asserts it is CJIS compliant.	Rejected, exception not accepted. The State requires that you meet the States requirements at a minimum.	7/21/19 Motorola may be acceptable, State to verify Federal requirements vs State requirements 8/28/19 Motorola verbally accepts 9/10/19 Motorola accepted.
Section 14.3.3 Access Control	Motorola proposes the inclusion of the following language within this section: To the extent permitted by law, State retains ownership of State Data. State grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such State Data for the purpose of providing the Subscription Services to State, other Motorola customers and end users. In addition to the rights listed above, State grants Motorola a license to sell an Anonymized version of State Data for any purpose.	Motorola requests the ability to retain rights to use anonymized and derivative data for purposes of improving its product.	Rejected, exception not accepted.	7/25/19 Motorola verbally agreed 8/8/19 Motorola agrees.
Section 14.4 Pass-through Indemnity	Motorola proposes the language in Section 3 of the Additional Provisions in place of the RFP language regarding infringement indemnity:	Motorola requests the use of its standard intellectual properity infringement indemnities for its solutions.	Rejected - Any compromise in wording of the Indemnification clause that reduces protection or shifts liability back to the State of Arizona are in direct violation of A.R.S. § 41-621 and A.R.S. § 35-154. The State cannot accept this exception.	7/25/19 Motorola to review 8/28/19 Motorola conditionally accepts 9/10/19 Motorola agrees to withdraw exception.
Section 14.8.2.b Information Technology Warranty	Motorola proposes the following language in lieu of the RFP: At Customer's request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Motorola will respond to any reported problem as an escalated support call.	As is industry standard, Motorola does not provide a warranty against worms and viruses.	Rejected, exception not accepted. (b) the COTS software will, **to the best of its knowledge**, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and	7/25/19 Motorola to review will probably accept 8/8/19 Motorola accepts State's language.

Section 14.11.2 Cloud Applications	Motorola requests 'serious flaws' be expressly defined. Motorola will not allow either State or third-party penetration testing from within Motorola's system	Requested definition to clarify between the parties what errors are agreed as serious meriting correction. Motorola's security policies do not allow outside-Motorola entities access to Motorola's internal system for penetration testing.	Rejected, exception not accepted. 7/25/19 - State added langauge - Upon the issuance of a Task Order, requirements will be defined.	7/25/19 Motorola to review 8/8/19 Motorola agrees with State's added language regarding issuance of Task Order.
Section 14.11.3 Cloud Applications	Motorola proposes the following language: Contract will submit a copy of system logs specific to the State from cloud system to State of AZ security team on an annual basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).	Motorola requests clarity on what logs are being requested and the proposed regularity of such requests.	Rejected, exception not accepted. 7/25/19 - State added langauge - Upon the issuance of a Task Order, requirements will be defined.	7/25/19 Motorola to review 8/8/19 Motorola agrees with State's added language regarding issuance of Task Order.
Section 15.1 Drug Testing Program	Motorola affirms that all employees are required to submit to a five-panel drug screen at the time of hire, where permitted by law. If Motorola is awarded the contract, Motorola agrees to discuss the need for additional drug tests of Motorola employees and to negotiate a contractual provision that is mutually acceptable and compliant with applicable law. However, in no event can Motorola agree to waive the rights of its employees, nor can Motorola provide the Customer with any information protected by law, including but not limited to drug test results.	Motorola cannot agree to waive the rights of its employees or to providing information protected by law, including drug test results.	Rejected, exception not accepted.	7/25/19 Motorola to review 8/8/19 Pursuant to conversation with State on 7/25/19, this provision has limited applicability to DOC and historically Motorola employees have agreed to background checks. Motorola withdraws its exception.
Section 3-B: Uniform Terms & Conditions				
Section 3.1 Books and Records; Audit	Motorola understands and will comply with all applicable Arizona statutes with the clarifying assertion that Motorola considers its books and records, including those related to product cost data, to be trade secrets, confidential or proprietary and as may be provided by Arizona law, should not be used, duplicated or disclosed to any other third party.	Motorola considers its internal books and records confidential and proprietary information.	Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions.	6/10/19 Response Motorola acknowledges the State's audit requirements. The statements here are meant the clarify and assert that any Motorola cost information provided be afforded trade secret protections pursuant to AZ law. 8/9/19, Pursuant to conversation on 7/25/19, vendor cost and price data is not required if State elects to audit Motorola's performance.

Section 3.4 Inspection and Testing	Motorola acknowledges the State's right to inspect materials, equipment and workmanship at Motorola manufacturing or staging facilities for the limited purpose of evaluating Motorola's performance of this Agreement. Motorola requires thirty days' written notice prior to the inspection of any facility and the State will be responsible for its own costs associated with such inspection. Motorola will restrict inspection of its facilities to areas that are relevant to the performance of the Contract, and to areas which Motorola Solutions does not consider confidential or proprietary in nature. A Motorola representative must accompany State's employees at all times."	Motorola requires sufficient notice of State's intent to inspect Motorola facilities.	Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions.	6/10/19 Response This is a clarification only; Motorola agrees with the State having the contractual right to inspect at its facilities and seeks to outline the parameters of that process 7/25/19 Verbal agreement to remove exception 8/9/19 Motorola concurs.
Section 3.8 Ownership of Intellectual Property	It is Motorola's understanding from past dealings with the State Procurement Office that the State is not interested in obtaining ownership interest in any intellectual property and accordingly, these sections, or any other section that may give ownership rights in intellectual property, are not applicable and be of no cause and effect in this contract.	Motorola is providing products and services that are commercially available to any customer and does not intend to perform any Works For Hire. The Pricing included in Motorola's proposal does not reflect the transfer of any intellectual property rights to the State. If performance results in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), such Discoveries and the intellectual property embodied therein will be owned exclusively by Motorola. If subsequently the State elects to purchase and Motorola elects to sell development services that are intended to result in a new product to be owned by the State, the parties will execute a separate development or Work for Hire agreement.	Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions. If it's not applicable, Offeror shall just ignore this section.	6/10/19 Response Motorola would not be providing any custom development work for the State under this agreement and believes this provision to be non applicable. Would the State please confirm. 8/8/19 Pursuant to 7/25/19 discussion, intellectual property ownership is not contemplated in the agreement.
Section 6.2 Basic Indemnification	Motorola proposes that all indemnification be handled as provided for in Subsection 6.1- Indemnification of the Special Terms and Conditions.	Motorola believes that Workers Compensation is provided for and covered in Subsection 6.1.3 of the Special Terms and Conditions in Section 2-C. The proposed edits are consistent with the indemnification language agreed by the State in previous contracts, including ADSPO13-036880.	Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions.	6/10/19 Response Motorola proposes that the general indemnity provisions be governed by Subsection 6.1 within the Special Terms and Conditions in lieu of the basic indemnity outlined in the Uniform terms and conditions; this is consistent with ADSPO13-036880. 7/25/19 Verbal agreement to remove exception 8/8/19 Agreed, during the 7/25 conversation, parties agreed if modification need to handle in special T&C

Section 6.3 Patent and Copyright Indemnification	Please see Section 3 of the attached Additional Provisions which describe Motorola's IP Infringement Indemnifications.	Motorola requests the use of its standard intellectual properity infringement indemnities for its solutions.	Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions.	6/10/19 Response Motorola proposes the inclusion of its industry standard IP Infringement Indemnity for its solutions in lieu of the RFP Patent and Copyright Indemnification, which did not appear t be pursuant to State statute. 7/25/19 Verbal agreement to remove exception 8/8/19 Handle in special T&C's
Section 7.2 and 7.3 Conformity and Quality	Please see the attached Section 1 of the Additional Provisions below which explain Motorola's suggested way to address warranty which is in a like manner as in the current contracts between the parties for similar products (i) ADSPO13-036613 and (ii) ADSPO13-036880.	Motorola proposes addressing the State's warranty requirements in a manner consistent with previous contracts.	Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions.	6/10/19 Response Motorola is proposing its express warranties which apply to its products and services; these are also consistent with the warranty provisions agreed to in previous contracts ADSPO13-036613 and ADSPO13-036880. 7/25/19 Motorola to compare. Motorola warranty may be exceed requirements. 8/8/19 Motorla accepts, discussion was for clarification.
Section 9.5.3 Termination for Default	Motorola complies subject to excess costs being reasonable and for materials and services not exceeding that specified in the contract less the unpaid portion of the contract price.	Motorola proposes the suggested modifications to clarify termination costs to be reasonable.	Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions. Please see Uniform Terms and Conditions, Section 8 State's Contractual Remidies the State may choose to use prior to Contract Termination.	6/10/19 Response Motorola complies with the language included in 9.5.3 of the Uniform Terms; its modification here is to specify the replacement materials not exceed the specifications of the materials originally purchased (no upgrades). 7/25/19 Added Section 8 language for clarification 8/9/19 Motorola agrees with State's clarification (addition of Section 8 reference)
5C Insurance Certificate	Please see Motorola's Evidence of Coverage Certificate and modifications to the Special Terms and Conditions, Section 6.2, for Motorola's coverage details. Motorola agrees all COI, endorsements and waivers must be valid and provided via email to State Contract Manager within 30 days of contract execution and before any work commences. Motorola's surety requires a signed agreement prior to issuing COI.		Rejected, exception not accepted. The State provides the following clarification: You have 30 days from award (Agreement) to provide Certificates Of Insurance. Pursant to Section 3-A: Instructions to Offerors, 3.0 Offer Preparation, 3.6 Insurance, All COI, endorsements, and waivers must be valid, in place and provided via emailed to the Contracts Manager within 30 days after award and before any work commences as called for in Attachment 5-C [Insurance].	6/10/19 Response Motorola has provided its Evidence of Coverage certificate and references its proposed modifications to the RFP insurance provisions in the Special Terms and Conditions. These modifications are based on statutory as well as Motorola's insurance compliance requirements. 8/14/19 Please see attached revised insurance terms.

6.0 Risk and Liability

6.1 Contractor Insurance

Please see following proposed modifications to the Insurance provisions. Motorola also encloses its Evidence of Coverage certificate.

Insurance Requirements

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

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

Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability (CGL) – Occurrence Form

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

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $50,000
- Each Occurrence $2,000,000

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

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than $500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should it be included with the Professional Liability.

Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."

2. Business Automobile Liability

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

- Combined Single Limit (CSL) $1,000,000

Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
  - o Each Accident $1,000,000
  - o Disease – Each Employee $1,000,000
  - o Disease – Policy Limit $1,000,000

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

4. Professional Liability (Errors and Omissions Liability) including Technology Errors & Omissions and Network Security (Cyber) and Privacy Liability

- Each Claim $2,000,000
- Annual Aggregate $6,000,000

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, 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.

The policy shall cover Contractor's professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs Contractor provides under this contract.

Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit monitoring, defense and claims expenses, regulatory defense

costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption,.

Commercial Crime –including employee dishonesty covering liability against direct and verifiable losses of money, securities, products, equipment, material and other property of the State caused by theft or forgery, computer fraud or fund transfers by identifiable employees of in the following limits:

- $2,000,000 each claim
- $5,000,000 annual aggregate

~~(The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.~~

~~Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.~~)

4. Installation Floater

- Coverage amount is $___TBD At Award of Contract based on Value_____

Policy shall contain an Additional Insured endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.

The State of Arizona and the Department shall be named as loss payee as its interest may appear.

Coverage shall be written on an all risk, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing/commissioning.

Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Arizona, has an insurable interest in the property required to be covered.

Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State of Arizona.

The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, testing and commissioning, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.

Policy shall contain a Waiver of Subrogation endorsement, as required by written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities,

Comment [DAB1]: 9.16.19 After further consultation with its broker and underwriter, Motorola cannot agree to the inclusion of the Additional Insured endorsement within the Professional Liability Policy. It is however, included within the CGL policy.

officers, officials, agents, and employees for losses arising from work performed by the Contractor for the State of Arizona.

Contractor is responsible for the payment of all deductibles under the Installation Floater.

Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies (excluding the Professional Liability policy) as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation

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

Acceptability of Insurers

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

Verification of Coverage

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

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

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. In the event of a claim from a third party naming the State of Arizona with allegations arising directly out of the products and/or services rendered by Motorola under this contract, the State of Arizona reserves the right to request Motorola as Contractor to provide access to any and all policy(ies) required by the insurance requirements, including all endorsement(s), within 30 business days of such request. Contractor will be permitted to redact any references or endorsements to other customer (non-State of Arizona) information before providing access to the policies.

Subcontractors

Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid

and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time

throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications

Upon 60 days' notice to Contractor, tThe Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action, but will be subject to commercially available terms and conditions on the marketplace.]

Exceptions

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

Comment [K2]: The State would need to make 60 day's notice to Motorola of any change in the insurance requirements and be subject to commercially available terms and conditions in the marketplace and not result in increased premium charges to Motorola. Otherwise, this paragraph is unacceptable. **8.28.19 Procurement will check with Risk Mgmt, but agreed 60 days was reasonable. 9/9/19 State can agree with exception of 'result in increased premium to Motorola' which such event might occur due to legislative changes.. if high/ significant premium increase then State may agree to a price increase.**
9/12/19 Motorola risk and finance agreed with exclusion of 'increased premium charges to Motorola' and includes the 60 days' notice and available marketplace conditions in this revision.
9.13.19 State will double check with risk mgmt; tentatively accept, State to confirm.

Motorola Solutions, Inc.

Change Log to State of Arizona – Additional Provisions-Supplemental Terms – ADSPO19-00008376

The following are changes that Motorola Solutions, Inc. is submitting to our original proposal submitted on September 4, 2018.

Attachment A

For purposes of showing precedence and the parties' past course of doing business, Solicitations # ADSPO13-036880 and ADSPO13-036613, which are the current contracts between the Parties for similar products, contain Additional Provisions for limitation of liability, warranty and the inclusion of Motorola's Software License Agreement. With this in mind, Motorola proposes for the State's consideration the inclusion of the following items:

Section 1:

1.1 EQUIPMENT WARRANTY. During the Warranty Period established in the State of Arizona contract resulting from ADSPO19-00008376, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

1.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 1 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software.

1.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

1.4. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for

the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

1.5. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

1.6. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

"Warranty Period" means ~~one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.~~the applicable category warranty period defined in the State of Arizona ADSPO19-00008376.

Section 2 LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement and to the extent permitted by State of Arizona law. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement.

Section 3 Intentionally Deleted. ~~PATENT AND COPYRIGHT INFRINGEMENT.~~

~~Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.~~

~~If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.~~

~~Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the~~

~~combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.~~

~~This Section provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section are subject to and limited by the restrictions set forth in Motorola's Limitation of Liability.~~

Attachment B. SOFTWARE LICENCE AGREEMENT: For the purposes of showing precedence and the parties past course of doing business, in the Arizona Department of Transportation Solicitation # T11-43-00008 contract dated September 2, 2010, the State of Arizona's Attorney General agreed to an additional provision that provided for licensing of software in accordance with Motorola's Software License Agreement, which was contemplated in ADSPO13-036880. With this in mind, Motorola's Software License Agreement is attached and proposed for inclusion in this contract.

Attachment B

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and the purchaser of products containing Motorola software under the State of Arizona's Agreement from RFP ADSPO19-00008376 ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

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Section 10 CONFIDENTIALITY

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Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

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13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

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13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

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13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

EXHIBIT B
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2024131

[Proposal and Fee Schedule]

See following pages.

MOTOROLA SOLUTIONS

CITY OF BUCKEYE, AZ

JACKRABBIT SIMULCAST J SUBSITE **NOVEMBER 14, 2023**

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Motorola Solutions, Inc.
3332 E. Broadway Rd.
Tempe, AZ 85040

Telephone: +1 480 267 8952

November 14, 2023

Kishan Vekaria,
City of Buckeye

Subject: Jackrabbit Simulcast J Subsite

Mr. Kishan,

Motorola Solutions is pleased to provide City of Buckeye, a proposal to add an ASTRO nine channel remote IP simulcast site to the RWC (Regional Wireless Cooperative). Simulcast J today is a nine-channel simulcast cell with four remote sub-sites connected into Zone 5 of the RWC. The name of the sub-site will be "Jack Rabbit Buckeye Tower" or JRBT.

This proposal is subject to the terms and conditions of the Arizona State Contract # CTR046830 ("Contract") and the statement of work included in the proposal. The City may accept this proposal by issuing its purchase order to Motorola containing the following language: "*This purchase is subject to the terms and conditions of State of Arizona Contract No. CTR046830 and the Motorola's proposal ("Proposal") dated November 14, 2023*". This proposal shall remain valid for a period of 60 days from the date of this cover letter.

Please address any questions to your Account Executive, Jared Zygowicz at (480) 604-5122 or jared.zygowicz@motorolasolutions.com.

We thank you for the opportunity to provide The City of Buckeye a new Jackrabbit Simulcast J Subsite.

Sincerely,
Motorola Solutions, Inc.

Carrie Hemmen
MSSSI Vice President & Director of Sales

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SECTION 1

SYSTEM DESCRIPTION

1.1 INTRODUCTION

Motorola Solutions is pleased to provide City of Buckeye, a proposal to add an ASTRO nine channel remote IP simulcast site to the RWC (Regional Wireless Cooperative). Simulcast J today is a nine-channel simulcast cell with five remote sub-sites connected into Zone 5 of the RWC. The name of the sub-site will be “Jack Rabbit Buckeye Tower” or JRBT.

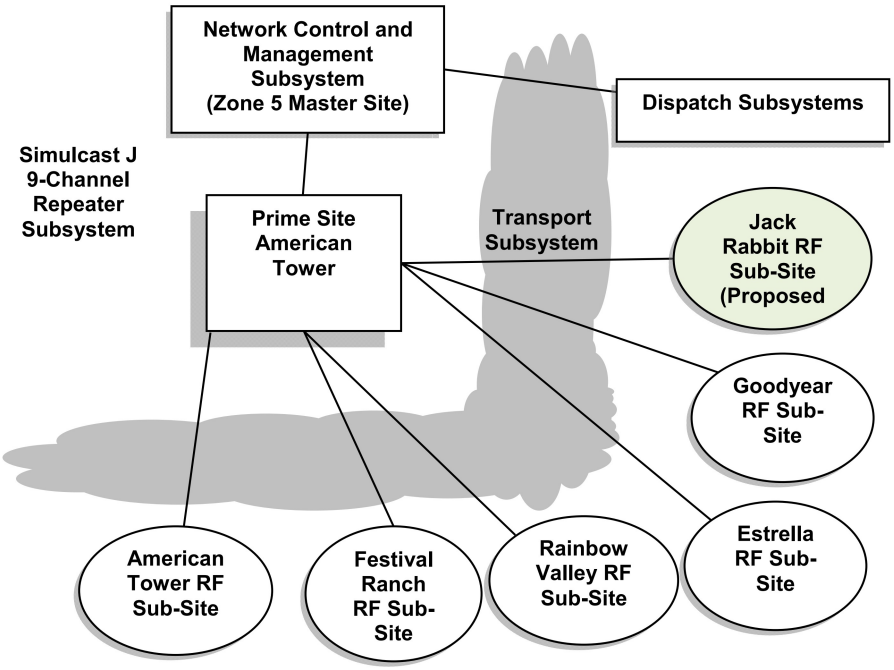
The Jack Rabbit sub-site will connect via Customer provided redundant paths to the Simulcast J Prime Site located at the Buckeye American Tower (ATWR) site.

The Buckeye Jack Rabbit site will be composed of nine 700Mhz channels with four channels capable of TDMA and Dynamic Channel operation, and four channels capable of Dynamic Dual Mode operation. Customer provided antenna equipment will be complemented by Motorola provided tower top amplifiers and CMUs. Fault management devices are also included.

Site development services have not been included. The City of Buckeye is responsible for providing a 180ft tower to support the proposed antenna system along with a 12x24 ft equipment shelter with diesel generator and a DC power plant to house and support the proposed equipment.

1.2 SIMULCAST J SYSTEM OVERVIEW

The existing Simulcast J system consists of a single simulcast cell with nine sub-sites. The figure below shows the current configuration with the proposed Jack Rabbit expansion site.



The addition of the Jack Rabbit site will increase the number of total sub-sites to six. The Jack Rabbit sub-site, with contributions from the other Simulcast J remote sites, is predicted to provide inbound and outbound portable coverage as depicted in Motorola Solutions' coverage maps. These maps predict coverage at 95% coverage reliability (as per TSB-88 definition) within a medium density building (12dB of additional loss).

1.2.1 Simulcast J Subsystem

The Jack Rabbit site will be added to the current radio subsystem that consists of one ASTRO 25 simulcast cell with four remote transmitter sub-sites with nine base repeaters per site.

Current Simulcast J sites consist of:

- American Tower (RF and Prime)
- Estrella
- Rainbow Valley
- Festival Ranch
- Goodyear

The equipment for the proposed the site mirrors the equipment provided at the other Simulcast J sub-sites and includes:

1.3 MAJOR EQUIPMENT

Motorola has included the following Major Components in the proposed solution:

Software licenses:

- Master site licenses for one additional RF site
- TDMA Site license for the new site
- Dynamic Talkgroup license for the new site
- Two (2) simulcast remote site licenses (one for primary site controller and another for redundant site controller).
- TDMA licensing for four (4) channels.
- Dynamic channel licensing for four (4) channels.

Equipment:

- One (1) Primary GTR ESS in cabinet with:
  - Five (5) GTR stations
  - Two (2) GGM Routers
  - 700 MHz RF Distribution System: Combiner, Site and Cabinet Receive Multicoupler
  - Two (2) GCP Reference Distribution Module
  - One (1) Tx 700MHz Filter
- One (1) Expansion GTR ESS in cabinet with:
  - Four (4) GTR stations
  - 700 MHz RF Distribution System: Combiner and Cabinet Receive Multicoupler
  - Two (2) High Availability X-Hubs
  - One (1) Tx Phasing Harness
- One SDM 3000 remote terminal unit*
- Two (2) Tower Top Amplifiers (One for each RX antenna).
- Two (2) TTA Control and Monitor Unit.
- One (1) TRAK 9100 timing unit.

*Each of the Simulcast J sub-sites is equipped with site alarm monitoring. The Jack Rabbit sub-site will also include site alarm monitoring. The RF sites have monitoring points for all transmitters and site control equipment. In addition, discrete contact closures may monitor environmental and site points, including microwave, backup power.

All antenna equipment inclusive of surge arrestors will be provided and installed by Buckeye. Motorola will terminate to the customer provided surge arrestors inside the shelter.

1.4 RF DESIGN AND COVERAGE MODELING

The following information was used to model the RF coverage from the proposed Jack Rabbit Buckeye Tower Site.

- Modeled Covered Area Reliability: 95%.
- Delivered Audio Quality: 3.4.
- Portable: 2.5 W APX 6000 (hip level TX and RX with RSM) + 12db additional loss to model medium buildings (-23 dBd total).
- Frequency Band: P25 Phase-2 TDMA 700MHz.

Site Co-ordinates, Antenna heights, ERP and EFS have been provided in the table below.

A formal Coverage Acceptance Test (CATP) is not included in the proposed quote, but can be developed and conducted for an additional cost. However, automated BER validation testing in overlap areas of the Jackrabbit site will be performed.

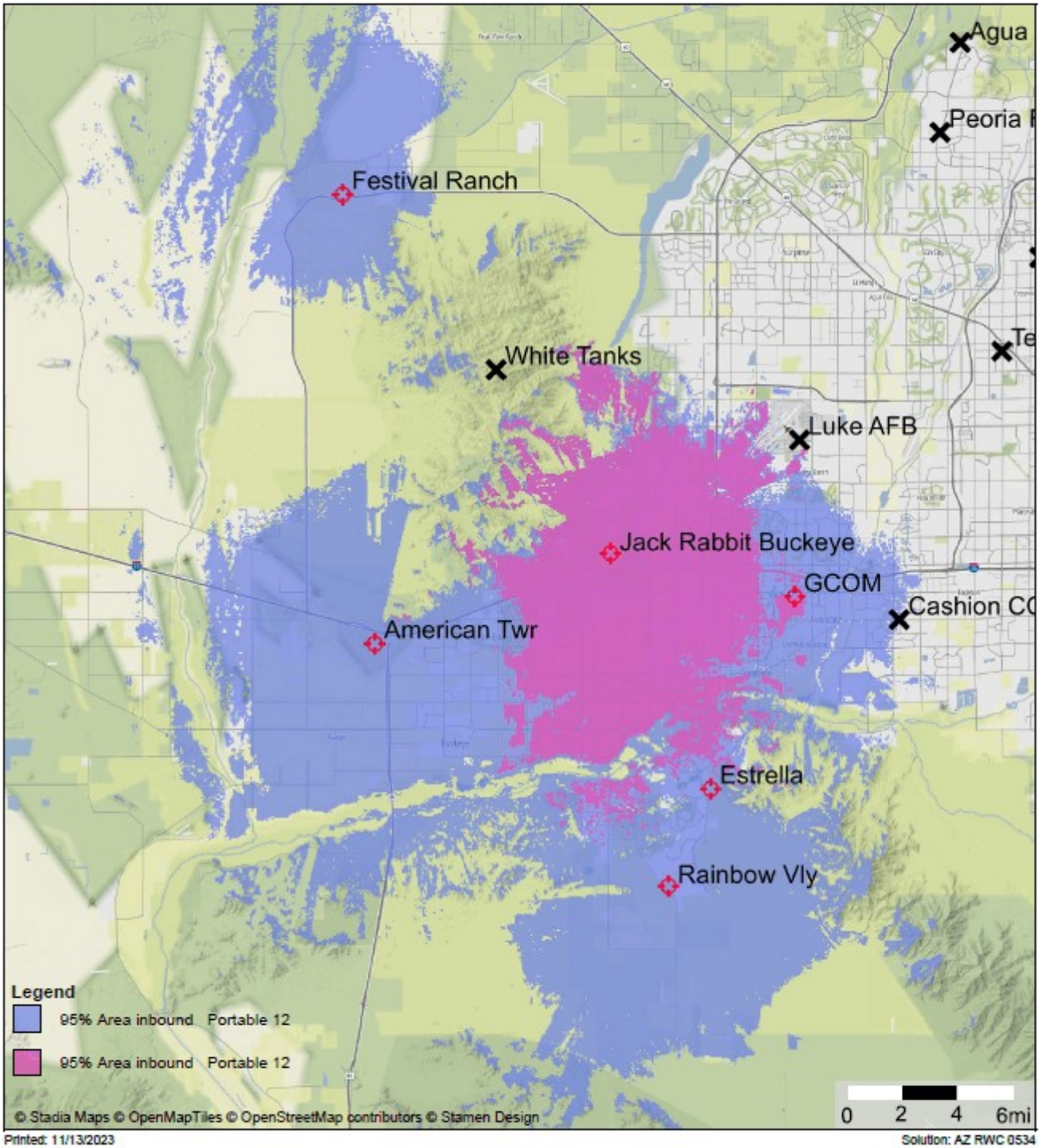
Site Name: Jack Rabbit Buckeye Tower		**Cell Name: Simulcast J**			
General		**Tansmit**		**Receive**	
Latitiude	33 28 13.75 N	ERP	47.50 dBm	EFS	124.05 dBm
Longitude	112 29 08.04 W				
		Antenna	DSCC80706P	Antenna	DSCC80711P
Elevation	1113.20 feet	Antenna Gain	6.00 dBd	Antenna Gain	10.5 dBd
		Antenna Height	160.00 feet	Antenna Height	175.00 feet
		Launch Delay	0.00 us	Tower Top Amp	YES
				Reserve Gain	9.40 dB

A reference coverage map of Simulcast J is included below depicting the portable 12 dB in-building coverage improvement with the addition of the Buckeye Jack Rabbit site.

MOTOROLA SOLUTIONS

Jackrabbit

For Information Only



Printed: 11/13/2023
System version: 3.0.10.0

Solution: AZ RWC 0534
Project: SimJ
Design: Design 26 Add GCOM
djn837

This map is intended solely for the equipment configuration stated above.
Coverage can vary significantly if different configurations are used.

1.5 DESIGN ASSUMPTIONS

- Customer is responsible for providing FCC coordination and licensing for the 700 MHz channels for the site at the proposed ERP.
- Customer will provide all site connectivity to the American Tower Prime Site with a demarcation point at Motorola provided site routers.
- Motorola is providing a Juniper router and some accessories as part of the OAM&P equipment. Refer to Section 3.1.1 of this proposal.
  - Customer is responsible for installation, configuration, management and support of all OAM&P equipment.
- Customer will provide an install ready site meeting all Motorola R56 site standards to accommodate Motorola equipment racks and cabinets.
- Motorola assumes existing/available wall entry ports at the all sites. Any modifications to the existing site configuration is the responsibility of the Customer.
- Customer factory acceptance test is not included in the proposed scope.
- Motorola will not perform a coverage acceptance test for the proposed new site.
- Site improvements for all sites, including but not limited to R56 deficiencies, are outside the proposed scope and are customer's responsibility.
- Should the City of Buckeye decide to expand on the scope of services provided in this proposal, Motorola can provide such services through the process of a formal Change Order.

LIFECYCLE SUPPORT NOTICE

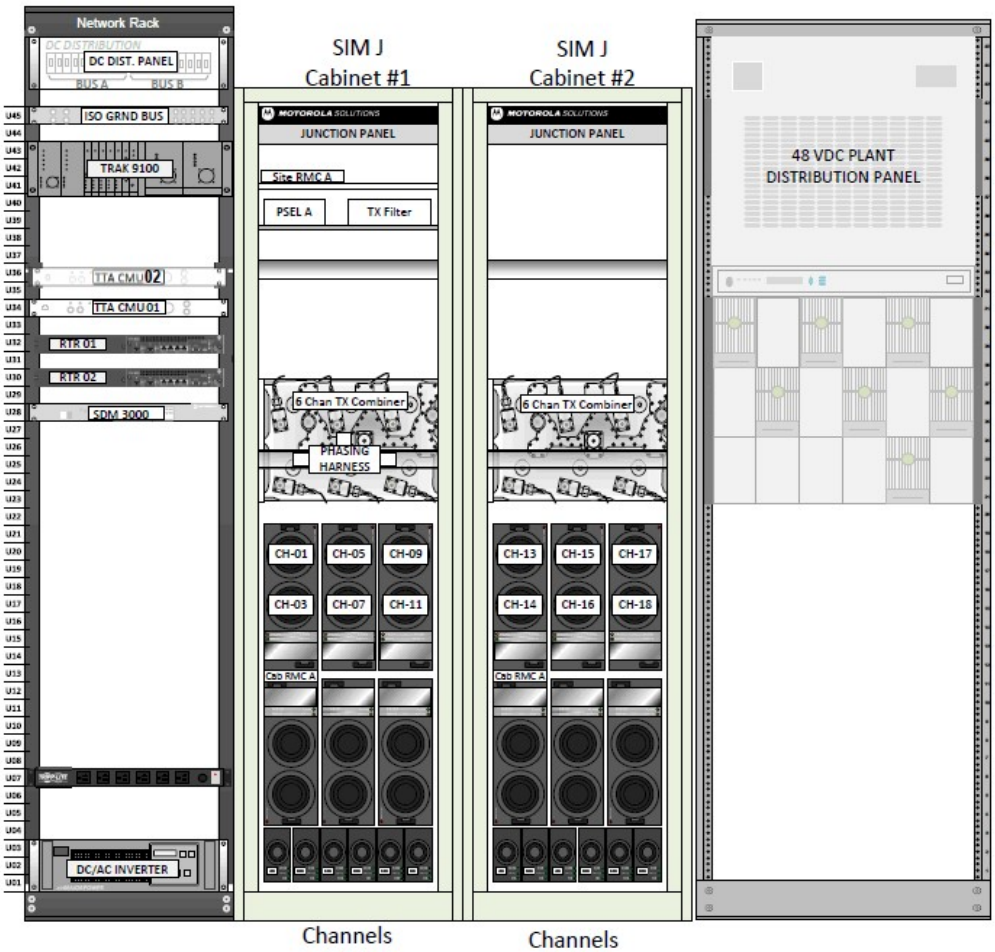
END-OF LIFE NOTIFICATION FOR:
GCP 8000 SITE CONTROLLER
GPB 8000 REFERENCE DISTRIBUTION MODULE
GCP 8000 CONVENTIONAL SITE CONTROLLER

The GCP 8000 Site Controller (SC), GPB 8000 Reference Distribution Module (RDM) for Trunking, and GCP 8000 Conventional Site Controller (CSC) will **no longer be orderable after December 31, 2023**.

The following new products are replacing the G-Series hardware:

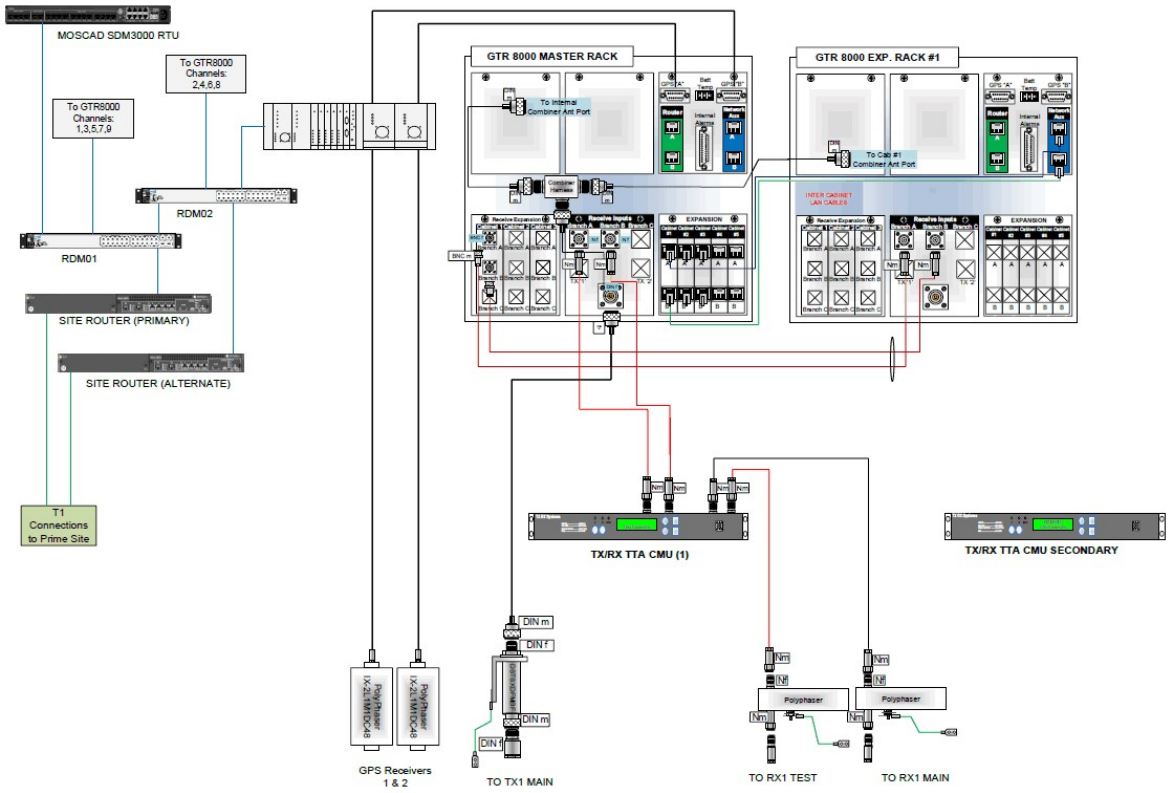
- Virtualized Prime Site (VPS) replaces the GCP 8000 Site Controller for the simulcast prime site
- DSC 8000 Site Controller replaces the GCP 8000 Site Controller for repeater sites (stand-alone and ESS)
- DSC 8000 Reference Distribution Module replaces the GPB 8000 Reference Distribution Module
- DSC 8000 Conventional Site Controller replaces the GCP 8000 Site Controller (Conventional Site Controller, CSC) for conventional systems

1.6 RACK DIAGRAM & INDOOR CONNECTIONS



RACK DIAGRAM

INDOOR INTERCONNECTS



SECTION 2

EQUIPMENT LIST

2.1 PROPOSAL EQUIPMENT LIST

LIM	APC	QTY	BLOCK	NOMENCLATURE	DESCRIPTION	UNIT LIST	DISC (%)	UNIT DISC	EXT DISC
1	906	1	Simulcast	DSTRAK91009EDC	REMOTE SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM DC	$ 41,483.00	15.00%	$ 35,260.55	$ 35,260.55
2	906	1	Simulcast	DSTRAK91071	FOUR PORT IRIG B TIME CODE FDM	$ 1,390.00	15.00%	$ 1,181.50	$ 1,181.50
3	906	5	Simulcast	DSTRAK91061	FOUR PORT DDM	$ 1,053.00	15.00%	$ 895.05	$ 4,475.25
4	351	50	Simulcast	DSEC150HF	COAXIAL CABLE, 1/4" HIFLEX, 50 OHM WITH BLACK PE JACKET	$ 2.70	15.00%	$ 2.30	$ 114.75
5	351	4	Simulcast	DSNM50B14X	CONNECTOR, N MALE INTERFACE FOR EC1-50-HF	$ 31.50	15.00%	$ 26.78	$ 107.10
6	112	1	Simulcast	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM	$ 6,000.00	15.00%	$ 5,100.00	$ 5,100.00
6	595	1	Simulcast	CA03677AA	ADD: ASTRO SYSTEM RELEASE 2020.1	$ -	15.00%	$ -	$ -
6	112	1	Simulcast	CA00855AA	ADD: 700/800 MHZ	$ 6,300.00	15.00%	$ 5,355.00	$ 5,355.00
6	595	4	Simulcast	CA01842AA	ADD: P25 TDMA SOFTWARE	$ 13,000.00	15.00%	$ 11,050.00	$ 44,200.00
6	595	4	Simulcast	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE	$ 10,000.00	15.00%	$ 8,500.00	$ 34,000.00
6	112	1	Simulcast	X305AC	ADD: QTY (5) GTR 8000 BASE RADIOS	$ 29,500.00	15.00%	$ 25,075.00	$ 25,075.00
6	595	5	Simulcast	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE	$ 34,000.00	15.00%	$ 28,900.00	$ 144,500.00
6	595	4	Simulcast	CA01377AA	ADD: DYNAMIC DUAL MODE OPERATION	$ 12,000.00	15.00%	$ 10,200.00	$ 40,800.00
6	112	1	Simulcast	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS	$ 2,100.00	15.00%	$ 1,785.00	$ 1,785.00
6	112	1	Simulcast	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER	$ 8,400.00	15.00%	$ 7,140.00	$ 7,140.00
6	112	1	Simulcast	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU	$ 1,000.00	15.00%	$ 850.00	$ 850.00
6	112	2	Simulcast	CA01536AA	ADD: GPB 8000 REFERENCE DISTRIBUTION MODULE	$ 5,000.00	15.00%	$ 4,250.00	$ 8,500.00
6	595	2	Simulcast	CA01537AA	ADD: REFERENCE DISTRIBUTION SOFTWARE	$ 6,500.00	15.00%	$ 5,525.00	$ 11,050.00
6	112	1	Simulcast	CA00293AA	ADD: 43RU SCHROFF CABINET	$ 880.00	15.00%	$ 748.00	$ 748.00
6	112	1	Simulcast	CA02686AA	ADD: AC DC POWER DISTRIBUTION	$ -	15.00%	$ -	$ -
7	895	2	Simulcast	PMUG1017B	GNSS REMOTE RECEIVER ASSY	$ 900.00	15.00%	$ 765.00	$ 1,530.00
8	291	2	Simulcast	DSWM4	HEAVY DUTY W STYLE WALL MOUNT WITH 4 INCH STAND-OFF	$ 86.00	15.00%	$ 73.10	$ 146.20
9	291	2	Simulcast	DSP04268	ALUMINUM 6061-T6. PIPE 1 INCH SCHED 40	$ 15.25	15.00%	$ 12.96	$ 25.93

LIM	APC	QTY	BLOCK	NOMENCLATURE	DESCRIPTION	UNIT LIST	DISC (%)	UNIT DISC	EXT DISC
10	207	2	Simulcast	DS30C87465CO1	125FT OUTDOOR UV PROTECTED CABLE 6 PR, 22AWG DB15 CABLE	$ 810.00	15.00%	$ 688.50	$ 1,377.00
11	207	2	Simulcast	DSIX2L1M1DC48IG	SPD, HPD GPS DATA LINE, 48VDC, HARD WIRE WITH ISOLATED GROUNDING	$ 247.00	15.00%	$ 209.95	$ 419.90
12	112	1	Simulcast	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM	$ 6,000.00	15.00%	$ 5,100.00	$ 5,100.00
12	595	1	Simulcast	CA03677AA	ADD: ASTRO SYSTEM RELEASE 2020.1	$ -	15.00%	$ -	$ -
12	112	1	Simulcast	CA00855AA	ADD: 700/800 MHZ	$ 6,300.00	15.00%	$ 5,355.00	$ 5,355.00
12	112	1	Simulcast	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS	$ 23,600.00	15.00%	$ 20,060.00	$ 20,060.00
12	595	4	Simulcast	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE	$ 34,000.00	15.00%	$ 28,900.00	$ 115,600.00
12	112	1	Simulcast	CA00877AA	ADD: CABINET RMC FOR EXPANSION RACK	$ 600.00	15.00%	$ 510.00	$ 510.00
12	112	1	Simulcast	CA00880AA	ADD: EXPANSION 6 PORT CAVITY COMBINER	$ 8,400.00	15.00%	$ 7,140.00	$ 7,140.00
12	112	1	Simulcast	CA01058AA	ADD: 700/800 PHASING HARNESS	$ 1,000.00	15.00%	$ 850.00	$ 850.00
12	112	2	Simulcast	CA00885AA	ADD: HIGH AVAILABILITY XHUB	$ 3,500.00	15.00%	$ 2,975.00	$ 5,950.00
12	595	1	Simulcast	CA02219AA	ADD: SIMULCAST REMOTE SITE LICENSE IV&D	$ 12,900.00	15.00%	$ 10,965.00	$ 10,965.00
12	112	1	Simulcast	CA00293AA	ADD: 43RU SCHROFF CABINET	$ 880.00	15.00%	$ 748.00	$ 748.00
12	112	1	Simulcast	CA02686AA	ADD: AC DC POWER DISTRIBUTION	$ -	15.00%	$ -	$ -
13	147	2	Simulcast	T8492	SITE ROUTER & FIREWALL- AC	$ 2,091.00	15.00%	$ 1,777.35	$ 3,554.70
13	147	2	Simulcast	CA03445AA	ADD: MISSION CRITICAL HARDENING	$ 3,300.00	15.00%	$ 2,805.00	$ 5,610.00
13	147	2	Simulcast	CA03448AA	ADD: STATEFUL FIREWALL	$ 1,000.00	15.00%	$ 850.00	$ 1,700.00
14	457	2	Simulcast	DS440030221	TTA 440, MOTOROLA TOWER TOP UNIT, 794-824 MHZ, 4.3-10 CONNS, AUTOQUAD	$ 6,403.00	15.00%	$ 5,442.55	$ 10,885.10
15	457	2	Simulcast	DS440032971	TTA 440, MOTOROLA CU (ESS), 794-824 MHZ, BYPASS, TEST PORT, 2DC	$ 5,479.00	15.00%	$ 4,657.15	$ 9,314.30
16	729	1	Simulcast	DLN6455	CONFIGURATION/SERVICE SOFTWARE	$ 25.00	15.00%	$ 21.25	$ 21.25
17	112	1	Simulcast	DLN6781	FRU: POWER SUPPLY	$ 2,200.00	15.00%	$ 1,870.00	$ 1,870.00
18	112	1	Simulcast	DLN6895	FRU: PA 7/800 MHz	$ 3,200.00	15.00%	$ 2,720.00	$ 2,720.00
19	112	1	Simulcast	DLN6885	FRU: XCVR 7/800 MHZ V2	$ 3,500.00	15.00%	$ 2,975.00	$ 2,975.00
20	591	1	Simulcast	DLN6898	FRU: FAN MODULE	$ 300.00	15.00%	$ 255.00	$ 255.00
21	877	1	Simulcast	SQM01SUM0323	ASTRO MASTER SITE	$ -	15.00%	$ -	$ -
21	877	1	Simulcast	CA03517AC	ADD: CORE EXPANSION	$ -	15.00%	$ -	$ -
21	877	2	Simulcast	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)	$ 1,500.00	15.00%	$ 1,275.00	$ 2,550.00
21	877	1	Simulcast	UA00153AB	ADD: ASTRO 25 FDMA SITE LICENSE	$ 30,000.00	15.00%	$ 25,500.00	$ 25,500.00
21	877	1	Simulcast	UA00159AB	ADD: P25 PHASE 2 TDMA TRKNG OP SITE LIC	$ 30,000.00	15.00%	$ 25,500.00	$ 25,500.00
21	877	4	Simulcast	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC	$ 3,000.00	15.00%	$ 2,550.00	$ 10,200.00

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LIM	APC	QTY	BLOCK	NOMENCLATURE	DESCRIPTION	UNIT LIST	DISC (%)	UNIT DISC	EXT DISC
21	877	1	Simulcast	UA00160AA	ADD: PHASE 2 DYNAMIC TG ASGNMT SITE LIC	$ 18,000.00	15.00%	$ 15,300.00	$ 15,300.00
21	877	4	Simulcast	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC	$ 2,000.00	15.00%	$ 1,700.00	$ 6,800.00
22	595	1	Simulcast	T8343	GSERIES SOFTWARE LICENSING	$ -	15.00%	$ -	$ -
22	595	9	Simulcast	UA00400AA	ADD: GSERIES BR-P25 TRNK MS IP	$ -	15.00%	$ -	$ -
22	595	2	Simulcast	UA00409AA	ADD: GSERIES RDM	$ -	15.00%	$ -	$ -
23	509	1	Simulcast	TRN7343	SEVEN AND A HALF FOOT RACK	$ 495.00	15.00%	$ 420.75	$ 420.75
24	207	1	Simulcast	DSOP820B	PDU, 120V HARDWIRE (8) 20A OUTLET PDU WITH TYPE 3 SAD PROTECTION	$ 1,154.00	15.00%	$ 980.90	$ 980.90
25	207	1	Simulcast	DS1101378	RACK MT ADAPTER PLATE, 19 IN FOR DSOP820B, DSOP820B2 & DSNSOP820B	$ 68.00	15.00%	$ 57.80	$ 57.80
26	207	2	Simulcast	DSTSJ48CLT	SPD, RJ-45 OR HARDWIRE CONNECTED FOR T1/E1, PROTECTS 4 WIRES	$ 133.00	15.00%	$ 113.05	$ 226.10
27	207	1	Simulcast	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS	$ 110.00	15.00%	$ 93.50	$ 93.50
28	469	1	Simulcast	F4544	SITE MANAGER ADVANCED	$ 3,000.00	15.00%	$ 2,550.00	$ 2,550.00
28	469	1	Simulcast	VA00905	ADD:24/48 VDC PS TO SM	$ 120.00	15.00%	$ 102.00	$ 102.00
28	469	1	Simulcast	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO REL	$ 1,850.00	15.00%	$ 1,572.50	$ 1,572.50
28	469	3	Simulcast	V592	AAD TERM BLCK & CONN WI	$ 90.00	15.00%	$ 76.50	$ 229.50
28	382	1	Simulcast	V838	RTU_SW_LIC_PER_TRAK_GPS	$ 110.00	15.00%	$ 93.50	$ 93.50
28	382	1	Simulcast	V839	RTU_SW_LIC_PER_NFM-RTU_I-O	$ 110.00	15.00%	$ 93.50	$ 93.50
29	708	1	OAMP	DSIGMX10440GDCBNDL	PROMO MX104 BNDL 40G 2X10G BUILT IN PORT MIC SLOT REDUNDANT	$ 13,035.00	15.00%	$ 11,079.75	$ 11,079.75
30	708	1	OAMP	DSIGSVCNDMX10440B	ND SUP FOR MX104-40G-AC-BNDL AND MX104-40G-DC-BNDL	$ 3,453.00	15.00%	$ 2,935.05	$ 2,935.05
31	708	1	OAMP	DSIGRESMX104BB	ROUTING ENGINE FOR MX104 AND 4GB MEMORY SPARE	$ 5,508.00	15.00%	$ 4,681.80	$ 4,681.80
32	708	2	OAMP	DSIGMIC3D20GESFPE	MIC-3D-20GE-SFP ENHANCED MAC SEC & TIMING PHY MAX 256 APS	$ 3,429.00	15.00%	$ 2,914.65	$ 5,829.30
33	708	6	OAMP	DSIGSFP1GEFE	SFP 10/100/1000 COPPER	$ 220.00	15.00%	$ 187.00	$ 1,122.00
34	207	1	Simulcast	DS265503	INVERTER, 1000VA 48VDC/120VAC ESI SERIES 1KVA/800W	$ 2,870.00	15.00%	$ 2,439.50	$ 2,439.50
35	207	1	Simulcast	DSDST20A	DISTRIBUTION PANEL (UL) W/ REAR COVER (USES PBA PLUG-IN BREAKERS)	$ 2,026.00	15.00%	$ 1,722.10	$ 1,722.10
36	207	1	Simulcast	DSBBA800	ISOLATED GROUND BUS BAR ASSEMBLY, 800A	$ 598.00	15.00%	$ 508.30	$ 508.30
37	207	2	Simulcast	DSPBA10	PBA PLUG-IN BREAKER 10 AMP	$ 74.00	15.00%	$ 62.90	$ 125.80
38	207	4	Simulcast	DSPBA5	PBA PLUG-IN BREAKER 5 AMP	$ 78.00	15.00%	$ 66.30	$ 265.20
39	112	1	Simulcast	T7140	G-SERIES SOFTWARE UPGRADE	$ -	15.00%	$ -	$ -

LIM	APC	QTY	BLOCK	NOMENCLATURE	DESCRIPTION	UNIT LIST	DISC (%)	UNIT DISC	EXT DISC
39	595	1	Simulcast	CA02206AA	ADD: SIMULCAST REMOTE SITE LICENSE IV&D	$ 4,920.00	15.00%	$ 4,182.00	$ 4,182.00
40	112	1	Simulcast	T7140	G-SERIES SOFTWARE UPGRADE	$ -	15.00%	$ -	$ -
40	595	1	Simulcast	CA02206AA	ADD: SIMULCAST REMOTE SITE LICENSE IV&D	$ 4,920.00	15.00%	$ 4,182.00	$ 4,182.00
41	207	1	Simulcast	DSTSXDFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET	$ 195.00	15.00%	$ 165.75	$ 165.75
42	207	1	Simulcast	DSGSAKITD	GROUND STRAP KIT - DIN	$ 47.00	15.00%	$ 39.95	$ 39.95
43	351	25	Simulcast	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET	$ 3.30	15.00%	$ 2.81	$ 70.13
44	351	1	Simulcast	DSNM50V12	CONNECTOR, N MALE INTERFACE FOR EC4-50	$ 28.25	15.00%	$ 24.01	$ 24.01
45	351	1	Simulcast	DS716M50V12N1	CONNECTOR, 7/16 DIN MALE INTERFACE FOR EC4-50	$ 26.00	15.00%	$ 22.10	$ 22.10
46	207	1	Simulcast	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG	$ 182.00	15.00%	$ 154.70	$ 154.70
47	207	1	Simulcast	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG	$ 182.00	15.00%	$ 154.70	$ 154.70
48	351	25	Simulcast	DSEC150HF	COAXIAL CABLE, 1/4" HIFLEX, 50 OHM WITH BLACK PE JACKET	$ 2.70	15.00%	$ 2.30	$ 57.38
49	351	2	Simulcast	DSNM50B14X	CONNECTOR, N MALE INTERFACE FOR EC1-50-HF	$ 31.50	15.00%	$ 26.78	$ 53.55
50	351	25	Simulcast	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE JACKET	$ 3.85	15.00%	$ 3.27	$ 81.81
51	351	2	Simulcast	DSNM50B12X	CONNECTOR, N MALE INTERFACE FOR EC4-50-HF	$ 43.50	15.00%	$ 36.98	$ 73.95

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SECTION 3

STATEMENT OF WORK

3.1 TASK OVERVIEW

Motorola will install and configure the proposed equipment summarized in the attached System Description and equipment list. The following table describes the project tasks and responsibilities involved throughout the lifecycle of the project.

Prior to starting any equipment installations, Motorola and Buckeye shall conduct a site readiness review examine existing work, or work performed by others, that is required to support the proposed design. Implementation services included as part of this proposal are based on a single mobilization and will occur between normal business hours, Monday – Friday, 8:00am-4:30pm. Should Buckeye require services to occur during non-business hours, additional costs may apply and will be handled via the change order process.

Project Tasks and Responsibilities

Tasks	Motorola	Buckeye
Project Initiation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Schedule kickoff meeting.	X	
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Hold regular project status meetings as agreed upon; record and distribute meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Maintain responsibility for Customer's vendors and issues outside of Motorola Solutions' control.		X
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion document	X	
Upon completion of tasks, approve project milestone completion documents.		X
Project Kickoff / Design Review		
Introduce team, review roles, and decision authority.	X	X
Review Customer's operational requirements, project scope and objectives.	X	X
Review the Design Documents and Statement of Work.	X	X
Develop cutover plan and document final cutover process.	X	X
Develop or update mutually agreed upon detailed project schedule (Performance Schedule).	X	X

Provide heat load and power requirements for new equipment.	X	
Provide backhaul performance specifications and demarcation points.	X	
Complete the required forms for RF frequency coordination and licensing.		X
Ensure that RF frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.		X
Provide T1 channel assignments and dropping requirements at each location.		X
Pay licensing and frequency coordination fees as required		X
Review safety, security, and site access procedure.	X	X
Update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	X
Equipment Storage		
Provide secure warehousing.		X
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Site Access		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
Site Planning		
Perform all tasks and deliverables as required to provide an equipment shelter and tower meeting the requirements of the proposed design.		X
Conduct site evaluations to determine site readiness to accommodate proposed equipment including space, power, site grounding, and general Standards and Guidelines for Communication Sites (R56).	X	
Submit site evaluation report and advise Customer of any site conditions that need addressed prior to installations.	X	
Assume responsibility for resolution of site deficiencies.		X
Installation		
Deliver solution equipment to installation location.	X	
Install all proposed fixed equipment as outlined in the System Description and equipment list, *except for equipment listed at the end of this table under "Equipment for Delivery Only"* Section 3.1.1 and tower top amp equipment, based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Install DC power cabling between Customer provided DC plant and Motorola equipment.	X	
Bond installed equipment to the provided ground system.	X	

Label installed equipment, racks, and cables.	X	
Perform audit of installed equipment to ensure compliance with requirements and R56 installation standards.	X	
Install other equipment and subsystems not specifically listed in Motorola's equipment list and design documents.		X
Install, configure and support OAM&P equipment (Section 3.1.1) provided by Motorola.		X
Interface and Configuration		
Provide system interconnections that are not specifically outlined in the system design, including dedicated T1 circuits or other types of connectivity.		X
Install and terminate all network cables between site routers demarcation port backhaul transport including microwave, leased lines, and Ethernet.		X
Configure ASTRO 25 system to support the new RF sites.	X	
Integrate the RF sites into the system to ensure proper operation.	X	
System Optimization and Testing		
Verify that all audio and data levels are at factory specified settings.	X	
Verify communication interfaces between sites and devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review.	X	
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola determines that corrective action has been taken.	X	
Document the results of the acceptance tests and present to Customer for review.	X	
Review and approve final acceptance test results.		X
Resolve any minor task failures before Final System Acceptance.	X	
Transition to Service		
Review the items necessary for transitioning the project to service.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Finalize Documentation		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: Site Block Diagrams	X	

Site Equipment Rack Configurations ATP Test Checklists Functional Acceptance Test Plan Test Sheets and Results Equipment Inventory List Documentation will be delivered in Adobe PDF format on CD/DVD or USB (2 copies).		
Receive and approve documentation.		X
Training (Not Included)		
Final Acceptance		
Sign the Final Project Acceptance Certificate.	X	X

3.1.1 Equipment for Delivery Only

The following special equipment is not part of Motorola's design, but has been requested by Buckeye/RWC to be included in this project. Motorola's responsibility for this equipment is limited to procurement and delivery to Customer. The accuracy of the list, installation, configuration, and support is the responsibility of Buckeye/RWC. Buckeye/RWC will be responsible for contacting vendors directly for warranty and support needs.

OAM&P Equipment	
Qty	**Description**
1	PROMO MX104 BNDL 40G 2X10G BUILT IN PORT MIC SLOT REDUNDANT
1	ND SUP FOR MX104-40G-AC-BNDL AND MX104-40G-DC-BNDL
1	ROUTING ENGINE FOR MX104 AND 4GB MEMORY SPARE
2	MIC-3D-20GE-SFP ENHANCED MAC SEC & TIMING PHY MAX 256 APS
6	SFP 10/100/1000 COPPER
1	JUNIPER EX3400 ETHERNET SWITCH 24 PRT W MSI CONFIG FILE
1	SVC-ND-EX34-24T; JUNIPER CARE LICENSE
1	Neat Patch Cable Organizer; CTAM NP2
1	PP EMPTY 48P 2RU BLK QUICKPORT; LEV 49255-H48
2	9-08C6PM-BK; COUPLER BLK (25PK)
6	OLG20PORG-005 5' CAT6 SLIM PATCH CORDS ORANGE
22	OLG20PYEC-005 5' CAT6 SLIM PATCH CORDS YELLOW
2	PNL CBL MGT 1U Cable Pass-Thru w/Brush; APC AR8429

3.2 CIVIL WORK

All site planning, site engineering, and site construction is the responsibility of Buckeye.

3.3 CHANGE ORDER PROCESS

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

SECTION 4

PROJECT SCHEDULE

The estimated time for completion of the project is 6 to 9 months from Project Kickoff through Final Project Acceptance subject to equipment lead times at the time of order. A mutually agreed upon detailed project schedule will be developed by the Motorola Solutions' Project Manager upon contract award during the Contract Design Review (CDR) phase of the project.

SECTION 5

ACCEPTANCE TEST PLAN

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the features, functions, and failure modes for the installed equipment in order to verify that the solution operates according to its design. This plan will validate that Buckeye's solution will operate according to its design, and increase the efficiency and accuracy of the final installation activities. A detailed FATP will be developed and finalized during the Design Review.

Coverage verification testing and a Coverage Acceptance Test has not been included in the proposed scope and pricing.

SECTION 6

WARRANTY AND SUPPORT

Motorola will provide warranty services per our standard warranty terms and conditions as outlined within the terms and conditions of Arizona State Contract # CTR046830. In addition to the warranty services, Motorola Solutions will provide during the Warranty Period above-warranty services that are described generally below. A full description and statement of work describing the services that will be provided are available upon request.

6.1 TECHNICAL SUPPORT SERVICE

Motorola Technical Support service provides an additional layer of support through centralized, telephone consultation for issues that require a high level of communications network expertise and troubleshooting capabilities. Technical Support is delivered by the System Support Center (SSC). The SSC is staffed with trained, skilled technologists specializing in the diagnosis and swift resolution of network performance issues. These technologists have access to a solutions database as well as in house test labs and development engineers. Technical Support cases are continuously monitored against stringent inbound call management and case management standards to ensure rapid and consistent issue resolution. Technical Support service translates into measurable, customer-specific metrics for assured network performance and system availability.

6.2 DISPATCH SERVICE

Motorola's Dispatch Service ensures that trained and qualified technicians are dispatched to diagnose and restore your communications network. Following proven response and restoration processes, the local authorized service center in your area is contacted and a qualified technician is sent to your site. An automated escalation and case management process is followed to ensure that technician site arrival and system restoration comply with contracted response and restore times. Once the issue has been resolved, the System Support Center verifies resolution and with your approval, closes the case. Activity records are also available to provide a comprehensive history of site performance, issues, and resolution.

6.3 ON-SITE INFRASTRUCTURE RESPONSE

Motorola On-Site Infrastructure Response provides local, trained and qualified technicians who arrive at your location to diagnose and restore your communications network. Following proven response and restore processes, Motorola Dispatch contacts the local authorized service center in your area and dispatches a qualified technician to your site. An automated escalation and case management process ensures that technician site arrival and system restoration comply with contracted response times. The field technician restores the system by performing first level

troubleshooting on site. If the technician is unable to resolve the issue, the case is escalated to the System Support Center or product engineering teams as needed.

6.4 INFRASTRUCTURE REPAIR

Infrastructure Repair service provides for the repair of all Motorola-manufactured equipment, as well as equipment from third-party infrastructure vendors. All repair management is handled through a central location eliminating your need to send equipment to multiple locations.

Comprehensive test labs replicate your network in order to reproduce and analyze the issue. State-of-the-art, industry-standard repair tools enable our technicians to troubleshoot, analyze, test, and repair your equipment. Our ISO9001 and TL9000-certified processes and methodologies ensure that your equipment is quickly returned maintaining the highest quality standards.

6.5 NETWORK PREVENTATIVE MAINTENANCE

Network Preventative Maintenance provides an operational test and alignment on your infrastructure or fixed network equipment to ensure that it meets original manufacturer's specifications. Trained technicians:

- Physically inspect equipment.
- Remove dust and foreign substances.
- Clean filters.
- Measure, record, align and adjust equipment to meet original manufacturer's specifications.

This service is performed based on a schedule agreed upon between you and Motorola. Network Preventative Maintenance proactively detects issues that may result in system malfunctions and operational interruptions.

SECTION 7

PRICING SUMMARY

Description	Price
Equipment Total	$843,724.00
AZ State Contract Discount	($126,558.60)
Systems Integration and Warranty Support Services	$308,504.40
SUBTOTAL (Before Tax)	**$1,025,669.80**
Sales Tax (on equipment only at 9.3%)	$66,696.38
TOTAL (Including Tax)	**$1,092,366.18**

Integration with the Regional Wireless Cooperative, (RWC) may require additional work by the RWC including potential changes to fees, and operations and maintenance costs. These costs are not reflected in this proposal and should be discussed with the RWC Executive Director.

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase

1. 25% of the Contract Price due upon contract execution (due upon effective date);
2. 60% of the Contract Price due upon shipment of equipment;
3. 10% of the Contract Price due upon installation of equipment; and
4. 5% of the Contract Price due upon Final Acceptance.

Motorola shall make partial shipments of equipment and will submit invoices based on equipment shipped and accepted by customer. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

SECTION 8

TERM AND CONDITIONS

This proposal is subject to the terms and conditions of the State of Arizona Contract #CTR046830.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/06/24	**AGENDA ITEM:** 4.K. CIP - CIP No. 105260 Right of Way/Roadway and related improvements generally located along Miller Road from Lower Buckeye Road to Pima Street
DATE PREPARED: 02/05/24	**DISTRICT NO.:** 3
STAFF LIAISON: Paul Lopez, Deputy City Engineer, plopez@buckeyeaz.gov, (623) 349-6204	
DEPARTMENT: Engineering	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Ordinance No. 02-24 authorizing and directing the City Manager, City Attorney and City staff to take any and all action necessary to acquire fee title, or a lesser interest in, including but not limited to easements for drainage, public utilities, and/or construction, as needed, to certain real property including any associated personal property, as a matter of public necessity by dedication, donation, purchase, exchange, or by exercise of the power of eminent domain; and to sign any documents and enter into any contracts necessary to effect the purposes of this Ordinance; and to take any and all other action as is legally necessary to acquire fee title or an easement interest in, to and for all necessary rights of way or roadway generally located along the Miller Road alignment, from Lower Buckeye Road to Pima Street, within Sections 17 and 19 of Township 1 North, Range 3 West, in Buckeye, Arizona.

SUMMARY

PROJECT DESCRIPTION:
Acquisition of fee title or lesser interest in real property for roadway/right of way, drainage easement, public utility easement, and/or temporary construction easement is necessary for construction of the roadway improvements that will include the ultimate arterial road widening, dedicated turn lanes, sidewalk, curb and gutter and overhead 69kV power lines that must be relocated and/or buried.

This Council action will facilitate the following acquisition of real property and/or easements from a portion of undeveloped land on the southeast corner of Watkins Road and Miller Road, record title holder Next Gen Universal VIII LLC:

- APN's 504-63-554 and 504-63-555: Approximately 0.028 acres of real property for roadway,
- APN's 504-63-554 and 504-63-555: Approximately 0.028 acres for public utility easement,
- APN 504-63-555: Approximately 0.185 acres for temporary drainage easement.

This Council action will facilitate the following acquisition of real property from a portion of developed land on the east side of Miller Road, record title holder Broadstone TRS Arizona LLC:

- APN 504-63-552: Approximately 0.002 acres of real property for roadway.

This Council action will facilitate the following acquisition of a permanent drainage easement from a portion of undeveloped land on the Northeast corner of Miller Road and Durango Street, record title holder Yuma/Miller Rd, 20 Acres LLC:

- APN 504-63-007W: Approximately 0.018 acres for permanent drainage easement.

This Council action will facilitate the following acquisition of a permanent drainage easement from a portion of undeveloped land on the east side of Miller Road, record title holder Glendale Ave/Miller Rd LLC:

- APN 504-63-007Y: Approximately 0.186 acres for permanent drainage easement.

This Council action will facilitate the following acquisition of real property and a temporary construction easement from a portion of developed land on the Southeast corner of Miller Road & Durango Street, record title holder Speedsmart 112 Inc:

- APN 504-63-548: Approximately 0.129 acres of real property for roadway,
- APN 504-63-548: Approximately 0.331 acres for temporary construction easement.

This Council action will facilitate the following acquisition of real property, permanent utility easement, and a permanent drainage easement from a portion of undeveloped land on the West side of Miller Road, record title holder Sunbelt Land Holdings, LP:

- APN's 504-26-014E and 504-26-014G: Approximately 0.423 acres of real property for roadway,
- APN's 504-26-014E and 504-26-014G: Approximately 0.084 acres for permanent utility easement,
- APN's 504-26-014E and 504-26-014G: Approximately 0.267 acres for permanent drainage easement.

BENEFITS:
Acquisition of fee title or a lesser interest of the Miller Road segment identified in this Council Action Report will facilitate improved traffic patterns in the area due to recent development activity in the corridor, and provide the necessary lanes to reduce delays, improve safety and aid in encouraging additional economic growth in this area.

FUTURE ACTION:
Depending upon the outcome of ongoing dialogue and negotiations with the respective properties' owners, the City will reach an agreement(s) for fee title and/or lesser property-interest and, alternatively, initiate formal legal proceedings.

FINANCIAL IMPACT STATEMENT:
The real and lesser interest acquisitions of the Miller Road segment identified in this Council Action Report is subject to appraisal and the fair market value (FMV) will be used as a guide to acquire said property interests by means of the most cost effective and least expensive methods necessary. The estimated total FMV of fee title and lesser interest in the subject real property is $277,658.00, and does not include legal costs associated with proceedings pursuant to A.R.S. Section 12-1111, et. al.

APN	Acreage	Estimated Fair Market Value
504-63-554 and 504-63-555 (adjacent parcels/same owner)	0.241	$30,277.00
504-63-552	0.002	$4,414.00
504-63-007W	0.018	$21,568.00
504-63-007Y	0.186	$22,344.00
504-63-548	0.460	$110,140.00

504-26-014E and 504-26-014G (adjacent parcels/same owner)	0.774	$88,915.00
Estimated Total	**1.681**	**$277,658.00**

CURRENT FISCAL YEAR TOTAL COST:
$277,658.00 (estimated total FMV)

BUDGETED:
Yes

FISCAL YEAR:
FY 24

FUND/DEPARTMENT:
50213170-543137

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
24-0201 - Ordinance 02-24 w-Exhibits (smf).pdf
22-0920-105260-50463007W-Yuma Miller Rd 20 acres-PSA.pdf
22-0920-105260-50463007Y-GlendaleAveMillerRdLLC-PSA.pdf
22-0823-105260-50463548-Speedsmart-PSA.pdf
Next Gen Universal TDE.pdf
Sunbelt PSA.pdf
Next Gen Universal ROW PUE.pdf
CIP105260_MillerRdImprovements_8x10_4.pdf
Broadstone FE PSA.pdf

WHEN RECORDED, RETURN TO:
City of Buckeye
ATTN: City Clerk, Lucinda J. Aja
530 East Monroe Avenue
Buckeye, Arizona 85326

ORDINANCE NO. 02-24

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY ATTORNEY AND CITY STAFF TO TAKE ANY AND ALL ACTION NECESSARY TO ACQUIRE FEE TITLE, OR A LESSER INTEREST IN, INCLUDING BUT NOT LIMITED TO EASEMENTS FOR DRAINAGE, PUBLIC UTILITIES, AND/OR CONSTRUCTION, AS NEEDED, TO CERTAIN REAL PROPERTY INCLUDING ANY ASSOCIATED PERSONAL PROPERTY, AS A MATTER OF PUBLIC NECESSITY BY DEDICATION, DONATION, PURCHASE, EXCHANGE, OR BY EXERCISE OF THE POWER OF EMINENT DOMAIN; AND TO SIGN ANY DOCUMENTS AND ENTER INTO ANY CONTRACTS NECESSARY TO EFFECT THE PURPOSES OF THIS ORDINANCE; AND TO TAKE ANY AND ALL OTHER ACTION AS IS LEGALLY NECESSARY TO ACQUIRE FEE TITLE OR AN EASEMENT INTEREST IN, TO AND FOR ALL NECESSARY RIGHTS OF WAY OR ROADWAY GENERALLY LOCATED ALONG THE MILLER ROAD ALIGNMENT, FROM LOWER BUCKEYE ROAD TO PIMA STREET, WITHIN SECTIONS 17 AND 19 OF TOWNSHIP 1 NORTH, RANGE 3 WEST, IN BUCKEYE, ARIZONA.

WHEREAS, pursuant to ARS § 9-241(A), a municipal corporation may purchase, receive, hold, lease and convey property, real and personal, as may be necessary or proper to carry out the purposes of the corporation, within or without its limits; and

WHEREAS, pursuant to ARS §§ 9-240, 9-276, and 12-1111 *et seq*., a city may exercise its power of eminent domain to acquire any property necessary or convenient for the purpose of laying out, establishing, improving and regulating the use of streets, alleys, avenues, sidewalks, parks, public grounds and off-street parking sites; and

WHEREAS, the City Council of the City of Buckeye ("City") has identified certain real property generally located along the along the Miller Road alignment, from Lower Buckeye Road to Pima Street, within Sections 17 and 19 of Township 1 North, Range 3 West in Buckeye, Arizona ("Property"), as necessary for the construction, expansion of roadway and drainage improvements, and more specifically, the Maricopa County Assessor's Parcel Numbers (APN) identified hereinafter; and

/ / /

/ / /

APN	Approx. Size (Acres)	Legal Description(s)	Owner
504-63-552	0.002	See Exhibit "1"	Broadstone TRS Arizona
504-63-554 and -555	0.241	See Exhibit "2"	Next Gen Universal VIII
504-63-007W	0.018	See Exhibit "3"	Yuma/Miller Rd, 20 Acres
504-63-007Y	0.186	See Exhibit "4"	Glendale Ave/Miller Rd
504-63-548	0.460	See Exhibit "5"	Speedsmart 112
504-26-014E and -014G	0.774	See Exhibit "6"	Sunbelt Land Holdings
TOTAL	1.681		

WHEREAS, the City has determined and does hereby find that the acquisition of the Property for the construction expansion of roadway and drainage improvements and related public uses and public facilities is a necessary public use and will benefit the health, safety and convenience of the City's residents; and

WHEREAS, the City has authorized the expenditure, and has expended considerable public funds for the appraisal, purchase, and acquisition of real property and any necessary and associated easements; and

WHEREAS, the City has acquired, will acquire, and currently owns real property and easement within the general area of and adjacent to the Property; and

WHEREAS, the City Manager, City Attorney and City staff may, and are hereby authorized to initiate condemnation proceedings to acquire fee title to the Property and any associated personal property needed for the construction and/or expansion of roadway and drainage improvements and related public uses and facilities.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. That it is deemed necessary and essential as a matter of public health, safety, general welfare and convenience for the City of Buckeye that the City acquire by dedication, donation, purchase, or eminent domain, all real and/or personal property and necessary or associated easements needed for the construction and/or expansion of roadway and drainage improvements and all related public uses and facilities at or near the Miller Road alignment, from Lower Buckeye Road to Pima Street, within Sections 17 and 19 of Township 1 North, Range 3 West in Buckeye, Arizona.

Section 3**.** That, in the event the City is unable to acquire the Property and/or easement(s) by dedication, donation, or purchase, acquisition by the City's power of eminent domain is hereby authorized in order to acquire fee title to the Property along with any associated interests or easements.

Section 4. That the City Manager, City Attorney, City Staff and/or any other appropriate City official or employee, including any retained legal counsel, contractors or consultants, are hereby authorized to take all legal action necessary to acquire fee title to the Property, along with any associated interests or easements, including the right of immediate possession, by filing an action in eminent domain and/or otherwise executing and submitting all documents necessary or desirable for the City to acquire fee title to the Property.

Section 5. That the duly authorized finance officers or disbursing agents of the City are hereby authorized to pay all sums necessary to acquire fee title and any necessary or associated interests and easements in or to the Property including but not limited to, payment of all associated fees and costs for the purchase of any necessary title reports, litigation guarantees, title insurance, title policies, appraisal reports, appraisal review services, escrow fees and services, and/or closing costs, necessary for the acquisition of the Property.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 6th day of February, 2024.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

Attachments: Exhibits "1" – "6"

EXHIBIT "1"
TO
ORDINANCE 02-24
APN 504-63-552
Roadway
[see legal description(s) and depiction(s) on following page(s)]

3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602.244.2566
Fax 602.244.8947
Web www.entellus.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 9-8-2021
ARIZONA U.S.A.
Expires: 6/30/2023

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
APN 504-63-552
MILLER ROAD – LOWER BUCKEYE ROAD TO DURANGO STREET
RIGHT-OF-WAY

That portion of the parcels of land described in Maricopa County Recorder Document # 2019-0884445 and located in the Southwest Quarter of Section 17, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the Southwest Corner of said Section 17 from which the Maricopa County Highway Department brass cap in hand hole found at the West Quarter Corner of said Section 17 bears North 00 degrees 15 minutes 27 seconds East a distance of 2,627.29 feet, said line being the West line of the Southwest Quarter of said Section 17, and said line being the basis of bearings for this description;

Thence along said West line of said Southwest Quarter, North 00 degrees 15 minutes 27 seconds East a distance of 684.59 feet to a point;

Thence South 89 degrees 44 minutes 33 seconds East a distance of 55.00 feet to a point on the existing east right-of-way line of Miller Road, said point also being the northwest corner of the parcel described in MCR Document # 2021-0431317;

Thence continuing along said east right-of-way line, South 89 degrees 44 minutes 33 seconds East a distance of 20.00 feet to a point;

Thence continuing along said east right-of-way line, North 00 degrees 15 minutes 27 seconds East a distance of 20.00 feet to a point;

Thence South 44 degrees 44 minutes 33 seconds East a distance of 7.07 feet to a point on a line parallel with and 80.00 feet distant from said West line;

Thence along said parallel line, South 00 degrees 15 minutes 27 seconds West a distance of 15.00 feet to a point on the south deed line of said parcel of land described in MCR Document # 2019-0884445;

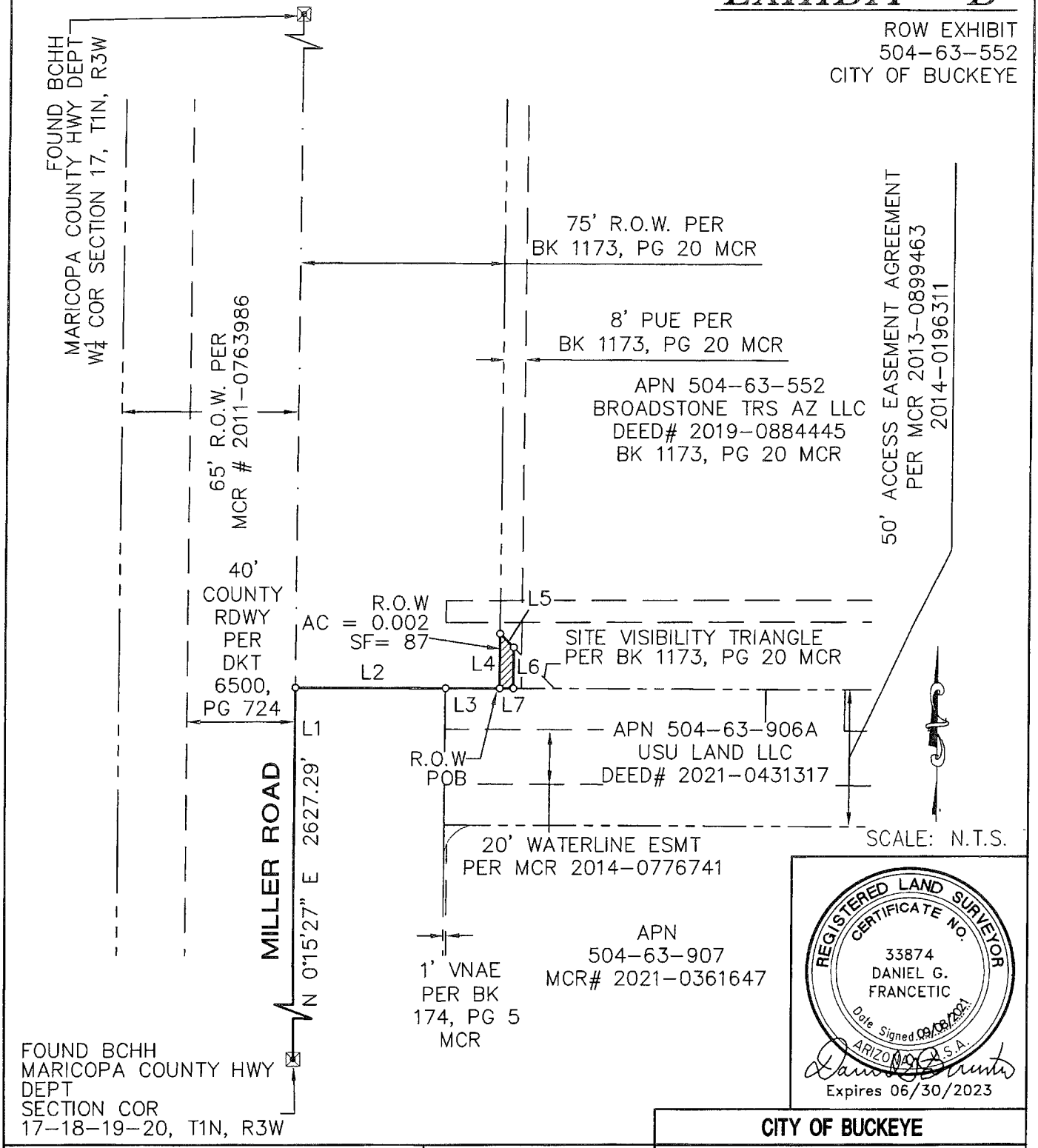
Thence along said south deed line, North 89 degrees 44 minutes 33 seconds West a distance of 5.00 feet to the POINT OF BEGINNING.

Containing an area of 87 SQUARE FEET or 0.002 ACRES, more or less.

See attached Exhibit "B"

EXHIBIT "B"

ROW EXHIBIT
504-63-552
CITY OF BUCKEYE



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 09/08/2021
ARIZONA, U.S.A.

Expires 06/30/2023

LEGEND

RIGHT-OF-WAY

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 17 BEARING N 00°15'27" E

Entellus™
3033 N. 44th Street, Suite 250
Phoenix. AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

CITY OF BUCKEYE

APN 504-63-552

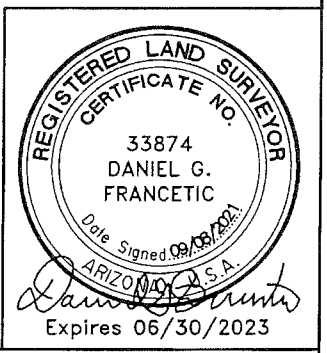
SECTION 17 T1N, R3W

RIGHT-OF-WAY EXHIBIT

DATE: 09/08/21	REV'D:	
DRAWN BY: AH	CHK'D: DGF	PG: 2 OF 3
FILE: 504-63-552_ROW.DWG		

APN 504-63-552

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N0° 15' 27"E	684.59'
L2	S89° 44' 33"E	55.00'
L3	S89° 44' 33"E	20.00'
L4	N0° 15' 27"E	20.00'
L5	S44° 44' 33"E	7.07'
L6	S0° 15' 27"W	15.00'
L7	N89° 44' 33"W	5.00'



Expires 06/30/2023

LEGEND

RIGHT-OF-WAY

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 17 BEARING N 00°15'27" E

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CITY OF BUCKEYE

APN 504-63-552

SECTION 17 T1N, R3W

RIGHT-OF-WAY EXHIBIT

DATE: 09/08/21	REV'D:	
DRAWN BY: AH	CHK'D: DGF	PG: 3 OF 3
FILE: 504-63-552_ROW.DWG		

EXHIBIT "2"
TO
ORDINANCE 02-24
APN 504-63-554 and APN 504-63-555
Roadway; Public Utility Easement; Drainage Easement
[see legal description(s) and depiction(s) on following page(s)]

3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602 244.2566
Fax 602 244 8947
Web www.entellus.com

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
APN 504-63-554
APN 504-63-555
MILLER ROAD – LOWER BUCKEYE ROAD TO DURANGO STREET
RIGHT OF WAY

That portion of the parcels of land described in Maricopa County Recorder Document # 2017-0958336 and located in the Southwest Quarter of Section 17, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the Southwest Corner of said Section 17 from which the Maricopa County Highway Department brass cap in hand hole found at the West Quarter Corner of said Section 17 bears North 00 degrees 15 minutes 27 seconds East a distance of 2,627.29 feet, said line being the West line of the Southwest Quarter of said Section 17, and said line being the basis of bearings for this description;

Thence along said West line of said Southwest Quarter, North 00 degrees 15 minutes 27 seconds East a distance of 985.01 feet to a point;

Thence South 89 degrees 44 minutes 33 seconds East a distance of 70.00 feet to a point on the existing east right-of-way line of Miller Road as defined on the "Minor Subdivision Plat for 25037 & 25043 W Watkins Street" as found in MCR Book 1360 of Maps, Page 33, and said point being the POINT OF BEGINNING;

Thence along said existing east right-of-way line, North 00 degrees 15 minutes 27 seconds East a distance of 245.42 feet to a point;

Thence continuing along said existing east right-of-way line, North 45 degrees 15 minutes 14 seconds East a distance of 7.07 feet to a point on a line parallel with and 75.00 feet distant from said West line;

Thence along said parallel line, South 00 degrees 15 minutes 27 seconds West a distance of 250.42 feet to a point on the south deed line of said parcel;

Thence along said south deed line, North 89 degrees 45 minutes 00 seconds West a distance of 5.00 feet to the POINT OF BEGINNING.

3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602 244.2566
Fax 602 244 8947
Web www.entellus.com

Containing an area of 1,240 SQUARE FEET or 0.028 ACRES, more or less.

See attached Exhibit "B"

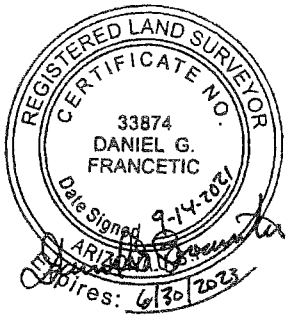
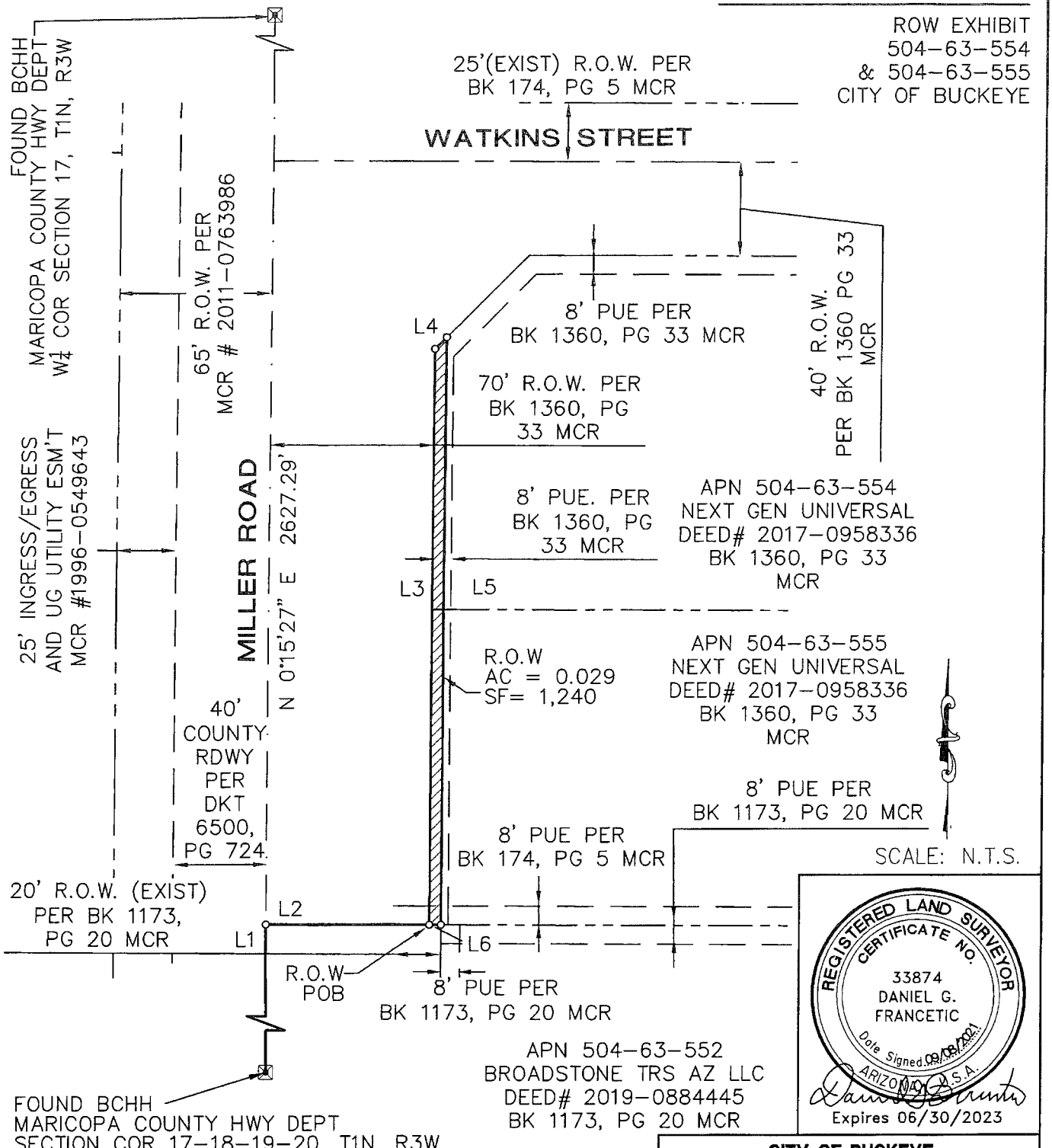


EXHIBIT "B"

ROW EXHIBIT
504-63-554
& 504-63-555
CITY OF BUCKEYE



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 09/08/2021
ARIZONA, U.S.A.
Expires 06/30/2023

LEGEND

RIGHT-OF-WAY

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 17 BEARING N 00°15'27" E

Entellus™
3033 N. 44th Street, Suite 250
Phoenix. AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

CITY OF BUCKEYE

APN 504-63-554 & 504-63-555

SECTION 17 T1N, R3W

RIGHT-OF-WAY EXHIBIT

DATE: 09/08/21	REV'D:	
DRAWN BY: AH	CHK'D: DGF	PG: 3 OF 4
FILE: 504-63-554_ROW.DWG		

APN 504-63-554 & 504-63-555

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N0° 15' 27"E	985.01'
L2	S89° 44' 33"E	70.00'
L3	N0° 15' 27"E	245.42'
L4	N45° 15' 14"E	7.07'
L5	S0° 15' 27"W	250.42'
L6	N89° 45' 00"W	5.00'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 09/08/2021
ARIZONA, U.S.A.

Expires 06/30/2023

LEGEND

RIGHT-OF-WAY

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 17 BEARING N 00°15'27" E

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CITY OF BUCKEYE

APN 504-63-554 & 504-63-555

SECTION 17 T1N, R3W

RIGHT-OF-WAY EXHIBIT

DATE: 09/08/21	REV'D:	
DRAWN BY: AH	CHK'D: DGF	PG: 4 OF 4
FILE: 504-63-554_ROW.DWG		

3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
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EXHIBIT "A"

LEGAL DESCRIPTION
FOR
APN 504-63-554
APN 504-63-555
MILLER ROAD – LOWER BUCKEYE ROAD TO DURANGO STREET
PUBLIC UTILITY EASEMENT

That portion of the parcels of land described in Maricopa County Recorder Document # 2017-0958336 and located in the Southwest Quarter of Section 17, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the Southwest Corner of said Section 17 from which the Maricopa County Highway Department brass cap in hand hole found at the West Quarter Corner of said Section 17 bears North 00 degrees 15 minutes 27 seconds East a distance of 2,627.29 feet, said line being the West line of the Southwest Quarter of said Section 17, and said line being the basis of bearings for this description;

Thence along said West line of said Southwest Quarter, North 00 degrees 15 minutes 27 seconds East a distance of 985.01 feet to a point;

Thence South 89 degrees 44 minutes 33 seconds East a distance of 78.00 feet to a point on a line parallel with and 78.00 feet distant from said West line, said point also being on the east line of an existing 8.00 foot public utility easement (PUE) as defined on the "Minor Subdivision Plat for 25037 & 25043 W Watkins Street" as found in MCR Book 1360 of Maps, Page 33, and said point being the POINT OF BEGINNING;

Thence along said parallel line and said east PUE line, North 00 degrees 15 minutes 27 seconds East a distance of 242.11 feet to a point;

Thence continuing along said east PUE line, North 45 degrees 15 minutes 14 seconds East a distance of 7.07 feet to a point on a line parallel with and 83.00 feet distant from said West line;

Thence along said parallel line, South 00 degrees 15 minutes 27 seconds West a distance of 247.11 feet to a point on the south deed line of said parcel;

Thence along said south deed line, North 89 degrees 45 minutes 00 seconds West a distance of 5.00 feet to the POINT OF BEGINNING.

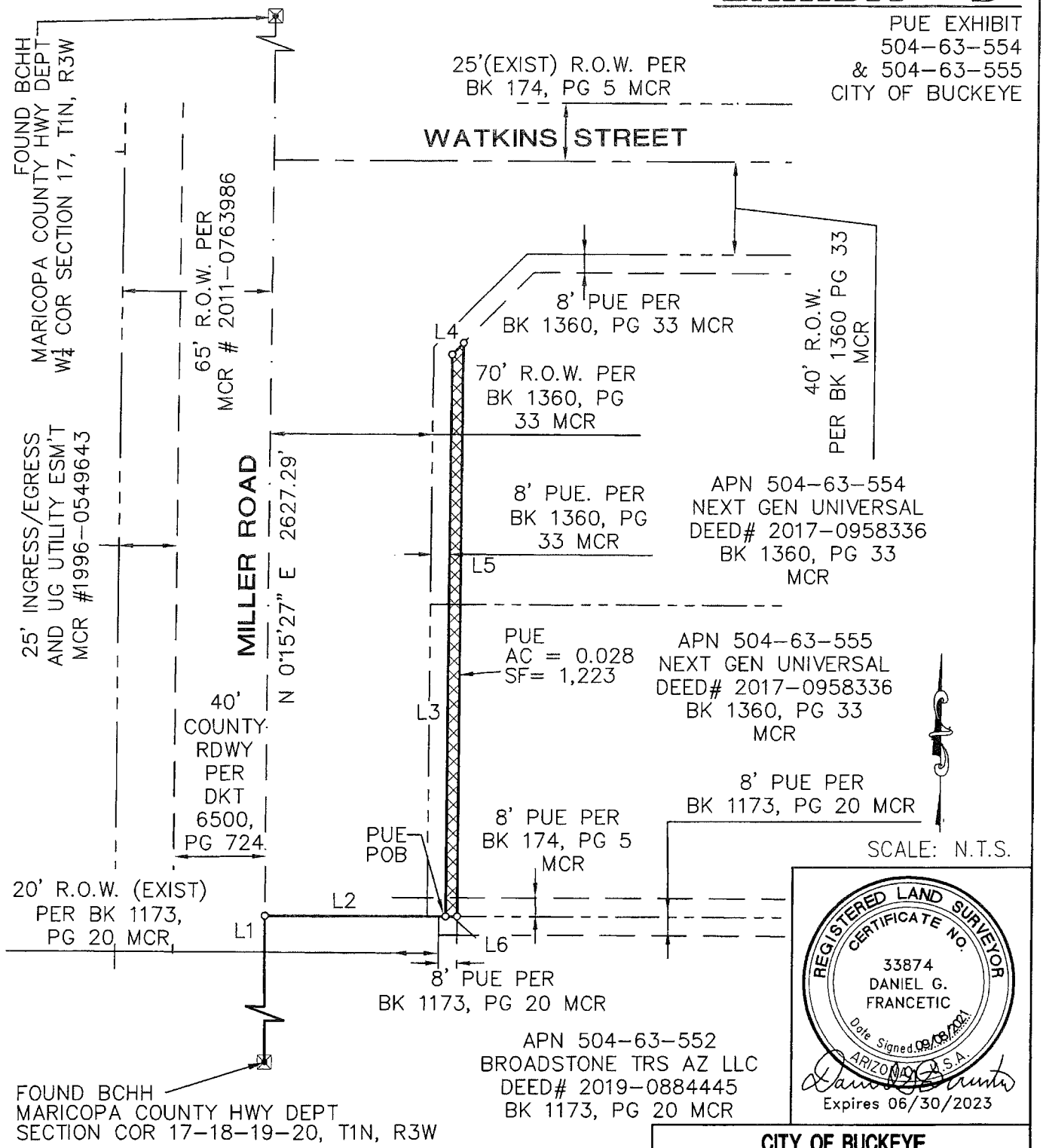
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602 244 2566
Fax 602 244 8947
Web www.entellus.com

Containing an area of 1,223 SQUARE FEET or 0.028 ACRES, more or less.

See attached Exhibit "B"

EXHIBIT "B"

PUE EXHIBIT
504-63-554
& 504-63-555
CITY OF BUCKEYE



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 09/08/2021
ARIZONA, U.S.A.
Expires 06/30/2023

LEGEND

PUBLIC UTILITY EASEMENT

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 17 BEARING N 00°15'27" E

Entellus™
3033 N. 44th Street, Suite 250
Phoenix. AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

CITY OF BUCKEYE

APN 504-63-554 & 504-63-555

SECTION 17 T1N, R3W

PUBLIC UTILITY EASEMENT EXHIBIT

DATE: 09/08/21	REV'D:	
DRAWN BY: AH	CHK'D: DGF	PG: 3 OF 4
FILE: 504-63-554_PUE.DWG		

APN 504-63-554 & 504-63-555

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N0° 15' 27"E	985.01'
L2	S89° 44' 33"E	78.00'
L3	N0° 15' 27"E	242.11'
L4	N45° 15' 14"E	7.07'
L5	S0° 15' 27"W	247.11'
L6	N89° 45' 00"W	5.00'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 09/08/2021
ARIZONA, U.S.A.

Expires 06/30/2023

LEGEND

PUBLIC UTILITY EASEMENT

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 17 BEARING N 00°15'27" E

Entellus™
3033 N. 44th Street, Suite 250
Phoenix. AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

CITY OF BUCKEYE

APN 504-63-554 & 504-63-555

SECTION 17 T1N, R3W

PUBLIC UTILITY EASEMENT EXHIBIT

DATE: 09/08/21	REV'D:	
DRAWN BY: AH	CHK'D: DGF	PG: 4 OF 4
FILE: 504-63-554_PUE.DWG		

EXHIBIT A
LEGAL DESCRIPTION

FOR
APN 504-63-555
SOUTHEAST CORNER OF MILLER ROAD AND WATKINS STREET
TEMPORARY DRAINAGE EASEMENT

A PORTION OF LOT 2 OF "25037 & 25043 W. WATKINS STREET" RECORDED IN BOOK 1360 OF MAPS, PAGE 33, RECORDS OF MARICOPA COUNTY, ARIZONA AND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE MARKING THE SOUTHWEST CORNER OF SAID SECTION 17 FROM WHICH A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE MARKING THE WEST QUARTER CORNER OF SAID SECTION 17 BEARS NORTH 00°15'27" EAST A DISTANCE OF 2627.29 FEET, SAID LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, NORTH 00°15'27" EAST A DISTANCE OF 1008.01 FEET;

THENCE LEAVING SAID WEST LINE, SOUTH 89°44'33" EAST, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°15'27" EAST A DISTANCE OF 111.42 FEET TO THE NORTH LINE OF SAID LOT 2;

THENCE ALONG SAID NORTH LINE, SOUTH 89°45'00" EAST A DISTANCE OF 74.00 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00°15'27" WEST, A DISTANCE OF 111.42 FEET;

THENCE NORTH 89°44'51" WEST A DISTANCE OF 74.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 8,245 SQUARE FEET OR 0.189 ACRES, MORE OR LESS.

EXPIRES: 09/30/24

CHAD W. HUBER
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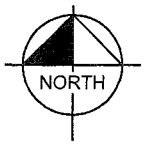
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	01/23/2024	191342026	1 OF 3

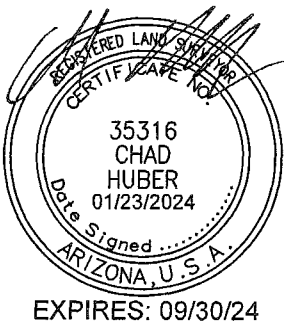
EXHIBIT B

CITY OF BUCKEYE

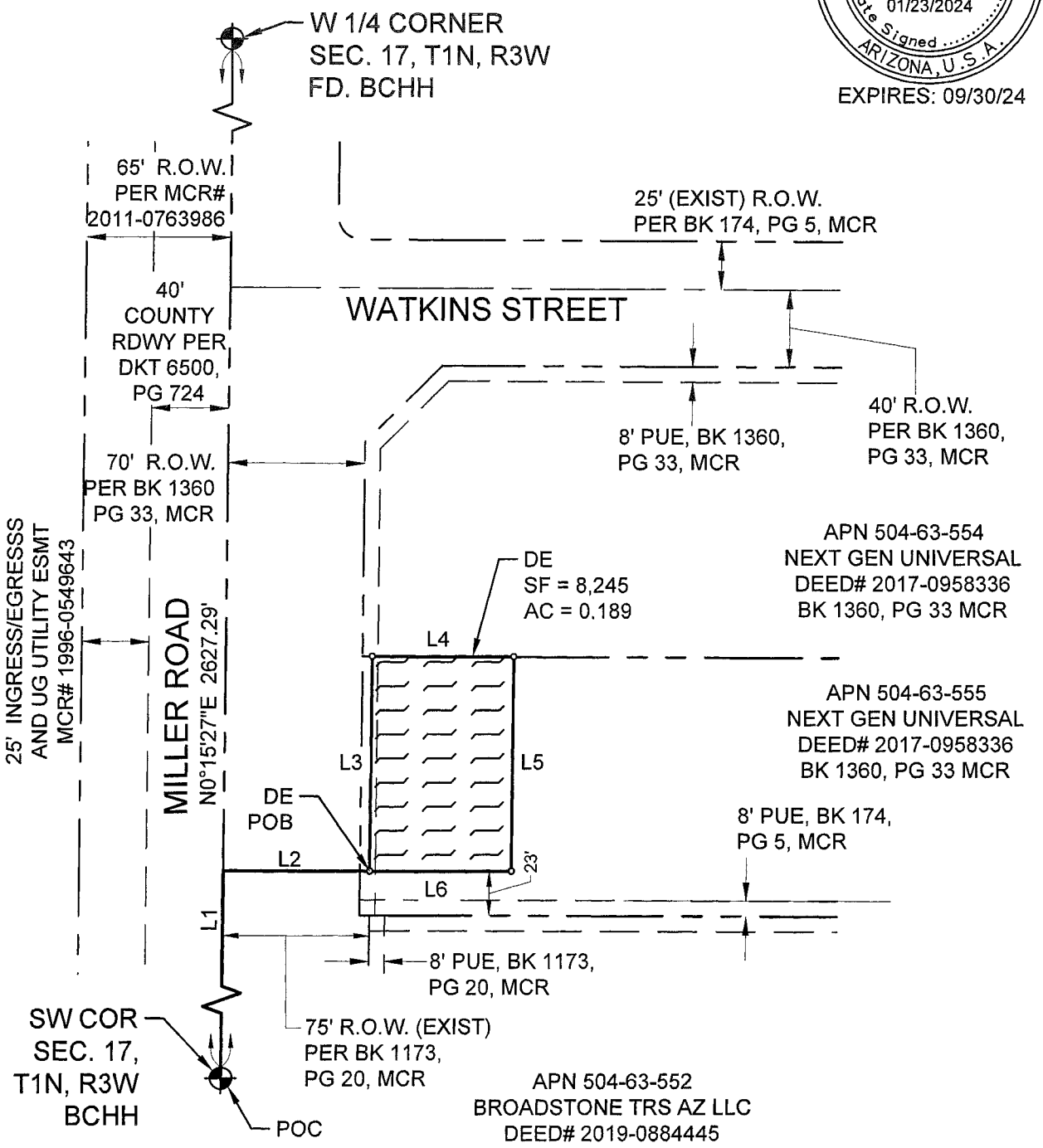
504-63-555

TEMPORARY DRAINAGE EASEMENT EXHIBIT





EXPIRES: 09/30/24



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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	CWH	CWH	01/23/2024	191342026	2 OF 3

EXHIBIT B

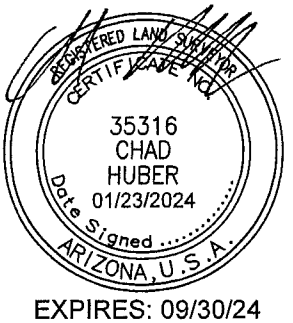
CITY OF BUCKEYE

504-63-555

TEMPORARY DRAINAGE EASEMENT EXHIBIT

LINE TABLE

L1 = N00°15'27"E 1008.01'
L2 = N89°44'33"W 75.00'
L3 = N00°15'27"E 111.42'
L4 = S89°45'00"E 74.00'
L5 = S00°15'27"W 111.42'
L6 = N89°44'51"W 74.00'



EXPIRES: 09/30/24

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	CWH	CWH	01/23/2024	191342026	3 OF 3

EXHIBIT "3"
TO
ORDINANCE 02-24
APN 504-63-007W
Drainage Easement
[see legal description(s) and depiction(s) on following page(s)]

3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602 244 2766
Fax 602 244 8947
Web www.tellus.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 09-22-2021
ARIZONA, U.S.A.
Expires 09/30/2023

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
APN 504-63-007W
MILLER ROAD- DURANGO ROAD TO INTERSTATE 10
DRAINAGE EASEMENT

That portion of the parcel of land described in Maricopa County Recorder Document # 2021-0813064 and located in the Northwest Quarter of Section 17, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the West Quarter Corner of said Section 17 from which the Maricopa County Department of Transportation brass cap flush found at the Northwest Corner of said Section 17 bears North 00 degrees 15 minutes 57 seconds East a distance of 2,626.71 feet, said line being the West line of the Northwest Quarter of said Section 17, and said line being the basis of bearings for this description;

Thence along the South line of said Northwest Quarter, South 89 degrees 53 minutes 12 seconds East a distance of 133.17 feet to a point;

Thence North 00 degrees 06 minutes 48 seconds East a distance of 65.00 feet to the north right-of-way line of Durango Street as defined in the Special Warranty Deed found in the Maricopa County Recorders (MCR) Document Number 2012-0126362, said point also being the POINT OF BEGINNING;

Thence along said north right-of-way line, North 89 degrees 53 minutes 12 seconds West a distance of 13.01 feet to a point on the east right-of-way line of Miller Road as defined in the Special Warranty Deed found in Document Number 2012-0126145 (MCR);

Thence continuing along said east right-of-way line, North 44 degrees 48 minutes 31 seconds West a distance of 56.48 feet;

Thence continuing along said east right-of-way line, North 00 degrees 15 minutes 57 seconds East a distance of 123.15 feet to a point;

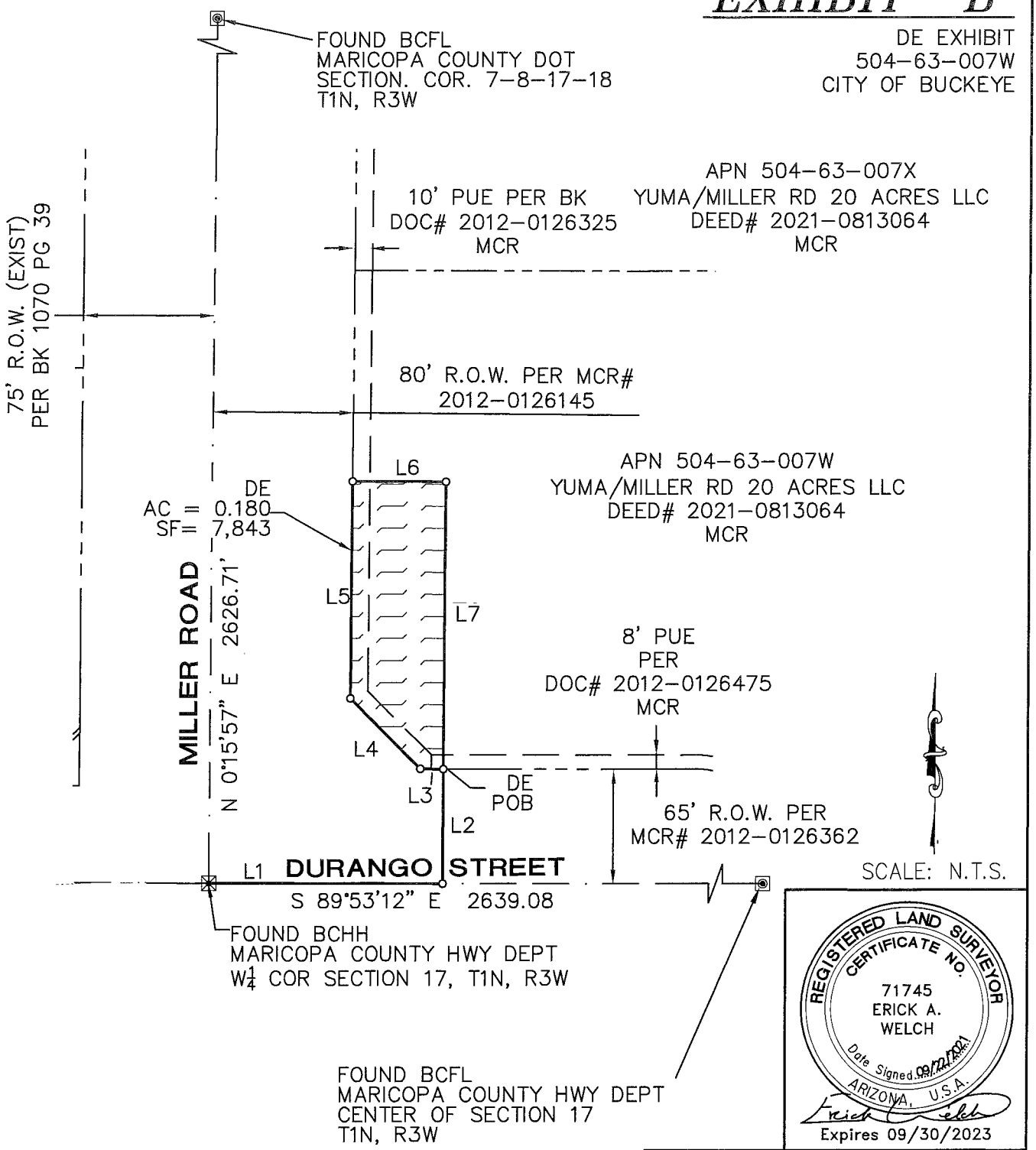
Thence South 89 degrees 44 minutes 03 seconds East a distance of 53.00 feet to a point on a line parallel with and 53.00 feet distant from said east right-of-way line,

Thence along said parallel line, South 00 degrees 15 minutes 57 seconds West a distance of 163.00 feet to the POINT OF BEGINNING.

Containing an area of 7,843 SQUARE FEET or 0.180 ACRES, more or less.
See attached Exhibit "B"

EXHIBIT "B"

DE EXHIBIT
504-63-007W
CITY OF BUCKEYE



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 09/27/2021
ARIZONA, U.S.A.
Expires 09/30/2023

LEGEND

DRAINAGE EASEMENT

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 17 BEARING N 00°15'57" E

Entellus™
3033 N. 44th Street, Suite 250
Phoenix. AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

CITY OF BUCKEYE

APN 504-63-007W

SECTION 17 T1N, R3W

DRAINAGE EASEMENT EXHIBIT

DATE: 09/13/21	REV'D:	
DRAWN BY: AH	CHK'D: DGF	PG: 2 OF 3
FILE: 504-63-007W-DE_.DWG		

APN 504-63-007W

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89° 53' 12"E	133.17'
L2	N0° 06' 48"E	65.00'
L3	N89° 53' 12"W	13.01'
L4	N44° 48' 31"W	56.48'
L5	N0° 15' 57"E	123.15'
L6	S89° 44' 03"E	53.00'
L7	S0° 15' 57"W	163.00'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 09/13/2021
ARIZONA, U.S.A.
Expires 09/30/2023

LEGEND

DRAINAGE EASEMENT

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 17 BEARING N 00°15'57" E

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CITY OF BUCKEYE

APN 504-63-007W

SECTION 17 T1N, R3W

DRAINAGE EASEMENT EXHIBIT

DATE: 09/13/21 | REV'D:

DRAWN BY: AH | CHK'D: DGF | PG: 3 OF 3

FILE: 504-63-007W-DE_.DWG

EXHIBIT "4"
TO
ORDINANCE 02-24
APN 504-63-007Y
Drainage Easement
[see legal description(s) and depiction(s) on following page(s)]

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Phoenix Arizona 85018
Tel 602 244 2366
Fax 602 244 8047
Web www.entellus.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 09-22-2021
ARIZONA, U.S.A.
Expires 09/30/2023

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
APN 504-63-007Y
MILLER ROAD- DURANGO ROAD TO INTERSTATE 10
DRAINAGE EASEMENT

That portion of the parcel of land described in Maricopa County Recorder Document # 2021-0598204 and located in the Northwest Quarter of Section 17, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the West Quarter Corner of said Section 17 from which the Maricopa County Department of Transportation brass cap flush found at the Northwest Corner of said Section 17 bears North 00 degrees 15 minutes 57 seconds East a distance of 2,626.71 feet, said line being the West line of the Northwest Quarter of said Section 17, and said line being the basis of bearings for this description;

Thence along said West line of said Northwest Quarter, North 00 degrees 15 minutes 57 seconds East a distance of 447.84 feet to a point;

Thence South 89 degrees 44 minutes 03 seconds East a distance of 80.00 feet to the east right-of-way line of Miller Road as defined in the Special Warranty Deed found in the Maricopa County Recorders (MCR) Document Number 2012-0133508, said point also being the POINT OF BEGINNING;

Thence along said east right-of-way line, North 00 degrees 15 minutes 57 seconds East a distance of 125.00 feet to a point;

Thence South 89 degrees 44 minutes 03 seconds East a distance of 65.00 feet to a point on a line parallel with and 65.00 feet distant from said east right-of-way line;

Thence along said parallel line, South 00 degrees 15 minutes 57 seconds West a distance of 125.00 feet to a point;

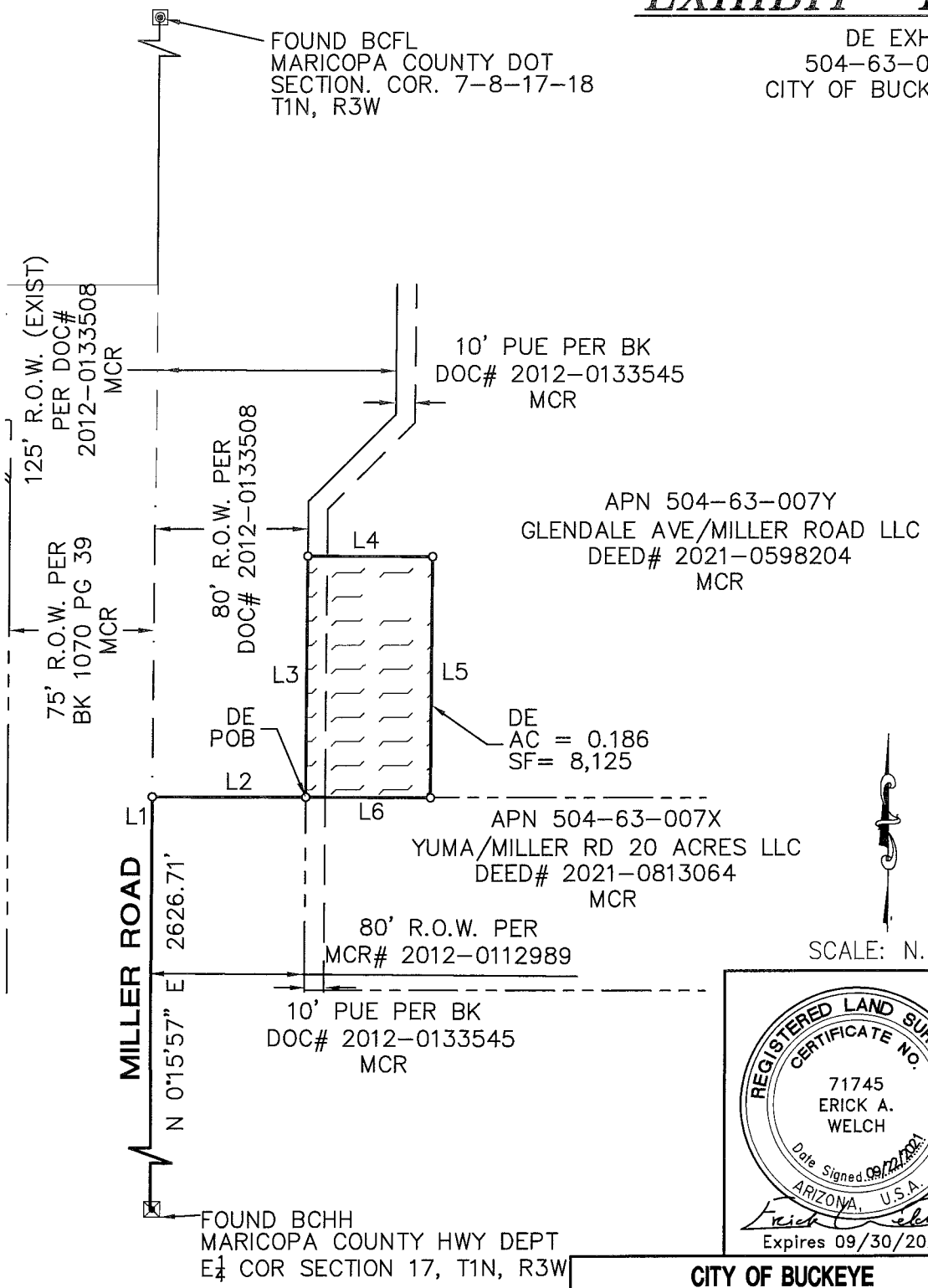
Thence North 89 degrees 44 minutes 03 seconds West a distance of 65.00 feet to the POINT OF BEGINNING.

Containing an area of 8,125 SQUARE FEET or 0.186 ACRES, more or less.

See attached Exhibit "B"

EXHIBIT "B"

DE EXHIBIT
504-63-007Y
CITY OF BUCKEYE



SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 09/13/2021
ARIZONA, U.S.A.

Expires 09/30/2023

LEGEND

DRAINAGE EASEMENT

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 17 BEARING N 00°15'57" E

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CITY OF BUCKEYE

APN 504-63-007Y

SECTION 17 T1N, R3W

DRAINAGE EASEMENT EXHIBIT

DATE: 09/13/21	REV'D:	
DRAWN BY: AH	CHK'D: DGF	PG: 2 OF 3
FILE: 504-63-007Y-DE_.DWG		

APN 504-63-007Y

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N0° 15' 57"E	447.84'
L2	S89° 44' 03"E	80.00'
L3	N0° 15' 57"E	125.00'
L4	S89° 44' 03"E	65.00'
L5	S0° 15' 57"W	125.00'
L6	N89° 44' 03"W	65.00'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 09/13/2021
ARIZONA, U.S.A.

Expires 09/30/2023

LEGEND

DRAINAGE EASEMENT

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 17 BEARING N 00°15'57" E

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Fax 602.244.8947
Website: www.Entellus.com

CITY OF BUCKEYE

APN 504-63-007Y

SECTION 17 T1N, R3W

DRAINAGE EASEMENT EXHIBIT

DATE: 09/13/21	REV'D:	
DRAWN BY: AH	CHK'D: DGF	PG: 3 OF 3
FILE: 504-63-007Y-DE_.DWG		

EXHIBIT "5"
TO
ORDINANCE 02-24
APN 504-63-548
Roadway; Temporary Construction Easement
[see legal description(s) and depiction(s) on following page(s)]

EXHIBIT A
LEGAL DESCRIPTION

FOR

APN 504-63-548

SOUTHEAST CORNER OF MILLER ROAD AND DURANGO STREET

ROADWAY EASEMENT

A PORTION OF THE PARCEL OF LAND DESCRIBED IN MARICOPA COUNTY RECORDER DOCUMENT NO. 2011-0503610 AND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 17 FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 17 BEARS SOUTH 00°15'27" WEST, A DISTANCE OF 2627.28 FEET;

THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 17, SOUTH 00°15'27" WEST, A DISTANCE OF 104.83 FEET;

THENCE LEAVING SAID WEST LINE, SOUTH 89°44'33" EAST, A DISTANCE OF 70.00 FEET TO THE EAST RIGHT OF WAY LINE OF MILLER ROAD AND THE POINT OF BEGINNING;

THENCE NORTH 45°10'49" EAST, A DISTANCE OF 56.64 FEET TO THE SOUTH RIGHT OF WAY LINE OF DURANGO ROAD;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, SOUTH 89°53'49" EAST, A DISTANCE OF 14.16 FEET;

THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, SOUTH 45°10'49" WEST, A DISTANCE OF 62.53 FEET;

THENCE SOUTH 00°15'27" WEST, A DISTANCE OF 506.91 FEET;

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Tel. No. (602) 837-5511

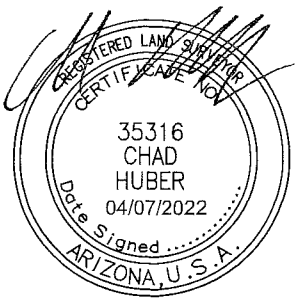
Scale	Drawn by	Checked by	Date	Project No	Sheet No
N/A	CWH	CWH	03/28/2022	191342026	1 OF 3

EXHIBIT A
LEGAL DESCRIPTION

THENCE NORTH 44°44'15" WEST, A DISTANCE OF 14.14 FEET TO THE EAST RIGHT OF WAY LINE OF MILLER ROAD;

THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°15'27" EAST, A DISTANCE OF 501.04 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 5,636 SQUARE FEET OR 0.129 ACRES, MORE OR LESS.



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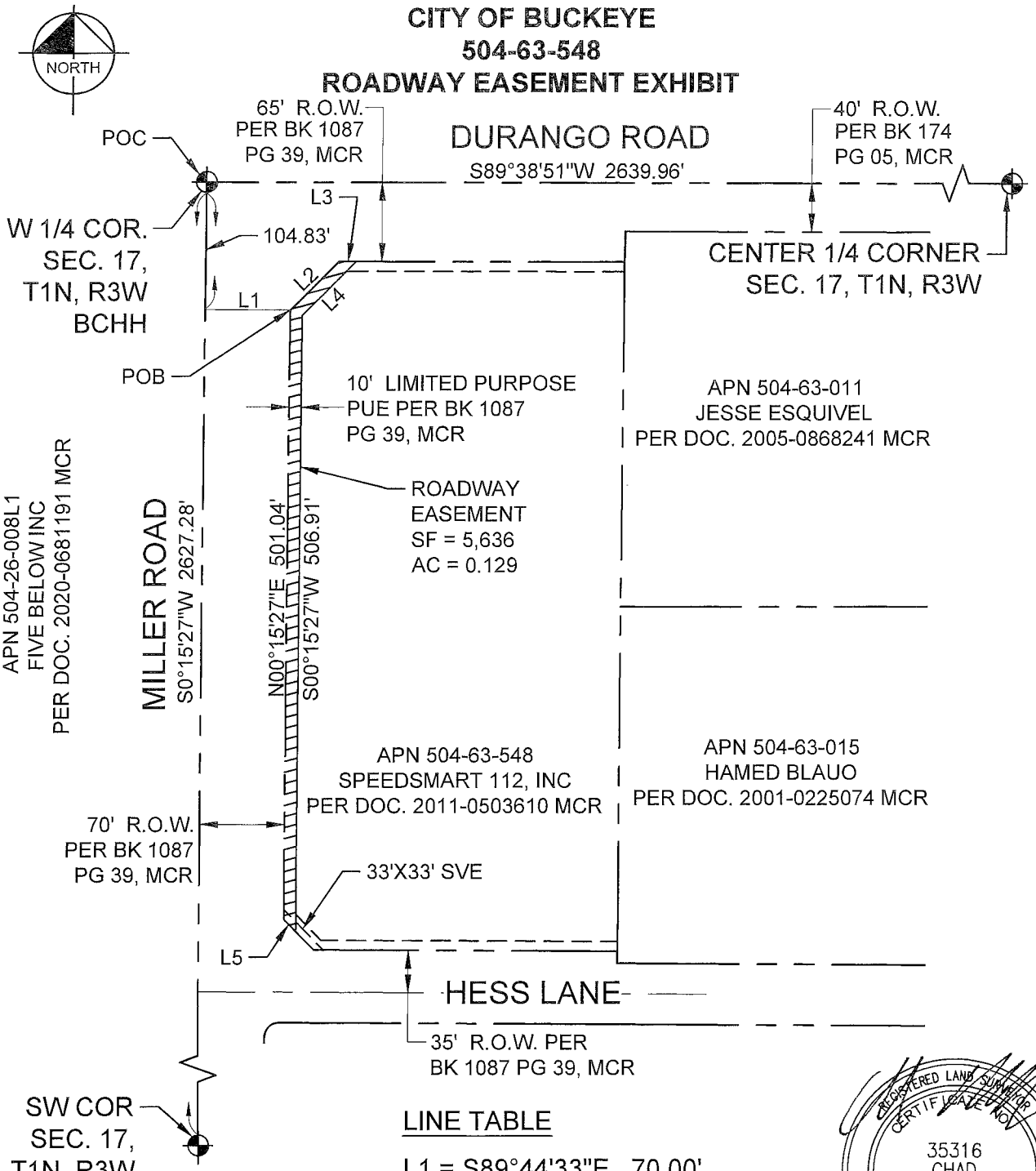
Scale	Drawn by	Checked by	Date	Project No	Sheet No
N/A	CWH	CWH	03/28/2022	191342026	2 OF 3

EXHIBIT B

CITY OF BUCKEYE
504-63-548
ROADWAY EASEMENT EXHIBIT



LINE TABLE

L1	S89°44'33"E	70.00'
L2	N45°10'49"E	56.64'
L3	S89°53'49"E	14.16'
L4	S45°10'49"W	62.53'
L5	N44°44'15"W	14.14'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
04/07/2022
Date Signed
ARIZONA, U.S.A.

CHAD W. HUBER
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Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S	CWH	CWH	03/28/2022	191342026	3 OF 3

EXHIBIT A
LEGAL DESCRIPTION

FOR

APN 504-63-548

SOUTHEAST CORNER OF MILLER ROAD AND DURANGO STREET

TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE PARCEL OF LAND DESCRIBED IN MARICOPA COUNTY RECORDER DOCUMENT NO. 2011-0503610 AND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TCE NO. 1:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 17 FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 17 BEARS SOUTH 00°15'27" WEST, A DISTANCE OF 2627.28 FEET;

THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 17, SOUTH 00°15'27" WEST, A DISTANCE OF 301.04 FEET;

THENCE LEAVING SAID WEST LINE, SOUTH 89°44'33" EAST, A DISTANCE OF 70.00 FEET TO THE EAST RIGHT OF WAY LINE OF MILLER ROAD AND THE POINT OF BEGINNING, SAID POINT REFERRED TO AS POINT "A";

THENCE LEAVING SAID RIGHT OF WAY LINE, CONTINUING SOUTH 89°44'33" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°15'27" WEST, A DISTANCE OF 105.00 FEET;

THENCE NORTH 89°44'33" WEST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 00°15'27" WEST, A DISTANCE OF 224.82 FEET TO THE SOUTH LINE OF SAID PARCEL;

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	03/28/2022	191342026	1 OF 5

EXHIBIT A
LEGAL DESCRIPTION

THENCE ALONG SAID SOUTH LINE, NORTH 89°44'32" WEST, A DISTANCE OF 5.02 FEET;

THENCE ALONG THE WEST LINE OF SAID PARCEL, NORTH 44°44'15" WEST, A DISTANCE OF 35.33 FEET;

THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00°15'27" EAST, A DISTANCE OF 304.83 FEET TO THE POINT OF BEGINNING.

SAID TCE NO. 1 CONTAINS 11,682 SQUARE FEET OR 0.268 ACRES, MORE OR LESS.

TOGETHER WITH;

TCE NO. 2;

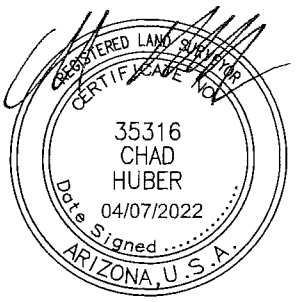
COMMENCING AT AFOREMENTIONED POINT "A";

THENCE ALONG THE WEST LINE OF SAID PARCEL, NORTH 00°15'27" EAST, A DISTANCE OF 182.39 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00°15'27" EAST, A DISTANCE OF 13.82 FEET;

THENCE NORTH 45°10'49" EAST, A DISTANCE OF 56.64 FEET TO THE NORTH LINE OF SAID PARCEL;

THENCE ALONG SAID NORTH LINE, SOUTH 89°53'49" EAST, A DISTANCE OF 35.97 FEET;



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RLS 35316
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PHOENIX, ARIZONA 85020
PH. 602-837-5511
chad.huber@kimley-horn.com

Kimley»Horn

7740 N. 16TH ST, Suite 300
PHOENIX, AZ 85020
Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No	Sheet No.
N/A	CWH	CWH	03/28/2022	191342026	2 OF 5

EXHIBIT A
LEGAL DESCRIPTION

THENCE LEAVING SAID NORTH LINE, SOUTH 00°11'52" WEST, A DISTANCE OF 20.65 FEET;

THENCE SOUTH 45°10'49" WEST, A DISTANCE OF 47.13 FEET;

THENCE NORTH 89°44'33" WEST, A DISTANCE OF 42.71 FEET TO THE POINT OF BEGINNING.

SAID TCE NO. 2 CONTAINS 2,742 SQUARE FEET OR 0.063 ACRES, MORE OR LESS.

TOTAL COMBINED TCE AREA CONTAINS 14,424 SQUARE FEET OR 0.331 ACRES, MORE OR LESS.

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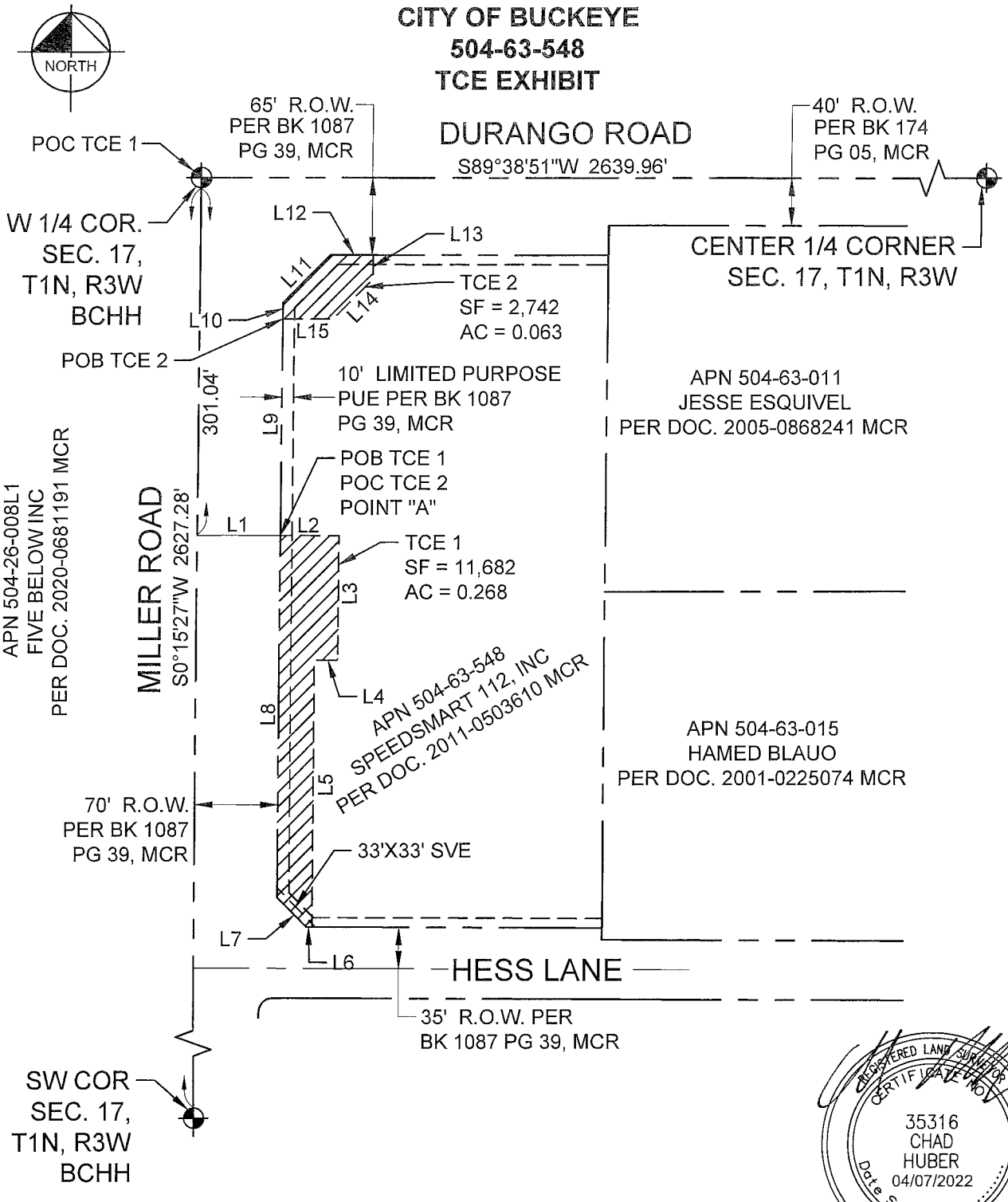
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	03/28/2022	191342026	3 OF 5

EXHIBIT B

CITY OF BUCKEYE
504-63-548
TCE EXHIBIT



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
04/07/2022
Date Signed
ARIZONA, U.S.A.

CHAD W. HUBER
RLS 35316
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PHOENIX, AZ 85020
Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S	CWH	CWH	03/28/2022	191342026	4 OF 5

EXHIBIT B

LINE TABLE

L1	S89°44'33"E	70.00'
L2	S89°44'33"E	50.00'
L3	S00°15'27"W	105.00'
L4	N89°44'33"W	20.00'
L5	S00°15'27"W	224.82'
L6	N89°44'32"W	5.02'
L7	N44°44'15"W	35.33'
L8	N00°15'27"E	304.83'
L9	N00°15'27"E	182.39'
L10	N00°15'27"E	13.82'
L11	N45°10'49"E	56.64'
L12	S89°53'49"E	35.97'
L13	S00°11'52"W	20.65'
L14	S45°10'49"W	47.13'
L15	N89°44'33"W	42.71'

CHAD W. HUBER
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Tel No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	CWH	CWH	03/28/2022	191342026	5 OF 5

EXHIBIT "6"
TO
ORDINANCE 02-24
APN 504-26-014E and APN 504-26-014G
Roadway; Public Utility Easement; Drainage Easement
[see legal description(s) and depiction(s) on following page(s)]

Entellus
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602.244.2566
Fax 602.244.8947
Web www.entellus.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 09-03-2021
ARIZONA, U.S.A.
Expires 09/30/2023

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
APN 504-26-014G & 504-26-014E
SOUTHWEST CORNER OF MILLER ROAD & LOWER BUCKEYE ROAD
RIGHT-OF-WAY

That portion of the parcels of land described in Maricopa County Recorder Document # 2016-0801079 and located in the Northeast Quarter of Section 19, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the Northeast Corner of said Section 19 from which the Town of Buckeye brass cap in hand hole found at the East Quarter Corner of said Section 19 bears South 00 degrees 24 minutes 29 seconds West a distance of 2,630.98 feet, said line being the East line of the Northeast Quarter of said Section 19, and said line being the basis of bearings for this description;

Thence along said East line of said Northeast Quarter, South 00 degrees 24 minutes 29 seconds West a distance of 730.27 feet to a point;

Thence North 89 degrees 35 minutes 31 seconds West a distance of 40.00 feet to a point on the existing west right-of-way line of Miller Road as described in the Maricopa County Recorder's (MCR) Book 11 of Road Maps, Page 42, said point also being the west deed line of Arizona Parcel Number (APN) 504-26-014J as recorded in Deed No. 2009-0283473 (MCR), said point also being the POINT OF BEGINNING;

Thence continuing North 89 degrees 35 minutes 31 seconds West a distance of 40.00 feet to a point on a line parallel with and 40.00 feet distant from said west right-of-way line of Miller Road and said west deed line;

Thence along said parallel line, North 00 degrees 24 minutes 29 seconds East a distance of 460.12 feet to a point on the north deed line of said parcel number 504-26-014E;

Thence along said north deed line, South 89 degrees 42 minutes 28 seconds East a distance of 40.00 feet to a point on said west right-of-way line of Miller Road and west deed line of said parcel number 504-26-014J;

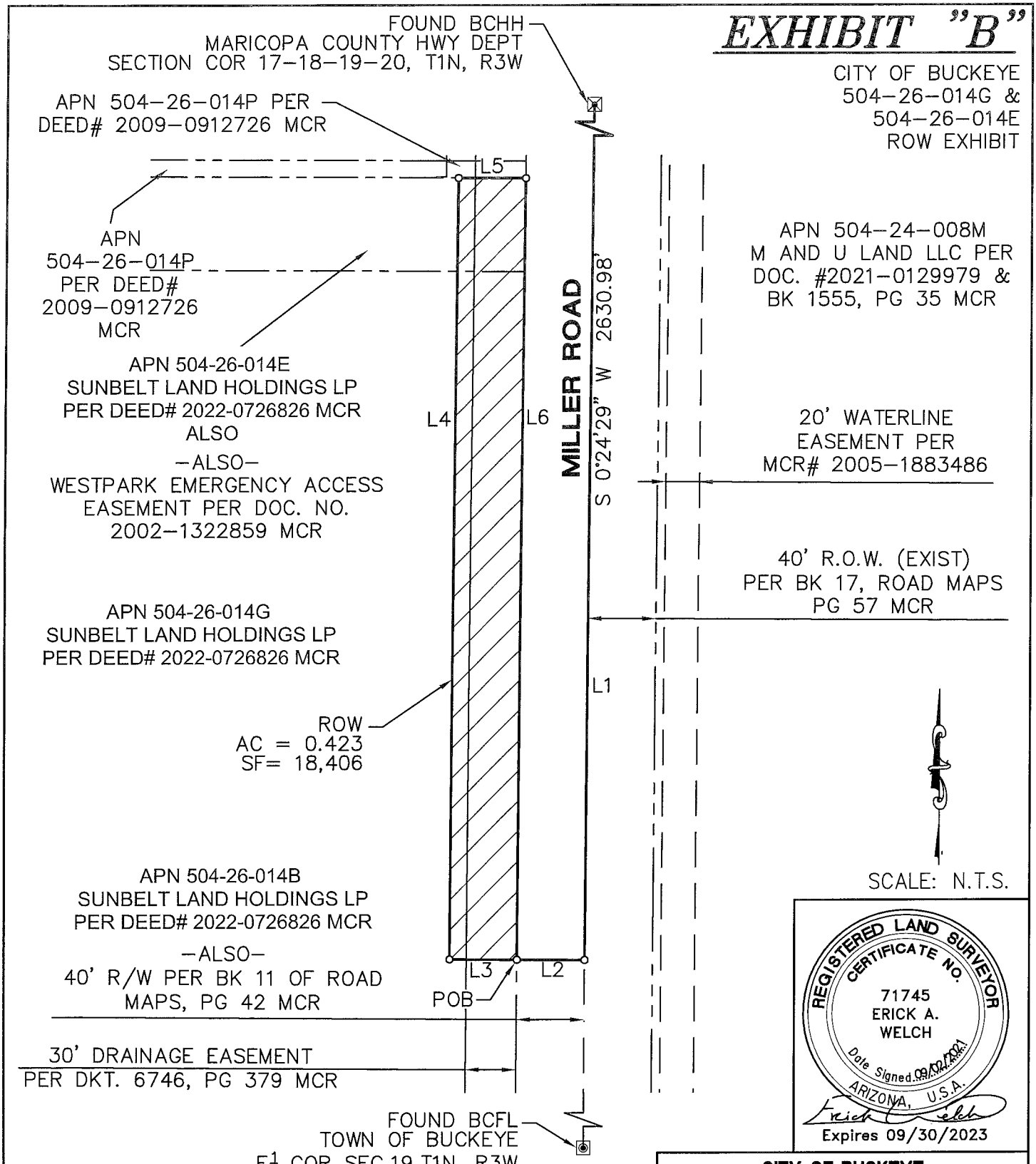
Thence along said west right-of-way line and said west deed line, South 00 degrees 24 minutes 29 seconds West a distance of 460.20 feet to the POINT OF BEGINNING.

Containing an area of 18,406 SQUARE FEET or 0.423 ACRES, more or less.

See attached Exhibit "B"

EXHIBIT "B"

CITY OF BUCKEYE
504-26-014G &
504-26-014E
ROW EXHIBIT



SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 09/02/2021
ARIZONA, U.S.A.
Expires 09/30/2023

LEGEND

RIGHT-OF-WAY

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 19 BEARING S 00°24'29" W

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Phoenix. AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

CITY OF BUCKEYE

APN 504-26-014G & 504-26-014E

SECTION 19 T1N, R3W

RIGHT-OF-WAY EXHIBIT

DATE: 09/02/21	REV'D:	
DRAWN BY: EAW	CHK'D: DGF	PG: 2 OF 3
FILE: 504-26-014G_ROW.DWG		

APN 504-26-014G/E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S0° 24' 29"W	730.27'
L2	N89° 35' 31"W	40.00'
L3	N89° 35' 31"W	40.00'
L4	N0° 24' 29"E	460.12'
L5	S89° 42' 28"E	40.00'
L6	S0° 24' 29"W	460.20'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 09/02/2021
ARIZONA, U.S.A.
Expires 09/30/2023

LEGEND

RIGHT-OF-WAY

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 19 BEARING S 00°24'29" W

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CITY OF BUCKEYE

APN 504-26-014G & 504-26-014E

SECTION 19 T1N, R3W

RIGHT-OF-WAY EXHIBIT

DATE: 09/02/21	REV'D:	
DRAWN BY: EAW	CHK'D: DGF	PG: 3 OF 3
FILE: 504-26-014G_ROW.DWG		

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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 09-03-2021
ARIZONA, U.S.A.
Expires 09/30/2023

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
APN 504-26-014G & 504-26-014E
SOUTHWEST CORNER OF MILLER ROAD & LOWER BUCKEYE ROAD
PUBLIC UTILITY EASEMENT

That portion of the parcels of land described in Maricopa County Recorder Document # 2016-0801079 and located in the Northeast Quarter of Section 19, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the Northeast Corner of said Section 19 from which the Town of Buckeye brass cap in hand hole found at the East Quarter Corner of said Section 19 bears South 00 degrees 24 minutes 29 seconds West a distance of 2,630.98 feet, said line being the East line of the Northeast Quarter of said Section 19, and said line being the basis of bearings for this description;

Thence along said East line of said Northeast Quarter, South 00 degrees 24 minutes 29 seconds West a distance of 730.27 feet to a point;

Thence North 89 degrees 35 minutes 31 seconds West a distance of 40.00 feet to a point on the existing west right-of-way line of Miller Road as described in the Maricopa County Recorder's (MCR) Book 11 of Road Maps, Page 42, said point also being the west deed line of Arizona Parcel Number (APN) 504-26-014J as recorded in Deed No. 2009-0283473 (MCR);

Thence continuing North 89 degrees 35 minutes 31 seconds West a distance of 40.00 feet to the POINT OF BEGINNING;

Thence continuing North 89 degrees 35 minutes 31 seconds West a distance of 8.00 feet to a point on a line parallel with and 48.00 feet distant from said west right-of-way line and said west deed line;

Thence along said parallel line, North 00 degrees 24 minutes 29 seconds East a distance of 460.10 feet to a point on the north deed line of said parcel number 504-26-014E;

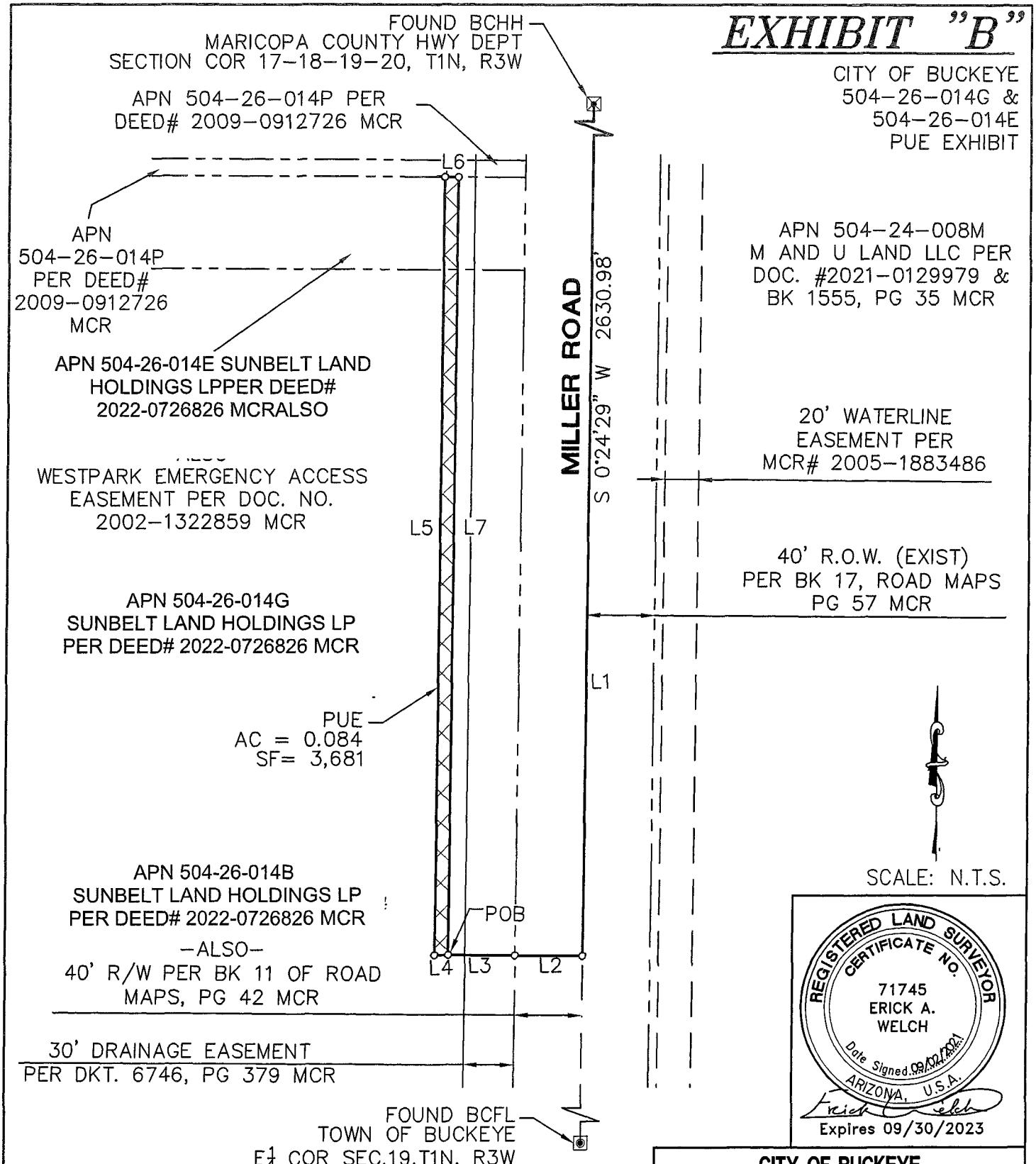
Thence along said north deed line, South 89 degrees 42 minutes 28 seconds East a distance of 8.00 feet to a point on a line parallel with and 40.00 feet distant from said west right-of-way line and said west deed line;

Thence along last-mentioned parallel line, South 00 degrees 24 minutes 29 seconds West a distance of 460.12 feet to the POINT OF BEGINNING.

Containing an area of 3,681 SQUARE FEET or 0.084 ACRES, more or less.
See attached Exhibit "B"

EXHIBIT "B"

CITY OF BUCKEYE
504-26-014G &
504-26-014E
PUE EXHIBIT



SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 09/01/2021
ARIZONA, U.S.A.
Expires 09/30/2023

LEGEND

PUBLIC UTILITY EASEMENT

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 19 BEARING S 00°24'29" W

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Website: www.Entellus.com

CITY OF BUCKEYE

APN 504-26-014G & 504-26-014E

SECTION 19 T1N, R3W

PUBLIC UTILITY EASEMENT EXHIBIT

DATE: 09/02/21	REV'D:	
DRAWN BY: EAW	CHK'D: DGF	PG: 2 OF 3
FILE: 504-26-014G_PUE.DWG		

APN 504-26-014G/E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S0° 24' 29"W	730.27'
L2	N89° 35' 31"W	40.00'
L3	N89° 35' 31"W	40.00'
L4	N89° 35' 31"W	8.00'
L5	N0° 24' 29"E	460.10'
L6	S89° 42' 28"E	8.00'
L7	S0° 24' 29"W	460.12'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 09/02/2021
ARIZONA, U.S.A.

Expires 09/30/2023

LEGEND

PUBLIC UTILITY EASEMENT

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 19 BEARING S 00°24'29" W

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CITY OF BUCKEYE

APN 504-26-014G & 504-26-014E

SECTION 19 T1N, R3W

PUBLIC UTILITY EASEMENT EXHIBIT

DATE: 09/02/21	REV'D:	
DRAWN BY: EAW	CHK'D: DGF	PG: 3 OF 3
FILE: 504-26-014G_PUE.DWG		

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Phoenix, Arizona 85018
Tel 602 244 2566
Fax 602 244 8947
Web www.entellus.com

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
APN 504-26-014G
SOUTHWEST CORNER OF MILLER ROAD & LOWER BUCKEYE ROAD
DRAINAGE EASEMENT

That portion of the parcel of land described in Maricopa County Recorder Document # 2016-0801079 and located in the Northeast Quarter of Section 19, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the Northeast Corner of said Section 19 from which the Town of Buckeye brass cap in hand hole found at the East Quarter Corner of said Section 19 bears South 00 degrees 24 minutes 29 seconds West a distance of 2,630.98 feet, said line being the East line of the Northeast Quarter of said Section 19, and said line being the basis of bearings for this description;

Thence along said East line of said Northeast Quarter, South 00 degrees 24 minutes 29 seconds West a distance of 730.27 feet to a point;

Thence North 89 degrees 35 minutes 31 seconds West a distance of 40.00 feet to a point on the existing west right-of-way line of Miller Road as described in the Maricopa County Recorder's (MCR) Book 11 of Road Maps, Page 42, said point also being the west deed line of Assessor Parcel Number (APN) 504-26-014J as recorded in Deed No. 2009-0283473 (MCR);

Thence continuing North 89 degrees 35 minutes 31 seconds West a distance of 40.00 feet to the POINT OF BEGINNING;

Thence continuing North 89 degrees 35 minutes 31 seconds West a distance of 16.00 feet to a point on a line parallel with and 56.00 feet distant from said west right-of-way line and said west deed line;

Thence along said parallel line, North 00 degrees 24 minutes 29 seconds East a distance of 10.00 feet to a point;

Thence North 04 degrees 15 minutes 51 seconds West a distance of 220.98 feet to a point on a line parallel with and 74.00 feet distant from said west right-of-way line and said west deed line;

Thence along last-mentioned parallel line, North 00 degrees 24 minutes 29 seconds East a distance of 174.79 feet to a point on the north deed line of said parcel number 504-26-014G;

Thence along said north deed line, South 89 degrees 42 minutes 28 seconds East a distance of 34.00 feet to a point on a line parallel with and 40.00 feet distant from said west right-of-way line;

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Thence along last-mentioned parallel line, South 00 degrees 24 minutes 29 seconds West a distance of 405.11 feet to the POINT OF BEGINNING.

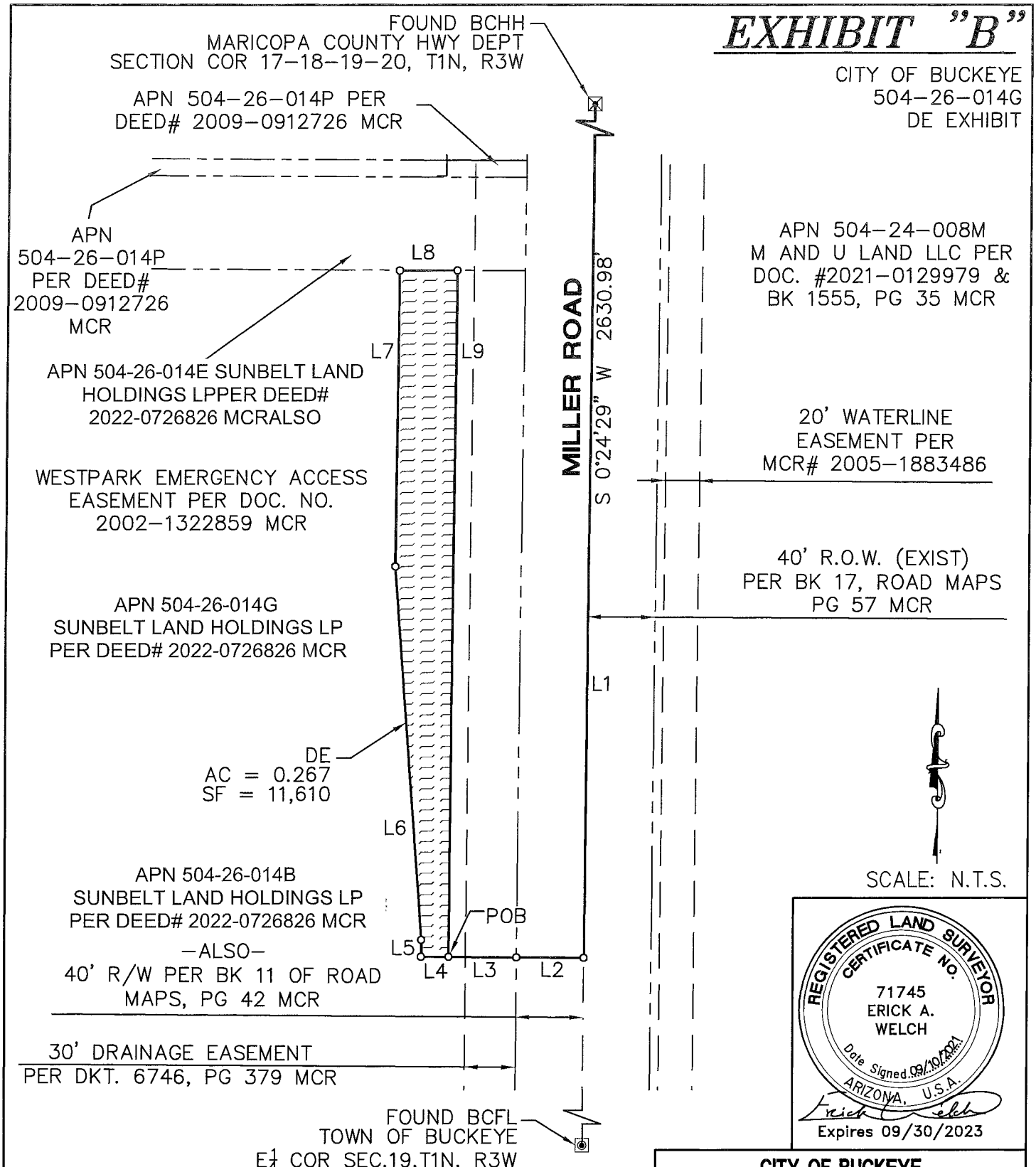
Containing an area of 11,610 SQUARE FEET or 0.267 ACRES, more or less.

See attached Exhibit "B"

Expires 09/30/2023

EXHIBIT "B"

CITY OF BUCKEYE
504-26-014G
DE EXHIBIT



SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 09/10/2021
ARIZONA, U.S.A.

Expires 09/30/2023

LEGEND

DRAINAGE EASEMENT

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 19 BEARING S 00°24'29" W

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CITY OF BUCKEYE

APN 504-26-014G

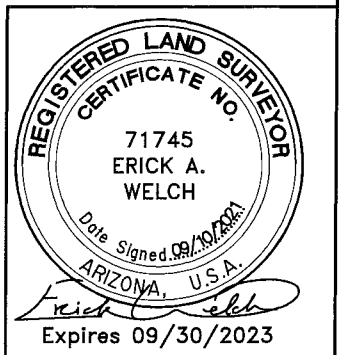
SECTION 19 T1N, R3W

DRAINAGE EASEMENT EXHIBIT

DATE: 09/10/21	REV'D:	
DRAWN BY: EAW	CHK'D: DGF	PG: 3 OF 4
FILE: 504-26-014G_DE.DWG		

APN 504-26-014G

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S0° 24' 29"W	730.27'
L2	N89° 35' 31"W	40.00'
L3	N89° 35' 31"W	40.00'
L4	N89° 35' 31"W	16.00'
L5	N0° 24' 29"E	10.00'
L6	N4° 15' 51"W	220.98'
L7	N0° 24' 29"E	174.79'
L8	S89° 42' 28"E	34.00'
L9	S0° 24' 29"W	405.11'



Expires 09/30/2023

LEGEND

DRAINAGE EASEMENT

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 19 BEARING S 00°24'29" W

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CITY OF BUCKEYE

APN 504-26-014G

SECTION 19 T1N, R3W

DRAINAGE EASEMENT EXHIBIT

DATE: 09/10/21	REV'D:	
DRAWN BY: EAW	CHK'D: DGF	PG: 4 OF 4
FILE: 504-26-014G_DE.DWG		

REAL ESTATE PURCHASE CONTRACT
(Easement)

This Real Estate Purchase Contract (the "Contract"), together with any further escrow instructions or subsequent addends signed by Yuma/Miller Rd 20 Acres LLC, an Arizona limited liability company (hereinafter "Seller") and the City of Buckeye, Arizona, a municipal corporation organized under the laws of the State of Arizona (hereinafter "Buyer"), shall constitute a binding contract on the part of Seller to grant to Buyer an easement (the "Drainage Easement") for purposes of construction and maintenance of certain drainage improvements in, on, over, under, through and across certain real property owned by Seller (the "Easement Property"), and on the part of Buyer to pay consideration for the same, in accordance with the terms and conditions contained in this Contract."

1. LEGAL DESCRIPTION

The Easement Property that is the subject of this Contract is that certain real property located in Maricopa County, Arizona legally described in Exhibit A and depicted in Exhibit B, respectively, each of which is attached hereto and made a part hereof. The form of the Drainage Easement is set forth in Exhibit C, which is attached hereto and made a part hereof.

2. EASEMENT CONSIDERATION

2.1 The easement consideration to be paid by Buyer (the "Easement Consideration") is **TWENTY-ONE THOUSAND FIVE HUNDRED SIXTY-EIGHT AND 00/100 DOLLARS ($21,568.00)**.

2.2 Upon the Opening of Escrow (as hereinafter defined), Buyer shall deposit with Escrow Agent the sum of **FIVE THOUSAND DOLLARS ($5,000.00)** (the "Earnest Money Deposit"). The Earnest Money Deposit shall become nonrefundable to Buyer following the expiration of the Feasibility Period (unless Buyer shall have, prior to said date, exercised its right to terminate this Contract in accordance with the provisions of Paragraph 7 below), except in the event of a Seller default hereunder or as otherwise expressly provided herein. The Earnest Money Deposit shall be applied (and Buyer shall receive a credit in the amount of the Earnest Money Deposit) toward the payment of the Easement Consideration.

2.3 The balance of the Easement Consideration, approximately **SIXTEEN THOUSAND FIVE HUNDRED SIXTY-EIGHT AND 00/100 DOLLARS ($16,568.00)**, plus or minus other adjustments as provided in this Contract, shall be due at Close of Escrow (as hereinafter defined) and shall be paid by Buyer in readily available funds to Escrow Agent, for and on behalf of Seller, at the Close of Escrow.

3. ESCROW AGENT; ESCROW PROVISIONS.

Seller and Buyer hereby appoint Pioneer Title Agency, Inc., ("Escrow Agent") Attn: Diana Olson, as the escrow agent for the transaction contemplated by this Contract, with an escrow ("Escrow") to be opened as of the date of delivery of a fully executed original of this

Contract to Escrow Agent, together with the Earnest Money Deposit (the "Opening of Escrow"). Escrow Agent, as the party designated as the person responsible for closing the transaction contemplated hereby within the meaning of Section 6045(a)(2)(A) of the Internal Revenue Code of 1986 ("Code"), shall file all necessary information, reports, returns and statements regarding this transaction as required by the Code, including, without limitation, any tax reports required pursuant to Section 6045 of the Code.

4. BROKERAGE COMMISSION

Seller has not been represented by a real estate broker, agent or agency in connection with the transaction contemplated by this Contract. Seller is solely responsible for any compensation due under or required by any brokerage or similar agreement, with respect to which Seller has been represented by a real estate broker, agent or agency, and hereby indemnifies Buyer against any claim for commission (including all costs and reasonable attorneys' fees expended in defending against such claim) arising from or related to the transaction set forth in this Contract. This indemnity shall survive termination of this Contract.

5. CLOSING COSTS

5.1 Buyer will pay all escrow fees related to the sale of the Easements. Escrow Agent shall issue or cause to be issued an owner's policy of title insurance ("Title Policy") insuring valid easement interests in the Easement Property in Buyer in the amount of the Easement Consideration and naming Buyer as the insured. Buyer shall bear the cost of the Title Policy.

5.2 All of the above-referenced costs that are the responsibility of Buyer shall be paid into Escrow on or before the Close of Escrow in addition to the Purchase Price. All costs that are the responsibility of Seller as referenced above shall be paid from the proceeds of the sale of the Easements to which Seller is entitled.

6. STATUS OF TITLE

6.1. Escrow Agent shall, at Buyer's request and expense, provide, within ten (10) days of the date of this Contract, a commitment (the "Commitment") for the Title Policy, suitable to Buyer, and shall provide copies of all instruments shown by the Commitment as exceptions. At the Close of Escrow, Seller shall take all steps necessary to obtain the release of the Easement Property from all mortgages, deeds of trust or other monetary liens encumbering the Easement Property ("Monetary Liens").

6.2 Buyer is only obligated to accept the grant of the Drainage Easement at Close of Escrow if Buyer, in its sole discretion, is otherwise satisfied with the condition of title as reflected in the Commitment and any investigation made by Buyer pursuant to Paragraph 7. Buyer shall have until the expiration of the Feasibility Period (as defined below) to file its objections to the condition of title. If Buyer shall not have notified Seller of Buyer's Title Objections within such time specified above, Buyer shall be deemed to have approved the condition of title of the Easement Property as shown by the Commitment and elected to proceed toward the Close of Escrow. All matters that are either approved or deemed approved pursuant

to this Section 6.2, together with the standard printed exceptions in the Commitment, shall be referred to as the "Permitted Exceptions."

7. INVESTIGATIONS

Buyer shall have until ten (10) days prior to Close of Escrow ("Feasibility Period") to make such investigations of the Easement Property as Buyer deems necessary to assure Buyer that the Easement Property is suitable for Buyer's intended purposes and that no hazardous wastes or substances are located on or under the Easement Property. Such right of investigation shall include, without limitation, the right to have made any surveys, architectural and engineering studies, environmental studies, soil borings and similar examinations, tests, studies and inspections of the Easement Property as Buyer may deem necessary or appropriate (collectively, the "Inspections"). Buyer shall and does hereby agree to repair any damage to the Easement Property resulting from the Inspections and, to the extent permitted by law, to indemnify, defend, protect and hold harmless Seller from any and all liabilities, claims, losses, damages and expenses, including but not limited to court costs and reasonable attorneys' fees and any liens placed upon the Easement Property, which may be incurred by Seller because of the Inspections, other than claims for diminution in value or other economic effects resulting from Buyer's discovery of existing hazardous materials or pollutants or other negative information regarding the Easement Property or Buyer's election to terminate this Contract. Any provision of this Contract to the contrary notwithstanding, the indemnity by Buyer set forth in this Section shall survive Closing or any termination of this Contract. On or before the expiration of the Feasibility Period, Buyer may terminate this Contract for any reason whatsoever by submitting to Seller written notice of Buyer's desire to terminate this Contract. Buyer shall not be obligated to explain its reasons for terminating this Contract in such written notice to Seller. If Buyer elects to terminate this Contract, the Earnest Money Deposit shall be returned to Buyer and this Contract shall terminate and the parties shall thereafter be relieved from further liability hereunder, except with respect to any obligations which expressly survive the termination of this Contract.

8. SELLER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

Seller warrants, represents, and covenants to Buyer (with the understanding that Buyer is relying on these warranties, representations, and covenants) that:

8.1. Seller has the full limited liability company right and authority to enter into this Contract and consummate the transaction contemplated by this Contract. All requisite action has been and will be taken by and on behalf of Seller in connection with the entering into of this Contract, the instruments referenced herein and consummating the transaction contemplated hereby. The persons and/or entities signing this Contract on behalf of Seller are authorized to do so. Seller shall furnish to Buyer such documentation to evidence such authority as Buyer shall reasonably request.

8.2 This Contract and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of Seller, enforceable against Seller in accordance with their terms.

8.3 To Seller's actual knowledge: (i) neither the execution of this Contract nor the performance hereof by Seller will result in any breach or violation of the terms of any law, rule, ordinance, or regulation or of any decree, judgment or order to which Seller is a party now in effect from any court or governmental body; (ii) there are no consents, waivers, authorizations or approvals from any third party necessary to be obtained by Seller in order to carry out the transactions contemplated by this Agreement; and (iii) the execution and delivery of this Agreement and performance hereof by Seller will not conflict with, or result in a breach of, any of the terms, conditions or provisions of, or constitute a default under or result in the creation of any new, or the acceleration of any existing, lien, charge, or encumbrance upon the Easement Property, or any indenture, mortgage, lease, agreement, or other instrument to which Seller is a party or by which Seller or any of its assets may be bound.

8.4 Except as reflected in the Commitment, there are no claims, actions, suits, or other proceedings pending or to Seller's actual knowledge threatened by any governmental department or agency or any other corporation, partnership, entity, or person whomsoever, nor any voluntary actions or proceedings contemplated by Seller, which in any manner or to any extent may detrimentally affect Buyer's right, title, or interest in and to the Drainage Easement or Seller's ability to perform Seller's obligations under this Contract.

8.5 Seller owns the Easement Property in fee simple absolute, subject only to the matters reflected in the Commitment.

8.6 Seller has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets; (v) admitted in writing Seller's inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.

8.7 Except as reflected in the Commitment, there are no mechanics' or materialmen's liens perfected against the Easement Property by parties claiming through Seller. Seller shall cause to be released and discharged promptly, and shall indemnify, defend and hold Buyer harmless for, from and against any liens filed against the Easement Property through parties claiming through Seller prior to or after the Close of Escrow in violation of this warranty.

8.8 To Seller's actual knowledge, Seller is not prohibited from consummating the transactions contemplated by this Contract or any law, regulation, agreement, instrument, restriction, order or judgment.

8.9 Other than this Contract, there are no licenses, agreements, leases, options, contracts or rights of purchase or first refusal, recorded or unrecorded, whatsoever affecting the Easement Property. Seller will not, without the prior written consent of Buyer, consent to or convey any interest in the Easement Property, and Seller will not consent to or subject the Easement Property to any additional liens, encumbrances, covenants, conditions, easements,

rights-of-way or similar matters after the date of this Contract, which will not be eliminated on or prior to the Closing Date.

8.10 To Seller's actual knowledge, there has been no production, disposal, or storage on the Easement Property of any hazardous waste or other toxic or radioactive substance or matter by Seller, nor has Seller received any actual notices of any violation of hazardous waste statutes or regulations. To Seller's actual knowledge, there is no proceeding or inquiry by any authority with respect thereto, nor has Seller received any notice of any violation of the above-mentioned statutes or regulations or any information which would constitute or lead to a violation thereof.

8.11 To Seller's actual knowledge, except for pesticides that may be been used in connection with normal farming operations (with Seller not having actual knowledge of any such use of pesticides other than in compliance with applicable laws), no portion of the Easement Property is now being or has ever been used for the discharge or disposal of a pollutant or waste, for the treatment or disposal of refuse or sewage or for the operation of any underground storage tanks.

The "actual knowledge" of Seller, as used in this Section 8, means the actual, present knowledge of _____ as of the date of this Contract. Such individual shall have no personal obligation or liabilities under this Contract. Notwithstanding anything to the contrary contained in this Contract, it is understood and agreed that all representations and warranties of the Seller set forth in this Contract shall survive the Closing of this Contract until the first anniversary of the Close of Escrow, and neither party shall have any liability of any kind whatsoever for any breach thereof except to the extent a claim is asserted by the filing of a legal proceeding against such party by such date, and in such event the survival period for the representations and warranties in question shall be tolled while such action is pending both at trial and on appeal and while any judgment arising from such action remains unsatisfied.

9. CLOSE OF ESCROW

9.1 The closing of the Escrow shall occur on or before thirty (30) days from the Opening of Escrow ("Close of Escrow"). The Close of Escrow will be at the offices of the Escrow Agent.

9.2 Buyer shall not be obligated to close hereunder unless each of the following conditions shall exist on the Close of Escrow:

(a) The Escrow Agent shall be prepared to issue (or be prepared to unconditionally commit to issue) the Title Policy, subject to (i) matters created by Buyer, if any, and (ii) the Permitted Exceptions.

(b) Seller shall have provided to Buyer evidence reasonably satisfactory to Buyer and Escrow Agent that Seller has corporate authorization to grant the Drainage Easement to Buyer in accordance with the terms of this Contract (as amended, if applicable) and to enter into, execute, deliver and perform this Contract.

(c) Seller's representations and warranties made by Seller are true and correct in all material respects on and as of the Close of Escrow with the same force and effect as if made on and as of the Close of Escrow.

(d) Seller shall have performed all covenants and obligations and satisfied all conditions required by this Contract to be performed or satisfied by Seller on or before the Close of Escrow.

The provisions of this Section 9.2 are for the sole benefit of Buyer and may be waived by Buyer in its discretion.

9.3 Seller shall not be obligated to close hereunder unless each of the following conditions shall exist on the Close of Escrow: (a) Buyer's representations and warranties made by Buyer are true and correct in all material respects on and as of the Close of Escrow with the same force and effect as if made on and as of the Close of Escrow; (b) Buyer shall have performed all covenants and obligations and satisfied all conditions required by this Contract to be performed or satisfied by Buyer on or before the Close of Escrow; and (c) Escrow Agent is irrevocably committed to issue the Title Policy. The provisions of this Section 9.3 are for the sole benefit of Seller and may be waived by Seller in its discretion.

9.4 By the Close of Escrow, the following shall occur:

(a) Seller shall deliver to Buyer an executed counterpart of the Drainage Easement:

(b) Buyer shall pay to Seller the Easement Consideration as provided in Section 2.1, subject to the adjustments described in Section 5. In addition, on or prior to the scheduled Close of Escrow, Buyer shall execute and acknowledge (where appropriate) and deposit with Escrow Agent for delivery to Seller upon the Close of Escrow an executed counterpart of the Drainage Easement.

(c) Seller and Buyer shall each deliver to the other such instruments, documents, or certificates (including certificates of public officials to the extent the same are reasonably available) as the other party or its counsel may reasonably request in order to attest to the organization and existence of such party, its authority to execute and deliver this Contract, and to effect the transactions herein contemplated, and attesting to the taking of all necessary action to authorize the herein contemplated transactions.

(d) Seller shall execute and deliver to Buyer such other documents, instruments, or agreements which Seller may be required to deliver to Buyer pursuant to the provisions of this Contract or which may be necessary to consummate the transactions contemplated by this Contract.

(e) Buyer shall execute and deliver to Seller such other documents, instruments, or agreements which Buyer may be required to deliver to Seller pursuant to the provisions of this Contract or which may be necessary to consummate the transactions contemplated by this Contract.

10. RIGHT TO ENCUMBER

The Easement Property is to be free and clear of all Monetary Liens not acceptable to Buyer at the time of transfer of title from Seller to Buyer. Seller shall not voluntarily encumber the Easement Property after execution of this Contract. Seller agrees that all Monetary Liens existing against the Easement Property at Close of Escrow shall be satisfied from the proceeds of the sale to the extent necessary to obtain the release of the Easement Property from any such Monetary Liens.

11. ASSIGNABILITY

Neither Seller nor Buyer may assign any of its rights or obligations under this Contract without the other party's advance written consent. This Contract shall be binding upon Seller and Buyer and their respective successors and assigns.

12. DEFAULT

12.1 Seller's Failure to Close. If Seller fails to Close, and provided that Buyer is not then in breach or default of its obligations hereunder, then Buyer, at Buyer's option, shall be entitled to (i) seek specific performance of Seller's obligations hereunder; (ii) terminate this Contract by written notice to Seller and Escrow Agent, in which event the Earnest Money Deposit, accrued interest and all other sums previously deposited by Buyer with Escrow Agent or which were paid to Seller on account of this Contract shall be returned to Buyer, and Buyer may pursue any claim for its actual damages not to exceed $10,000.00; or (iii) waive such breach and proceed to Closing. Notwithstanding any such termination, Buyer shall have the continuing right to enforce any surviving obligations provided for in this Contract.

12.2 Default by Buyer: If Buyer fails to complete the acquisition of the Easements as herein provided, and provided that Seller is not then in breach or default hereunder, Seller as its remedy for Buyer's failure to close this transaction shall be entitled to terminate this Contract by written notice to Buyer, in which event Seller shall be entitled to receive the Earnest Money Deposit as liquidated damages for Buyer's failure to close this transaction, and this Contract shall terminate. Payment to Seller of the Earnest Money Deposit shall terminate all of Seller's rights and remedies at law or in equity against Buyer with respect to this transaction for Buyer's failure to close this transaction. The parties hereby agree that the amount of the Earnest Money Deposit shall be and constitutes liquidated damages for Buyer's failure to close this transaction, Buyer and Seller acknowledging and agreeing that it is difficult or impossible to determine the actual damages Seller would suffer from Buyer's failure to close this transaction and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable. Notwithstanding any such termination for Buyer's failure to close this transaction, Seller shall have the continuing right to enforce any surviving obligations provided for in this Contract.

12.3 Notwithstanding anything in this Contract to the contrary, no party shall ever be in default hereunder unless such breaching party first receives written notice of default from the non-defaulting party hereunder, stating with specificity the purported default or events of default, and thereafter the defaulting party fails to cure such breach to the reasonable satisfaction of the

non-defaulting party within three (3) business days of the defaulting party's receipt of such written notice of default

12.4 The breaching party shall be responsible to pay all escrow costs and fees related to this Contract.

13. ATTORNEYS' FEES. In the event of any action at law or in equity between Seller and Buyer to enforce any of the provisions and/or rights under this Contract or on account of a breach of any term or provision hereof, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred therein by such prevailing party, including any such costs and expenses incurred in any appeal, and if such prevailing party shall recover judgment in any action or proceeding, such costs, expenses and fees shall be included in and as a part of such judgment. As used herein, the term "prevailing party" shall be the party to such litigation which receives, whether by settlement or judgment, substantially the relief prayed for in such litigation. This provision shall survive the Close of Escrow or any termination of this Contract.

14. SUPERSEDING AGREEMENT

This Contract constitutes the entire contract of the parties relating to the Drainage Easement and the parties agree that the terms of this Contract shall supersede all previous oral and written Contracts between them.

15. AMENDMENT; WAIVER; ENTIRE AGREEMENT

No change or modification of this Contract shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Contract shall be binding unless in writing and signed by the party against who it is sought to be enforced. This Contract contains the entire agreement between the parties relating to the purchase and sale of the Easements. All prior negotiations between the parties are merged in this Contract, and there are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as herein set forth.

16. ARIZONA LAW

Seller and Buyer both acknowledge that this Contract is executed in Maricopa County, Arizona, and relates to property located in Maricopa County, Arizona. Should legal action be necessary to enforce the terms of this Contract, all parties agree that the laws of the State of Arizona shall apply. All parties agree that the proper venue for any lawsuit shall be Maricopa County, Arizona.

17. AMBIGUITY

This Contract was drafted by the City with the assistance of their attorneys. Neither the City nor its attorneys at the law firm of Gust Rosenfeld, P.L.C. have rendered legal or other advice to Seller regarding the sale of the Drainage Easement or the specific terms of this

Contract. Seller is aware of its right to obtain independent professional and/or legal assistance with this Contract and, upon signing of the Contract, represents that it has taken all steps it deems necessary (including but not limited to, seeking the advice of professionals and/or attorneys) to assist them with this transaction. Consequently, any ambiguity in this Contract shall not be construed against either party.

18. CONFLICT OF INTEREST

Seller recognizes that Buyer is an Arizona municipal corporation. Pursuant to A.R.S. § 38-511, Buyer may cancel this Contract within three (3) years after its execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of Buyer is, at any time while the Contract or any extension thereof is in effect, an employee or agent of Seller in any capacity or a consultant to Seller with respect to the subject matter of this Contract. Notice of any such cancellation shall be given by Buyer to Seller with respect to the subject matter of this Contract. Notice of any such cancellation shall be given by Buyer to Seller pursuant to the terms of A.R.S. § 38-511. Should cancellation occur under this provision, Seller shall return to Buyer all moneys paid by Buyer under this Contract. Additionally, Seller shall be responsible for payment of all escrow fees.

19. AUTHORITY TO EXECUTE

Seller and Buyer both acknowledge that the persons whose signatures appear below have appropriate authority to execute this Contract on behalf of Seller and Buyer.

20. FURTHER ASSURANCES

Each of the parties hereto undertakes and agrees to execute and deliver such documents, writings and further assurances as may reasonably be required to carry out the intent and purpose of this Contract, which obligation shall survive the Closing.

21. DATES AND TIMES

Time is of the essence of this Contract. For purposes of this Contract, "**business days**" shall mean Monday through Thursday, excluding federal and state holidays. If any date set forth in this Agreement for the delivery of any document or notice or the happening of any event (such as, for example, the expiration of the Feasibility Period or the Close of Escrow) should, under the terms hereof, fall on a day that is not a business day, then such date shall be automatically extended to the next succeeding business day. Deliveries or events occurring subsequent to 5:00 PM on a business day in the location of occurrence shall be deemed to have occurred on the next business day (e.g., notices due on a certain date must be received by 5:00 PM on such date).

22. EXCULPATION

Each party agrees that there shall be absolutely no personal liability on the part of the other party or any employee or agent of such other party with respect to any of the terms, covenants and conditions of this Contract.

23. LIABILITIES NOT ASSUMED.

Except as specifically set forth herein to the contrary, Buyer shall not, and shall not by virtue of the transactions set forth, be deemed to have assumed or agreed to pay, perform, or discharge any liabilities of the Seller, whether or not the same relate to the Easement Properties or were incurred in connection with the ownership, use, management, or operation thereof by Seller, or by any person acting through, or on behalf of, Seller.

24. NOTICES

Notices required or permitted by this Contract shall be given in writing and personally delivered or sent by first class mail, postage prepaid to:

Seller:

Yuma/Miller Rd 20 Acres LLC
Attn: _____
9375 E. Shea Blvd., Suite 100
Scottsdale, Arizona 85260

With a copy to:
_____
_____
_____

Buyer:

City Manager
City of Buckeye
530 E. Monroe Ave
Buckeye, Arizona 85326

With a copy to:
City Attorney
City of Buckeye
530 E. Monroe Ave
Buckeye, Arizona 85326

25. COUNTERPARTS

This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which, together, shall constitute one and the same instrument. Facsimile signatures shall have the same force and effect as original signatures.

26. INTERNAL REVENUE CODE

Seller agrees to comply with Section 1445 of the Code and to complete and deliver to Buyer a non-foreign affidavit on Escrow Agent's standard form.

27. RELATIONSHIP OF PARTIES.

The parties agree that their relationship is that of Seller and Buyer, and that nothing contained herein shall constitute either party as being the agent or legal representative of the other for any purpose whatsoever, nor shall this Contract be deemed to create any form of business organization between the parties hereto, nor is either party granted the right or authority to assume or create any obligation or responsibility on behalf of the other party, nor shall either party be in any way liable for any debt of the other.

28. CONTRACT BINDING ONLY UPON EXECUTION

The delivery of this Contract in unexecuted form by Buyer or Seller does not constitute either an agreement or an offer. This Contract shall become the binding agreement of the parties only upon the execution by both parties of this Contract or a counterpart thereof.

EXECUTION PAGES FOLLOW

ACCEPTED BY:

DATE:_____, 2022.

BUYER:

CITY OF BUCKEYE, ARIZONA
an Arizona municipal corporation

By: _____
Its: _____

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

[ADDITIONAL SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this instrument is executed this _____day of _____, 2022.

SELLER:

YUMA/MILLER RD 20 ACRES LLC, an Arizona limited liability company

By: _____
Its: _____

EXHIBIT A

LEGAL DESCRIPTION FOR EASEMENT PROPERTY

[See following pages.]

Entellus
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602.244.2566
Fax 602.244.8947
Web www.entellus.com

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
APN 504-63-007W
MILLER ROAD- DURANGO ROAD TO INTERSTATE 10
DRAINAGE EASEMENT

That portion of the parcel of land described in Maricopa County Recorder Document # 2021-0813064 and located in the Northwest Quarter of Section 17, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the West Quarter Corner of said Section 17 from which the Maricopa County Department of Transportation brass cap flush found at the Northwest Corner of said Section 17 bears North 00 degrees 15 minutes 57 seconds East a distance of 2,626.71 feet, said line being the West line of the Northwest Quarter of said Section 17, and said line being the basis of bearings for this description;

Thence along the South line of said Northwest Quarter, South 89 degrees 53 minutes 12 seconds East a distance of 133.17 feet to a point;

Thence North 00 degrees 06 minutes 48 seconds East a distance of 65.00 feet to the north right-of-way line of Durango Street as defined in the Special Warranty Deed found in the Maricopa County Recorders (MCR) Document Number 2012-0126362, said point also being the POINT OF BEGINNING;

Thence along said north right-of-way line, North 89 degrees 53 minutes 12 seconds West a distance of 13.01 feet to a point on the east right-of-way line of Miller Road as defined in the Special Warranty Deed found in Document Number 2012-0126145 (MCR);

Thence continuing along said east right-of-way line, North 44 degrees 48 minutes 31 seconds West a distance of 56.48 feet;

Thence continuing along said east right-of-way line, North 00 degrees 15 minutes 57 seconds East a distance of 123.15 feet to a point;

Thence South 89 degrees 44 minutes 03 seconds East a distance of 53.00 feet to a point on a line parallel with and 53.00 feet distant from said east right-of-way line,

Thence along said parallel line, South 00 degrees 15 minutes 57 seconds West a distance of 163.00 feet to the POINT OF BEGINNING.

Containing an area of 7,843 SQUARE FEET or 0.180 ACRES, more or less.
See attached Exhibit "B"

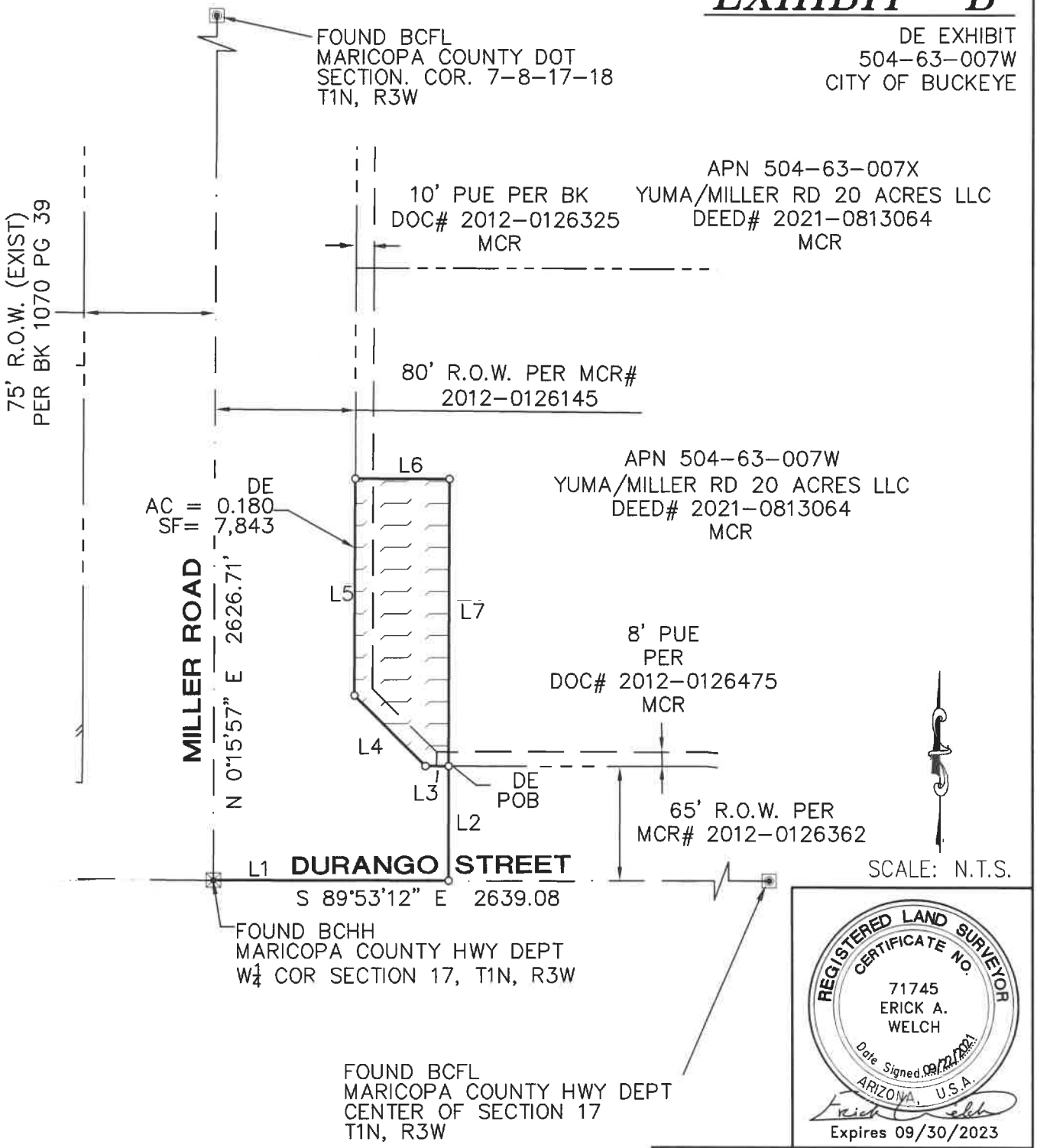
EXHIBIT B

DEPICTION OF EASEMENT PROPERTY

[See following page.]

EXHIBIT "B"

DE EXHIBIT
504-63-007W
CITY OF BUCKEYE



SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 09/13/2021
ARIZONA, U.S.A.
Expires 09/30/2023

LEGEND

DRAINAGE EASEMENT

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 17 BEARING N 00°15'57" E

Entellus™
3033 N. 44th Street, Suite 250
Phoenix. AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

CITY OF BUCKEYE

APN 504-63-007W

SECTION 17 T1N, R3W

DRAINAGE EASEMENT EXHIBIT

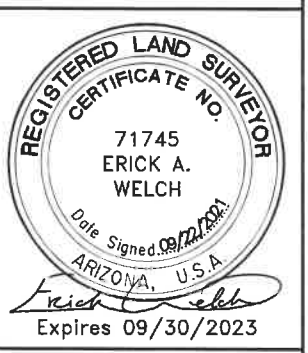
DATE: 09/13/21 | REV'D:

DRAWN BY: AH | CHK'D: DGF | PG: 2 OF 3

FILE: 504-63-007W-DE_.DWG

APN 504-63-007W

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89° 53' 12"E	133.17'
L2	N0° 06' 48"E	65.00'
L3	N89° 53' 12"W	13.01'
L4	N44° 48' 31"W	56.48'
L5	N0° 15' 57"E	123.15'
L6	S89° 44' 03"E	53.00'
L7	S0° 15' 57"W	163.00'



Expires 09/30/2023

LEGEND

DRAINAGE EASEMENT

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 17 BEARING N 00°15'57" E

Entellus™
3033 N. 44th Street, Suite 250
Phoenix. AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

CITY OF BUCKEYE

APN 504-63-007W

SECTION 17 T1N, R3W

DRAINAGE EASEMENT EXHIBIT

DATE: 09/13/21	REV'D:	
DRAWN BY: AH	CHK'D: DGF	PG: 3 OF 3
FILE: 504-63-007W-DE_.DWG		

EXHIBIT C

[FORM OF DRAINAGE EASEMENT]

WHEN RECORDED, RETURN TO:

City Clerk
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

EASEMENT AGREEMENT FOR DRAINAGE AND RETENTION

DATED AS OF: _____, 202__

PARTIES: YUMA/MILLER RD 20 ACRES LLC, an Arizona limited liability company **("Grantor")**

CITY OF BUCKEYE, an Arizona municipal corporation **("City")**

RECITALS:

A. Grantor is the owner of that certain real property located in the City of Buckeye, Maricopa County, Arizona, legally described on Exhibit "A" attached hereto (the "**Property**").

B. Grantor and the City desire to establish a drainage and retention easement in, on, over, under, across and through that portion of the Property legally described and depicted on Exhibit "B" attached hereto (the **"Easement Area"**) and to grant easements for the construction and maintenance of certain drainage improvements within such Easement Area.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purposes set forth in the foregoing Recitals which are incorporated herein by reference, the parties agree as follows:

1. **Grant of Drainage and Water Retention Easement**. Grantor hereby grants to the City a perpetual easement (the **"Drainage Easement"**) in, on, over, under, across and through the Easement Area for purposes of construction, installation, use, maintenance, repair, replacement and operation of surface and subsurface storm water channels, culverts, retention/detention areas, headwalls, gutters, gabions and other drainage facilities and drains and all related facilities and equipment (collectively, the **"Drainage Improvements"**), and for purposes of drainage, diversion, acceptance of water, use and/or storage of flood, storm and other surface water and municipal well water, together with a perpetual easement for pedestrian and vehicular ingress and egress to and from the Easement Area. The purpose of the easements granted hereby is to provide drainage and retention for flood, storm and other surface water upon, over, across and through the Drainage Improvements constructed within the Easement

Area. No buildings or structures or other above-ground improvements other than the Drainage Improvements shall be erected, constructed or placed within the Easement Area that would impede the flow of water over, under or through the Easement Area or that would materially reduce the retention capacity of the Easement Area.

2. **Use of Easement Area and Drainage Easement**. The City, through its officers, employees and agents, shall have the right to enter upon the Easement Area in such a manner and at such times from the date hereof as may be reasonably necessary for the purpose of constructing, installing, repairing, replacing and maintaining thereon the Drainage Improvements and any necessary appurtenances, including such repairs, replacements and removals as may be from time to time required. The rights granted to the City in the exercise of its right to use the Drainage Easement shall include, without limitation, the right to remove plant growth, dirt and other materials from the Easement Area as may be reasonably necessary in connection with the construction, installation, operating and maintenance of the Drainage Improvements.

3. **No Obstructions**. Grantor hereby agrees not to block in any way, restrict or impede access to or from, or full use of, the Easement Area by the City; or convey to any third party any easement, or other interest or right of use of the Easement Area, that would impair or limit the easement rights granted to the City herein. Grantor hereby agrees that in the event of any encroachment upon the Drainage Easement or the Easement Area or the Drainage Improvements, the City shall have the right to require removal of such encroachment, and the same shall be accomplished within a reasonable period of time by Grantor, at Grantor's expense. Failure of the City to so exercise its right to require removal of any such encroachment shall neither constitute waiver of this right, nor preclude other remedies available to the City.

4. **Maintenance**. Grantor, at its sole cost and expense, shall maintain the Drainage Improvements in good condition and repair, including without limitation keeping all landscaping watered and in good condition, and in compliance with all private covenants, conditions, and restrictions in effect as of the date of this Agreement, and all current and future laws, rules, regulations, ordinances, orders and directives relating to drainage and the use of the Easement Area. In the event that Grantor fails to satisfy its maintenance obligations as set forth in this Section 4, the City shall have the right, but not the obligation, to perform such maintenance and to recover the cost therefrom from Grantor.

5. **Construction of Barriers**. No wall, fence or barrier other than those approved by the City from time to time shall be constructed or erected in the Easement Area that shall impair the use or exercise of any of the easements granted hereby, or the ingress, egress, access and movement of the City over the Easement Area.

6. **Remedies; Attorneys' Fees and Costs**. In addition to any other remedies available herein or at law or in equity, the parties shall have the right to maintain an action at law for actual damages sustained as a result of the breach of this Agreement (but specifically excluding exemplary, punitive, or consequential damages) and/or to enjoin or otherwise restrain any such breach, or continuing breaches thereafter. All costs and expenses incurred by the non-breaching party to seek damages from, or equitable relief against, a defaulting party as a result of breaches of this Agreement, together with the non-breaching party's reasonable attorneys' fees,

expert witness fees, costs of tests and analyses, deposition and trial transcript costs and costs of court shall be assessed against, and paid by, the defaulting party.

7. **Runs with the Land**. The Drainage Easement is for the benefit of the City and burdens the Easement Area. The rights and obligations of this Agreement shall run with the land. The acceptance by any person or entity of any interest in the Easement Area, or any portion thereof, constitutes an agreement by such person or entity to perform all obligations imposed hereby and not to use, occupy or allow any use or occupancy of its property in a manner that would violate or breach any of the provisions of this Agreement.

8. **Successors and Assigns**. This Agreement and each of the terms, provisions, conditions and covenants herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors, agents, designees or assigns. No third party shall be entitled to enforce any term, covenant or condition of this Agreement, or have any rights hereunder.

9. **Amendment**. This Agreement may only be amended by a recorded document executed by the parties to this Agreement or their successors of record.

10. **Not a Partnership**. No term of this Agreement shall be deemed to create a partnership between Grantor or the City or their respective tenants or occupants, nor shall this Agreement cause any of them to be considered joint venturers.

11. **Counterparts**. This Agreement may be executed in any number of counterparts, all such counterparts will be deemed to constitute one and the same instrument, and each such counterpart will be deemed an original hereof. For purposes of recording, the signature and acknowledgment page(s) may be detached from one or more counterparts and reattached to a single duplicate original of this Agreement.

12. **Conflict of Interest**. This Agreement and the Easement are subject to, and may be terminated by the City, pursuant to the provisions of A.R.S. §38-511.

13. **Miscellaneous**. Time is of the essence of this Agreement and each and every provision hereof. The captions and headings of the various sections of this Agreement are for convenience and identification only and shall not be deemed to limit or to define the contents of the respective sections. Invalidation of any one of the covenants, conditions, restrictions or other provisions contained herein by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions or provisions hereof, and the same shall remain in full force and effect. This Agreement shall be construed according to its ordinary meaning and shall not be strictly construed for or against any party hereto. This Agreement has been executed in the State of Arizona and the laws of the State of Arizona shall govern its construction, performance and terms. The parties shall execute such further documents, and take such further actions, as may reasonably be required to carry out the provisions of this Agreement or any document or agreement relating hereto or entered into in connection herewith. Any modification or waiver of any term herein, including a modification or waiver of this term, must be in writing signed by the party or parties against which enforcement of the modification or waiver is sought. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter

hereof, and all prior and contemporaneous representations and understandings, written or oral, are hereby superseded and merged into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this **EASEMENT AGREEMENT FOR DRAINAGE AND RETENTION** as of the date set forth above.

GRANTOR

YUMA/MILLER RD 20 ACRES LLC, an Arizona limited liability company

By: _____
Name: _____
Title: _____

STATE OF ARIZONA
COUNTY OF MARICOPA

On this _____ day of _____, 202__, before me personally appeared _____, the _____ of Yuma/Miller Rd 20 Acres LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed this Easement Agreement for Drainage and Retention, consisting of _____ pages, including this page and all exhibits, on behalf of the company.

.

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

(Seal and Expiration Date)__

_____
Notary Public in and for the State of Arizona

[SIGNATURES CONTINUE ON NEXT PAGE]

CITY

CITY OF BUCKEYE, ARIZONA,
an Arizona municipal corporation

By: _____
Dan Cotterman, City Manager

ATTEST:

_____
Lucinda Aja, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument, Easement Agreement for Drainage and Retention, consisting of _____pages, including this page and all Exhibits, was acknowledged before me this _____ day of _____, 202__ by Dan Cotterman, the City Manager of the CITY OF BUCKEYE, Arizona, an Arizona municipal corporation, on behalf of the City.

_____
Notary Public

(Affix Notary Stamp Here)

EXHIBIT A to Drainage Easement

Legal Description of the Property

PARCEL NO. 1:

THE SOUTH 100 FEET OF THE SOUTH 369 FEET OF THE NORTH 2279 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION SEVENTEEN (17), TOWNSHIP ONE (1) NORTH, RANGE THREE (3) WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA.

EXCEPT THE WEST 40 FEET FOR ROADWAY; AND

EXCEPT THAT PORTION CONVEYED TO TOWN OF BUCKEYE BY SPECIAL WARRANTY DEED RECORDED ON FEBRUARY 10, 2012 AS 2012-0112989, OF OFFICIAL RECORDS; AND

EXCEPT THAT PORTION CONVEYED TO TOWN OF BUCKEYE BY SPECIAL WARRANTY DEED RECORDED ON FEBRUARY 10, 2012 AS 2012-0113416, OF OFFICIAL RECORDS.

PARCEL NO. 2:

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION SEVENTEEN (17), TOWNSHIP ONE (1) NORTH, RANGE THREE (3) WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA.

EXCEPT THE NORTH 2279 FEET; AND

EXCEPT THE WEST 40 FEET FOR ROADWAY; AND

EXCEPT THAT PORTION CONVEYED TO TOWN OF BUCKEYE BY SPECIAL WARRANTY DEED RECORDED ON FEBRUARY 15, 2012 AS 2012-0126145, OF OFFICIAL RECORDS; AND

EXCEPT THAT PORTION CONVEYED TO TOWN OF BUCKEYE BY SPECIAL WARRANTY DEED RECORDED ON FEBRUARY 15, 2012 AS 2012-0126362, OF OFFICIAL RECORDS.

EXHIBIT B to Drainage Easement

Legal Description and Depiction of Easement Area

See following page(s).

Entellus
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602.244.2566
Fax 602.244.8947
Web www.entellus.com

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
APN 504-63-007W
MILLER ROAD- DURANGO ROAD TO INTERSTATE 10
DRAINAGE EASEMENT

That portion of the parcel of land described in Maricopa County Recorder Document # 2021-0813064 and located in the Northwest Quarter of Section 17, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the West Quarter Corner of said Section 17 from which the Maricopa County Department of Transportation brass cap flush found at the Northwest Corner of said Section 17 bears North 00 degrees 15 minutes 57 seconds East a distance of 2,626.71 feet, said line being the West line of the Northwest Quarter of said Section 17, and said line being the basis of bearings for this description;

Thence along the South line of said Northwest Quarter, South 89 degrees 53 minutes 12 seconds East a distance of 133.17 feet to a point;

Thence North 00 degrees 06 minutes 48 seconds East a distance of 65.00 feet to the north right-of-way line of Durango Street as defined in the Special Warranty Deed found in the Maricopa County Recorders (MCR) Document Number 2012-0126362, said point also being the POINT OF BEGINNING;

Thence along said north right-of-way line, North 89 degrees 53 minutes 12 seconds West a distance of 13.01 feet to a point on the east right-of-way line of Miller Road as defined in the Special Warranty Deed found in Document Number 2012-0126145 (MCR);

Thence continuing along said east right-of-way line, North 44 degrees 48 minutes 31 seconds West a distance of 56.48 feet;

Thence continuing along said east right-of-way line, North 00 degrees 15 minutes 57 seconds East a distance of 123.15 feet to a point;

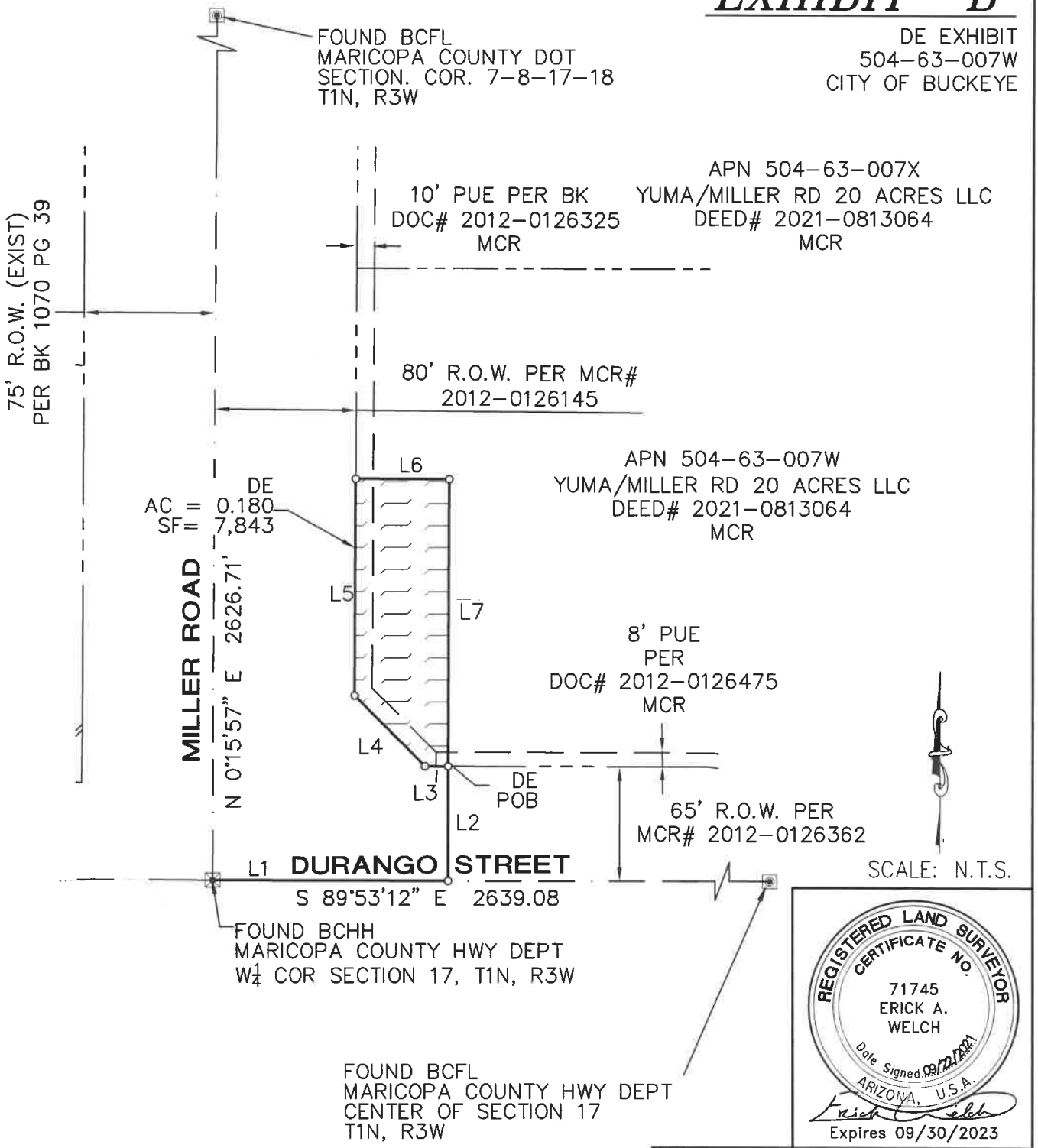
Thence South 89 degrees 44 minutes 03 seconds East a distance of 53.00 feet to a point on a line parallel with and 53.00 feet distant from said east right-of-way line,

Thence along said parallel line, South 00 degrees 15 minutes 57 seconds West a distance of 163.00 feet to the POINT OF BEGINNING.

Containing an area of 7,843 SQUARE FEET or 0.180 ACRES, more or less.
See attached Exhibit "B"

EXHIBIT "B"

DE EXHIBIT
504-63-007W
CITY OF BUCKEYE



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 09/20/2021
ARIZONA, U.S.A.
Expires 09/30/2023

LEGEND

DRAINAGE EASEMENT

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 17 BEARING N 00°15'57" E

Entellus™
3033 N. 44th Street, Suite 250
Phoenix. AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

CITY OF BUCKEYE

APN 504-63-007W

SECTION 17 T1N, R3W

DRAINAGE EASEMENT EXHIBIT

DATE: 09/13/21	REV'D:	
DRAWN BY: AH	CHK'D: DGF	PG: 2 OF 3
FILE: 504-63-007W-DE_.DWG		

APN 504-63-007W

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89° 53' 12"E	133.17'
L2	N0° 06' 48"E	65.00'
L3	N89° 53' 12"W	13.01'
L4	N44° 48' 31"W	56.48'
L5	N0° 15' 57"E	123.15'
L6	S89° 44' 03"E	53.00'
L7	S0° 15' 57"W	163.00'

Expires 09/30/2023

LEGEND

DRAINAGE EASEMENT

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 17 BEARING N 00°15'57" E

Entellus™
3033 N. 44th Street, Suite 250
Phoenix. AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

CITY OF BUCKEYE

APN 504-63-007W

SECTION 17 T1N, R3W

DRAINAGE EASEMENT EXHIBIT

DATE: 09/13/21	REV'D:	
DRAWN BY: AH	CHK'D: DGF	PG: 3 OF 3
FILE: 504-63-007W-DE_.DWG		

REAL ESTATE PURCHASE CONTRACT
(Easement)

This Real Estate Purchase Contract (the "Contract"), together with any further escrow instructions or subsequent addenda signed by Glendale Ave/Miller Rd, LLC, an Arizona limited liability company (hereinafter "Seller") and the City of Buckeye, Arizona, a municipal corporation organized under the laws of the State of Arizona (hereinafter "Buyer"), shall constitute a binding contract on the part of Seller to grant to Buyer an easement (the "Drainage Easement") for purposes of construction and maintenance of certain drainage improvements in, on, over, under, through and across certain real property owned by Seller (the "Easement Property"), and on the part of Buyer to pay consideration for the same, in accordance with the terms and conditions contained in this Contract.

1. LEGAL DESCRIPTION

The Easement Property that is the subject of this Contract is that certain real property located in Maricopa County, Arizona legally described in Exhibit A and depicted in Exhibit B, respectively, each of which is attached hereto and made a part hereof. The form of the Drainage Easement is set forth in Exhibit C, which is attached hereto and made a part hereof.

2. EASEMENT CONSIDERATION

2.1 The easement consideration to be paid by Buyer (the "Easement Consideration") is **TWENTY-TWO THOUSAND THREE HUNDRED FORTY-FOUR AND 00/100 DOLLARS ($22,344.00)**.

2.2 Upon the Opening of Escrow (as hereinafter defined), Buyer shall deposit with Escrow Agent the sum of **FIVE THOUSAND DOLLARS ($5,000.00)** (the "Earnest Money Deposit"). The Earnest Money Deposit shall become nonrefundable to Buyer following the expiration of the Feasibility Period (unless Buyer shall have, prior to said date, exercised its right to terminate this Contract in accordance with the provisions of Paragraph 7 below), except in the event of a Seller default hereunder or as otherwise expressly provided herein. The Earnest Money Deposit shall be applied (and Buyer shall receive a credit in the amount of the Earnest Money Deposit) toward the payment of the Easement Consideration.

2.3 The balance of the Easement Consideration, approximately **SEVENTEEN THOUSAND THREE HUNDRED FORTY-FOUR AND 00/100 DOLLARS ($17,344.00)**, plus or minus other adjustments as provided in this Contract, shall be due at Close of Escrow (as hereinafter defined) and shall be paid by Buyer in readily available funds to Escrow Agent, for and on behalf of Seller, at the Close of Escrow.

3. ESCROW AGENT; ESCROW PROVISIONS.

Seller and Buyer hereby appoint Pioneer Title Agency, Inc., ("Escrow Agent") Attn: Diana Olson, as the escrow agent for the transaction contemplated by this Contract, with an escrow ("Escrow") to be opened as of the date of delivery of a fully executed original of this

Contract to Escrow Agent, together with the Earnest Money Deposit (the "Opening of Escrow"). Escrow Agent, as the party designated as the person responsible for closing the transaction contemplated hereby within the meaning of Section 6045(a)(2)(A) of the Internal Revenue Code of 1986 ("Code"), shall file all necessary information, reports, returns and statements regarding this transaction as required by the Code, including, without limitation, any tax reports required pursuant to Section 6045 of the Code.

4. BROKERAGE COMMISSION

Seller has not been represented by a real estate broker, agent or agency in connection with the transaction contemplated by this Contract. Seller is solely responsible for any compensation due under or required by any brokerage or similar agreement, with respect to which Seller has been represented by a real estate broker, agent or agency, and hereby indemnifies Buyer against any claim for commission (including all costs and reasonable attorneys' fees expended in defending against such claim) arising from or related to the transaction set forth in this Contract. This indemnity shall survive termination of this Contract.

5. CLOSING COSTS

5.1 Buyer will pay all escrow fees related to the sale of the Easements. Escrow Agent shall issue or cause to be issued an owner's policy of title insurance ("Title Policy") insuring valid easement interests in the Easement Property in Buyer in the amount of the Easement Consideration and naming Buyer as the insured. Buyer shall bear the cost of the Title Policy.

5.2 All of the above-referenced costs that are the responsibility of Buyer shall be paid into Escrow on or before the Close of Escrow in addition to the Purchase Price. All costs that are the responsibility of Seller as referenced above shall be paid from the proceeds of the sale of the Easements to which Seller is entitled.

6. STATUS OF TITLE

6.1. Escrow Agent shall, at Buyer's request and expense, provide, within ten (10) days of the date of this Contract, a commitment (the "Commitment") for the Title Policy, suitable to Buyer, and shall provide copies of all instruments shown by the Commitment as exceptions. At the Close of Escrow, Seller shall take all steps necessary to obtain the release of the Easement Property from all mortgages, deeds of trust or other monetary liens encumbering the Easement Property ("Monetary Liens").

6.2 Buyer is only obligated to accept the grant of the Drainage Easement at Close of Escrow if Buyer, in its sole discretion, is otherwise satisfied with the condition of title as reflected in the Commitment and any investigation made by Buyer pursuant to Paragraph 7. Buyer shall have until the expiration of the Feasibility Period (as defined below) to file its objections to the condition of title. If Buyer shall not have notified Seller of Buyer's Title Objections within such time specified above, Buyer shall be deemed to have approved the condition of title of the Easement Property as shown by the Commitment and elected to proceed toward the Close of Escrow. All matters that are either approved or deemed approved pursuant

to this Section 6.2, together with the standard printed exceptions in the Commitment, shall be referred to as the "Permitted Exceptions."

7. INVESTIGATIONS

Buyer shall have until ten (10) days prior to Close of Escrow ("Feasibility Period") to make such investigations of the Easement Property as Buyer deems necessary to assure Buyer that the Easement Property is suitable for Buyer's intended purposes and that no hazardous wastes or substances are located on or under the Easement Property. Such right of investigation shall include, without limitation, the right to have made any surveys, architectural and engineering studies, environmental studies, soil borings and similar examinations, tests, studies and inspections of the Easement Property as Buyer may deem necessary or appropriate (collectively, the "Inspections"). Buyer shall and does hereby agree to repair any damage to the Easement Property resulting from the Inspections and, to the extent permitted by law, to indemnify, defend, protect and hold harmless Seller from any and all liabilities, claims, losses, damages and expenses, including but not limited to court costs and reasonable attorneys' fees and any liens placed upon the Easement Property, which may be incurred by Seller because of the Inspections, other than claims for diminution in value or other economic effects resulting from Buyer's discovery of existing hazardous materials or pollutants or other negative information regarding the Easement Property or Buyer's election to terminate this Contract. Any provision of this Contract to the contrary notwithstanding, the indemnity by Buyer set forth in this Section shall survive Closing or any termination of this Contract. On or before the expiration of the Feasibility Period, Buyer may terminate this Contract for any reason whatsoever by submitting to Seller written notice of Buyer's desire to terminate this Contract. Buyer shall not be obligated to explain its reasons for terminating this Contract in such written notice to Seller. If Buyer elects to terminate this Contract, the Earnest Money Deposit shall be returned to Buyer and this Contract shall terminate and the parties shall thereafter be relieved from further liability hereunder, except with respect to any obligations which expressly survive the termination of this Contract.

8. SELLER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

Seller warrants, represents, and covenants to Buyer (with the understanding that Buyer is relying on these warranties, representations, and covenants) that:

8.1. Seller has the full limited liability company right and authority to enter into this Contract and consummate the transaction contemplated by this Contract. All requisite action has been and will be taken by and on behalf of Seller in connection with the entering into of this Contract, the instruments referenced herein and consummating the transaction contemplated hereby. The persons and/or entities signing this Contract on behalf of Seller are authorized to do so. Seller shall furnish to Buyer such documentation to evidence such authority as Buyer shall reasonably request.

8.2 This Contract and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of Seller, enforceable against Seller in accordance with their terms.

8.3 To Seller's actual knowledge: (i) neither the execution of this Contract nor the performance hereof by Seller will result in any breach or violation of the terms of any law, rule, ordinance, or regulation or of any decree, judgment or order to which Seller is a party now in effect from any court or governmental body; (ii) there are no consents, waivers, authorizations or approvals from any third party necessary to be obtained by Seller in order to carry out the transactions contemplated by this Agreement; and (iii) the execution and delivery of this Agreement and performance hereof by Seller will not conflict with, or result in a breach of, any of the terms, conditions or provisions of, or constitute a default under or result in the creation of any new, or the acceleration of any existing, lien, charge, or encumbrance upon the Easement Property, or any indenture, mortgage, lease, agreement, or other instrument to which Seller is a party or by which Seller or any of its assets may be bound.

8.4 Except as reflected in the Commitment, there are no claims, actions, suits, or other proceedings pending or to Seller's actual knowledge threatened by any governmental department or agency or any other corporation, partnership, entity, or person whomsoever, nor any voluntary actions or proceedings contemplated by Seller, which in any manner or to any extent may detrimentally affect Buyer's right, title, or interest in and to the Drainage Easement or Seller's ability to perform Seller's obligations under this Contract.

8.5 Seller owns the Easement Property in fee simple absolute, subject only to the matters reflected in the Commitment.

8.6 Seller has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets; (v) admitted in writing Seller's inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.

8.7 Except as reflected in the Commitment, there are no mechanics' or materialmen's liens perfected against the Easement Property by parties claiming through Seller. Seller shall cause to be released and discharged promptly, and shall indemnify, defend and hold Buyer harmless for, from and against any liens filed against the Easement Property through parties claiming through Seller prior to or after the Close of Escrow in violation of this warranty.

8.8 To Seller's actual knowledge, Seller is not prohibited from consummating the transactions contemplated by this Contract or any law, regulation, agreement, instrument, restriction, order or judgment.

8.9 Other than this Contract, there are no licenses, agreements, leases, options, contracts or rights of purchase or first refusal, recorded or unrecorded, whatsoever affecting the Easement Property. Seller will not, without the prior written consent of Buyer, consent to or convey any interest in the Easement Property, and Seller will not consent to or subject the Easement Property to any additional liens, encumbrances, covenants, conditions, easements,

rights-of-way or similar matters after the date of this Contract, which will not be eliminated on or prior to the Closing Date.

8.10 To Seller's actual knowledge, there has been no production, disposal, or storage on the Easement Property of any hazardous waste or other toxic or radioactive substance or matter by Seller, nor has Seller received any actual notices of any violation of hazardous waste statutes or regulations. To Seller's actual knowledge, there is no proceeding or inquiry by any authority with respect thereto, nor has Seller received any notice of any violation of the above-mentioned statutes or regulations or any information which would constitute or lead to a violation thereof.

8.11 To Seller's actual knowledge, except for pesticides that may be been used in connection with normal farming operations (with Seller not having actual knowledge of any such use of pesticides other than in compliance with applicable laws), no portion of the Easement Property is now being or has ever been used for the discharge or disposal of a pollutant or waste, for the treatment or disposal of refuse or sewage or for the operation of any underground storage tanks.

The "actual knowledge" of Seller, as used in this Section 8, means the actual, present knowledge of _____ as of the date of this Contract. Such individual shall have no personal obligation or liabilities under this Contract. Notwithstanding anything to the contrary contained in this Contract, it is understood and agreed that all representations and warranties of the Seller set forth in this Contract shall survive the Closing of this Contract until the first anniversary of the Close of Escrow, and neither party shall have any liability of any kind whatsoever for any breach thereof except to the extent a claim is asserted by the filing of a legal proceeding against such party by such date, and in such event the survival period for the representations and warranties in question shall be tolled while such action is pending both at trial and on appeal and while any judgment arising from such action remains unsatisfied.

9. CLOSE OF ESCROW

9.1 The closing of the Escrow shall occur on or before thirty (30) days from the Opening of Escrow ("Close of Escrow"). The Close of Escrow will be at the offices of the Escrow Agent.

9.2 Buyer shall not be obligated to close hereunder unless each of the following conditions shall exist on the Close of Escrow:

(a) The Escrow Agent shall be prepared to issue (or be prepared to unconditionally commit to issue) the Title Policy, subject to (i) matters created by Buyer, if any, and (ii) the Permitted Exceptions.

(b) Seller shall have provided to Buyer evidence reasonably satisfactory to Buyer and Escrow Agent that Seller has corporate authorization to grant the Drainage Easement to Buyer in accordance with the terms of this Contract (as amended, if applicable) and to enter into, execute, deliver and perform this Contract.

(c) Seller's representations and warranties made by Seller are true and correct in all material respects on and as of the Close of Escrow with the same force and effect as if made on and as of the Close of Escrow.

(d) Seller shall have performed all covenants and obligations and satisfied all conditions required by this Contract to be performed or satisfied by Seller on or before the Close of Escrow.

The provisions of this Section 9.2 are for the sole benefit of Buyer and may be waived by Buyer in its discretion.

9.3 Seller shall not be obligated to close hereunder unless each of the following conditions shall exist on the Close of Escrow: (a) Buyer's representations and warranties made by Buyer are true and correct in all material respects on and as of the Close of Escrow with the same force and effect as if made on and as of the Close of Escrow; (b) Buyer shall have performed all covenants and obligations and satisfied all conditions required by this Contract to be performed or satisfied by Buyer on or before the Close of Escrow; and (c) Escrow Agent is irrevocably committed to issue the Title Policy. The provisions of this Section 9.3 are for the sole benefit of Seller and may be waived by Seller in its discretion.

9.4 By the Close of Escrow, the following shall occur:

(a) Seller shall deliver to Buyer an executed counterpart of the Drainage Easement:

(b) Buyer shall pay to Seller the Easement Consideration as provided in Section 2.1, subject to the adjustments described in Section 5. In addition, on or prior to the scheduled Close of Escrow, Buyer shall execute and acknowledge (where appropriate) and deposit with Escrow Agent for delivery to Seller upon the Close of Escrow an executed counterpart of the Drainage Easement.

(c) Seller and Buyer shall each deliver to the other such instruments, documents, or certificates (including certificates of public officials to the extent the same are reasonably available) as the other party or its counsel may reasonably request in order to attest to the organization and existence of such party, its authority to execute and deliver this Contract, and to effect the transactions herein contemplated, and attesting to the taking of all necessary action to authorize the herein contemplated transactions.

(d) Seller shall execute and deliver to Buyer such other documents, instruments, or agreements which Seller may be required to deliver to Buyer pursuant to the provisions of this Contract or which may be necessary to consummate the transactions contemplated by this Contract.

(e) Buyer shall execute and deliver to Seller such other documents, instruments, or agreements which Buyer may be required to deliver to Seller pursuant to the provisions of this Contract or which may be necessary to consummate the transactions contemplated by this Contract.

10. RIGHT TO ENCUMBER

The Easement Property is to be free and clear of all Monetary Liens not acceptable to Buyer at the time of transfer of title from Seller to Buyer. Seller shall not voluntarily encumber the Easement Property after execution of this Contract. Seller agrees that all Monetary Liens existing against the Easement Property at Close of Escrow shall be satisfied from the proceeds of the sale to the extent necessary to obtain the release of the Easement Property from any such Monetary Liens.

11. ASSIGNABILITY

Neither Seller nor Buyer may assign any of its rights or obligations under this Contract without the other party's advance written consent. This Contract shall be binding upon Seller and Buyer and their respective successors and assigns.

12. DEFAULT

12.1 Seller's Failure to Close. If Seller fails to Close, and provided that Buyer is not then in breach or default of its obligations hereunder, then Buyer, at Buyer's option, shall be entitled to (i) seek specific performance of Seller's obligations hereunder; (ii) terminate this Contract by written notice to Seller and Escrow Agent, in which event the Earnest Money Deposit, accrued interest and all other sums previously deposited by Buyer with Escrow Agent or which were paid to Seller on account of this Contract shall be returned to Buyer, and Buyer may pursue any claim for its actual damages not to exceed $10,000.00; or (iii) waive such breach and proceed to Closing. Notwithstanding any such termination, Buyer shall have the continuing right to enforce any surviving obligations provided for in this Contract.

12.2 Default by Buyer: If Buyer fails to complete the acquisition of the Easements as herein provided, and provided that Seller is not then in breach or default hereunder, Seller as its remedy for Buyer's failure to close this transaction shall be entitled to terminate this Contract by written notice to Buyer, in which event Seller shall be entitled to receive the Earnest Money Deposit as liquidated damages for Buyer's failure to close this transaction, and this Contract shall terminate. Payment to Seller of the Earnest Money Deposit shall terminate all of Seller's rights and remedies at law or in equity against Buyer with respect to this transaction for Buyer's failure to close this transaction. The parties hereby agree that the amount of the Earnest Money Deposit shall be and constitutes liquidated damages for Buyer's failure to close this transaction, Buyer and Seller acknowledging and agreeing that it is difficult or impossible to determine the actual damages Seller would suffer from Buyer's failure to close this transaction and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable. Notwithstanding any such termination for Buyer's failure to close this transaction, Seller shall have the continuing right to enforce any surviving obligations provided for in this Contract.

12.3 Notwithstanding anything in this Contract to the contrary, no party shall ever be in default hereunder unless such breaching party first receives written notice of default from the non-defaulting party hereunder, stating with specificity the purported default or events of default, and thereafter the defaulting party fails to cure such breach to the reasonable satisfaction of the

non-defaulting party within three (3) business days of the defaulting party's receipt of such written notice of default

12.4 The breaching party shall be responsible to pay all escrow costs and fees related to this Contract.

13. ATTORNEYS' FEES. In the event of any action at law or in equity between Seller and Buyer to enforce any of the provisions and/or rights under this Contract or on account of a breach of any term or provision hereof, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred therein by such prevailing party, including any such costs and expenses incurred in any appeal, and if such prevailing party shall recover judgment in any action or proceeding, such costs, expenses and fees shall be included in and as a part of such judgment. As used herein, the term "prevailing party" shall be the party to such litigation which receives, whether by settlement or judgment, substantially the relief prayed for in such litigation. This provision shall survive the Close of Escrow or any termination of this Contract.

14. SUPERSEDING AGREEMENT

This Contract constitutes the entire contract of the parties relating to the Drainage Easement and the parties agree that the terms of this Contract shall supersede all previous oral and written Contracts between them.

15. AMENDMENT; WAIVER; ENTIRE AGREEMENT

No change or modification of this Contract shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Contract shall be binding unless in writing and signed by the party against who it is sought to be enforced. This Contract contains the entire agreement between the parties relating to the purchase and sale of the Easements. All prior negotiations between the parties are merged in this Contract, and there are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as herein set forth.

16. ARIZONA LAW

Seller and Buyer both acknowledge that this Contract is executed in Maricopa County, Arizona, and relates to property located in Maricopa County, Arizona. Should legal action be necessary to enforce the terms of this Contract, all parties agree that the laws of the State of Arizona shall apply. All parties agree that the proper venue for any lawsuit shall be Maricopa County, Arizona.

17. AMBIGUITY

This Contract was drafted by the City with the assistance of their attorneys. Neither the City nor its attorneys at the law firm of Gust Rosenfeld, P.L.C. have rendered legal or other advice to Seller regarding the sale of the Drainage Easement or the specific terms of this

Contract. Seller is aware of its right to obtain independent professional and/or legal assistance with this Contract and, upon signing of the Contract, represents that it has taken all steps it deems necessary (including but not limited to, seeking the advice of professionals and/or attorneys) to assist them with this transaction. Consequently, any ambiguity in this Contract shall not be construed against either party.

18. CONFLICT OF INTEREST

Seller recognizes that Buyer is an Arizona municipal corporation. Pursuant to A.R.S. § 38-511, Buyer may cancel this Contract within three (3) years after its execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of Buyer is, at any time while the Contract or any extension thereof is in effect, an employee or agent of Seller in any capacity or a consultant to Seller with respect to the subject matter of this Contract. Notice of any such cancellation shall be given by Buyer to Seller with respect to the subject matter of this Contract. Notice of any such cancellation shall be given by Buyer to Seller pursuant to the terms of A.R.S. § 38-511. Should cancellation occur under this provision, Seller shall return to Buyer all moneys paid by Buyer under this Contract. Additionally, Seller shall be responsible for payment of all escrow fees.

19. AUTHORITY TO EXECUTE

Seller and Buyer both acknowledge that the persons whose signatures appear below have appropriate authority to execute this Contract on behalf of Seller and Buyer.

20. FURTHER ASSURANCES

Each of the parties hereto undertakes and agrees to execute and deliver such documents, writings and further assurances as may reasonably be required to carry out the intent and purpose of this Contract, which obligation shall survive the Closing.

21. DATES AND TIMES

Time is of the essence of this Contract. For purposes of this Contract, "**business days**" shall mean Monday through Thursday, excluding federal and state holidays. If any date set forth in this Agreement for the delivery of any document or notice or the happening of any event (such as, for example, the expiration of the Feasibility Period or the Close of Escrow) should, under the terms hereof, fall on a day that is not a business day, then such date shall be automatically extended to the next succeeding business day. Deliveries or events occurring subsequent to 5:00 PM on a business day in the location of occurrence shall be deemed to have occurred on the next business day (e.g., notices due on a certain date must be received by 5:00 PM on such date).

22. EXCULPATION

Each party agrees that there shall be absolutely no personal liability on the part of the other party or any employee or agent of such other party with respect to any of the terms, covenants and conditions of this Contract.

23. LIABILITIES NOT ASSUMED.

Except as specifically set forth herein to the contrary, Buyer shall not, and shall not by virtue of the transactions set forth, be deemed to have assumed or agreed to pay, perform, or discharge any liabilities of the Seller, whether or not the same relate to the Easement Properties or were incurred in connection with the ownership, use, management, or operation thereof by Seller, or by any person acting through, or on behalf of, Seller.

24. NOTICES

Notices required or permitted by this Contract shall be given in writing and personally delivered or sent by first class mail, postage prepaid to:

Seller:

Glendale Ave/Miller Rd, LLC
Attn: _____
7181 E. Camelback Rd., Unit 401
Scottsdale, Arizona 85251

With a copy to:
_____
_____
_____

Buyer:

City Manager
City of Buckeye
530 E. Monroe Ave
Buckeye, Arizona 85326

With a copy to:
City Attorney
City of Buckeye
530 E. Monroe Ave
Buckeye, Arizona 85326

25. COUNTERPARTS

This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which, together, shall constitute one and the same instrument. Facsimile signatures shall have the same force and effect as original signatures.

26. INTERNAL REVENUE CODE

Seller agrees to comply with Section 1445 of the Code and to complete and deliver to Buyer a non-foreign affidavit on Escrow Agent's standard form.

27. RELATIONSHIP OF PARTIES.

The parties agree that their relationship is that of Seller and Buyer, and that nothing contained herein shall constitute either party as being the agent or legal representative of the other for any purpose whatsoever, nor shall this Contract be deemed to create any form of business organization between the parties hereto, nor is either party granted the right or authority to assume or create any obligation or responsibility on behalf of the other party, nor shall either party be in any way liable for any debt of the other.

28. CONTRACT BINDING ONLY UPON EXECUTION

The delivery of this Contract in unexecuted form by Buyer or Seller does not constitute either an agreement or an offer. This Contract shall become the binding agreement of the parties only upon the execution by both parties of this Contract or a counterpart thereof.

EXECUTION PAGES FOLLOW

ACCEPTED BY:

DATE:_____, 2022.

BUYER:

CITY OF BUCKEYE, ARIZONA
an Arizona municipal corporation

By: _____
Its: _____

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

[ADDITIONAL SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this instrument is executed this _____day of _____, 2022.

SELLER:

GLENDALE AVE/MILLER RD, LLC, an Arizona limited liability company

By: _____
Its: _____

EXHIBIT A

LEGAL DESCRIPTION FOR EASEMENT PROPERTY

[See following pages.]

Entellus
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602.244.2566
Fax 602.244.8947
Web www.entellus.com

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
APN 504-63-007Y
MILLER ROAD- DURANGO ROAD TO INTERSTATE 10
DRAINAGE EASEMENT

That portion of the parcel of land described in Maricopa County Recorder Document # 2021-0598204 and located in the Northwest Quarter of Section 17, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the West Quarter Corner of said Section 17 from which the Maricopa County Department of Transportation brass cap flush found at the Northwest Corner of said Section 17 bears North 00 degrees 15 minutes 57 seconds East a distance of 2,626.71 feet, said line being the West line of the Northwest Quarter of said Section 17, and said line being the basis of bearings for this description;

Thence along said West line of said Northwest Quarter, North 00 degrees 15 minutes 57 seconds East a distance of 447.84 feet to a point;

Thence South 89 degrees 44 minutes 03 seconds East a distance of 80.00 feet to the east right-of-way line of Miller Road as defined in the Special Warranty Deed found in the Maricopa County Recorders (MCR) Document Number 2012-0133508, said point also being the POINT OF BEGINNING;

Thence along said east right-of-way line, North 00 degrees 15 minutes 57 seconds East a distance of 125.00 feet to a point;

Thence South 89 degrees 44 minutes 03 seconds East a distance of 65.00 feet to a point on a line parallel with and 65.00 feet distant from said east right-of-way line;

Thence along said parallel line, South 00 degrees 15 minutes 57 seconds West a distance of 125.00 feet to a point;

Thence North 89 degrees 44 minutes 03 seconds West a distance of 65.00 feet to the POINT OF BEGINNING.

Containing an area of 8,125 SQUARE FEET or 0.186 ACRES, more or less.

See attached Exhibit "B"

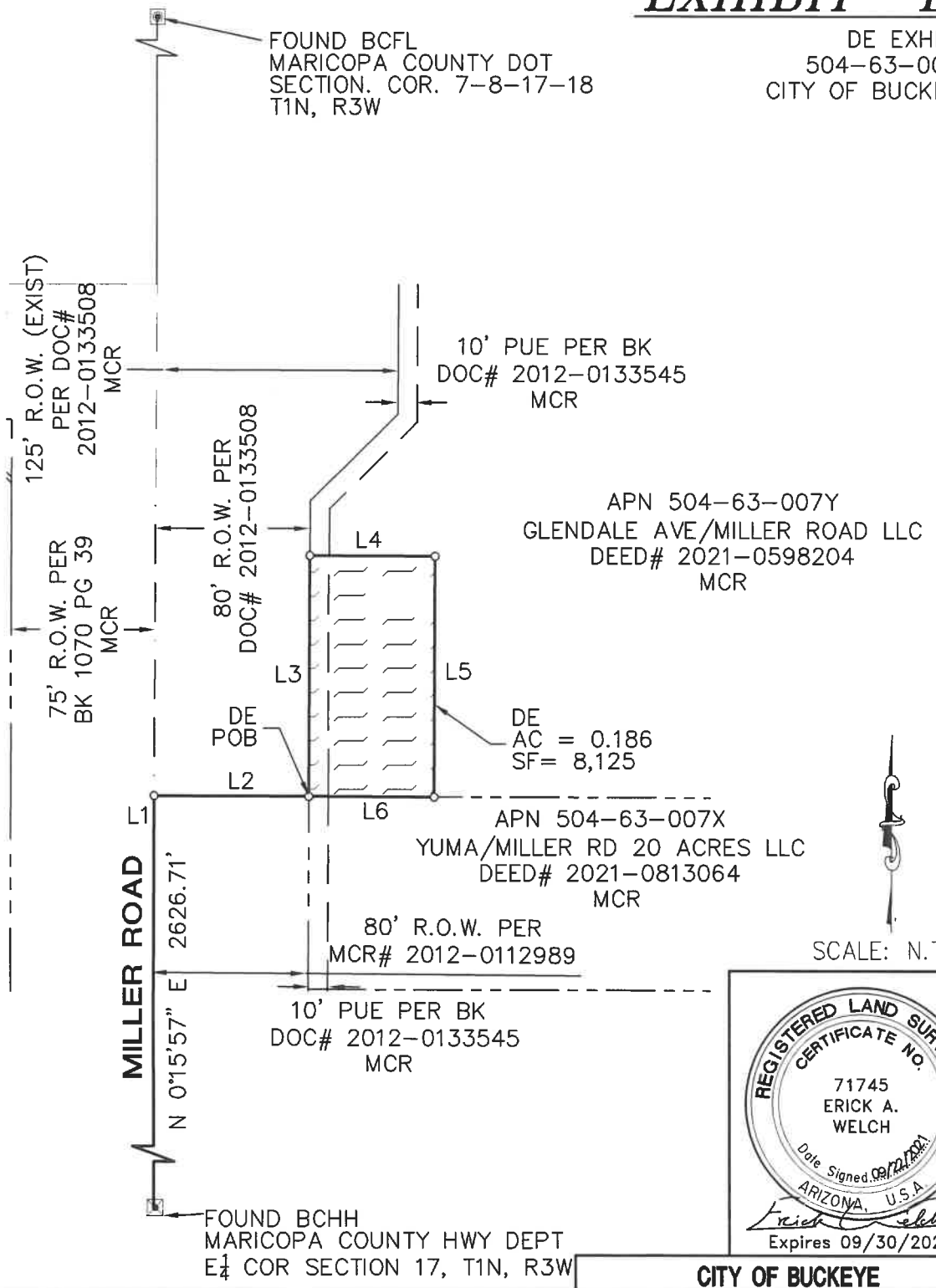
EXHIBIT B

DEPICTION OF EASEMENT PROPERTY

[See following page.]

EXHIBIT "B"

DE EXHIBIT
504-63-007Y
CITY OF BUCKEYE



SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 09/22/2021
ARIZONA, U.S.A.
Expires 09/30/2023

LEGEND

DRAINAGE EASEMENT

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 17 BEARING N 00°15'57" E

Entellus™
3033 N. 44th Street, Suite 250
Phoenix. AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

CITY OF BUCKEYE

APN 504-63-007Y

SECTION 17 T1N, R3W

DRAINAGE EASEMENT EXHIBIT

DATE: 09/13/21	REV'D:	
DRAWN BY: AH	CHK'D: DGF	PG: 2 OF 3
FILE: 504-63-007Y-DE_.DWG		

APN 504-63-007Y

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N0° 15' 57"E	447.84'
L2	S89° 44' 03"E	80.00'
L3	N0° 15' 57"E	125.00'
L4	S89° 44' 03"E	65.00'
L5	S0° 15' 57"W	125.00'
L6	N89° 44' 03"W	65.00'

Expires 09/30/2023

LEGEND

DRAINAGE EASEMENT

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 17 BEARING N 00°15'57" E

Entellus™
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Website: www.Entellus.com

CITY OF BUCKEYE

APN 504-63-007Y

SECTION 17 T1N, R3W

DRAINAGE EASEMENT EXHIBIT

DATE: 09/13/21	REV'D:	
DRAWN BY: AH	CHK'D: DGF	PG: 3 OF 3
FILE: 504-63-007Y-DE_.DWG		

EXHIBIT C

[FORM OF DRAINAGE EASEMENT]

WHEN RECORDED, RETURN TO:

City Clerk
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

EASEMENT AGREEMENT FOR DRAINAGE AND RETENTION

DATED AS OF: _____, 202__

PARTIES: GLENDALE AVE/MILLER RD, LLC, an Arizona limited liability company (**"Grantor"**)

CITY OF BUCKEYE, an Arizona municipal corporation (**"City"**)

RECITALS:

A. Grantor is the owner of that certain real property located in the City of Buckeye, Maricopa County, Arizona, legally described on Exhibit "A" attached hereto (the "**Property**").

B. Grantor and the City desire to establish a drainage and retention easement in, on, over, under, across and through that portion of the Property legally described and depicted on Exhibit "B" attached hereto (the **"Easement Area"**) and to grant easements for the construction and maintenance of certain drainage improvements within such Easement Area.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purposes set forth in the foregoing Recitals which are incorporated herein by reference, the parties agree as follows:

1. Grant of Drainage and Water Retention Easement. Grantor hereby grants to the City a perpetual easement (the **"Drainage Easement"**) in, on, over, under, across and through the Easement Area for purposes of construction, installation, use, maintenance, repair, replacement and operation of surface and subsurface storm water channels, culverts, retention/detention areas, headwalls, gutters, gabions and other drainage facilities and drains and all related facilities and equipment (collectively, the **"Drainage Improvements"**), and for purposes of drainage, diversion, acceptance of water, use and/or storage of flood, storm and other surface water and municipal well water, together with a perpetual easement for pedestrian and vehicular ingress and egress to and from the Easement Area. The purpose of the easements granted hereby is to provide drainage and retention for flood, storm and other surface water upon, over, across and through the Drainage Improvements constructed within the Easement

Area. No buildings or structures or other above-ground improvements other than the Drainage Improvements shall be erected, constructed or placed within the Easement Area that would impede the flow of water over, under or through the Easement Area or that would materially reduce the retention capacity of the Easement Area.

2. **Use of Easement Area and Drainage Easement**. The City, through its officers, employees and agents, shall have the right to enter upon the Easement Area in such a manner and at such times from the date hereof as may be reasonably necessary for the purpose of constructing, installing, repairing, replacing and maintaining thereon the Drainage Improvements and any necessary appurtenances, including such repairs, replacements and removals as may be from time to time required. The rights granted to the City in the exercise of its right to use the Drainage Easement shall include, without limitation, the right to remove plant growth, dirt and other materials from the Easement Area as may be reasonably necessary in connection with the construction, installation, operating and maintenance of the Drainage Improvements.

3. **No Obstructions**. Grantor hereby agrees not to block in any way, restrict or impede access to or from, or full use of, the Easement Area by the City; or convey to any third party any easement, or other interest or right of use of the Easement Area, that would impair or limit the easement rights granted to the City herein. Grantor hereby agrees that in the event of any encroachment upon the Drainage Easement or the Easement Area or the Drainage Improvements, the City shall have the right to require removal of such encroachment, and the same shall be accomplished within a reasonable period of time by Grantor, at Grantor's expense. Failure of the City to so exercise its right to require removal of any such encroachment shall neither constitute waiver of this right, nor preclude other remedies available to the City.

4. **Maintenance**. Grantor, at its sole cost and expense, shall maintain the Drainage Improvements in good condition and repair, including without limitation keeping all landscaping watered and in good condition, and in compliance with all private covenants, conditions, and restrictions in effect as of the date of this Agreement, and all current and future laws, rules, regulations, ordinances, orders and directives relating to drainage and the use of the Easement Area. In the event that Grantor fails to satisfy its maintenance obligations as set forth in this Section 4, the City shall have the right, but not the obligation, to perform such maintenance and to recover the cost therefrom from Grantor.

5. **Construction of Barriers**. No wall, fence or barrier other than those approved by the City from time to time shall be constructed or erected in the Easement Area that shall impair the use or exercise of any of the easements granted hereby, or the ingress, egress, access and movement of the City over the Easement Area.

6. **Remedies; Attorneys' Fees and Costs**. In addition to any other remedies available herein or at law or in equity, the parties shall have the right to maintain an action at law for actual damages sustained as a result of the breach of this Agreement (but specifically excluding exemplary, punitive, or consequential damages) and/or to enjoin or otherwise restrain any such breach, or continuing breaches thereafter. All costs and expenses incurred by the non-breaching party to seek damages from, or equitable relief against, a defaulting party as a result of breaches of this Agreement, together with the non-breaching party's reasonable attorneys' fees,

expert witness fees, costs of tests and analyses, deposition and trial transcript costs and costs of court shall be assessed against, and paid by, the defaulting party.

7. **Runs with the Land**. The Drainage Easement is for the benefit of the City and burdens the Easement Area. The rights and obligations of this Agreement shall run with the land. The acceptance by any person or entity of any interest in the Easement Area, or any portion thereof, constitutes an agreement by such person or entity to perform all obligations imposed hereby and not to use, occupy or allow any use or occupancy of its property in a manner that would violate or breach any of the provisions of this Agreement.

8. **Successors and Assigns**. This Agreement and each of the terms, provisions, conditions and covenants herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors, agents, designees or assigns. No third party shall be entitled to enforce any term, covenant or condition of this Agreement, or have any rights hereunder.

9. **Amendment**. This Agreement may only be amended by a recorded document executed by the parties to this Agreement or their successors of record.

10. **Not a Partnership**. No term of this Agreement shall be deemed to create a partnership between Grantor or the City or their respective tenants or occupants, nor shall this Agreement cause any of them to be considered joint venturers.

11. **Counterparts**. This Agreement may be executed in any number of counterparts, all such counterparts will be deemed to constitute one and the same instrument, and each such counterpart will be deemed an original hereof. For purposes of recording, the signature and acknowledgment page(s) may be detached from one or more counterparts and reattached to a single duplicate original of this Agreement.

12. **Conflict of Interest**. This Agreement and the Easement are subject to, and may be terminated by the City, pursuant to the provisions of A.R.S. §38-511.

13. **Miscellaneous**. Time is of the essence of this Agreement and each and every provision hereof. The captions and headings of the various sections of this Agreement are for convenience and identification only and shall not be deemed to limit or to define the contents of the respective sections. Invalidation of any one of the covenants, conditions, restrictions or other provisions contained herein by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions or provisions hereof, and the same shall remain in full force and effect. This Agreement shall be construed according to its ordinary meaning and shall not be strictly construed for or against any party hereto. This Agreement has been executed in the State of Arizona and the laws of the State of Arizona shall govern its construction, performance and terms. The parties shall execute such further documents, and take such further actions, as may reasonably be required to carry out the provisions of this Agreement or any document or agreement relating hereto or entered into in connection herewith. Any modification or waiver of any term herein, including a modification or waiver of this term, must be in writing signed by the party or parties against which enforcement of the modification or waiver is sought. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter

hereof, and all prior and contemporaneous representations and understandings, written or oral, are hereby superseded and merged into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this **EASEMENT AGREEMENT FOR DRAINAGE AND RETENTION** as of the date set forth above.

GRANTOR

GLENDALE AVE/MILLER RD, LLC,
an Arizona limited liability company

By: _____
Name: _____
Title: _____

STATE OF ARIZONA
COUNTY OF MARICOPA

On this _____ day of _____, 202__, before me personally appeared _____, the _____ of Glendale Ave/Miller Rd, LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed this Easement Agreement for Drainage and Retention, consisting of _____ pages, including this page and all exhibits, on behalf of the corporation.

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

(Seal and Expiration Date)__

_____
Notary Public in and for the State of Arizona

[SIGNATURES CONTINUE ON NEXT PAGE]

CITY

CITY OF BUCKEYE, ARIZONA,
an Arizona municipal corporation

By: _____
Dan Cotterman, City Manager

ATTEST:

_____
Lucinda Aja, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument, Easement Agreement for Drainage and Retention, consisting of _____pages, including this page and all Exhibits, was acknowledged before me this _____ day of _____, 202__ by Dan Cotterman, the City Manager of the CITY OF BUCKEYE, Arizona, an Arizona municipal corporation, on behalf of the City.

_____
Notary Public

(Affix Notary Stamp Here)

EXHIBIT A to Drainage Easement

Legal Description of the Property

THE SOUTH 369 FEET OF THE NORTH 2279 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE WEST 40 FEET FOR ROADWAY PURPOSES; AND

EXCEPT THE SOUTH 100 FEET THEREOF.

EXCEPTING THEREFROM THAT PORTION OF THE LAND CONVEYED TO THE TOWN OF BUCKEYE, AN ARIZONA MUNICIPAL CORPORATION, MORE PARTICULARLY DESCRIBED IN SPECIAL WARRANTY DEED, RECORDED FEBRUARY 17, 2012 AS 2012-0133508, OF OFFICIAL RECORDS.

FURTHER EXCEPTING THEREFROM THAT PORTION OF THE LAND CONVEYED TO THE TOWN OF BUCKEYE, AN ARIZONA MUNICIPAL CORPORATION, MORE PARTICULARLY DESCRIBED IN SPECIAL WARRANTY DEED, RECORDED FEBRUARY 17, 2012 AS 2012-0133743, OF OFFICIAL RECORDS.

EXHIBIT B to Drainage Easement

Legal Description and Depiction of Easement Area

See following page(s).

Entellus
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602.244.2566
Fax 602.244.8947
Web www.entellus.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 09-22-2021
ARIZONA, U.S.A.
Expires 09/30/2023

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
APN 504-63-007Y
MILLER ROAD- DURANGO ROAD TO INTERSTATE 10
DRAINAGE EASEMENT

That portion of the parcel of land described in Maricopa County Recorder Document # 2021-0598204 and located in the Northwest Quarter of Section 17, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the West Quarter Corner of said Section 17 from which the Maricopa County Department of Transportation brass cap flush found at the Northwest Corner of said Section 17 bears North 00 degrees 15 minutes 57 seconds East a distance of 2,626.71 feet, said line being the West line of the Northwest Quarter of said Section 17, and said line being the basis of bearings for this description;

Thence along said West line of said Northwest Quarter, North 00 degrees 15 minutes 57 seconds East a distance of 447.84 feet to a point;

Thence South 89 degrees 44 minutes 03 seconds East a distance of 80.00 feet to the east right-of-way line of Miller Road as defined in the Special Warranty Deed found in the Maricopa County Recorders (MCR) Document Number 2012-0133508, said point also being the POINT OF BEGINNING;

Thence along said east right-of-way line, North 00 degrees 15 minutes 57 seconds East a distance of 125.00 feet to a point;

Thence South 89 degrees 44 minutes 03 seconds East a distance of 65.00 feet to a point on a line parallel with and 65.00 feet distant from said east right-of-way line;

Thence along said parallel line, South 00 degrees 15 minutes 57 seconds West a distance of 125.00 feet to a point;

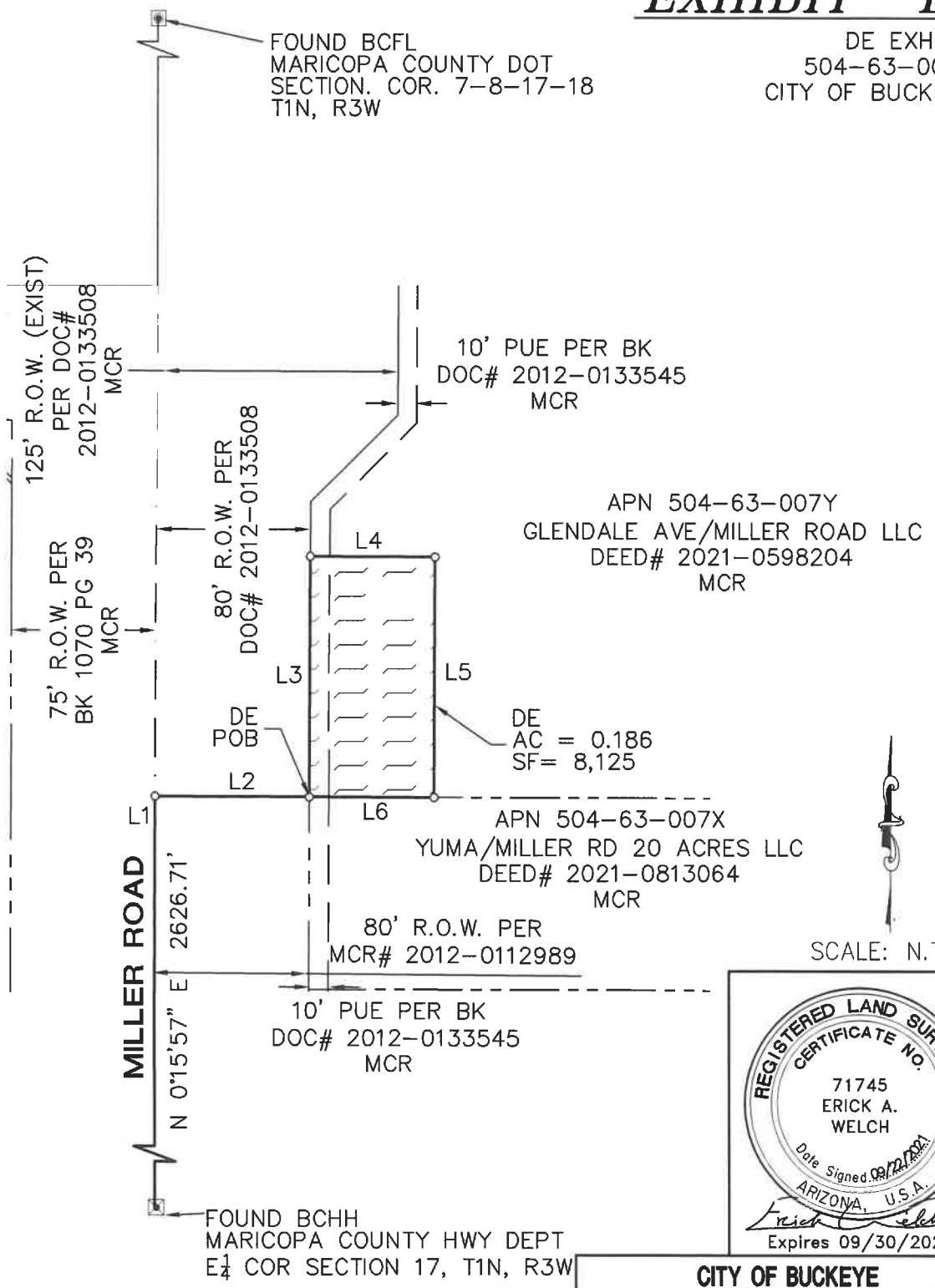
Thence North 89 degrees 44 minutes 03 seconds West a distance of 65.00 feet to the POINT OF BEGINNING.

Containing an area of 8,125 SQUARE FEET or 0.186 ACRES, more or less.

See attached Exhibit "B"

EXHIBIT "B"

DE EXHIBIT
504-63-007Y
CITY OF BUCKEYE



SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 09/22/2021
ARIZONA, U.S.A.
Expires 09/30/2023

LEGEND

DRAINAGE EASEMENT

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 17 BEARING N 00°15'57" E

Entellus™
3033 N. 44th Street, Suite 250
Phoenix. AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

CITY OF BUCKEYE

APN 504-63-007Y

SECTION 17 T1N, R3W

DRAINAGE EASEMENT EXHIBIT

DATE: 09/13/21	REV'D:	
DRAWN BY: AH	CHK'D: DGF	PG: 2 OF 3
FILE: 504-63-007Y-DE_.DWG		

APN 504-63-007Y

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N0° 15' 57"E	447.84'
L2	S89° 44' 03"E	80.00'
L3	N0° 15' 57"E	125.00'
L4	S89° 44' 03"E	65.00'
L5	S0° 15' 57"W	125.00'
L6	N89° 44' 03"W	65.00'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 09/13/2021
ARIZONA, U.S.A.
Expires 09/30/2023

LEGEND

DRAINAGE EASEMENT

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 17 BEARING N 00°15'57" E

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CITY OF BUCKEYE

APN 504-63-007Y

SECTION 17 T1N, R3W

DRAINAGE EASEMENT EXHIBIT

DATE: 09/13/21	REV'D:	
DRAWN BY: AH	CHK'D: DGF	PG: 3 OF 3
FILE: 504-63-007Y-DE_.DWG		

REAL ESTATE PURCHASE CONTRACT
(Easement)

This Real Estate Purchase Contract (the "Contract"), together with any further escrow instructions or subsequent addends signed by Speedsmart 112, Inc., an Arizona corporation (hereinafter "Seller") and the City of Buckeye, Arizona, a municipal corporation organized under the laws of the State of Arizona (hereinafter "Buyer"), shall constitute a binding contract on the part of Seller to grant to Buyer (i) an easement (the "Roadway Easement") for purposes of (a) pedestrian and vehicular access, ingress and egress, (b) grading or otherwise placing, constructing, installing, maintaining and repairing public roadway improvements for pedestrian and vehicular access, ingress and egress, and (c) installation, use, maintenance and repair of utilities provided by one or more utility providers, including but not limited to utility lines for water, sewer, electrical, telecommunications, gas, storm drainage and such other public utility services as Buyer reasonably deems necessary, in, on, over, under, through and across certain real property owned by Seller (the "Roadway Easement Property") and (ii) a temporary construction and access easement over certain other real property owned by Seller (the "TCE Property") for purposes of performing certain work on and adjacent to said property (the "TCE"), and on the part of Buyer to pay consideration for the same, in accordance with the terms and conditions contained in this Contract. The Roadway Easement and the TCE are sometimes collectively referred to herein as the "Easements." The Roadway Easement Property and the TCE Property are sometimes collectively referred to herein as the "Easement Properties."

1. LEGAL DESCRIPTION

The Roadway Easement Property that is the subject of this Contract is that certain real property located in Maricopa County, Arizona legally described in Exhibit A and depicted in Exhibit B, respectively, each of which is attached hereto and made a part hereof. The TCE Easement Property that is the subject of this Contract is that certain real property located in Maricopa County, Arizona legally described in Exhibit C and depicted in Exhibit D, respectively, each of which is attached hereto and made a part hereof. The form of the Roadway Easement is set forth in Exhibit E, which is attached hereto and made a part hereof. The form of the TCE is set forth in Exhibit F, which is attached hereto and made a part hereof.

2. EASEMENT CONSIDERATION

2.1 The easement consideration to be paid by Buyer (the "Easement Consideration") is **ONE HUNDRED TEN THOUSAND ONE HUNDRED FORTY AND 00/100 DOLLARS ($110,140.00)**.

2.2 Upon the Opening of Escrow (as hereinafter defined), Buyer shall deposit with Escrow Agent the sum of **TEN THOUSAND DOLLARS ($10,000.00)** (the "Earnest Money Deposit"). The Earnest Money Deposit shall become nonrefundable to Buyer following the expiration of the Feasibility Period (unless Buyer shall have, prior to said date, exercised its right to terminate this Contract in accordance with the provisions of Paragraph 8 below), except in the event of a Seller default hereunder or as otherwise expressly provided herein. The Earnest

Money Deposit shall be applied (and Buyer shall receive a credit in the amount of the Earnest Money Deposit) toward the payment of the Easement Consideration.

2.3 The balance of the Easement Consideration, approximately **ONE HUNDRED THOUSAND ONE HUNDRED FORTY AND 00/100 DOLLARS ($110,140.00)**, plus or minus other adjustments as provided in this Contract, shall be due at Close of Escrow (as hereinafter defined) and shall be paid by Buyer in readily available funds to Escrow Agent, for and on behalf of Seller, at the Close of Escrow.

3. ESCROW AGENT; ESCROW PROVISIONS.

Seller and Buyer hereby appoint Pioneer Title Agency, Inc., ("Escrow Agent") Attn: Diana Olson, as the escrow agent for the transaction contemplated by this Contract, with an escrow ("Escrow") to be opened as of the date of delivery of a fully executed original of this Contract to Escrow Agent, together with the Earnest Money Deposit (the "Opening of Escrow"). Escrow Agent, as the party designated as the person responsible for closing the transaction contemplated hereby within the meaning of Section 6045(a)(2)(A) of the Internal Revenue Code of 1986 ("Code"), shall file all necessary information, reports, returns and statements regarding this transaction as required by the Code, including, without limitation, any tax reports required pursuant to Section 6045 of the Code.

4. BROKERAGE COMMISSION

Seller has not been represented by a real estate broker, agent or agency in connection with the transaction contemplated by this Contract. Seller is solely responsible for any compensation due under or required by any brokerage or similar agreement, with respect to which Seller has been represented by a real estate broker, agent or agency, and hereby indemnifies Buyer against any claim for commission (including all costs and reasonable attorneys' fees expended in defending against such claim) arising from or related to the transaction set forth in this Contract. This indemnity shall survive termination of this Contract.

5. CLOSING COSTS

5.1 Buyer will pay all escrow fees related to the sale of the Easements. Escrow Agent shall issue or cause to be issued an owner's policy of title insurance ("Title Policy") insuring valid easement interests in the Easement Properties in Buyer in the amount of the Easement Consideration and naming Buyer as the insured. Buyer shall bear the cost of the Title Policy.

5.2 All of the above-referenced costs that are the responsibility of Buyer shall be paid into Escrow on or before the Close of Escrow in addition to the Purchase Price. All costs that are the responsibility of Seller as referenced above shall be paid from the proceeds of the sale of the Easements to which Seller is entitled.

6. STATUS OF TITLE

6.1. Escrow Agent shall, at Buyer's request and expense, provide, within ten (10) days of the date of this Contract, a commitment (the "Commitment") for the Title Policy, suitable to Buyer, and shall provide copies of all instruments shown by the Commitment as exceptions. At the Close of Escrow, Seller shall take all steps necessary to obtain the release of the Easement Properties from all mortgages, deeds of trust or other monetary liens encumbering the Easement Properties ("Monetary Liens").

6.2 Buyer is only obligated to accept the grant of the Easements at Close of Escrow if Buyer, in its sole discretion, is otherwise satisfied with the condition of title as reflected in the Commitment and any investigation made by Buyer pursuant to Paragraph 7. Buyer shall have until the expiration of the Feasibility Period (as defined below) to file its objections to the condition of title. If Buyer shall not have notified Seller of Buyer's Title Objections within such time specified above, Buyer shall be deemed to have approved the condition of title of the Easement Properties as shown by the Commitment and elected to proceed toward the Close of Escrow. All matters that are either approved or deemed approved pursuant to this Section 6.2, together with the standard printed exceptions in the Commitment, shall be referred to as the "Permitted Exceptions."

7. INVESTIGATIONS

Buyer shall have until ten (10) days prior to Close of Escrow ("Feasibility Period") to make such investigations of the Easement Properties as Buyer deems necessary to assure Buyer that the Easement Properties are suitable for Buyer's intended purposes and that no hazardous wastes or substances are located on or under the Easement Properties. Such right of investigation shall include, without limitation, the right to have made any surveys, architectural and engineering studies, environmental studies, soil borings and similar examinations, tests, studies and inspections of the Easement Properties as Buyer may deem necessary or appropriate (collectively, the "Inspections"). Buyer shall and does hereby agree to repair any damage to the Easement Properties resulting from the Inspections and, to the extent permitted by law, to indemnify, defend, protect and hold harmless Seller from any and all liabilities, claims, losses, damages and expenses, including but not limited to court costs and reasonable attorneys' fees and any liens placed upon the Easement Properties, which may be incurred by Seller because of the Inspections, other than claims for diminution in value or other economic effects resulting from Buyer's discovery of existing hazardous materials or pollutants or other negative information regarding the Easement Properties or Buyer's election to terminate this Contract. Any provision of this Contract to the contrary notwithstanding, the indemnity by Buyer set forth in this Section shall survive Closing or any termination of this Contract. On or before the expiration of the Feasibility Period, Buyer may terminate this Contract for any reason whatsoever by submitting to Seller written notice of Buyer's desire to terminate this Contract. Buyer shall not be obligated to explain its reasons for terminating this Contract in such written notice to Seller. If Buyer elects to terminate this Contract, the Earnest Money Deposit shall be returned to Buyer and this Contract shall terminate and the parties shall thereafter be relieved from further liability hereunder, except with respect to any obligations which expressly survive the termination of this Contract.

8. SELLER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

Seller warrants, represents, and covenants to Buyer (with the understanding that Buyer is relying on these warranties, representations, and covenants) that:

8.1. Seller has the full limited liability company right and authority to enter into this Contract and consummate the transaction contemplated by this Contract. All requisite action has been and will be taken by and on behalf of Seller in connection with the entering into of this Contract, the instruments referenced herein and consummating the transaction contemplated hereby. The persons and/or entities signing this Contract on behalf of Seller are authorized to do so. Seller shall furnish to Buyer such documentation to evidence such authority as Buyer shall reasonably request.

8.2 This Contract and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of Seller, enforceable against Seller in accordance with their terms.

8.3 To Seller's actual knowledge: (i) neither the execution of this Contract nor the performance hereof by Seller will result in any breach or violation of the terms of any law, rule, ordinance, or regulation or of any decree, judgment or order to which Seller is a party now in effect from any court or governmental body; (ii) there are no consents, waivers, authorizations or approvals from any third party necessary to be obtained by Seller in order to carry out the transactions contemplated by this Agreement; and (iii) the execution and delivery of this Agreement and performance hereof by Seller will not conflict with, or result in a breach of, any of the terms, conditions or provisions of, or constitute a default under or result in the creation of any new, or the acceleration of any existing, lien, charge, or encumbrance upon the Easement Properties, or any indenture, mortgage, lease, agreement, or other instrument to which Seller is a party or by which Seller or any of its assets may be bound.

8.4 Except as reflected in the Commitment, there are no claims, actions, suits, or other proceedings pending or to Seller's actual knowledge threatened by any governmental department or agency or any other corporation, partnership, entity, or person whomsoever, nor any voluntary actions or proceedings contemplated by Seller, which in any manner or to any extent may detrimentally affect Buyer's right, title, or interest in and to the Easements or Seller's ability to perform Seller's obligations under this Contract.

8.5 Seller owns the Easement Properties in fee simple absolute, subject only to the matters reflected in the Commitment.

8.6 Seller has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets; (v) admitted in writing Seller's inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.

8.7 Except as reflected in the Commitment, there are no mechanics' or materialmen's liens perfected against the Easement Properties by parties claiming through Seller. Seller shall cause to be released and discharged promptly, and shall indemnify, defend and hold Buyer harmless for, from and against any liens filed against the Easement Properties through parties claiming through Seller prior to or after the Close of Escrow in violation of this warranty.

8.8 To Seller's actual knowledge, Seller is not prohibited from consummating the transactions contemplated by this Contract or any law, regulation, agreement, instrument, restriction, order or judgment.

8.9 Other than this Contract and any Farm Lease, there are no licenses, agreements, leases, options, contracts or rights of purchase or first refusal, recorded or unrecorded, whatsoever affecting the Easement Properties. Seller will not, without the prior written consent of Buyer, consent to or convey any interest in the Easement Properties, and Seller will not consent to or subject the Easement Properties to any additional liens, encumbrances, covenants, conditions, easements, rights-of-way or similar matters after the date of this Contract, which will not be eliminated on or prior to the Closing Date.

8.10 To Seller's actual knowledge, there has been no production, disposal, or storage on the Easement Properties of any hazardous waste or other toxic or radioactive substance or matter by Seller, nor has Seller received any actual notices of any violation of hazardous waste statutes or regulations. To Seller's actual knowledge, there is no proceeding or inquiry by any authority with respect thereto, nor has Seller received any notice of any violation of the above-mentioned statutes or regulations or any information which would constitute or lead to a violation thereof.

8.11 To Seller's actual knowledge, except for pesticides that may be been used in connection with normal farming operations (with Seller not having actual knowledge of any such use of pesticides other than in compliance with applicable laws), no portion of the Easement Properties is now being or has ever been used for the discharge or disposal of a pollutant or waste, for the treatment or disposal of refuse or sewage or for the operation of any underground storage tanks.

The "actual knowledge" of Seller, as used in this Section 8, means the actual, present knowledge of _____ as of the date of this Contract. Such individual shall have no personal obligation or liabilities under this Contract. Notwithstanding anything to the contrary contained in this Contract, it is understood and agreed that all representations and warranties of the Seller set forth in this Contract shall survive the Closing of this Contract until the first anniversary of the Close of Escrow, and neither party shall have any liability of any kind whatsoever for any breach thereof except to the extent a claim is asserted by the filing of a legal proceeding against such party by such date, and in such event the survival period for the representations and warranties in question shall be tolled while such action is pending both at trial and on appeal and while any judgment arising from such action remains unsatisfied.

9. CLOSE OF ESCROW

9.1 The closing of the Escrow shall occur on or before thirty (30) days from the Opening of Escrow ("Close of Escrow"). The Close of Escrow will be at the offices of the Escrow Agent.

9.2 Buyer shall not be obligated to close hereunder unless each of the following conditions shall exist on the Close of Escrow:

(a) The Escrow Agent shall be prepared to issue (or be prepared to unconditionally commit to issue) the Title Policy, subject to (i) matters created by Buyer, if any, and (ii) the Permitted Exceptions.

(b) Seller shall have provided to Buyer evidence reasonably satisfactory to Buyer and Escrow Agent that Seller has corporate authorization to grant the Easements to Buyer in accordance with the terms of this Contract (as amended, if applicable) and to enter into, execute, deliver and perform this Contract.

(c) Seller's representations and warranties made by Seller are true and correct in all material respects on and as of the Close of Escrow with the same force and effect as if made on and as of the Close of Escrow.

(d) Seller shall have performed all covenants and obligations and satisfied all conditions required by this Contract to be performed or satisfied by Seller on or before the Close of Escrow.

The provisions of this Section 9.2 are for the sole benefit of Buyer and may be waived by Buyer in its discretion.

9.3 Seller shall not be obligated to close hereunder unless each of the following conditions shall exist on the Close of Escrow: (a) Buyer's representations and warranties made by Buyer are true and correct in all material respects on and as of the Close of Escrow with the same force and effect as if made on and as of the Close of Escrow; (b) Buyer shall have performed all covenants and obligations and satisfied all conditions required by this Contract to be performed or satisfied by Buyer on or before the Close of Escrow; and (c) Escrow Agent is irrevocably committed to issue the Title Policy. The provisions of this Section 9.3 are for the sole benefit of Seller and may be waived by Seller in its discretion.

9.4 By the Close of Escrow, the following shall occur:

(a) Seller shall deliver to Buyer:

(i) an executed counterpart of the Roadway Easement; and

(ii) an executed counterpart of the TCE.

(b) Buyer shall pay to Seller the Easement Consideration as provided in Section 2.1, subject to the adjustments described in Section 5. In addition, on or prior to the scheduled Close of Escrow, Buyer shall execute and acknowledge (where appropriate) and

deposit with Escrow Agent for delivery to Seller upon the Close of Escrow executed counterparts of the Roadway Easement and the TCE.

(c) Seller and Buyer shall each deliver to the other such instruments, documents, or certificates (including certificates of public officials to the extent the same are reasonably available) as the other party or its counsel may reasonably request in order to attest to the organization and existence of such party, its authority to execute and deliver this Contract, and to effect the transactions herein contemplated, and attesting to the taking of all necessary action to authorize the herein contemplated transactions.

(d) Seller shall execute and deliver to Buyer such other documents, instruments, or agreements which Seller may be required to deliver to Buyer pursuant to the provisions of this Contract or which may be necessary to consummate the transactions contemplated by this Contract.

(e) Buyer shall execute and deliver to Seller such other documents, instruments, or agreements which Buyer may be required to deliver to Seller pursuant to the provisions of this Contract or which may be necessary to consummate the transactions contemplated by this Contract.

10. RIGHT TO ENCUMBER

The Easement Properties are to be free and clear of all Monetary Liens not acceptable to Buyer at the time of transfer of title from Seller to Buyer. Seller shall not voluntarily encumber the Easement Properties after execution of this Contract. Seller agrees that all Monetary Liens existing against the Easement Properties at Close of Escrow shall be satisfied from the proceeds of the sale to the extent necessary to obtain the release of the Easement Properties from any such Monetary Liens.

11. ASSIGNABILITY

Neither Seller nor Buyer may assign any of its rights or obligations under this Contract without the other party's advance written consent. This Contract shall be binding upon Seller and Buyer and their respective successors and assigns.

12. DEFAULT

12.1 Seller's Failure to Close. If Seller fails to Close, and provided that Buyer is not then in breach or default of its obligations hereunder, then Buyer, at Buyer's option, shall be entitled to (i) seek specific performance of Seller's obligations hereunder; (ii) terminate this Contract by written notice to Seller and Escrow Agent, in which event the Earnest Money Deposit, accrued interest and all other sums previously deposited by Buyer with Escrow Agent or which were paid to Seller on account of this Contract shall be returned to Buyer, and Buyer may pursue any claim for its actual damages not to exceed $10,000.00; or (iii) waive such breach and proceed to Closing. Notwithstanding any such termination, Buyer shall have the continuing right to enforce any surviving obligations provided for in this Contract.

12.2 Default by Buyer: If Buyer fails to complete the acquisition of the Easements as herein provided, and provided that Seller is not then in breach or default hereunder, Seller as its remedy for Buyer's failure to close this transaction shall be entitled to terminate this Contract by written notice to Buyer, in which event Seller shall be entitled to receive the Earnest Money Deposit as liquidated damages for Buyer's failure to close this transaction, and this Contract shall terminate. Payment to Seller of the Earnest Money Deposit shall terminate all of Seller's rights and remedies at law or in equity against Buyer with respect to this transaction for Buyer's failure to close this transaction. The parties hereby agree that the amount of the Earnest Money Deposit shall be and constitutes liquidated damages for Buyer's failure to close this transaction, Buyer and Seller acknowledging and agreeing that it is difficult or impossible to determine the actual damages Seller would suffer from Buyer's failure to close this transaction and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable. Notwithstanding any such termination for Buyer's failure to close this transaction, Seller shall have the continuing right to enforce any surviving obligations provided for in this Contract.

12.3 Notwithstanding anything in this Contract to the contrary, no party shall ever be in default hereunder unless such breaching party first receives written notice of default from the non-defaulting party hereunder, stating with specificity the purported default or events of default, and thereafter the defaulting party fails to cure such breach to the reasonable satisfaction of the non-defaulting party within three (3) business days of the defaulting party's receipt of such written notice of default

12.4 The breaching party shall be responsible to pay all escrow costs and fees related to this Contract.

13. ATTORNEYS' FEES. In the event of any action at law or in equity between Seller and Buyer to enforce any of the provisions and/or rights under this Contract or on account of a breach of any term or provision hereof, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred therein by such prevailing party, including any such costs and expenses incurred in any appeal, and if such prevailing party shall recover judgment in any action or proceeding, such costs, expenses and fees shall be included in and as a part of such judgment. As used herein, the term "prevailing party" shall be the party to such litigation which receives, whether by settlement or judgment, substantially the relief prayed for in such litigation. This provision shall survive the Close of Escrow or any termination of this Contract.

14. SUPERSEDING AGREEMENT

This Contract constitutes the entire contract of the parties relating to the Easements and the parties agree that the terms of this Contract shall supersede all previous oral and written Contracts between them.

15. AMENDMENT; WAIVER; ENTIRE AGREEMENT

No change or modification of this Contract shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Contract shall be

binding unless in writing and signed by the party against who it is sought to be enforced. This Contract contains the entire agreement between the parties relating to the purchase and sale of the Easements. All prior negotiations between the parties are merged in this Contract, and there are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as herein set forth.

16. ARIZONA LAW

Seller and Buyer both acknowledge that this Contract is executed in Maricopa County, Arizona, and relates to property located in Maricopa County, Arizona. Should legal action be necessary to enforce the terms of this Contract, all parties agree that the laws of the State of Arizona shall apply. All parties agree that the proper venue for any lawsuit shall be Maricopa County, Arizona.

17. AMBIGUITY

This Contract was drafted by the City with the assistance of their attorneys. Neither the City nor its attorneys at the law firm of Gust Rosenfeld, P.L.C. have rendered legal or other advice to Seller regarding the sale of the Easements or the specific terms of this Contract. Seller is aware of its right to obtain independent professional and/or legal assistance with this Contract and, upon signing of the Contract, represents that it has taken all steps they deem necessary (including but not limited to, seeking the advice of professionals and/or attorneys) to assist them with this transaction. Consequently, any ambiguity in this Contract shall not be construed against either party.

18. CONFLICT OF INTEREST

Seller recognizes that Buyer is an Arizona municipal corporation. Pursuant to A.R.S. § 38-511, Buyer may cancel this Contract within three (3) years after its execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of Buyer is, at any time while the Contract or any extension thereof is in effect, an employee or agent of Seller in any capacity or a consultant to Seller with respect to the subject matter of this Contract. Notice of any such cancellation shall be given by Buyer to Seller with respect to the subject matter of this Contract. Notice of any such cancellation shall be given by Buyer to Seller pursuant to the terms of A.R.S. § 38-511. Should cancellation occur under this provision, Seller shall return to Buyer all moneys paid by Buyer under this Contract. Additionally, Seller shall be responsible for payment of all escrow fees.

19. AUTHORITY TO EXECUTE

Seller and Buyer both acknowledge that the persons whose signatures appear below have appropriate authority to execute this Contract on behalf of Seller and Buyer.

20. FURTHER ASSURANCES

Each of the parties hereto undertakes and agrees to execute and deliver such documents, writings and further assurances as may reasonably be required to carry out the intent and purpose of this Contract, which obligation shall survive the Closing.

21. DATES AND TIMES

Time is of the essence of this Contract. For purposes of this Contract, "**business days**" shall mean Monday through Thursday, excluding federal and state holidays. If any date set forth in this Agreement for the delivery of any document or notice or the happening of any event (such as, for example, the expiration of the Feasibility Period or the Close of Escrow) should, under the terms hereof, fall on a day that is not a business day, then such date shall be automatically extended to the next succeeding business day. Deliveries or events occurring subsequent to 5:00 PM on a business day in the location of occurrence shall be deemed to have occurred on the next business day (e.g., notices due on a certain date must be received by 5:00 PM on such date).

22. EXCULPATION

Each party agrees that there shall be absolutely no personal liability on the part of the other party or any employee or agent of such other party with respect to any of the terms, covenants and conditions of this Contract.

23. LIABILITIES NOT ASSUMED.

Except as specifically set forth herein to the contrary, Buyer shall not, and shall not by virtue of the transactions set forth, be deemed to have assumed or agreed to pay, perform, or discharge any liabilities of the Seller, whether or not the same relate to the Easement Properties or were incurred in connection with the ownership, use, management, or operation thereof by Seller, or by any person acting through, or on behalf of, Seller.

24. NOTICES

Notices required or permitted by this Contract shall be given in writing and personally delivered or sent by first class mail, postage prepaid to:

Seller:

Speedsmart 112, Inc.
Attn: _____
3250 N Piedra Circle
Mesa, Arizona 85207

With a copy to:
_____
_____
_____

Buyer:

City Manager
City of Buckeye
530 E. Monroe Ave
Buckeye, Arizona 85326

With a copy to:
City Attorney
City of Buckeye
530 E. Monroe Ave
Buckeye, Arizona 85326

25. COUNTERPARTS

This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which, together, shall constitute one and the same instrument. Facsimile signatures shall have the same force and effect as original signatures.

26. INTERNAL REVENUE CODE

Seller agrees to comply with Section 1445 of the Code and to complete and deliver to Buyer a non-foreign affidavit on Escrow Agent's standard form.

27. RELATIONSHIP OF PARTIES.

The parties agree that their relationship is that of Seller and Buyer, and that nothing contained herein shall constitute either party as being the agent or legal representative of the other for any purpose whatsoever, nor shall this Contract be deemed to create any form of business organization between the parties hereto, nor is either party granted the right or authority to assume or create any obligation or responsibility on behalf of the other party, nor shall either party be in any way liable for any debt of the other.

28. CONTRACT BINDING ONLY UPON EXECUTION

The delivery of this Contract in unexecuted form by Buyer or Seller does not constitute either an agreement or an offer. This Contract shall become the binding agreement of the parties only upon the execution by both parties of this Contract or a counterpart thereof.

ACCEPTED BY:

DATE:_____, 2022.

BUYER:

CITY OF BUCKEYE, ARIZONA
an Arizona municipal corporation

By: _____
Its: _____

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

[ADDITIONAL SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this instrument is executed this _____day of _____, 2022.

SELLER:

SPEEDSMART 112, INC. an Arizona corporation

By: _____
Its: _____

EXHIBIT A

LEGAL DESCRIPTION FOR ROADWAY EASEMENT PROPERTY

[See following pages.]

EXHIBIT A
LEGAL DESCRIPTION

FOR

APN 504-63-548

SOUTHEAST CORNER OF MILLER ROAD AND DURANGO STREET

ROADWAY EASEMENT

A PORTION OF THE PARCEL OF LAND DESCRIBED IN MARICOPA COUNTY RECORDER DOCUMENT NO. 2011-0503610 AND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 17 FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 17 BEARS SOUTH 00°15'27" WEST, A DISTANCE OF 2627.28 FEET;

THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 17, SOUTH 00°15'27" WEST, A DISTANCE OF 104.83 FEET;

THENCE LEAVING SAID WEST LINE, SOUTH 89°44'33" EAST, A DISTANCE OF 70.00 FEET TO THE EAST RIGHT OF WAY LINE OF MILLER ROAD AND THE POINT OF BEGINNING;

THENCE NORTH 45°10'49" EAST, A DISTANCE OF 56.64 FEET TO THE SOUTH RIGHT OF WAY LINE OF DURANGO ROAD;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, SOUTH 89°53'49" EAST, A DISTANCE OF 14.16 FEET;

THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, SOUTH 45°10'49" WEST, A DISTANCE OF 62.53 FEET;

THENCE SOUTH 00°15'27" WEST, A DISTANCE OF 506.91 FEET;

CHAD W. HUBER
RLS 35316
7740 N. 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020
PH. 602-837-5511
chad.huber@kimley-horn.com

Kimley»Horn

7740 N. 16TH ST, Suite 300
PHOENIX, AZ 85020
Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	03/28/2022	191342026	1 OF 3

EXHIBIT A
LEGAL DESCRIPTION

THENCE NORTH 44°44'15" WEST, A DISTANCE OF 14.14 FEET TO THE EAST RIGHT OF WAY LINE OF MILLER ROAD;

THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°15'27" EAST, A DISTANCE OF 501.04 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 5,636 SQUARE FEET OR 0.129 ACRES, MORE OR LESS.

CHAD W. HUBER
RLS 35316
7740 N. 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020
PH. 602-837-5511
chad.huber@kimley-horn.com

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7740 N. 16TH ST, Suite 300
PHOENIX, AZ 85020
Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	03/28/2022	191342026	2 OF 3

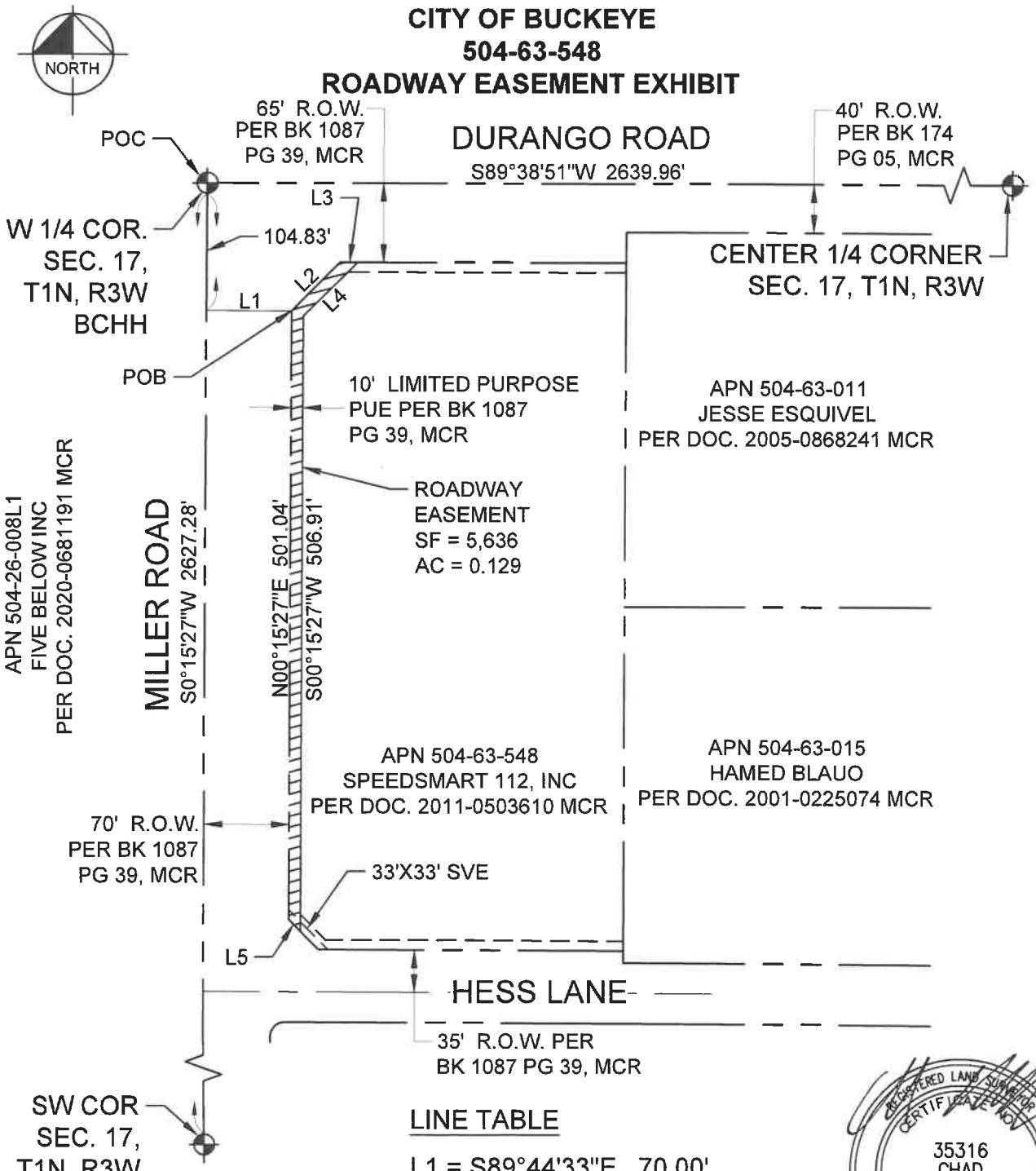
EXHIBIT B

DEPICTION OF ROADWAY EASEMENT PROPERTY

[See following page.]

EXHIBIT B

CITY OF BUCKEYE
504-63-548
ROADWAY EASEMENT EXHIBIT



LINE TABLE

L1	S89°44'33"E	70.00'
L2	N45°10'49"E	56.64'
L3	S89°53'49"E	14.16'
L4	S45°10'49"W	62.53'
L5	N44°44'15"W	14.14'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
04/07/2022
Date Signed
ARIZONA, U.S.A.

CHAD W. HUBER
RLS 35316
7740 N. 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020
PH. 602-837-5511
chad.huber@kimley-horn.com

Kimley»Horn

7740 N. 16TH ST, Suite 300
PHOENIX, AZ 85020
Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	CWH	CWH	03/28/2022	191342026	3 OF 3

EXHIBIT C

LEGAL DESCRIPTION FOR TCE PROPERTY

EXHIBIT A
LEGAL DESCRIPTION

FOR
APN 504-63-548
SOUTHEAST CORNER OF MILLER ROAD AND DURANGO STREET
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE PARCEL OF LAND DESCRIBED IN MARICOPA COUNTY RECORDER DOCUMENT NO. 2011-0503610 AND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TCE NO. 1:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 17 FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 17 BEARS SOUTH 00°15'27" WEST, A DISTANCE OF 2627.28 FEET;

THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 17, SOUTH 00°15'27" WEST, A DISTANCE OF 301.04 FEET;

THENCE LEAVING SAID WEST LINE, SOUTH 89°44'33" EAST, A DISTANCE OF 70.00 FEET TO THE EAST RIGHT OF WAY LINE OF MILLER ROAD AND THE POINT OF BEGINNING, SAID POINT REFERRED TO AS POINT "A";

THENCE LEAVING SAID RIGHT OF WAY LINE, CONTINUING SOUTH 89°44'33" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°15'27" WEST, A DISTANCE OF 105.00 FEET;

THENCE NORTH 89°44'33" WEST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 00°15'27" WEST, A DISTANCE OF 224.82 FEET TO THE SOUTH LINE OF SAID PARCEL;

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	03/28/2022	191342026	1 OF 5

EXHIBIT A
LEGAL DESCRIPTION

THENCE ALONG SAID SOUTH LINE, NORTH 89°44'32" WEST, A DISTANCE OF 5.02 FEET;

THENCE ALONG THE WEST LINE OF SAID PARCEL, NORTH 44°44'15" WEST, A DISTANCE OF 35.33 FEET;

THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00°15'27" EAST, A DISTANCE OF 304.83 FEET TO THE POINT OF BEGINNING.

SAID TCE NO. 1 CONTAINS 11,682 SQUARE FEET OR 0.268 ACRES, MORE OR LESS.

TOGETHER WITH;

TCE NO. 2;

COMMENCING AT AFOREMENTIONED POINT "A";

THENCE ALONG THE WEST LINE OF SAID PARCEL, NORTH 00°15'27" EAST, A DISTANCE OF 182.39 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00°15'27" EAST, A DISTANCE OF 13.82 FEET;

THENCE NORTH 45°10'49" EAST, A DISTANCE OF 56.64 FEET TO THE NORTH LINE OF SAID PARCEL;

THENCE ALONG SAID NORTH LINE, SOUTH 89°53'49" EAST, A DISTANCE OF 35.97 FEET;

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	03/28/2022	191342026	2 OF 5

EXHIBIT A
LEGAL DESCRIPTION

THENCE LEAVING SAID NORTH LINE, SOUTH 00°11'52" WEST, A DISTANCE OF 20.65 FEET;

THENCE SOUTH 45°10'49" WEST, A DISTANCE OF 47.13 FEET;

THENCE NORTH 89°44'33" WEST, A DISTANCE OF 42.71 FEET TO THE POINT OF BEGINNING.

SAID TCE NO. 2 CONTAINS 2,742 SQUARE FEET OR 0.063 ACRES, MORE OR LESS.

TOTAL COMBINED TCE AREA CONTAINS 14,424 SQUARE FEET OR 0.331 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
04/07/2022
Date Signed .....
ARIZONA, U.S.A.

CHAD W. HUBER
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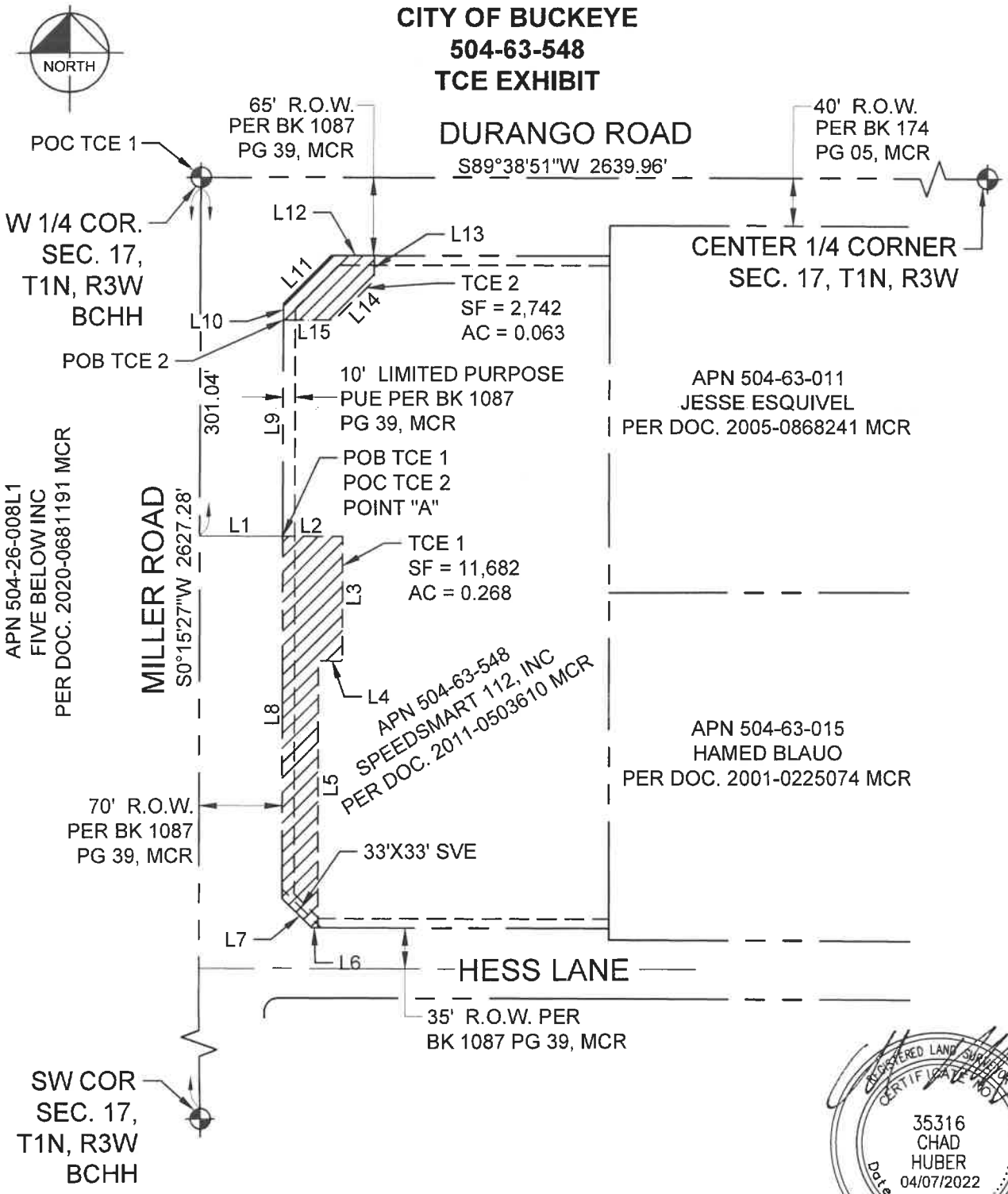
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	03/28/2022	191342026	3 OF 5

EXHIBIT D

DEPICTION OF TCE PROPERTY

EXHIBIT B

CITY OF BUCKEYE
504-63-548
TCE EXHIBIT



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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	CWH	CWH	03/28/2022	191342026	4 OF 5

EXHIBIT B

LINE TABLE

L1	S89°44'33"E	70.00'
L2	S89°44'33"E	50.00'
L3	S00°15'27"W	105.00'
L4	N89°44'33"W	20.00'
L5	S00°15'27"W	224.82'
L6	N89°44'32"W	5.02'
L7	N44°44'15"W	35.33'
L8	N00°15'27"E	304.83'
L9	N00°15'27"E	182.39'
L10	N00°15'27"E	13.82'
L11	N45°10'49"E	56.64'
L12	S89°53'49"E	35.97'
L13	S00°11'52"W	20.65'
L14	S45°10'49"W	47.13'
L15	N89°44'33"W	42.71'

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	CWH	CWH	03/28/2022	191342026	5 OF 5

EXHIBIT E

[FORM OF ROADWAY EASEMENT]

When recorded return to:

City Clerk
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

ROADWAY EASEMENT AGREEMENT

THIS ROADWAY EASEMENT AGREEMENT (the **"Agreement"**) is entered into as of the _____ of _____, 2022, by and between **SPEEDSMART 112, INC.**, an Arizona corporation (**"Grantor"**) and the **CITY OF BUCKEYE, ARIZONA**, an Arizona municipal corporation (**"Grantee"**).

WITNESSETH

WHEREAS, Grantor is the owner of that certain tract or parcel of land in Maricopa County, Arizona, legally described on Exhibit A attached hereto and made a part hereof (the **"Property"**); and

WHEREAS, Grantee has requested from Grantor and Grantor is desirous of granting to Grantee for the public, an easement for purposes of (a) pedestrian and vehicular access, ingress and egress, (b) grading or otherwise placing, constructing, installing, maintaining and repairing public roadway improvements consistent with the use of the Easement Area (as defined below) for pedestrian and vehicular access, ingress and egress, and (c) installation, use, maintenance and repair of utilities provided by one or more utility providers, including but not limited to utility lines for water, sewer, electrical, telecommunications, gas, storm drainage and such other public utility services as Grantee reasonably deems necessary, in, on, over, under, through and across those portions of the Property as identified on Exhibit B attached hereto and made a part hereof (the **"Easement Area"**); and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for the public, an easement for purposes of (a) pedestrian and vehicular access, ingress and egress, (b) grading or otherwise placing, constructing, installing, maintaining and repairing roadway improvements consistent with the use of the Easement Area for pedestrian and vehicular access, ingress and egress, and (c) installation, use, maintenance and repair of utilities provided by one or more utility providers, including but not limited to utility lines for water, sewer, electrical, telecommunications, gas, storm drainage and such other public utility services as Grantee reasonably deems necessary, in, on, over, under, through and across the Easement Area with the following conditions:

1. **Easement**. Grantor hereby grants to Grantee, for the public, a perpetual non-exclusive easement (the **"Easement"**) for purposes of (a) pedestrian and vehicular access, ingress and egress, (b) grading or otherwise placing, constructing, installing, maintaining and repairing roadway improvements consistent with the use of the Easement Area for pedestrian and vehicular access, ingress and egress (the **"Roadway Improvements"**), and (c) installation, use, maintenance and repair of utilities provided by one or more utility providers, including but not limited to utility lines for water, sewer, electrical, telecommunications, gas, storm drainage and such other public utility services as Grantee reasonably deems necessary, in, on, over, under, through and across the Easement Area.

2. **Use**. Grantee, through its officers, employees and agents, shall have the right to enter upon the Easement Area in such a manner and at such times from the date hereof as may be reasonably necessary for the purpose of constructing, installing, repairing, replacing and maintaining thereon the Roadway Improvements and any necessary appurtenances, including such repairs, replacements and removals as may be from time to time required. Notwithstanding anything contained in this Agreement to the contrary, Grantee shall have no obligation whatsoever to construct any improvements in connection herewith.

3. **Improvements**. Any improvements constructed within the Easement Area shall be constructed in a good and workmanlike manner and in compliance with all applicable codes, ordinances and regulations. Grantor hereby agrees not to block in any way, restrict or impede access to or from, or full use of, the Easement Area by Grantee; or convey to a third party any easement, or other interest or right of use of the Easement Area, that would unreasonably impair or limit the Easement rights granted herein. Grantor hereby agrees that in the event of any encroachment upon the Easement or Easement Area and/or the Roadway Improvements, Grantee shall have the right to require removal of such encroachment, and same shall be accomplished within a reasonable period of time by Grantor, at Grantor's expense. Failure of Grantee to so exercise its right to require removal of any such encroachment shall neither constitute waiver of this right, nor preclude other remedies available to the Grantee.

4. **Runs with the Land**. The Easement is for the benefit of Grantee and burdens the Easement Area. The rights and obligations of this Agreement shall run with the land. The acceptance by any person or entity of any interest in the Easement Area, or any portion thereof, constitutes an agreement by such person or entity to perform all obligations imposed hereby and not to use, occupy or allow any use or occupancy of its property in a manner that would violate or breach any of the provisions of this Agreement.

5. **Successors and Assigns**. This Agreement and each of the terms, provisions, conditions and covenants herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors, agents, designees or assigns. No third party shall be entitled to enforce any term, covenant or condition of this Agreement, or have any rights hereunder.

6. **Not a Partnership**. No term of this Agreement shall be deemed to create a partnership between Grantor or Grantee or their respective tenants or occupants, nor shall this Agreement cause any of them to be considered joint venturers.

7. **Entire Agreement; Amendment**. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and all prior and contemporaneous representations and understandings, written or oral, are hereby superseded and merged into this Agreement. This Agreement may only be amended by a recorded document executed by the parties to this Agreement or their successors of record.

8. **Headings**. The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

9. **Remedies; Attorneys' Fees and Costs**. In addition to any other remedies available herein or at law or in equity, the parties shall have the right to maintain an action at law for actual damages sustained as a result of the breach of this Agreement (but specifically excluding exemplary, punitive, or consequential damages) and/or to enjoin or otherwise restrain any such breach, or continuing breaches thereafter. All costs and expenses incurred by the non-breaching party to seek damages from, or equitable relief against, a defaulting party as a result of breaches of this Agreement, together with the non-breaching party's reasonable attorneys' fees, expert witness fees, costs of tests and analyses, deposition and trial transcript costs and costs of court shall be assessed against, and paid by, the defaulting party.

10. **Waiver**. No waiver of, acquiescence in, or consent to any breach of any term, covenant or condition of this Agreement shall be construed as a waiver of or acquiescence in, or consent to any other, further or succeeding beach of the same or any other term, covenant or condition.

11. **Severability**. If any term or provision of this Agreement shall, to any extent be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Agreement shall not be affected thereby, and each of such remaining terms and provisions shall be valid and enforced to the extent permitted by law

12. **Governing Law**. This Agreement shall be recorded in the office of the County Recorder of Maricopa County, Arizona. The Easement shall be construed, governed and enforced in accordance with the laws of the State of Arizona

13. **Counterparts**. This Agreement may be executed in any number of counterparts, all such counterparts will be deemed to constitute one and the same instrument, and each such counterpart will be deemed an original hereof. For purposes of recording, the signature and acknowledgment page(s) may be detached from one or more counterparts and reattached to a single duplicate original of this Agreement.

EXECUTION PAGES FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

GRANTOR

SPEEDSMART 112, INC., an Arizona corporation

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument, Roadway Easement Agreement, consisting of _____ (__) pages , including this page and all Exhibits, was acknowledged before me this _____ day of _____, 2022 by _____, the _____ of Speedsmart 112, Inc., an Arizona corporation, on behalf of the corporation.

_____
Notary Public

(Affix Notary Stamp Here)

[SIGNATURES CONTINUE ON NEXT PAGE]

GRANTEE

CITY OF BUCKEYE, ARIZONA,
an Arizona municipal corporation

By: _____
Dan Cotterman, City Manager

ATTEST:

_____
Lucinda Aja, City Clerk

APPROVED AS TO FORM:

GUST ROSENFELD, PLC

_____
City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument, Roadway Easement Agreement, consisting of _____ (__) pages, including this page and all Exhibits, was acknowledged before me this _____ day of _____, 2022 by Dan Cotterman, the City Manager of the CITY OF BUCKEYE, Arizona, an Arizona municipal corporation, on behalf of the City.

_____
Notary Public

(Affix Notary Stamp Here)

EXHIBIT A
Legal Description of Property

EXHIBIT B

Legal Description and Depiction of the Easement Area

[See Following Pages]

EXHIBIT A
LEGAL DESCRIPTION

FOR
APN 504-63-548
SOUTHEAST CORNER OF MILLER ROAD AND DURANGO STREET
ROADWAY EASEMENT

A PORTION OF THE PARCEL OF LAND DESCRIBED IN MARICOPA COUNTY RECORDER DOCUMENT NO. 2011-0503610 AND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 17 FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 17 BEARS SOUTH 00°15'27" WEST, A DISTANCE OF 2627.28 FEET;

THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 17, SOUTH 00°15'27" WEST, A DISTANCE OF 104.83 FEET;

THENCE LEAVING SAID WEST LINE, SOUTH 89°44'33" EAST, A DISTANCE OF 70.00 FEET TO THE EAST RIGHT OF WAY LINE OF MILLER ROAD AND THE POINT OF BEGINNING;

THENCE NORTH 45°10'49" EAST, A DISTANCE OF 56.64 FEET TO THE SOUTH RIGHT OF WAY LINE OF DURANGO ROAD;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, SOUTH 89°53'49" EAST, A DISTANCE OF 14.16 FEET;

THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, SOUTH 45°10'49" WEST, A DISTANCE OF 62.53 FEET;

THENCE SOUTH 00°15'27" WEST, A DISTANCE OF 506.91 FEET;

CHAD W. HUBER
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	03/28/2022	191342026	1 OF 3

EXHIBIT A
LEGAL DESCRIPTION

THENCE NORTH 44°44'15" WEST, A DISTANCE OF 14.14 FEET TO THE EAST RIGHT OF WAY LINE OF MILLER ROAD;

THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°15'27" EAST, A DISTANCE OF 501.04 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 5,636 SQUARE FEET OR 0.129 ACRES, MORE OR LESS.

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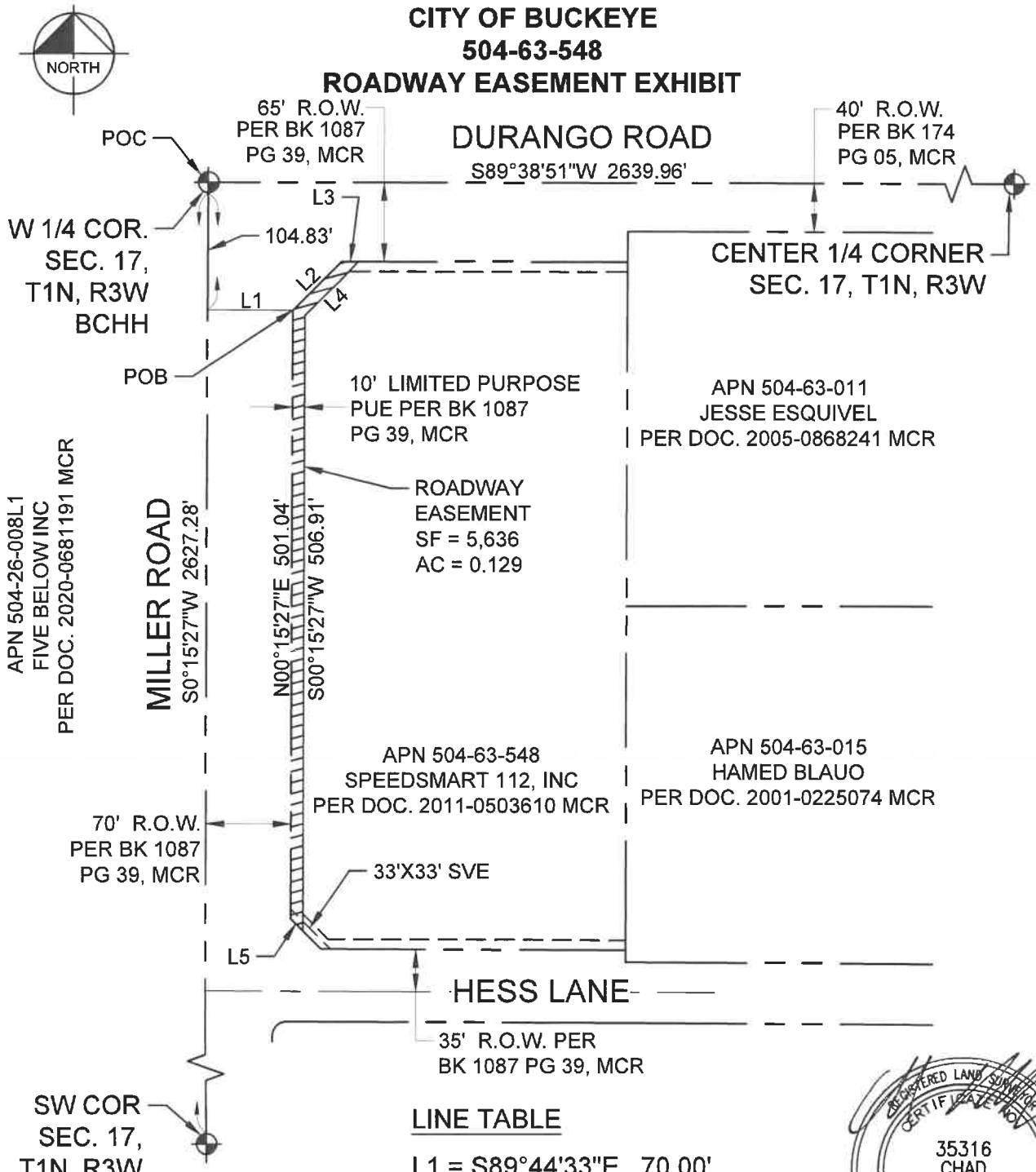
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	03/28/2022	191342026	2 OF 3

EXHIBIT B

CITY OF BUCKEYE
504-63-548
ROADWAY EASEMENT EXHIBIT



LINE TABLE

L1	S89°44'33"E	70.00'
L2	N45°10'49"E	56.64'
L3	S89°53'49"E	14.16'
L4	S45°10'49"W	62.53'
L5	N44°44'15"W	14.14'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
04/07/2022
Date Signed .....
ARIZONA, U.S.A.

CHAD W. HUBER
RLS 35316
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PHOENIX, ARIZONA 85020
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
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APN 504-63-548

ROADWAY EASEMENT TIE-IN LINE

Start : North: 83973.6730' East: 94302.4560'

Segment #1 : Line

Course: S0°15'27"W Length: 104.83'
North: 83868.8463' East: 94301.9847'

Segment #2 : Line

Course: S89°44'33"E Length: 70.00'
North: 83868.5317' East: 94371.9840'

APN 504-63-548

ROADWAY EASEMENT AREA

North: 83868.5317' East: 94371.9840'

Segment #1 : Line

Course: N45°10'49"E Length: 56.64'
North: 83908.4560' East: 94412.1604'

Segment #2 : Line

Course: S89°53'49"E Length: 14.16'
North: 83908.4305' East: 94426.3204'

Segment #3 : Line

Course: S45°10'49"W Length: 62.53'
North: 83864.3545' East: 94381.9661'

Segment #4 : Line

Course: S0°15'27"W Length: 506.91'
North: 83357.4496' East: 94379.6879'

Segment #5 : Line

Course: N44°44'15"W Length: 14.14'
North: 83367.4938' East: 94369.7353'

Segment #6 : Line

Course: N0°15'27"E Length: 501.04'
North: 83868.5287' East: 94371.9871'

Perimeter: 1155.43' Area: 5635.64 Sq. Ft.
Error Closure: 0.0043 Course: S46°11'30"E
Error North: -0.00295 East: 0.00308

Precision 1: 268702.33

EXHIBIT F

[FORM OF TEMPORARY CONSTRUCTION EASEMENT]

When recorded return to:

City of Buckeye
ATTN: Lucinda J. Aja, City
Clerk 530 East Monroe Avenue
Buckeye, Arizona 85326

This Easement is exempt from recording fee
and Affidavit of Property Value pursuant to
A.R.S. § 11-1134(A)(2)

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement (this "***Easement***") is made this __ day of _____, 2022, by and between SPEEDSMART 112, INC., an Arizona corporation ("***Grantor***") and CITY OF BUCKEYE, ARIZONA, an Arizona municipal corporation ("***City***").

RECITALS:

A. Grantor is the owner of that certain tract or parcel of land located in Maricopa County, Arizona, legally described on **Exhibit A** attached hereto and incorporated herein by this reference (the ***"Grantor Property"***).

B. The City has requested that Grantor grant the City a temporary construction and access easement over certain portions of the Grantor Property as legally described and depicted on **Exhibits B and C** respectively, each of which are attached hereto and incorporated herein by this reference (the ***"Easement Area"***) for purposes of performing the Easement Work (as defined below) and Grantor has agreed to grant such an easement to the City.

NOW, THEREFORE, in consideration of the premises and promises contained herein, for the consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENTS:

1. Accuracy of the Recitals. The parties hereby acknowledge the accuracy of the Recitals, which are incorporated herein by this reference.

2. Grant of Easements. Grantor hereby grants and conveys to the City a temporary construction and access easement over, on, under and across the Easement Area for purposes of constructing street improvements, including reasonable access across and over the Easement Area (collectively, the "***Easement Work***"), together with an easement for pedestrian ingress and egress to and from the Easement Area for City employees as necessary and related to the purposes herein set forth.

3. Use. The City, through its officers, employees and agents, shall have the right to enter upon the Easement Area in such a manner and at such times from the date hereof as may be reasonably necessary for the purpose of constructing, installing, repairing, replacing and maintaining thereon the Easement Work and any necessary appurtenances, including such repairs, replacements and removals as may be from time to time required. Grantor hereby agrees not to block in any way, restrict or impede access to or from, or full use of, the Easement Area by the City; or convey to a third party any easement, or other interest or right of use of the Easement Area, that would impair or limit the easement rights granted herein. Grantor hereby agrees that in the event of any encroachment upon the Easement Area and/or the Easement Work, the City shall have the right to require removal of such encroachment, and same shall be accomplished within a reasonable period of time by Grantor, at Grantor's expense. Failure of the City to so exercise its right to require removal of any such encroachment shall neither constitute waiver of this right, nor preclude other remedies available to the City.

4. Term. This Easement shall automatically expire and be of no further force or effect on that date which is twenty-four (24) months from the date of this Easement.

5. Insurance. During the course of construction of the Easement Work and until complete, the City shall maintain (or cause its general contractor to maintain) a policy of commercial general liability insurance naming Grantor as an additional insured. The minimum limits of liability of such insurance shall be Two Million Dollars ($2,000,000) combined single limit as to bodily injury and property damage. Notwithstanding anything contained herein to the contrary, the City may provide all required insurance coverage hereunder through membership in the Arizona Municipal Risk Retention Pool so long as the foregoing limits of liability are maintained. City shall require that all contractors and subcontractors performing work in the Easement Area under this Easement shall be insured and bonded.

6. Running With Land/Binding Effect. The temporary construction easement granted herein shall be appurtenant to and run with the land. This Easement shall be binding upon Grantor and the City and their respective successors and assigns, as applicable, and the Easement Area, and the Grantor Property, as applicable.

7. Ownership. Nothing herein shall be construed as granting title to the land to the City or as vesting in the City any right of entry to the Easement Area after termination of the Temporary Construction Easement.

8. Restoration. Upon termination of this Easement, the City will restore the Easement Area to its pre-existing condition, to the extent reasonably practical.

9. Ingress/Egress. The City will, at all times, maintain adequate ingress/egress to and from the Easement Area for the tenants, guests, customers and invitees of Grantor.

10. Entire Agreement. This Easement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Easement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

11. Attorneys' Fees. In the event either party is required to prosecute or defend any claim arising out of this Easement against the other party, the non-prevailing party shall be required to reimburse the prevailing party for all costs and reasonable attorneys' fees resulting from such claim.

12. Counterparts. This instrument may be executed in one or more counterparts, each of which in the aggregate shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Easement as of the date and year first written above.

GRANTOR:

SPEEDSMART 112, INC., an Arizona corporation

By: _____
Its: _____

STATE OF ARIZONA
COUNTY OF MARICOPA

On this _____ day of _____, 2022, before me personally appeared _____, the _____ of Speedsmart 112, Inc., an Arizona corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed this Temporary Construction Easement, consisting of _____ pages, including this page and all exhibits, on behalf of the corporation.

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

(Seal and Expiration Date)

_____
Notary Public in and for the State of Arizona

GRANTEE:

CITY OF BUCKEYE, ARIZONA,
an Arizona municipal corporation

By SIGN SEPARATE FORM OF TCE
_____, City Manager

ATTEST:

_____
Lucinda Aja, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

STATE OF ARIZONA
COUNTY OF MARICOPA

On this _____ day of _____, 2022, before me personally appeared _____, City Manager of the CITY OF BUCKEYE, ARIZONA, 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 this Temporary Construction Easement, consisting of _____ pages, including this page and all exhibits, on behalf of the CITY OF BUCKEYE.

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

(Seal and Expiration Date)

_____
Notary Public in and for the State of Arizona

EXHIBIT A to Temporary Construction Easement

Legal Description of Grantor Property

EXHIBIT B to Temporary Construction Easement
Legal Description of Easement Area

See following page(s).

EXHIBIT A
LEGAL DESCRIPTION

FOR
APN 504-63-548
SOUTHEAST CORNER OF MILLER ROAD AND DURANGO STREET
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE PARCEL OF LAND DESCRIBED IN MARICOPA COUNTY RECORDER DOCUMENT NO. 2011-0503610 AND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TCE NO. 1:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 17 FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 17 BEARS SOUTH 00°15'27" WEST, A DISTANCE OF 2627.28 FEET;

THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 17, SOUTH 00°15'27" WEST, A DISTANCE OF 301.04 FEET;

THENCE LEAVING SAID WEST LINE, SOUTH 89°44'33" EAST, A DISTANCE OF 70.00 FEET TO THE EAST RIGHT OF WAY LINE OF MILLER ROAD AND THE POINT OF BEGINNING, SAID POINT REFERRED TO AS POINT "A";

THENCE LEAVING SAID RIGHT OF WAY LINE, CONTINUING SOUTH 89°44'33" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°15'27" WEST, A DISTANCE OF 105.00 FEET;

THENCE NORTH 89°44'33" WEST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 00°15'27" WEST, A DISTANCE OF 224.82 FEET TO THE SOUTH LINE OF SAID PARCEL;

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RLS 35316
7740 N. 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020
PH. 602-837-5511
chad.huber@kimley-horn.com

Kimley»Horn
7740 N. 16TH ST, Suite 300
PHOENIX, AZ 85020
Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	03/28/2022	191342026	1 OF 5

EXHIBIT A
LEGAL DESCRIPTION

THENCE ALONG SAID SOUTH LINE, NORTH 89°44'32" WEST, A DISTANCE OF 5.02 FEET;

THENCE ALONG THE WEST LINE OF SAID PARCEL, NORTH 44°44'15" WEST, A DISTANCE OF 35.33 FEET;

THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00°15'27" EAST, A DISTANCE OF 304.83 FEET TO THE POINT OF BEGINNING.

SAID TCE NO. 1 CONTAINS 11,682 SQUARE FEET OR 0.268 ACRES, MORE OR LESS.

TOGETHER WITH;

TCE NO. 2;

COMMENCING AT AFOREMENTIONED POINT "A";

THENCE ALONG THE WEST LINE OF SAID PARCEL, NORTH 00°15'27" EAST, A DISTANCE OF 182.39 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00°15'27" EAST, A DISTANCE OF 13.82 FEET;

THENCE NORTH 45°10'49" EAST, A DISTANCE OF 56.64 FEET TO THE NORTH LINE OF SAID PARCEL;

THENCE ALONG SAID NORTH LINE, SOUTH 89°53'49" EAST, A DISTANCE OF 35.97 FEET;

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
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EXHIBIT A
LEGAL DESCRIPTION

THENCE LEAVING SAID NORTH LINE, SOUTH 00°11'52" WEST, A DISTANCE OF 20.65 FEET;

THENCE SOUTH 45°10'49" WEST, A DISTANCE OF 47.13 FEET;

THENCE NORTH 89°44'33" WEST, A DISTANCE OF 42.71 FEET TO THE POINT OF BEGINNING.

SAID TCE NO. 2 CONTAINS 2,742 SQUARE FEET OR 0.063 ACRES, MORE OR LESS.

TOTAL COMBINED TCE AREA CONTAINS 14,424 SQUARE FEET OR 0.331 ACRES, MORE OR LESS.

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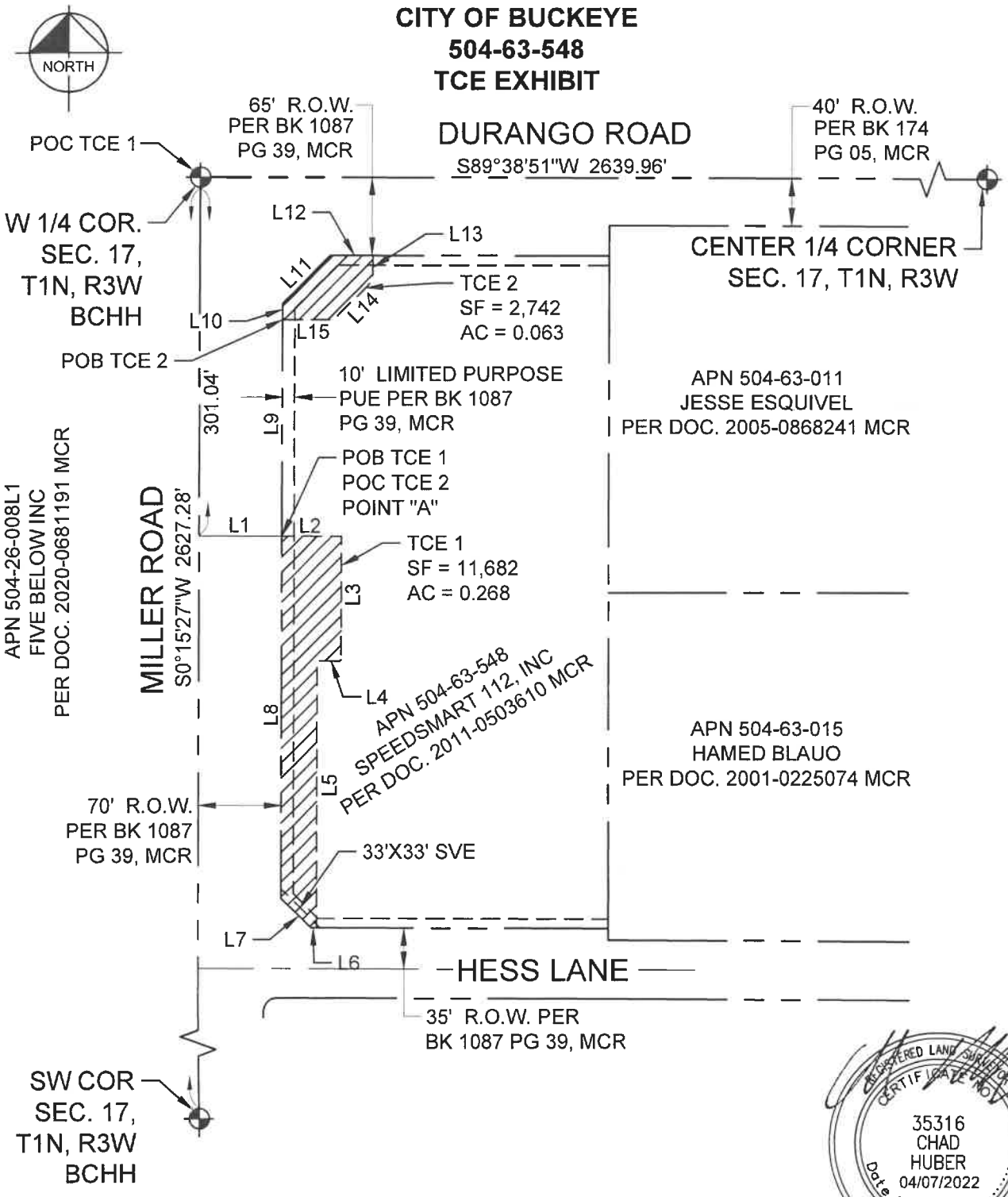
EXHIBIT C to Temporary Construction Easement

Depiction of Easement Area

See following page(s).

EXHIBIT B

CITY OF BUCKEYE
504-63-548
TCE EXHIBIT



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
04/07/2022
Date Signed .....
ARIZONA, U.S.A.

CHAD W. HUBER
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
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EXHIBIT B

LINE TABLE

L1	S89°44'33"E	70.00'
L2	S89°44'33"E	50.00'
L3	S00°15'27"W	105.00'
L4	N89°44'33"W	20.00'
L5	S00°15'27"W	224.82'
L6	N89°44'32"W	5.02'
L7	N44°44'15"W	35.33'
L8	N00°15'27"E	304.83'
L9	N00°15'27"E	182.39'
L10	N00°15'27"E	13.82'
L11	N45°10'49"E	56.64'
L12	S89°53'49"E	35.97'
L13	S00°11'52"W	20.65'
L14	S45°10'49"W	47.13'
L15	N89°44'33"W	42.71'

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	CWH	CWH	03/28/2022	191342026	5 OF 5

AGREEMENT BETWEEN
NEXT GEN UNIVERSAL VIII, LLC
AND
THE CITY OF BUCKEYE, ARIZONA
FOR
TEMPORARY DRAINAGE EASEMENT
(CIP #105260)

This contract is made this ___ day of _____, 2024 (the "***Agreement***"), by and between NEXT GEN UNIVERSAL VIII, LLC, an Arizona limited liability company ("***Grantor***"), and the CITY OF BUCKEYE, ARIZONA, a municipal corporation organized under the laws of the State of Arizona ("***Grantee***").

RECITALS:

A. WHEREAS, Grantor is the owner of certain land located in Maricopa County, Arizona, legally described on Exhibit 1 attached hereto and incorporated herein by this reference (the *"**Grantor Property**"*).

B. WHEREAS, in connection with Capital Improvement Project #105250 ("***CIP 105260***"), City has requested that Grantor grant City a temporary drainage easement (also, "***TDE***") over certain portions of the Grantor Property, to wit: Assessor's Parcel Number 504-63-555, memorialized in writing and duly acknowledged, in substantially the same form and format set forth in Exhibit 2 (the "***Temporary Drainage Easement Instrument***") attached hereto and incorporated herein by this reference (the "***TDE Area***") for purposes of performing the Easement Work (as defined in Exhibit 2).

C. WHEREAS, Grantor has agreed to grant City the TDE in exchange for payment in the total sum of Seventeen Thousand One Hundred Thirty-Eight and 00/100 Dollars ($17,138.00) (the "***Payment***").

AGREEMENT:

1. ACCURACY OF THE RECITALS. The parties hereby acknowledge the accuracy of the Recitals including Exhibits 1 and 2 referenced therein, which are incorporated herein by this reference.

2. EXECUTION AND DELIVERY OF TEMPORARY DRAINAGE EASEMENT INSTRUMENT; PAYMENT; DEADLINE FOR DELIVERY. Within the earlier of: (i) Close of Escrow as set forth in that certain Real Estate Purchase Contract (Right of Way) between the City of Buckeye and Next Gen Universal VIII, LLC, if such Contract is executed and Escrow is opened; and (ii) ten (10) business days from the Date that Grantor executes and delivers to the City the Temporary Drainage Easement Instrument, in substantially the same form as Exhibit 2 attached hereto and in recordable form and format, the City shall remit Payment to Grantor.

3. SUPERSEDING AGREEMENT. This Agreement constitutes the entire

agreement of the parties relating to Temporary Drainage Easement and the subject matter hereof, and the parties agree that the terms of this Agreement shall supersede all previous oral and written agreements between them regarding the foregoing.

4. ARIZONA LAW. The parties agree that the laws of the State of Arizona shall apply to this Agreement. All parties agree that the proper venue for any lawsuit shall be Maricopa County, Arizona.

5. AMBIGUITY. This Agreement was drafted by the City with the assistance of its attorneys. Neither the City nor its attorneys have rendered legal or other advice to Grantor regarding the specific terms of this Agreement. Grantor is aware of its right to obtain independent professional and/or legal assistance with this Agreement and, upon signing of the Agreement, represents that it has taken all steps it deems necessary (including but not limited to, seeking the advice of professionals and/or attorneys) to assist them with this transaction. Consequently, any ambiguity in this Agreement shall not be construed against either party.

6. AUTHORITY TO EXECUTE. Each party hereto acknowledge that the persons whose signatures appear below have appropriate authority to execute this Agreement on behalf of Grantor and Grantee.

7. FURTHER ASSURANCES. Each party hereto undertakes and agrees to execute and deliver such documents, writings and further assurances as may reasonably be required to carry out the intent and purpose of this Agreement.

8. EXCULPATION. Each Party agrees that there shall be absolutely no individual, personal liability on the part of the other party or any employee or agent of such other party with respect to any of the terms, covenants and conditions of this Agreement.

9. LIABILITIES NOT ASSUMED. Except as specifically set forth herein to the contrary, Grantee shall not, and shall not by virtue of the transactions set forth, be deemed to have assumed or agreed to pay, perform, or discharge any liabilities of the Grantor, whether or not the same relate to the Grantor Property or were incurred in connection with the ownership, use, management, or operation thereof by Grantor, or by any person acting through, or on behalf of, Grantor.

10. NOTICES. Notices required or permitted by this Agreement shall be given in writing and personally delivered or sent by first class mail, postage prepaid to:

Grantor:

Next Gen Universal VIII, LLC
Attn: Adam Feldman
3335 E. Indian School, #100
Phoenix, AZ 85016

Grantee:

City Manager
City of Buckeye
530 E. Monroe Ave
Buckeye, Arizona 85326

With a copy to:
City Attorney
City of Buckeye
530 E Monroe Ave
Buckeye AZ 85326

11. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which, together, shall constitute one and the same instrument.

12. RELATIONSHIP OF PARTIES. The parties agree that their relationship is that of Grantor and Grantee, and that nothing contained herein shall constitute either party as being the agent or legal representative of the other for any purpose whatsoever, nor shall this Agreement be deemed to create any form of business organization between the parties hereto, nor is either party granted the right or authority to assume or create any obligation or responsibility on behalf of the other party, nor shall either party be in any way liable for any debt of the other.

13. CONFLICT OF INTEREST. Grantor recognizes that Grantee is an Arizona municipal corporation. Pursuant to A.R.S. § 38-511, Grantee may cancel this Agreement within three (3) years after its execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of Grantee is, at any time while the Agreement or any extension thereof is in effect, an employee or agent of Grantor in any capacity or a consultant to Grantor with respect to the subject matter of this Agreement. Notice of any such cancellation shall be given by Grantee to Grantor with respect to the subject matter of this Agreement. Notice of any such cancellation shall be given by Grantee to Grantor pursuant to the terms of A.R.S. § 38-511.

14. TIME OF ESSENCE. Time is of the essence of this Agreement. For purposes of this Agreement, "business days" shall mean Monday through Thursday, excluding federal and state holidays. If any date set forth in this Agreement for the delivery of any document or notice or the happening of any event (such as, for example, the delivery of the Temporary Drainage Easement Instrument) should, under the terms hereof, fall on a day that is not a business day, then such date shall be automatically extended to the next succeeding business day. Deliveries or events occurring subsequent to 5:00 PM on a business day in the location of occurrence shall be deemed to have occurred on the next business day (e.g., notices due on a certain date must be received by 5:00 PM on such date).

15. AGREEMENT BINDING ONLY UPON EXECUTION. The delivery of this Agreement in unexecuted form by Buyer or Grantor does not constitute either an agreement or an offer. This Agreement shall become the binding agreement of the parties only upon the execution

by both parties of this Agreement or a counterpart thereof.

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

[signatures on following page]

GRANTOR:
NEXT GEN UNIVERSAL VIII, LLC, an Arizona
limited liability company

by:_____

its:

_____

GRANTEE:

CITY OF BUCKEYE, ARIZONA,
an Arizona municipal corporation

_____
Dan Cotterman, City Manager

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

EXHIBIT "1"
TO
AGREEMENT BETWEEN
NEXT GEN UNIVERSAL VIII, LLC
AND
THE CITY OF BUCKEYE, ARIZONA
FOR
TEMPORARY DRAINAGE EASEMENT

[Legal Description of Grantor Property]

[See following page(s)]

Lots 1 and 2, MINOR SUBDIVISION PLAT FOR 25037 & 25043 W. WATKINS STREET, according to the plat of record in Book 1360 of Maps, Page 33, Official Records of Maricopa County, Arizona.

EXHIBIT "2"
TO
AGREEMENT BETWEEN
NEXT GEN UNIVERSAL VIII, LLC
AND
THE CITY OF BUCKEYE, ARIZONA
FOR
TEMPORARY DRAINAGE EASEMENT

[form of Temporary Drainage Easement]

[See following page(s)]

WHEN RECORDED, RETURN TO:
City Clerk, City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

AGREEMENT FOR TEMPORARY DRAINAGE AND RETENTION EASEMENT

DATED AS OF: _____, 20_____

PARTIES: **NEXT GEN UNIVERSAL VIII, LLC**, an Arizona limited liability company ("**Grantor**"); and
CITY OF BUCKEYE, an Arizona municipal corporation ("**City**")

RECITALS:

A. Grantor is the owner of that certain real property legally described on Exhibit "1" attached hereto (the "**Property**").

B. Grantor and the City desire to establish a temporary drainage and retention easement in, on, over, under, across and through that portion of the Property described and depicted on Exhibit "2" attached hereto (the "**Easement Area**") and to grant easements for the construction and maintenance of certain drainage improvements within such Easement Area.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purposes set forth in the foregoing Recitals which are incorporated into this Easement Agreement by reference ("**Agreement**"), the parties agree as follows:

1. *Grant of Temporary Drainage and Retention Easement.* Subject to the provisions of Section 3 below, Grantor hereby grants to the City a temporary easement (the **"Drainage Easement**") in, on, over, under, across and through the Easement Area for purposes of construction, installation, use, maintenance, repair, replacement and operation of surface and subsurface storm water channels, culverts, retention/detention areas, headwalls, gutters, gabions and other drainage facilities and drains and all related facilities and equipment (collectively, the **"Drainage Improvements"**), and for purposes of drainage, diversion, acceptance of water, use and/or storage of flood, storm and other surface water and municipal well water, together with a temporary easement for pedestrian and vehicular ingress and egress to and from the Easement Area. The purpose of the easements granted hereby is to provide drainage and retention for flood, storm and other surface water upon, over, across and through the Drainage Improvements constructed within the Easement Area.

2. *Use of Easement Area and Drainage Easement.* The City, through its officers, employees and agents, shall have the right to enter upon the Easement Area in such a manner and at such times from the date hereof as may be reasonably necessary for the purpose of constructing, installing, repairing, replacing and maintaining thereon the Drainage Improvements and any necessary appurtenances, including such repairs, replacements and removals as may be from time to time required (collectively, "**Repairs**"). The rights granted to the City in the exercise of its right to use the Drainage Easement shall include, without limitation, the right to remove plant growth, dirt and other materials from the Easement Area as may be reasonably necessary in connection with such Repairs.

3. *Automatic Termination*. Upon the issuance by the City of a final Certificate of Occupancy ("**Final Property COO**") for the Property, the rights, easements and privileges herein granted and conveyed shall terminate automatically. Upon issuance of the Final Property COO and upon Grantor's request, City will execute an instrument in recordable form and format, reflecting said termination. Grantor will be responsible for recording such instrument.

4. *No Obstructions*. No buildings or structures or other above-ground improvements other than the Drainage Improvements shall be erected, constructed or placed within the Easement Area that would: (i) that would impede the flow of water over, under or through the Easement Area, (ii) reduce the retention capacity of the Easement Area, or (iii) impair the use or exercise of the easements granted hereby, or the ingress, egress, access and movement of the City over the Easement Area. In the event of any encroachment upon the Drainage Easement, Easement Area, and/or Drainage Improvements, the City shall have the right to require Grantor's removal of such encroachment within a reasonable period of time, at Grantor's expense. Failure of the City to so exercise the foregoing right shall neither constitute waiver of this right, nor preclude other remedies available to the City.

5. *Remedies; Attorneys' Fees and Costs*. In addition to any other remedies available herein or at law or in equity, the parties shall have the right to maintain an action at law for actual damages sustained as a result of the breach of this Agreement (but specifically excluding exemplary, punitive, or consequential damages) and/or to enjoin or otherwise restrain any such breach, or continuing breaches thereafter. All court costs and reasonable attorneys' fees of the non-breaching party shall be assessed against, and paid by, the breaching party.

6. *Runs with the Land*. The Drainage Easement is for the benefit of the City and burdens the Easement Area. The rights and obligations of this Agreement shall run with the land until such time as it is terminated by Section 3. The acceptance by any person or entity of any interest in the Easement Area, or any portion thereof, constitutes an agreement by such person or entity to perform all obligations imposed hereby.

7. *Successors and Assigns*. This Agreement and each of the terms, provisions, conditions and covenants herein shall be binding upon and inure to the benefit of the Grantor and City that are the parties hereto together with their respective successors, heirs, agents, designees, and assigns. No third party shall be entitled to enforce any term, covenant or condition of this Agreement, or have any rights hereunder.

8. *No Partnership*. No term of this Agreement shall be deemed to create a partnership or joint venture between Granter or the City or their respective tenants or occupants.

9. *Conflict of Interest*. This Agreement is subject to the provisions of A.RS. § 38-511.

10. *Miscellaneous*. Time is of the essence of this Agreement and each and every provision hereof. The captions and headings of the various sections of this Agreement are for convenience and identification only and shall not be deemed to limit or to define the contents of the respective sections. Should any provision of this Agreement be held to be invalid or unenforceable by its terms, that provision shall first be applied with limited construction so as to give it the maximum effect permitted by law. Should it be held instead that the provision is invalid or unenforceable, such provision shall be deemed severable from this Agreement. This Agreement shall be construed according to its ordinary

meaning and shall not be strictly construed for or against any party hereto. The laws of the State of Arizona shall govern construction, performance and terms of this Agreement. The parties shall execute such further documents, and take such further actions, as may reasonably be required to carry out the provisions of this Agreement or any document or agreement relating hereto or entered into in connection herewith. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and all prior and contemporaneous representations and understandings, written or oral, are hereby superseded and merged into this Agreement. This Agreement may only be amended by a recorded document executed by the parties to this Agreement or their successors of record.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Temporary Drainage and Retention as of the date set forth above.

GRANTOR:

NEXT GEN UNIVERSAL VIII, LLC:

By:_____

Its:_____
Title

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 202_, before me personally appeared _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who s/he claims to be, and acknowledged that s/he signed this Agreement for Drainage and Retention on behalf of NEXT GEN UNIVERSAL VIII, consisting of ___ pages, including this page and all exhibits on behalf of NEXT GEN UNIVERSAL VIII.

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

(Seal and Expiration Date)

_____
Notary Public

[GRANTEE ACCEPTANCE ON FOLLOWING PAGE]

/ / /

/ / /

CITY OF BUCKEYE, ARIZONA, an Arizona

municipal corporation

_____
Dan Cotterman, City Manager

ATTEST:

_____
Lucinda J. Aja, City Clerk

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

On this _____ day of _____, 202_, before me personally appeared Dan Cotterman, City Manager of the CITY OF BUCKEYE, ARIZONA, 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 this Agreement for Drainage and Retention consisting of ___ pages, including this page and all exhibits, on behalf of the City.

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

(Seal and Expiration Date)

_____
Notary Public

EXHIBIT 1

(Grantor parcel legal description)

[*see* following page(s)]

Lots 1 and 2, MINOR SUBDIVISION PLAT FOR 25037 & 25043 W. WATKINS STREET, according to the plat of record in Book 1360 of Maps, Page 33, Official Records of Maricopa County, Arizona.

EXHIBIT 2

(legal description and depiction of temporary drainage easement)

[*see* following page(s)]

EXHIBIT A
LEGAL DESCRIPTION

FOR
APN 504-63-555
SOUTHEAST CORNER OF MILLER ROAD AND WATKINS STREET
TEMPORARY DRAINAGE EASEMENT

A PORTION OF LOT 2 OF "25037 & 25043 W. WATKINS STREET" RECORDED IN BOOK 1360 OF MAPS, PAGE 33, RECORDS OF MARICOPA COUNTY, ARIZONA AND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE MARKING THE SOUTHWEST CORNER OF SAID SECTION 17 FROM WHICH A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE MARKING THE WEST QUARTER CORNER OF SAID SECTION 17 BEARS NORTH 00°15'27" EAST A DISTANCE OF 2627.29 FEET, SAID LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, NORTH 00°15'27" EAST A DISTANCE OF 1008.01 FEET;

THENCE LEAVING SAID WEST LINE, SOUTH 89°44'33" EAST, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°15'27" EAST A DISTANCE OF 111.42 FEET TO THE NORTH LINE OF SAID LOT 2;

THENCE ALONG SAID NORTH LINE, SOUTH 89°45'00" EAST A DISTANCE OF 74.00 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00°15'27" WEST, A DISTANCE OF 111.42 FEET;

THENCE NORTH 89°44'51" WEST A DISTANCE OF 74.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 8,245 SQUARE FEET OR 0.189 ACRES, MORE OR LESS.

EXPIRES: 09/30/24

CHAD W. HUBER
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PHOENIX, ARIZONA 85020
PH. 602-837-5511
chad.huber@kimley-horn.com

Kimley»Horn

7740 N. 16TH ST, Suite 300
PHOENIX, AZ 85020
Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
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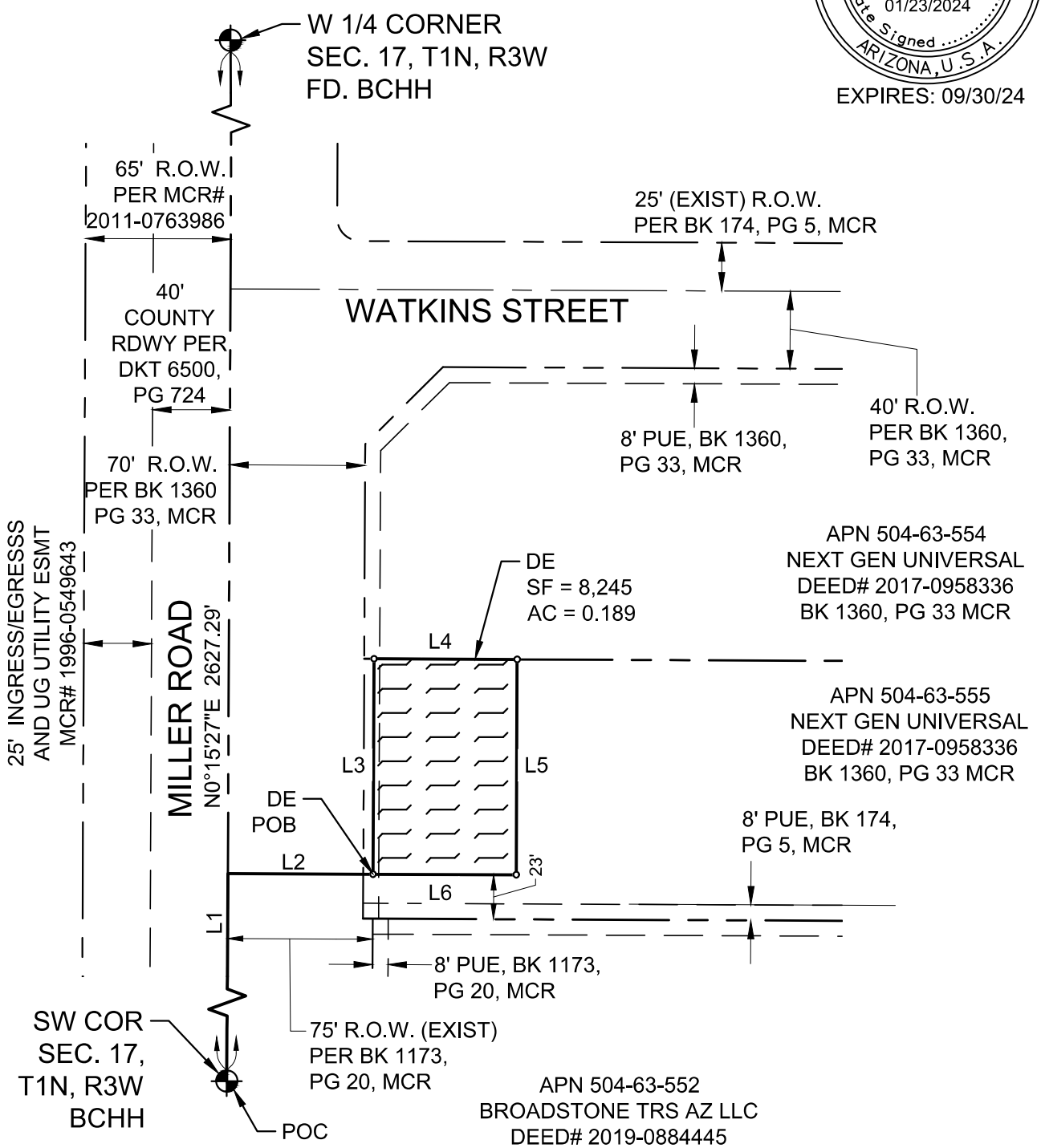
EXHIBIT B

CITY OF BUCKEYE
504-63-555
TEMPORARY DRAINAGE EASEMENT EXHIBIT

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
01/23/2024
Date Signed
ARIZONA, U.S.A.

EXPIRES: 09/30/24



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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	CWH	CWH	01/23/2024	191342026	2 OF 3

EXHIBIT B

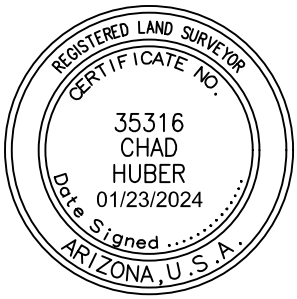
CITY OF BUCKEYE

504-63-555

TEMPORARY DRAINAGE EASEMENT EXHIBIT

LINE TABLE

L1 = N00°15'27"E 1008.01'
L2 = N89°44'33"W 75.00'
L3 = N00°15'27"E 111.42'
L4 = S89°45'00"E 74.00'
L5 = S00°15'27"W 111.42'
L6 = N89°44'51"W 74.00'



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REAL ESTATE PURCHASE CONTRACT
(Right-of-Way)

The parties to this Real Estate Purchase Contract (the "Contract") are Emrland LLLP, an Arizona limited liability limited partnership (hereinafter "Seller") and the City of Buckeye, Arizona, a municipal corporation organized under the laws of the State of Arizona (hereinafter "Buyer"). Seller agrees to sell and Buyer agrees to purchase certain real property ("Property") under the terms and conditions set forth below:

1. LEGAL DESCRIPTION

The Property to be conveyed by Seller to Buyer under this Contract includes the following: (a) the land legally described in Exhibit A and depicted in Exhibit B, respectively, each of which is attached hereto and made a part hereof; (b) all rights and appurtenances pertaining to said land, including any right, title and interest of Seller in and to adjacent streets, roads, strips, gores, alleys and rights-of-way; (c) any and all structures, buildings, fixtures, facilities and other improvements situated on said land that are owned by Seller; and (d) all air rights, development rights, minerals and mineral rights, sand and gravel and oil and gas rights, wells, well sites, well equipment and well rights appurtenant to said land.

2. PURCHASE PRICE

2.1 The total purchase price ("Purchase Price") to be paid by Buyer is **EIGHTY-EIGHT THOUSAND NINE HUNDRED FIFTEEN AND 00/100 DOLLARS ($88,915.00)**.

2.2 Upon the Opening of Escrow (as hereinafter defined), Buyer shall deposit with Escrow Agent the sum of **TEN THOUSAND DOLLARS ($10,000.00)** (the "Earnest Money Deposit"). The Earnest Money Deposit shall become nonrefundable to Buyer following the expiration of the Feasibility Period (unless Buyer shall have, prior to said date, exercised its right to terminate this Contract in accordance with the provisions of Paragraph 8 below), except in the event of a Seller default hereunder or as otherwise expressly provided herein. The Earnest Money Deposit shall be applied (and Buyer shall receive a credit in the amount of the Earnest Money Deposit) toward the payment of the Purchase Price.

2.3 The balance of the Purchase Price, approximately **SEVENTY-EIGHT THOUSAND NINE HUNDRED FIFTEEN AND 00/100 DOLLARS ($78,915.00)**, plus or minus prorations and other adjustments as provided in this Contract, shall be due at Close of Escrow (as hereinafter defined) and shall be paid by Buyer in readily available funds to Escrow Agent, for and on behalf of Seller, at the Close of Escrow.

2.4 The Purchase Price stated herein is for a narrow strip of land which has no independent market value and should not be construed as affecting the fair market value of either the strip itself or the property to which it is contiguous.

3. ESCROW AGENT; ESCROW PROVISIONS.

Seller and Buyer hereby appoint Pioneer Title Agency, Inc., (“Escrow Agent”) Attn: Diana Olson, as the escrow agent for the transaction contemplated by this Contract, with an escrow ("Escrow") to be opened as of the date of delivery of a fully executed original of this Contract to Escrow Agent, together with the Earnest Money Deposit (the “Opening of Escrow”). Escrow Agent, as the party designated as the person responsible for closing the transaction contemplated hereby within the meaning of Section 6045(a)(2)(A) of the Internal Revenue Code of 1986 ("Code"), shall file all necessary information, reports, returns and statements regarding this transaction as required by the Code, including, without limitation, any tax reports required pursuant to Section 6045 of the Code.

4. BROKERAGE COMMISSION

Seller has not been represented by a real estate broker, agent or agency to market and sell the Property. Seller is solely responsible for any compensation due under or required by any brokerage or similar agreement, with respect to which Seller has been represented by a real estate broker, agent or agency, and hereby indemnifies Buyer against any claim for commission (including all costs and reasonable attorneys’ fees expended in defending against such claim) arising from or related to the transaction set forth in this Contract. This indemnity shall survive termination of this Contract.

5. RISK OF LOSS

Except as otherwise provided in this Contract, all risk of loss related to ownership and possession of the Property, including liability to third persons, shall be the responsibility of the Seller until the title and possession of the Property passes to the Buyer at Close of Escrow.

6. CLOSING COSTS AND PRORATIONS

6.1 Buyer will pay all escrow fees related to the sale of the Property. Escrow Agent shall issue or cause to be issued a standard owner’s policy of title insurance ("Title Policy") insuring marketable fee simple title to the Property in Buyer in the amount of the Purchase Price and naming Buyer as the insured. Buyer shall bear the cost of the Title Policy.

6.2 Ad valorem real estate taxes and assessments affecting the Property shall be prorated between the parties at and as of the Close of Escrow based on the latest available information; provided, however, if any portion of the Property is not separately assessed as of the Close of Escrow, real estate taxes with respect to that portion shall be prorated as of the Close of Escrow based on the square footage of that portion relative to the square footage of all other real property that is assessed with that portion, except that any taxes attributable to improvements will be allocated to the land upon which the improvements are located. If Seller receives a tax bill for the Property and for other land still owned by Seller after the Close of Escrow and before the Property is reflected on the tax records as a separate tax parcel or otherwise removed from the tax rolls, Seller shall promptly forward the tax bill affecting the Property to Buyer. Buyer shall forward Buyer’s share of the tax bill to Seller no later than ten (10) days before the tax bill is delinquent, and Seller shall cause the entire tax bill to be paid at least five (5) days prior to delinquency. If Buyer fails to forward its share of any tax bill to Seller then Seller shall have the

right (but not the obligation) to advance Buyer's share in order to fully satisfy the tax bill delinquency and shall be entitled to immediate repayment of all amounts paid to or advanced to or on behalf of Buyer. If Seller fails to pay the tax bill prior to delinquency, the Buyer shall have the right (but not the obligation) to fully satisfy the entire tax bill and shall be entitled to immediate repayment of all amounts paid to or advanced to or on behalf of Seller. All amounts paid or advanced to or on behalf of either party pursuant to this Section 6.2 shall bear interest from the date paid or advanced until repaid in full at the rate of 16% per annum. The rights, obligations and liabilities set forth in this Section 6.2 shall survive the Close of Escrow.

6.3 All of the above-referenced costs that are the responsibility of Buyer shall be paid into Escrow on or before the Close of Escrow in addition to the Purchase Price. All costs that are the responsibility of Seller as referenced above shall be paid from the proceeds of the sale of the Property to which Seller is entitled.

7. TITLE WARRANTY

7.1. Escrow Agent shall, at Buyer's request and expense, provide, within ten (10) days of the date of this Contract, a commitment (the "Commitment") for the Title Policy, suitable to Buyer, and shall provide copies of all instruments shown by the Commitment as exceptions. At the Close of Escrow, Seller shall take all steps necessary to obtain the release of the Property from all mortgages, deeds of trust or other monetary liens encumbering the Property ("Monetary Liens").

7.2 Fee Simple absolute title to the Property shall be transferred by Seller to Buyer at the Close of Escrow by special warranty deed (the "Deed"), which shall include conveyance of all easements, mineral rights and other rights appurtenant thereto and all of Seller's right, title and interest in any public rights-of-way adjoining the Property and which shall be subject only to (a) current (non-delinquent) ad valorem real property taxes, assessments of record with the Maricopa County Recorder, improvement liens of record with the Maricopa County Recorder, and similar matters to be prorated between the parties at the Close of Escrow pursuant to Section 6; and (b) the Permitted Exceptions (as defined below). Buyer is only obligated to accept title to the Property at Close of Escrow if Buyer, at its sole discretion, is otherwise satisfied with the condition of title as reflected in the Commitment and any investigation made by Buyer pursuant to Paragraph 8. Buyer shall have until the expiration of the Feasibility Period (as defined below) to file its objections to the condition of title. If Buyer shall not have notified Seller of Buyer's Title Objections within such time specified above, Buyer shall be deemed to have approved the condition of title of the Property as shown by the Commitment and elected to proceed toward the Close of Escrow. All matters that are either approved or deemed approved pursuant to this Section 7.2, together with the standard printed exceptions in the Commitment, shall be referred to as the "Permitted Exceptions."

8. INVESTIGATIONS

Buyer shall have until ten (10) days prior to Close of Escrow ("Feasibility Period") to make such investigations of the Property as Buyer deems necessary to assure Buyer that the Property is suitable for Buyer's intended purposes and that no hazardous wastes or substances

are located on or under the Property. Such right of investigation shall include, without limitation, the right to have made any surveys, architectural and engineering studies, environmental studies, soil borings and similar examinations, tests, studies and inspections of the Property as Buyer may deem necessary or appropriate (collectively, the "Inspections"). Buyer shall and does hereby agree to repair any damage to the Property resulting from the Inspections and, to the extent permitted by law, to indemnify, defend, protect and hold harmless Seller from any and all liabilities, claims, losses, damages and expenses, including but not limited to court costs and reasonable attorneys' fees and any liens placed upon the Property, which may be incurred by Seller because of the Inspections, other than claims for diminution in value or other economic effects resulting from Buyer's discovery of existing hazardous materials or pollutants or other negative information regarding the Property or Buyer's election to terminate this Contract. Any provision of this Contract to the contrary notwithstanding, the indemnity by Buyer set forth in this Section shall survive Closing or any termination of this Contract. On or before the expiration of the Feasibility Period, Buyer may terminate this Contract for any reason whatsoever by submitting to Seller written notice of Buyer's desire to terminate this Contract. Buyer shall not be obligated to explain its reasons for terminating this Contract in such written notice to Seller. If Buyer elects to terminate this Contract, the Earnest Money Deposit shall be returned to Buyer and this Contract shall terminate and the parties shall thereafter be relieved from further liability hereunder, except with respect to any obligations which expressly survive the termination of this Contract.

9. EASEMENTS

9.1 Seller shall execute and deliver into Escrow at the Close of Escrow an easement for public utilities in the form attached hereto as Exhibit D, and incorporated herein by this reference (the "Public Utilities Easement").

9.2 Seller shall execute and deliver into Escrow at the Close of Escrow a Drainage Easement in the form attached hereto as Exhibit E and incorporated herein by this reference (the "Drainage Easement").

10. FARM LEASE

In the event the Property is encumbered by any farm or agricultural lease (a "Farm Lease"), the following provisions of this Section 10 shall apply to this Contract. After the lapse of the Feasibility Period, the Farm Lease may not be amended with respect to terms that would survive the Closing without the prior written consent of Buyer, which consent may be granted or withheld in Buyer's sole and absolute discretion. Seller shall deliver into Escrow, on or before the Close of Escrow, a termination notice to the tenant under the Farm Lease, terminating the Farm Lease with respect to the Property, which notice shall be delivered to Buyer upon Close of Escrow and which Buyer may elect to send to the tenant under the Farm Lease at any time after the Close of Escrow. Seller shall be responsible for all costs payable under the Farm Lease as a result of the termination thereof with respect to the Property.

11. SELLER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

Seller warrants, represents, and covenants to Buyer (with the understanding that Buyer is relying on these warranties, representations, and covenants) that:

11.1. Seller shall furnish to Buyer upon execution of this Contract all water and well information and reports, engineering plans and studies, soil tests, drawings, survey and environmental studies, correspondence to or from the State of Arizona, Maricopa County or the federal government, and archaeological studies and reports which Seller has, in its actual possession, if any, relating to the Property and all such information may be used by Buyer in such manner as Buyer desires.

11.2 Seller has the full limited liability limited partnership right and authority to enter into this Contract and consummate the transaction contemplated by this Contract. All requisite action has been and will be taken by and on behalf of Seller in connection with the entering into of this Contract, the instruments referenced herein and consummating the transaction contemplated hereby. The persons and/or entities signing this Contract on behalf of Seller are authorized to do so. Seller shall furnish to Buyer such documentation to evidence such authority as Buyer shall reasonably request.

11.3 This Contract and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of Seller, enforceable against Seller in accordance with their terms.

11.4 To Seller's actual knowledge: (i) neither the execution of this Agreement nor the performance hereof by Seller will result in any breach or violation of the terms of any law, rule, ordinance, or regulation or of any decree, judgment or order to which Seller is a party now in effect from any court or governmental body; (ii) there are no consents, waivers, authorizations or approvals from any third party necessary to be obtained by Seller in order to carry out the transactions contemplated by this Agreement; and (iii) the execution and delivery of this Agreement and performance hereof by Seller will not conflict with, or result in a breach of, any of the terms, conditions or provisions of, or constitute a default under or result in the creation of any new, or the acceleration of any existing, lien, charge, or encumbrance upon the Property, or any indenture, mortgage, lease, agreement, or other instrument to which Seller is a party or by which Seller or any of its assets may be bound.

11.5 Except as reflected in the Commitment, there are no claims, actions, suits, or other proceedings pending or to Seller's actual knowledge threatened by any governmental department or agency or any other corporation, partnership, entity, or person whomsoever, nor any voluntary actions or proceedings contemplated by Seller, which in any manner or to any extent may detrimentally affect Buyer's right, title, or interest in and to the Property or the value of the Property or Seller's ability to perform Seller's obligations under this Contract.

11.6 Seller owns the Property in fee simple absolute, subject only to the matters reflected in the Commitment.

11.7 Seller has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets; (v) admitted in writing Seller's inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.

11.8 Except as reflected in the Commitment, there are no mechanics' or materialmen's liens perfected against the Property by parties claiming through Seller. Seller shall cause to be released and discharged promptly, and shall indemnify, defend and hold Buyer harmless for, from and against any liens filed against the Property through parties claiming through Seller prior to or after the Close of Escrow in violation of this warranty.

11.9 To Seller's actual knowledge, Seller is not prohibited from consummating the transactions contemplated by this Contract or any law, regulation, agreement, instrument, restriction, order or judgment.

11.10 Other than this Contract and any Farm Lease, Seller has not entered, and shall not enter, into any contracts, options or other obligations or rights for the purchase or sale of the Property, nor has Seller entered into any leases, rights of occupancy or first refusals or options to purchase the Property.

11.11 Other than this Contract and any Farm Lease, there are no licenses, agreements, leases, options, contracts or rights of purchase or first refusal, recorded or unrecorded, whatsoever affecting the Property. Seller will not, without the prior written consent of Buyer, consent to or convey any interest in the Property, and Seller will not consent to or subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights-of-way or similar matters after the date of this Agreement, which will not be eliminated on or prior to the Closing Date. Seller shall not, without the prior written consent of Buyer, request or consent to or cause to be issued a subdivision public report for all or any portion of the Property. Seller shall not, without the prior written consent of Buyer, consent to or cause to be executed any zoning or other entitlement applications for all or any portion of the Property.

11.12 To Seller's actual knowledge, there has been no production, disposal, or storage on the Property of any hazardous waste or other toxic or radioactive substance or matter by Seller, nor has Seller received any actual notices of any violation of hazardous waste statutes or regulations. To Seller's actual knowledge, there is no proceeding or inquiry by any authority with respect thereto, nor has Seller received any notice of any violation of the above-mentioned statutes or regulations or any information which would constitute or lead to a violation thereof.

11.13 To Seller's actual knowledge, except for pesticides that may be been used in connection with normal farming operations (with Seller not having actual knowledge of any such use of pesticides other than in compliance with applicable laws), no portion of the Property is now being or has ever been used for the discharge or disposal of a pollutant or waste, for the treatment or disposal of refuse or sewage or for the operation of any underground storage tanks.

The "actual knowledge" of Seller, as used in this Section 11, means the actual, present knowledge of _____ as of the date of this Contract. Such individual shall have no personal obligation or liabilities under this Contract. Notwithstanding anything to the contrary contained in this Contract, it is understood and agreed that all representations and warranties of the Seller set forth in this Contract shall survive the Closing of this Contract until the first anniversary of the Close of Escrow, and neither party shall have any liability of any kind whatsoever for any breach thereof except to the extent a claim is asserted by the filing of a legal proceeding against such party by such date, and in such event the survival period for the representations and warranties in question shall be tolled while such action is pending both at trial and on appeal and while any judgment arising from such action remains unsatisfied.

12. CLOSE OF ESCROW

12.1 The closing of the Escrow shall occur on or before thirty (30) days from the Opening of Escrow ("Close of Escrow"). The Close of Escrow will be at the offices of the Escrow Agent. At the Close of Escrow, both the title to and possession of the Property shall be transferred from Seller to Buyer. Any Monetary Liens existing against the Property at the Close of Escrow shall be satisfied from the proceeds of the Purchase Price.

12.2 Buyer shall not be obligated to close hereunder unless each of the following conditions shall exist on the Close of Escrow:

(a) The Escrow Agent shall be prepared to issue (or be prepared to unconditionally commit to issue) the Title Policy, subject to (i) matters created by Buyer, if any, and (ii) the Permitted Exceptions.

(b) Seller shall have provided to Buyer evidence reasonably satisfactory to Buyer and Escrow Agent that Seller has limited liability limited partnership authorization to sell the Property to Buyer in accordance with the terms of this Contract (as amended, if applicable) and to enter into, execute, deliver and perform this Contract.

(c) Seller's representations and warranties made by Seller are true and correct in all material respects on and as of the Close of Escrow with the same force and effect as if made on and as of the Close of Escrow.

(d) Seller shall have performed all covenants and obligations and satisfied all conditions required by this Contract to be performed or satisfied by Seller on or before the Close of Escrow.

(e) There shall have been no material adverse change in the physical condition of the Property.

The provisions of this Section 12.2 are for the sole benefit of Buyer and may be waived by Buyer in its discretion.

12.3 Seller shall not be obligated to close hereunder unless each of the following conditions shall exist on the Close of Escrow: (a) Buyer's representations and warranties made

by Buyer are true and correct in all material respects on and as of the Close of Escrow with the same force and effect as if made on and as of the Close of Escrow; (b) Buyer shall have performed all covenants and obligations and satisfied all conditions required by this Contract to be performed or satisfied by Buyer on or before the Close of Escrow; and (c) Escrow Agent is irrevocably committed to issue the Title Policy. The provisions of this Section 12.3 are for the sole benefit of Seller and may be waived by Seller in its discretion.

12.4 By the Close of Escrow, the following shall occur:

(a) Seller shall deliver to Buyer:

(i) the duly executed and acknowledged Deed;

(ii) an Affidavit of Property Value, to the extent required by applicable law, duly executed and appropriately acknowledged by Seller or its agent;

(iii) notice to the tenant under the Farm Lease terminating the Farm Lease with respect to the Property, if applicable;

(iv) an executed counterpart of a partial assignment from Seller to buyer of the landlord's rights under the Farm Lease with respect to the Property ("Assignment of Lease"), if applicable;

(v) an executed counterpart of the Public Utilities Easement;

(vi) an executed counterpart of the Drainage Easement; and

(vii) such documents and instruments as required in Buyer's reasonable discretion to assign, transfer, convey and set over unto Buyer all water wells, well sites and well equipment located on the Property and all well registration rights for any wells located on the Property, if any.

(b) Buyer shall pay to Seller the Purchase Price as provided in Section 2.1, subject to the adjustments described in Section 6. In addition, on or prior to the scheduled Close of Escrow, Buyer shall execute and acknowledge (where appropriate) and deposit with Escrow Agent for delivery to Seller upon the Close of Escrow a counterpart of the Affidavit of Property Value and executed counterparts of the Assignment of Lease (if applicable), the Public Utilities Easement and the Drainage Easement.

(c) Seller shall execute and deliver to Buyer and the Escrow Agent an affidavit that evidences that Seller is exempt from the withholding requirements of Section 1445 of the Code.

(d) Seller and Buyer shall each deliver to the other such instruments, documents, or certificates (including certificates of public officials to the extent the same are reasonably available) as the other party or its counsel may reasonably request in order to attest to the organization and existence of such party, its authority to execute and deliver this Contract, and to effect the transactions herein contemplated, and attesting to the taking of all necessary action to authorize the herein contemplated transactions.

(e) Seller shall execute and deliver to Buyer such other documents, instruments, or agreements which Seller may be required to deliver to Buyer pursuant to the provisions of this Contract or which may be necessary to consummate the transactions contemplated by this Contract.

(f) Buyer shall execute and deliver to Seller such other documents, instruments, or agreements which Buyer may be required to deliver to Seller pursuant to the provisions of this Contract or which may be necessary to consummate the transactions contemplated by this Contract.

13. USE OF SUBJECT PROPERTY

Seller shall have the exclusive right to use the Property until Close of Escrow. Seller agrees to maintain the Property through Close of Escrow in the same condition the Property exists at the execution of this Contract. Seller shall not remove any fixtures or improvements from the Property unless otherwise agreed to by Buyer in writing. From and after the date hereof, Seller, unless otherwise agreed to in writing by Buyer, will refrain from (a) performing any construction upon or about the Property; (b) creating or incurring, or suffering to exist any private sewer or water agreement, improvement district, community facilities district, lease, occupancy right, mortgage, lien, pledge or other encumbrances in any way affecting the Property, other than those released on or before the Close of Escrow; (c) forming any association or district; (d) amending any exception shown in the Commitment; and (e) except as may arise or result from the activities of Buyer on or relating to the Property, Seller will observe all laws, ordinances, regulations and restrictions materially affecting the Property and its use, and will pay taxes on the Property not later than the Close of Escrow for the period preceding the Close of Escrow.

14. RIGHT TO ENCUMBER

The Property is to be free and clear of all Monetary Liens not acceptable to Buyer at the time of transfer of title from Seller to Buyer. Seller shall not voluntarily encumber the Property after execution of this Contract. Seller agrees that all Monetary Liens existing against the Property at Close of Escrow shall be satisfied from the proceeds of the sale to the extent necessary to obtain the release of the Property from any such Monetary Liens.

15. ASSIGNABILITY

Neither Seller nor Buyer may assign any of its rights or obligations under this Contract without the other party's advance written consent. This Contract shall be binding upon Seller and Buyer and their respective successors and assigns.

16. DEFAULT

16.1 Seller's Failure to Close. If Seller fails to Close, and provided that Buyer is not then in breach or default of its obligations hereunder, then Buyer, at Buyer's option, shall be entitled to (i) seek specific performance of Seller's obligations hereunder; (ii) terminate this Contract by written notice to Seller and Escrow Agent, in which event the Earnest Money

Deposit, accrued interest and all other sums previously deposited by Buyer with Escrow Agent or which were paid to Seller on account of this Contract shall be returned to Buyer, and Buyer may pursue any claim for its actual damages not to exceed $10,000.00; or (iii) waive such breach and proceed to Closing. Notwithstanding any such termination, Buyer shall have the continuing right to enforce any surviving obligations provided for in this Agreement.

16.2 Default by Buyer: If Buyer fails to complete the acquisition of the Property as herein provided, and provided that Seller is not then in breach or default hereunder, Seller as its remedy for Buyer's failure to close this transaction shall be entitled to terminate this Contract by written notice to Buyer, in which event Seller shall be entitled to receive the Earnest Money Deposit as liquidated damages for Buyer's failure to close this transaction, and this Contract shall terminate. Payment to Seller of the Earnest Money Deposit shall terminate all of Seller's rights and remedies at law or in equity against Buyer with respect to this transaction for Buyer's failure to close this transaction. The parties hereby agree that the amount of the Earnest Money Deposit shall be and constitutes liquidated damages for Buyer's failure to close this transaction, Buyer and Seller acknowledging and agreeing that it is difficult or impossible to determine the actual damages Seller would suffer from Buyer's failure to close this transaction and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable. Notwithstanding any such termination for Buyer's failure to close this transaction, Seller shall have the continuing right to enforce any surviving obligations provided for in this Contract.

16.3 Notwithstanding anything in this Contract to the contrary, no party shall ever be in default hereunder unless such breaching party first receives written notice of default from the non-defaulting party hereunder, stating with specificity the purported default or events of default, and thereafter the defaulting party fails to cure such breach to the reasonable satisfaction of the non-defaulting party within three (3) business days of the defaulting party's receipt of such written notice of default

16.4 The breaching party shall be responsible to pay all escrow costs and fees related to this Contract.

17. ATTORNEYS' FEES. In the event of any action at law or in equity between Seller and Buyer to enforce any of the provisions and/or rights under this Contract or on account of a breach of any term or provision hereof, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred therein by such prevailing party, including any such costs and expenses incurred in any appeal, and if such prevailing party shall recover judgment in any action or proceeding, such costs, expenses and fees shall be included in and as a part of such judgment. As used herein, the term "prevailing party" shall be the party to such litigation which receives, whether by settlement or judgment, substantially the relief prayed for in such litigation. This provision shall survive the Close of Escrow or any termination of this Contract.

18. SUPERSEDING AGREEMENT

This Contract constitutes the entire contract of the parties relating to the Property and the parties agree that the terms of this Contract shall supersede all previous oral and written Contracts between them.

19. AMENDMENT; WAIVER; ENTIRE AGREEMENT

No change or modification of this Contract shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Contract shall be binding unless in writing and signed by the party against who it is sought to be enforced. This Contract contains the entire agreement between the parties relating to the purchase and sale of the Property. All prior negotiations between the parties are merged in this Contract, and there are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as herein set forth.

20. ARIZONA LAW

Seller and Buyer both acknowledge that this Contract is executed in Maricopa County, Arizona, and relates to property located in Maricopa County, Arizona. Should legal action be necessary to enforce the terms of this Contract, all parties agree that the laws of the State of Arizona shall apply. All parties agree that the proper venue for any lawsuit shall be Maricopa County, Arizona.

21. AMBIGUITY

This Contract was drafted by the City with the assistance of their attorneys. Neither the City nor its attorneys at the law firm of Gust Rosenfeld, P.L.C. have rendered legal or other advice to Seller regarding the sale of the Property or the specific terms of this Contract. Seller is aware of its right to obtain independent professional and/or legal assistance with this Contract and, upon signing of the Contract, represents that it has taken all steps it deems necessary (including but not limited to, seeking the advice of professionals and/or attorneys) to assist them with this transaction. Consequently, any ambiguity in this Contract shall not be construed against either party.

22. CONFLICT OF INTEREST

Seller recognizes that Buyer is an Arizona municipal corporation. Pursuant to A.R.S. § 38-511, Buyer may cancel this Contract within three (3) years after its execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of Buyer is, at any time while the Contract or any extension thereof is in effect, an employee or agent of Seller in any capacity or a consultant to Seller with respect to the subject matter of this Contract. Notice of any such cancellation shall be given by Buyer to Seller with respect to the subject matter of this Contract. Notice of any such cancellation shall be given by Buyer to Seller pursuant to the terms of A.R.S. § 38-511. Should cancellation occur under this provision, Seller shall return to Buyer all moneys paid by Buyer under this Contract. Additionally, Seller shall be responsible for payment of all escrow fees.

23. AUTHORITY TO EXECUTE

Seller and Buyer both acknowledge that the persons whose signatures appear below have appropriate authority to execute this Contract on behalf of Seller and Buyer.

24. FURTHER ASSURANCES

Each of the parties hereto undertakes and agrees to execute and deliver such documents, writings and further assurances as may reasonably be required to carry out the intent and purpose of this Contract, which obligation shall survive the Closing.

25. DATES AND TIMES

Time is of the essence of this Contract. For purposes of this Contract, "**business days**" shall mean Monday through Thursday, excluding federal and state holidays. If any date set forth in this Contract for the delivery of any document or notice or the happening of any event (such as, for example, the expiration of the Feasibility Period or the Close of Escrow) should, under the terms hereof, fall on a day that is not a business day, then such date shall be automatically extended to the next succeeding business day. Deliveries or events occurring subsequent to 5:00 PM on a business day in the location of occurrence shall be deemed to have occurred on the next business day (e.g., notices due on a certain date must be received by 5:00 PM on such date).

26. EXCULPATION

Each party agrees that there shall be absolutely no personal liability on the part of the other party or any employee or agent of such other party with respect to any of the terms, covenants and conditions of this Contract.

27. LIABILITIES NOT ASSUMED.

Except as specifically set forth herein to the contrary, Buyer shall not, and shall not by virtue of the transactions set forth, be deemed to have assumed or agreed to pay, perform, or discharge any liabilities of the Seller, whether or not the same relate to the Property or were incurred in connection with the ownership, use, management, or operation thereof by Seller, or by any person acting through, or on behalf of, Seller.

28. NOTICES

Notices required or permitted by this Contract shall be given in writing and personally delivered or sent by first class mail, postage prepaid to:

Seller:

Emrland LLLP
Attn: _____
_____
_____

Buyer:

City Manager
City of Buckeye
530 E. Monroe Ave
Buckeye, Arizona 85326

With a copy to:
_____
_____
_____

With a copy to:
City Attorney
City of Buckeye
530 E. Monroe Ave
Buckeye, Arizona 85326

29. COUNTERPARTS

This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which, together, shall constitute one and the same instrument. Facsimile signatures shall have the same force and effect as original signatures.

30. INTERNAL REVENUE CODE

Seller agrees to comply with Section 1445 of the Code and to complete and deliver to Buyer a non-foreign affidavit on Escrow Agent's standard form.

31. RELATIONSHIP OF PARTIES.

The parties agree that their relationship is that of Seller and Buyer, and that nothing contained herein shall constitute either party as being the agent or legal representative of the other for any purpose whatsoever, nor shall this Contract be deemed to create any form of business organization between the parties hereto, nor is either party granted the right or authority to assume or create any obligation or responsibility on behalf of the other party, nor shall either party be in any way liable for any debt of the other.

32. AGREEMENT BINDING ONLY UPON EXECUTION

The delivery of this Contract in unexecuted form by Buyer or Seller does not constitute either an agreement or an offer. This Contract shall become the binding agreement of the parties only upon the execution by both parties of this Contract or a counterpart thereof.

ACCEPTED BY:

DATE:_____, 2022.

BUYER:

CITY OF BUCKEYE, ARIZONA
an Arizona municipal corporation

By: _____
Its: _____

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

[ADDITIONAL SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this instrument is executed this _____day of _____, 2022.

SELLER:

EMRLAND LLLP, an Arizona limited liability limited partnership

By: _____
Its: _____

EXHIBIT A

LEGAL DESCRIPTION FOR REAL PROPERTY
TO BE CONVEYED BY SELLER TO BUYER

[See following pages.]

EXHIBIT B

DEPICTION OF REAL PROPERTY
TO BE CONVEYED BY SELLER TO BUYER

[See following page.]

EXHIBIT C

Form of Public Utilities Easement

When recorded return to:

City of Buckeye
ATTN: Lucinda J. Aja, City
Clerk 530 East Monroe Avenue
Buckeye, Arizona 85326

This Easement is exempt from recording fee and Affidavit of Property Value pursuant to A.R.S. § 11-1134(A)(2)

PUBLIC UTILITIES EASEMENT AGREEMENT

This Public Utilities Easement Agreement (this "***Agreement***") is made this_____day of _____, 2022, by and between EMRLAND LLLP, an Arizona limited liability limited partnership ("***Grantor***") and CITY OF BUCKEYE, ARIZONA, an Arizona municipal corporation ("***City***").

RECITALS:

A. Grantor is the owner of that certain tract or parcel of land located in Maricopa County, Arizona, legally described on **Exhibit A** attached hereto and incorporated herein by this reference (the ***"Grantor Property"***).

B. The City desires to obtain from Grantor and Grantor desires to grant to the City, in accordance with the terms of this Agreement, a public utilities easement for the purpose of installing, operating, maintaining and repairing public utilities and related improvements in, on, over, under, through, across and upon those portions of the Grantor Property more particularly described and depicted on **Exhibit B** attached hereto and incorporated herein by this reference (the ***"Easement Area"***).

NOW, THEREFORE, in consideration of the premises and promises contained herein, for the consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENTS:

1. Accuracy of the Recitals. The parties hereby acknowledge the accuracy of the Recitals, which are incorporated herein by this reference.

2. Grant of Easement. Grantor hereby grants and conveys to the City and its successors and assigns a perpetual, exclusive easement (the ***"Easement"***) in, on, over, under,

through, across and upon the Easement Area to construct, install, access, maintain, repair, reconstruct, replace, remove, operate and use for utilities and facilities (including, but not limited to, for water, wastewater, gas, electric and City telecommunications purposes), pipes, conduit, cables, switching equipment, conductors, fiber optics, City communication and signal lines, transformers, vaults, manholes, fire hydrants and all related facilities, equipment and appurtenances to all of the foregoing (collectively, the ***"Improvements"***), at such locations and elevations over, across, under and upon the Easement Area as the City may now or in the future deem convenient or necessary, together with an unrestricted right of vehicular and pedestrian ingress and egress to, from and across the Easement Area. No buildings or structures or other above-ground improvements other than the Improvements shall be erected, constructed or placed within the Easement Area that would interfere with the use of the Easement Area for the purposes set forth herein.

3. Use. The City, through its officers, employees and agents, shall have the right to enter upon the Easement Area in such a manner and at such times from the date hereof as may be reasonably necessary for the purpose of constructing, installing, repairing, replacing and maintaining thereon the Improvements and any necessary appurtenances, including such repairs, replacements and paving as may be from time to time required. The rights granted to the City in the exercise of its right to use the Easement shall include, without limitation, the right to remove plant growth, dirt, paving and other materials from the Easement Area as may be reasonably necessary in connection with the construction, installation, operation and maintenance of the Improvements.

4. Improvements. Any improvements constructed within the Easement Area shall be constructed in compliance with all applicable codes, ordinances and regulations. Grantor hereby agrees not to block in any way, restrict or impede access to or from, or full use of, the Easement Area by the City; or convey to a third party any easement, or other interest or right of use of the Easement Area, that would impair or limit the easement rights granted herein. Grantor hereby agrees that in the event of any encroachment upon the Easement or Easement Area caused directly by Grantor's actions, the City shall have the right to require removal of such encroachment, and same shall be accomplished within a reasonable period of time by Grantor, at Grantor's expense. Failure of the City to so exercise its right to require removal of any such encroachment shall neither constitute waiver of this right, nor preclude other remedies available to the City.

5. Running With Land/Binding Effect. The easements hereby granted, the restrictions and obligations hereby imposed and the agreements herein contained shall all be easements, restrictions and covenants running with the land and shall inure to the benefit of and be binding upon, the parties hereto and their respective heirs, successors and assigns, including, but not limited to, all subsequent owners of the Grantor Property and all persons claiming under them. The covenants, easements, rights-of-way and conditions herein contained may be enforced by Grantor and the City, and any violation thereof may be restrained or enforced by any court of competent jurisdiction and/or damages may be awarded for any violation; provided, however that nothing herein shall be construed as meaning that damages are an adequate remedy in the event equitable relief is sought.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

7. Attorneys' Fees. In the event of the bringing of any action or suit by a party hereto against another party hereto by reason of any breach of any of the covenants or agreements on the part of the other party arising out of this Agreement, then, in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including reasonable attorneys' fees.

8. Notices. All notices and communications provided for herein or given in connection herewith (**"Notices"**) shall be in writing and may be (i) delivered in person, or (ii) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (iii) sent by a nationally recognized overnight courier service, or (iv) transmitted by electronic mail, provided that confirmation of the receipt of the same is noted upon transmission, and a counterpart of such notice is also delivered pursuant to one of the three manners specified above, to the address for the applicable party set forth below:

To Grantor:

Emrland LLLP

_____

_____

Attn: _____

To City:

City of Buckeye
Attention: City Manager
530 East Monroe Avenue
Buckeye, Arizona 85326

With a copy to:

Gust Rosenfeld PLC
One E. Washington, Suite 1600
Phoenix, Arizona 85004
Attn: Shiela Schmidt

or to such other addresses as any party may from time to time designate in writing and deliver in the manner set forth above. Notices shall become effective upon the earliest of the following (i) personal delivery by delivery service to the designated address of that party; (ii) two (2) business days after deposit in the United States mail addressed as set forth above; (iii) confirmation of receipt by the sender if given by facsimile, provided that receipt after 5:00 p.m. or on a weekend or legal holiday shall be deemed delivered on the next business day, or (iv) one (1) business day after deposit with an overnight courier as set forth above, addressed as required herein.

9. No Partnership or Joint Venture. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

10. Severability. If any term or provision of this agreement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Agreement shall not be affected thereby, and each of such remaining terms and provisions shall be valid and enforced to the extent permitted by law.

11. Governing Law. This Agreement shall be recorded in the office of the County Recorder of Maricopa County, Arizona. The Easement shall be construed, governed and enforced in accordance with the laws of the State of Arizona.

12. Counterparts. This instrument may be executed in one or more counterparts, each of which in the aggregate shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Easement as of the date and year first written above.

EMRLAND, LLLP, an Arizona limited liability company

By: _____
Its: _____

STATE OF ARIZONA
COUNTY OF
MARICOPA

On this _____ day of _____, 2022, before me personally appeared _____ _____, the _____ of Emrland LLLP, an Arizona limited liability limited partnership, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed this Public Utilities Easement Agreement, consisting of _____ pages, including this page and all exhibits, on behalf of the company.

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

(Seal and Expiration Date)__

_____
Notary Public in and for the State of Arizona

CITY OF BUCKEYE, ARIZONA, an
Arizona municipal corporation

_____, City Manager

ATTEST:

_____
Lucinda Aja, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

STATE OF ARIZONA
COUNTY OF MARICOPA

On this _____ day of _____, 2022, before me personally appeared _____, City Manager of the CITY OF BUCKEYE, ARIZONA, 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 this Public Utilities Easement Agreement, consisting of _____ pages, including this page and all exhibits, on behalf of the City.

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

(Seal and Expiration Date)

_____
Notary Public in and for the State of Arizona

EXHIBIT A to Public Utilities Easement

Legal Description of Grantor Property

PARCEL NO. 1:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING SOUTH OF THE SOUTH LINE OF THE PARCEL OF LAND CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED IN RECORDING NO. 2003-1715529, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 19, MONUMENTED BY A BRASS CAP, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 19, MONUMENTED BY A BRASS CAP, BEARS AS A BASIS OF BEARINGS SOUTH 89 DEGREES 42 MINUTES 33 SECONDS EAST, A DISTANCE OF 2637.67 FEET;

THENCE SOUTH 00 DEGREES 08 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 110.02 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 42 MINUTES 33 SECONDS EAST ALONG A LINE PARALLEL TO AND 110.01 FEET SOUTHERLY OF THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 1616.19 FEET;

THENCE SOUTH 00 DEGREES 24 MINUTES 09 SECONDS WEST, A DISTANCE OF 160.00 FEET;

THENCE SOUTH 89 DEGREES 42 MINUTES 33 SECONDS EAST, ALONG A LINE PARALLEL TO AND 270.01 FEET SOUTHERLY OF THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 979.95 FEET;

THENCE SOUTH 00 DEGREES 24 MINUTES 09 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 40.00 FEET WESTERLY OF THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 55.00 FEET;

THENCE NORTH 89 DEGREES 42 MINUTES 33 SECONDS WEST, ALONG A LINE PARALLEL TO AND 325.01 FEET SOUTHERLY OF THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION

19, A DISTANCE OF 2594.63 FEET TO A POINT LYING ON THE WESTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19;

THENCE NORTH 00 DEGREES 08 MINUTES 00 SECONDS WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 215.01 FEET TO THE POINT OF BEGINNING; AND

EXCEPT ALL URANIUM, THORIUM OR ANY OTHER MATERIALS WHICH IS OR MAY BE DETERMINED BY LAW OF THE UNITED STATES OR OF THIS STATE, OR DECISIONS OF COURTS TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN THE PATENT TO SAID LAND.

PARCEL NO. 2:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY OF THE ROOSEVELT IRRIGATION DISTRICT MAIN CANAL;

EXCEPT THE EAST 40.00 FEET THEREOF; AND

EXCEPT A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 19 BEARS SOUTH 00 DEGREES 24 MINUTES 26 SECONDS WEST, A DISTANCE OF 2630.05 FEET;

THENCE SOUTH 00 DEGREES 24 MINUTES 26 SECONDS WEST ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 225.03 FEET;

THENCE NORTH 89 DEGREES 35 MINUTES 34 SECONDS WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 24 MINUTES 26 SECONDS WEST ALONG A LINE PARALLEL WITH AND 40.00 FEET WESTERLY OF THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 150.07 FEET;

THENCE SOUTH 88 DEGREES 35 MINUTES 55 SECONDS WEST, ALONG THE NORTHERLY LINE OF THE ROOSEVELT IRRIGATION DISTRICT CANAL, A DISTANCE OF 2569.85 FEET;

THENCE NORTH 00 DEGREES 08 MINUTES 02 SECONDS WEST, ALONG THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 150.04 FEET;

THENCE NORTH 88 DEGREES 35 MINUTES 55 SECONDS EAST, ALONG A LINE PARALLEL WITH AND 150.00 FEET NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE ROOSEVELT IRRIGATION DISTRICT CANAL, A DISTANCE OF 2571.27 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3:

A PARCEL OF LAND SITUATE IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 19, MONUMENTED BY A BRASS CAP, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 19, MONUMENTED BY A BRASS CAP IN A HANDHOLE BEARS AS A BASIS OR BEARINGS SOUTH 89 DEGREES 42 MINUTES 33 SECONDS EAST, A DISTANCE OF 2637.67 FEET;

THENCE SOUTH 00 DEGREES 08 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 260.02 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 42 MINUTES 33 SECONDS EAST, ALONG A LINE PARALLEL WITH AND 260.01 FEET SOUTHERLY OF THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 1615.29 FEET:

THENCE SOUTH 00 DEGREES 24 MINUTES 09 SECONDS WEST, A DISTANCE OF 10.00 FEET TO A LINE PARALLEL WITH AND 270.01 FEET SOUTHERLY OF THE NORTHERLY LINE OF THE NORTHEAST QUARTER OR SAID SECTION 19;

THENCE SOUTH 89 DEGREES 42 MINUTES 33 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 979.95 FEET TO A POINT ON A LINE PARALLEL WITH AND 40.00 FEET WESTERLY OF THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19;

THENCE SOUTH 00 DEGREES 24 MINUTES 09 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 55.00 FEET TO A LINE PARALLEL WITH AND 325.01 FEET SOUTHERLY OF THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19;

THENCE NORTH 89 DEGREES 42 MINUTES 33 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2594.63 FEET TO A POINT ON THE WESTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19;

THENCE NORTH 00 DEGREES 08 MINUTES 03 SECONDS WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING; AND

EXCEPT ALL URANIUM, THORIUM OR ANY OTHER MATERIALS WHICH IS OR MAY BE DETERMINED BY LAW OF THE UNITED STATES OR OF THIS STATE, OR DECISIONS OF COURTS TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN THE PATENT TO SAID LAND.;

EXCEPTING FROM THE FOREGOING THE FOLLOWING DESCRIBED PARCEL OF PROPERTY:

THAT PORTION OF THE PARCELS OF LAND DESCRIBED IN MARICOPA COUNTY RECORDER DOCUMENT # 2016-0801079 AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE FOUND AT THE NORTHEAST CORNER OF SAID SECTION 19 FROM WHICH THE TOWN OF BUCKEYE BRASS CAP IN HAND HOLD FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 19 BEARS SOUTH 00 DEGREES 24 MINUTES 29 SECONDS WEST A DISTANCE OF 2,630.98 FEET, SAID LINE BEING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, AND SAID LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE ALONG SAID EAST LINE OF SAID NORTHEAST QUARTER, SOUTH 00 DEGREES 24 MINUTES 29 SECONDS WEST A DISTANCE OF 730.27 FEET TO A POINT;

THENCE NORTH 89 DEGREES 35 MINUTES 31 SECONDS WEST A DISTANCE OF 40.00 FEET TO A POINT ON THE EXISTING RIGHT-OF-

WAY LINE OF MILLER ROAD AS DESCRIBED IN THE MARICOPA COUNTY RECORDER'S (MCR) BOOK 11 OF ROAD MAPS, PAGE 42, SAID POINT ALSO BEING THE WEST DEED LINE OF ASSESSOR'S PARCEL NUMBER (APN) 504-26-014J AS RECORDED IN DEED NO. 2009-0283473 (MCR), SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 35 MINUTES 31 SECONDS WEST A DISTANCE OF 40.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 40.00 FEET DISTANT FROM SAID WEST RIGHT-OF-WAY LINE OF MILLER ROAD AND SAID WEST DEED LINE;

THENCE ALONG SAID PARALLEL LINE, NORTH 00 DEGREES 24 MINUTES 29 SECONDS EAST A DISTANCE OF 460.12 FEET TO A POINT ON THE NORTH DEED LINE OF SAID PARCEL NUMBER 504-26-014E;

THENCE ALONG SAID NORTH DEED LINE, SOUTH 89 DEGREES 42 MINUTES 28 SECONDS EAST A DISTANCE OF 40.00 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF MILLER ROAD AND WEST DEED LINE OF SAID PARCEL NUMBER 504-26-014J;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE AND SAID WEST DEED LINE, SOUTH 00 DEGREES 24 MINUTES 29 SECONDS WEST A DISTANCE OF 460.20 FEET TO THE POINT OF BEGINNING.

EXHIBIT B to Public Utilities Easement

Description and Depiction of Easement Area

[See following pages.]

EXHIBIT D

Form of Drainage Easement

WHEN RECORDED, RETURN TO:

City Clerk
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

EASEMENT AGREEMENT FOR DRAINAGE AND RETENTION

DATED AS OF: _____, 202__

PARTIES: EMRLAND LLLP, an Arizona limited liability limited partnership **("Grantor")**

CITY OF BUCKEYE, an Arizona municipal corporation **("City")**

RECITALS:

A. Grantor is the owner of that certain real property located in the City of Buckeye, Maricopa County, Arizona, legally described on Exhibit "A" attached hereto (the "**Property**").

B. Grantor and the City desire to establish a drainage and retention easement in, on, over, under, across and through that portion of the Property legally described and depicted on Exhibit "B" attached hereto (the **"Easement Area"**) and to grant easements for the construction and maintenance of certain drainage improvements within such Easement Area.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purposes set forth in the foregoing Recitals which are incorporated herein by reference, the parties agree as follows:

1. Grant of Drainage and Water Retention Easement. Grantor hereby grants to the City a perpetual easement (the **"Drainage Easement"**) in, on, over, under, across and through the Easement Area for purposes of construction, installation, use, maintenance, repair, replacement and operation of surface and subsurface storm water channels, culverts, retention/detention areas, headwalls, gutters, gabions and other drainage facilities and drains and all related facilities and equipment (collectively, the **"Drainage Improvements"**), and for purposes of drainage, diversion, acceptance of water, use and/or storage of flood, storm and other surface water and municipal well water, together with a perpetual easement for pedestrian and vehicular ingress and egress to and from the Easement Area. The purpose of the easements granted hereby is to provide drainage and retention for flood, storm and other surface water upon, over, across and through the Drainage Improvements constructed within the Easement Area. No buildings or structures or other above-ground improvements other than the Drainage Improvements shall be erected, constructed or placed within the Easement Area that would

impede the flow of water over, under or through the Easement Area or that would materially reduce the retention capacity of the Easement Area.

2. **Use of Easement Area and Drainage Easement**. The City, through its officers, employees and agents, shall have the right to enter upon the Easement Area in such a manner and at such times from the date hereof as may be reasonably necessary for the purpose of constructing, installing, repairing, replacing and maintaining thereon the Drainage Improvements and any necessary appurtenances, including such repairs, replacements and removals as may be from time to time required. The rights granted to the City in the exercise of its right to use the Drainage Easement shall include, without limitation, the right to remove plant growth, dirt and other materials from the Easement Area as may be reasonably necessary in connection with the construction, installation, operating and maintenance of the Drainage Improvements.

3. **No Obstructions**. Grantor hereby agrees not to block in any way, restrict or impede access to or from, or full use of, the Easement Area by the City; or convey to any third party any easement, or other interest or right of use of the Easement Area, that would impair or limit the easement rights granted to the City herein. Grantor hereby agrees that in the event of any encroachment upon the Drainage Easement or the Easement Area or the Drainage Improvements, the City shall have the right to require removal of such encroachment, and the same shall be accomplished within a reasonable period of time by Grantor, at Grantor's expense. Failure of the City to so exercise its right to require removal of any such encroachment shall neither constitute waiver of this right, nor preclude other remedies available to the City.

4. **Maintenance**. Grantor, at its sole cost and expense, shall maintain the Drainage Improvements in good condition and repair, including without limitation keeping all landscaping watered and in good condition, and in compliance with all private covenants, conditions, and restrictions in effect as of the date of this Agreement, and all current and future laws, rules, regulations, ordinances, orders and directives relating to drainage and the use of the Easement Area. In the event that Grantor fails to satisfy its maintenance obligations as set forth in this Section 4, the City shall have the right, but not the obligation, to perform such maintenance and to recover the cost therefrom from Grantor.

5. **Construction of Barriers**. No wall, fence or barrier other than those approved by the City from time to time shall be constructed or erected in the Easement Area that shall impair the use or exercise of any of the easements granted hereby, or the ingress, egress, access and movement of the City over the Easement Area.

6. **Remedies; Attorneys' Fees and Costs**. In addition to any other remedies available herein or at law or in equity, the parties shall have the right to maintain an action at law for actual damages sustained as a result of the breach of this Agreement (but specifically excluding exemplary, punitive, or consequential damages) and/or to enjoin or otherwise restrain any such breach, or continuing breaches thereafter. All costs and expenses incurred by the non-breaching party to seek damages from, or equitable relief against, a defaulting party as a result of breaches of this Agreement, together with the non-breaching party's reasonable attorneys' fees, expert witness fees, costs of tests and analyses, deposition and trial transcript costs and costs of court shall be assessed against, and paid by, the defaulting party.

7. **Runs with the Land**. The Drainage Easement is for the benefit of the City and burdens the Easement Area. The rights and obligations of this Agreement shall run with the land. The acceptance by any person or entity of any interest in the Easement Area, or any portion thereof, constitutes an agreement by such person or entity to perform all obligations imposed hereby and not to use, occupy or allow any use or occupancy of its property in a manner that would violate or breach any of the provisions of this Agreement.

8. **Successors and Assigns**. This Agreement and each of the terms, provisions, conditions and covenants herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors, agents, designees or assigns. No third party shall be entitled to enforce any term, covenant or condition of this Agreement, or have any rights hereunder.

9. **Amendment**. This Agreement may only be amended by a recorded document executed by the parties to this Agreement or their successors of record.

10. **Not a Partnership**. No term of this Agreement shall be deemed to create a partnership between Grantor or the City or their respective tenants or occupants, nor shall this Agreement cause any of them to be considered joint venturers.

11. **Counterparts**. This Agreement may be executed in any number of counterparts, all such counterparts will be deemed to constitute one and the same instrument, and each such counterpart will be deemed an original hereof. For purposes of recording, the signature and acknowledgment page(s) may be detached from one or more counterparts and reattached to a single duplicate original of this Agreement.

12. **Conflict of Interest**. This Agreement and the Easement are subject to, and may be terminated by the City, pursuant to the provisions of A.R.S. §38-511.

13. **Miscellaneous**. Time is of the essence of this Agreement and each and every provision hereof. The captions and headings of the various sections of this Agreement are for convenience and identification only and shall not be deemed to limit or to define the contents of the respective sections. Invalidation of any one of the covenants, conditions, restrictions or other provisions contained herein by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions or provisions hereof, and the same shall remain in full force and effect. This Agreement shall be construed according to its ordinary meaning and shall not be strictly construed for or against any party hereto. This Agreement has been executed in the State of Arizona and the laws of the State of Arizona shall govern its construction, performance and terms. The parties shall execute such further documents, and take such further actions, as may reasonably be required to carry out the provisions of this Agreement or any document or agreement relating hereto or entered into in connection herewith. Any modification or waiver of any term herein, including a modification or waiver of this term, must be in writing signed by the party or parties against which enforcement of the modification or waiver is sought. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and all prior and contemporaneous representations and understandings, written or oral, are hereby superseded and merged into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this **EASEMENT AGREEMENT FOR DRAINAGE AND RETENTION** as of the date set forth above.

GRANTOR

EMRLAND LLLP, an Arizona limited liability limited partnership

By: _____
Name: _____
Title: _____

STATE OF ARIZONA
COUNTY OF MARICOPA

On this _____ day of _____, 202__, before me personally appeared _____, the _____ of Emrland LLLP, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed this Easement Agreement for Drainage and Retention, consisting of _____ pages, including this page and all exhibits, on behalf of the corporation.
.

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

(Seal and Expiration Date)__

_____
Notary Public in and for the State of Arizona

[SIGNATURES CONTINUE ON NEXT PAGE]

CITY

CITY OF BUCKEYE, ARIZONA,
an Arizona municipal corporation

By: _____
Dan Cotterman, City Manager

ATTEST:

_____
Lucinda Aja, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument, Easement Agreement for Drainage and Retention, consisting of _____pages, including this page and all Exhibits, was acknowledged before me this _____ day of _____, 202__ by Dan Cotterman, the City Manager of the CITY OF BUCKEYE, Arizona, an Arizona municipal corporation, on behalf of the City.

_____
Notary Public

(Affix Notary Stamp Here)

EXHIBIT A to Drainage Easement

Legal Description of the Property

PARCEL NO. 1:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING SOUTH OF THE SOUTH LINE OF THE PARCEL OF LAND CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED IN RECORDING NO. 2003-1715529, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 19, MONUMENTED BY A BRASS CAP, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 19, MONUMENTED BY A BRASS CAP, BEARS AS A BASIS OF BEARINGS SOUTH 89 DEGREES 42 MINUTES 33 SECONDS EAST, A DISTANCE OF 2637.67 FEET;

THENCE SOUTH 00 DEGREES 08 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 110.02 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 42 MINUTES 33 SECONDS EAST ALONG A LINE PARALLEL TO AND 110.01 FEET SOUTHERLY OF THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 1616.19 FEET;

THENCE SOUTH 00 DEGREES 24 MINUTES 09 SECONDS WEST, A DISTANCE OF 160.00 FEET;

THENCE SOUTH 89 DEGREES 42 MINUTES 33 SECONDS EAST, ALONG A LINE PARALLEL TO AND 270.01 FEET SOUTHERLY OF THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 979.95 FEET;

THENCE SOUTH 00 DEGREES 24 MINUTES 09 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 40.00 FEET WESTERLY OF THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 55.00 FEET;

THENCE NORTH 89 DEGREES 42 MINUTES 33 SECONDS WEST, ALONG A LINE PARALLEL TO AND 325.01 FEET SOUTHERLY OF THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION

19, A DISTANCE OF 2594.63 FEET TO A POINT LYING ON THE WESTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19;

THENCE NORTH 00 DEGREES 08 MINUTES 00 SECONDS WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 215.01 FEET TO THE POINT OF BEGINNING; AND

EXCEPT ALL URANIUM, THORIUM OR ANY OTHER MATERIALS WHICH IS OR MAY BE DETERMINED BY LAW OF THE UNITED STATES OR OF THIS STATE, OR DECISIONS OF COURTS TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN THE PATENT TO SAID LAND.

PARCEL NO. 2:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY OF THE ROOSEVELT IRRIGATION DISTRICT MAIN CANAL;

EXCEPT THE EAST 40.00 FEET THEREOF; AND

EXCEPT A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 19 BEARS SOUTH 00 DEGREES 24 MINUTES 26 SECONDS WEST, A DISTANCE OF 2630.05 FEET;

THENCE SOUTH 00 DEGREES 24 MINUTES 26 SECONDS WEST ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 225.03 FEET;

THENCE NORTH 89 DEGREES 35 MINUTES 34 SECONDS WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 24 MINUTES 26 SECONDS WEST ALONG A LINE PARALLEL WITH AND 40.00 FEET WESTERLY OF THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 150.07 FEET;

THENCE SOUTH 88 DEGREES 35 MINUTES 55 SECONDS WEST, ALONG THE NORTHERLY LINE OF THE ROOSEVELT IRRIGATION DISTRICT CANAL, A DISTANCE OF 2569.85 FEET;

THENCE NORTH 00 DEGREES 08 MINUTES 02 SECONDS WEST, ALONG THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 150.04 FEET;

THENCE NORTH 88 DEGREES 35 MINUTES 55 SECONDS EAST, ALONG A LINE PARALLEL WITH AND 150.00 FEET NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE ROOSEVELT IRRIGATION DISTRICT CANAL, A DISTANCE OF 2571.27 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3:

A PARCEL OF LAND SITUATE IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 19, MONUMENTED BY A BRASS CAP, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 19, MONUMENTED BY A BRASS CAP IN A HANDHOLE BEARS AS A BASIS OR BEARINGS SOUTH 89 DEGREES 42 MINUTES 33 SECONDS EAST, A DISTANCE OF 2637.67 FEET;

THENCE SOUTH 00 DEGREES 08 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 260.02 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 42 MINUTES 33 SECONDS EAST, ALONG A LINE PARALLEL WITH AND 260.01 FEET SOUTHERLY OF THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 1615.29 FEET:

THENCE SOUTH 00 DEGREES 24 MINUTES 09 SECONDS WEST, A DISTANCE OF 10.00 FEET TO A LINE PARALLEL WITH AND 270.01 FEET SOUTHERLY OF THE NORTHERLY LINE OF THE NORTHEAST QUARTER OR SAID SECTION 19;

THENCE SOUTH 89 DEGREES 42 MINUTES 33 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 979.95 FEET TO A POINT ON A LINE PARALLEL WITH AND 40.00 FEET WESTERLY OF THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19;

THENCE SOUTH 00 DEGREES 24 MINUTES 09 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 55.00 FEET TO A LINE PARALLEL WITH AND 325.01 FEET SOUTHERLY OF THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19;

THENCE NORTH 89 DEGREES 42 MINUTES 33 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2594.63 FEET TO A POINT ON THE WESTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19;

THENCE NORTH 00 DEGREES 08 MINUTES 03 SECONDS WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING; AND

EXCEPT ALL URANIUM, THORIUM OR ANY OTHER MATERIALS WHICH IS OR MAY BE DETERMINED BY LAW OF THE UNITED STATES OR OF THIS STATE, OR DECISIONS OF COURTS TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN THE PATENT TO SAID LAND.;

EXCEPTING FROM THE FOREGOING THE FOLLOWING DESCRIBED PARCEL OF PROPERTY:

THAT PORTION OF THE PARCELS OF LAND DESCRIBED IN MARICOPA COUNTY RECORDER DOCUMENT # 2016-0801079 AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE FOUND AT THE NORTHEAST CORNER OF SAID SECTION 19 FROM WHICH THE TOWN OF BUCKEYE BRASS CAP IN HAND HOLD FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 19 BEARS SOUTH 00 DEGREES 24 MINUTES 29 SECONDS WEST A DISTANCE OF 2,630.98 FEET, SAID LINE BEING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, AND SAID LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE ALONG SAID EAST LINE OF SAID NORTHEAST QUARTER, SOUTH 00 DEGREES 24 MINUTES 29 SECONDS WEST A DISTANCE OF 730.27 FEET TO A POINT;

THENCE NORTH 89 DEGREES 35 MINUTES 31 SECONDS WEST A DISTANCE OF 40.00 FEET TO A POINT ON THE EXISTING RIGHT-OF-

WAY LINE OF MILLER ROAD AS DESCRIBED IN THE MARICOPA COUNTY RECORDER'S (MCR) BOOK 11 OF ROAD MAPS, PAGE 42, SAID POINT ALSO BEING THE WEST DEED LINE OF ASSESSOR'S PARCEL NUMBER (APN) 504-26-014J AS RECORDED IN DEED NO. 2009-0283473 (MCR), SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 35 MINUTES 31 SECONDS WEST A DISTANCE OF 40.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 40.00 FEET DISTANT FROM SAID WEST RIGHT-OF-WAY LINE OF MILLER ROAD AND SAID WEST DEED LINE;

THENCE ALONG SAID PARALLEL LINE, NORTH 00 DEGREES 24 MINUTES 29 SECONDS EAST A DISTANCE OF 460.12 FEET TO A POINT ON THE NORTH DEED LINE OF SAID PARCEL NUMBER 504-26-014E;

THENCE ALONG SAID NORTH DEED LINE, SOUTH 89 DEGREES 42 MINUTES 28 SECONDS EAST A DISTANCE OF 40.00 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF MILLER ROAD AND WEST DEED LINE OF SAID PARCEL NUMBER 504-26-014J;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE AND SAID WEST DEED LINE, SOUTH 00 DEGREES 24 MINUTES 29 SECONDS WEST A DISTANCE OF 460.20 FEET TO THE POINT OF BEGINNING.

EXHIBIT B to Drainage Easement

Legal Description and Depiction of Easement Area

See following page(s).

REAL ESTATE PURCHASE CONTRACT
(Right of Way)

The parties to this Real Estate Purchase Contract (the "**Contract**" or "**Agreement**") are Next Gen Universal VIII, LLC, an Arizona limited liability company (hereinafter "**Seller**"), and the City of Buckeye, Arizona, a municipal corporation organized under the laws of the State of Arizona (hereinafter "**Buyer**"). Seller agrees to sell and Buyer agrees to purchase certain real property ("**Property**") under the terms and conditions set forth below:

1. LEGAL DESCRIPTION.

The Property to be conveyed by Seller to Buyer under this Contract includes the following: (a) the land legally described and depicted in Exhibit 1, attached hereto and made a part hereof; (b) all rights and appurtenances pertaining to said land, including any right, title and interest of Seller in and to adjacent streets, roads, strips, gores, alleys and rights-of-way; (c) any and all structures, buildings, fixtures, facilities and other improvements situated on said land that are owned by Seller; and (d) all air rights, development rights, minerals and mineral rights, sand and gravel and oil and gas rights, wells, well sites, well equipment and well rights appurtenant to said land.

2. PURCHASE PRICE.

2.1 The total purchase price ("**Purchase Price**") to be paid by Buyer is Thirteen Thousand One Hundred Thirty-Nine and 00/100 Dollars ($13,139.00).

2.2 Upon the Opening of Escrow (as hereinafter defined), Buyer shall deposit with Escrow Agent the sum of Five Thousand and 00/100 Dollars ($5,000.00). The Earnest Money Deposit shall become nonrefundable to Buyer following the expiration of the Feasibility Period (unless Buyer shall have, prior to said date, exercised its right to terminate this Contract in accordance with the provisions of Paragraph 8 below), except in the event of a Seller default hereunder or as otherwise expressly provided herein. The Earnest Money Deposit shall be applied (and Buyer shall receive a credit in the amount of the Earnest Money Deposit) toward the payment of the Purchase Price.

2.3 The balance of the Purchase Price, Eight Thousand One Hundred Thirty-Nine and 00/100 Dollars ($8,139.00), plus or minus prorations and other adjustments as provided in this Contract, shall be due at Close of Escrow (as hereinafter defined) and shall be paid by Buyer in readily available funds to Escrow Agent, for and on behalf of Seller, at the Close of Escrow.

2.4 The Purchase Price stated herein is for a narrow strip of land for purposes of road expansion and should not be construed as affecting the fair market value of either the strip itself or the property to which it is contiguous.

3. ESCROW AGENT: ESCROW PROVISIONS.

Seller and Buyer hereby appoint PIONEER TITLE AGENCY, INC., Attn: Diana Olson, Senior Branch Manager, Pioneer Title Agency, 1626 N. Litchfield Rd., Goodyear, Arizona, diana.olson@ptaaz.com ("**Escrow Agent**"), as the escrow agent for the transaction contemplated by this Contract, with an escrow ("**Escrow**") to be opened as of the date of delivery of a fully executed original of this Contract to Escrow Agent, together with the Earnest Money Deposit (the "**Opening of Escrow**"). Escrow Agent, as the party designated as the person responsible for closing the transaction contemplated hereby within the meaning of Section 6045(a)(2)(A) of the Internal Revenue Code of 1986 ("**Code**"), shall file all necessary information, reports, returns and statements regarding this transaction as required by the Code, including, without limitation, any tax reports required pursuant to Section 6045 of the Code.

4. BROKERAGE COMMISSION.

Seller has not been represented by a real estate broker, agent or agency to market and sell the Property. Seller is solely responsible for any compensation due under or required by any brokerage or similar agreement, with respect to which Seller has been represented by a real estate broker, agent or agency, and hereby indemnifies Buyer against any claim for commission (including all costs and reasonable attorneys' fees expended in defending against such claim) arising from or related to the transaction set forth in this Contract. This indemnity shall survive termination of this Contract.

5. RISK OF LOSS.

Except as otherwise provided in this Contract, all risk of loss related to ownership and possession of the Property, including liability to third persons, shall be the responsibility of the Seller until the title and possession of the Property passes to the Buyer at Close of Escrow.

6. CLOSING COSTS AND PRORATIONS.

6.1 Buyer will pay all escrow fees and any recording fees related to the sale of the Property. Escrow Agent shall issue or cause to be issued a standard owner's policy of title insurance ("**Title Policy**") insuring marketable fee simple title to the Property in Buyer in the amount of the Purchase Price and naming Buyer as the insured. Buyer shall bear the cost of the Title Policy.

6.2 Ad valorem real estate taxes and assessments affecting the Property shall be prorated between the parties at and as of the Close of Escrow based on the latest available information; provided, however, if any portion of the Property is not separately assessed as of the Close of Escrow, real estate taxes with respect to that portion shall be prorated as of the Close of Escrow based on the square footage of that portion relative to the square footage of all other real property that is assessed with that portion, except that any taxes attributable to improvements will be allocated to the land upon which the improvements are located. If Seller receives a tax bill for the Property and for other land still owned by Seller after the Close of Escrow and before the Property is reflected on the tax records as a separate tax parcel or otherwise removed from the tax rolls, Seller shall promptly forward the tax bill affecting the Property to Buyer. Buyer shall forward Buyer's share of the tax bill to Seller no later than twenty (20) days before the tax bill is delinquent, and Seller shall cause the entire tax bill to be paid prior to delinquency. If Buyer fails to forward its share of any tax bill to

Seller then Seller shall have the right (but not the obligation) to advance Buyer's share in order to fully satisfy the tax bill delinquency and shall be entitled to immediate repayment of all amounts paid to or advanced to or on behalf of Buyer. If Seller fails to pay the tax bill prior to delinquency, the Buyer shall have the right (but not the obligation) to fully satisfy the entire tax bill and shall be entitled to immediate repayment of all amounts paid to or advanced to or on behalf of Seller. All amounts paid or advanced to or on behalf of either party pursuant to this Section 6.2 shall bear interest from the date paid or advanced until repaid in full at the rate of 16% per annum. The rights, obligations and liabilities set forth in this Section 6.2 shall survive the Close of Escrow.

6.3 All of the above-referenced costs that are the responsibility of Buyer shall be paid into Escrow on or before the Close of Escrow in addition to the Purchase Price. All costs that are the responsibility of Seller pursuant to Section 6.2 for tax prorations, if applicable, shall be paid from the proceeds of the sale of the Property to which Seller is entitled.

7. TITLE WARRANTY.

7.1. Escrow Agent shall, at Buyer's request and expense, provide, within ten (10) days of the date of this Contract, a commitment (the "**Commitment**") for the Title Policy, suitable to Buyer, and shall provide copies of all instruments shown by the Commitment as exceptions. At the Close of Escrow, Seller shall take all steps necessary to obtain the release of the Property from all mortgages, deeds of trust or other monetary liens of an ascertainable monetary amount encumbering the Property and that were due to the acts of Seller and not otherwise resulting from Buyer or third parties including, without limitation, any predecessor in interest to Seller ("**Seller Monetary Liens**").

7.2 Fee Simple absolute title to the Property shall be transferred by Seller to Buyer at the Close of Escrow by special warranty deed (the "**Deed**"), which shall include conveyance of all easements, mineral rights and other rights appurtenant thereto and all of Seller's right, title and interest in any public rights-of-way adjoining the Property and which shall be subject only to (a) current (non-delinquent) ad valorem real property taxes, assessments of record with the Maricopa County Recorder, improvement liens of record with the Maricopa County Recorder, and similar matters to be prorated between the parties at the Close of Escrow pursuant to Section 6; (b) the standard exceptions from the Commitment; (c) any matters that would be disclosed by an accurate ALTA Survey; and (d) the Permitted Exceptions (as defined below). Buyer is only obligated to accept title to the Property at Close of Escrow if Buyer, at its sole discretion, is otherwise satisfied with the condition of title as reflected in the Commitment and any investigation made by Buyer pursuant to Paragraph 8. Buyer shall have until the expiration of the Feasibility Period (as defined below) to file its objections to the condition of title. If Buyer shall not have notified Seller of Buyer's Title Objections within such time specified above, Buyer shall be deemed to have approved the condition of title of the Property as shown by the Commitment and elected to proceed toward the Close of Escrow. All matters that are either approved or deemed approved pursuant to this Section 7.2, together with the standard printed exceptions in the Commitment, shall be referred to as the "**Permitted Exceptions**."

8. INVESTIGATIONS.

Buyer shall have until ten (10) days prior to Close of Escrow ("**Feasibility Period**") to make such investigations of the Property as Buyer deems necessary to assure Buyer that the Property is suitable for Buyer's intended purposes and that no hazardous wastes or substance are located on or under the Property. Such right of investigation shall include, without limitation, the right to have made any surveys, architectural and engineering studies, environmental studies, soil borings and similar examinations, tests, studies and inspections of the Property as Buyer may deem necessary or appropriate (collectively, the "**Inspections**"). Buyer shall and does hereby agree to repair any damage to the Property and satisfy any liens placed upon he Property resulting from the Inspections and, to the extent permitted by law, to indemnify, defend, protect and hold harmless Seller from any and all liabilities, claims, losses, damages and expenses, including but not limited to court costs and reasonable attorneys' fees and any liens placed upon the Property, which may be incurred by Seller because of the Inspections, other than claims for diminution in value or other economic effects resulting from Buyer's discovery of existing hazardous materials or pollutants or other negative information regarding the Property or Buyer's election to terminate this Contract. Any provision of this Contract to the contrary notwithstanding, the indemnity by Buyer set forth in this Section shall survive Closing or any termination of this Contract. On or before the expiration of the Feasibility Period, Buyer may terminate this Contract for any reason whatsoever by submitting to Seller written notice of Buyer's desire to terminate this Contract. Buyer shall not be obligated to explain its reasons for terminating this Contract in such written notice to Seller. If Buyer elects to terminate this Contract, the Earnest Money Deposit shall be returned to Buyer and this Contract shall terminate and the parties shall thereafter be relieved from further liability hereunder, except with respect to any obligations which expressly survive the termination of this Contract.

9. EASEMENTS.

Seller shall execute and deliver into Escrow at the Close of Escrow, a Public Utilities Easement in the form attached hereto as Exhibit 2 and incorporated herein by reference ("**PUE Easement**").

10. FARM LEASE.

In the event the Property is encumbered by any farm or agricultural lease (a "**Farm Lease**"), the following provisions of this Section 10 shall apply to this Contract. After the lapse of the Feasibility Period, the Farm Lease may not be amended with respect to terms that would survive the Closing without the prior written consent of Buyer, which consent may be granted or withheld in Buyer's sole and absolute discretion. Seller shall deliver into Escrow, on or before the Close of Escrow, a termination notice to the tenant under the Farm Lease, terminating the Farm Lease with respect to the Property, which notice shall be delivered to Buyer upon Close of Escrow and which Buyer may elect to send to the tenant under the Farm Lease at any time after the Close of Escrow. Seller shall be responsible for all costs payable under the Farm Lease as a result of the termination thereof with respect to the Property.

11. SELLER'S REPRESENTATIONS. WARRANTIES. AND COVENANTS.

Seller warrants, represents, and covenants to Buyer that:

11.1 Seller has the full limited liability company right and authority to enter into

this Contract and consummate the transaction contemplated by this Contract. All requisite action has been and will be taken by and on behalf of Seller in connection with the entering into of this Contract, the instruments referenced herein and consummating the transaction contemplated hereby. The persons and/or entities signing this Contract on behalf of Seller are authorized to do so. Seller shall furnish to Buyer such documentation to evidence such authority as Buyer shall reasonably request.

11.2 This Contract and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of Seller, enforceable against Seller in accordance with their terms.

11.3 To Seller's actual knowledge: (i) neither the execution of this Contract nor the performance hereof by Seller will result in any breach or violation of the terms of any law, rule, ordinance, or regulation or of any decree, judgment or order to which Seller is a party now in effect from any court or governmental body; (ii) there are no consents, waivers, authorizations or approvals from any third party necessary to be obtained by Seller in order to carry out the transactions contemplated by this Contract; and (iii) the execution and delivery of this Contract and performance hereof by Seller will not conflict with, or result in a breach of, any of the terms, conditions or provisions of, or constitute a default under or result in the creation of any new, or the acceleration of any existing, lien, charge, or encumbrance upon the Property, or any indenture, mortgage, lease, agreement, or other instrument to which Seller is a party or by which Seller or any of its assets may be bound.

11.4 Except as reflected in the Commitment, there are no claims, actions, suits, or other proceedings pending or to Seller's actual knowledge threatened by any governmental department or agency or any other corporation, partnership, entity, or person whomsoever, nor any voluntary actions or proceedings contemplated by Seller, which in any manner or to any extent may detrimentally affect Buyer's right, title, or interest in and to the Property or the value of the Property or Seller's ability to perform Seller's obligations under this Contract.

11.5 Seller has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets; (v) admitted in writing Seller's inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.

11.6 To Seller's actual knowledge, Seller is not prohibited from consummating the transactions contemplated by this Contract by any law, regulation, agreement, instrument, restriction, order or judgment.

11.7 Other than this Contract and any Farm Lease, Seller has not entered, and shall not enter, into any contracts, options or other obligations or rights for the purchase or sale of the Property, nor has Seller entered into any currently binding leases, rights of occupancy or first refusals or options to purchase the Property.

11.8 Other than this Contract and any Farm Lease, there are no current licenses, agreements, leases, options, contracts or rights of purchase or first refusal, recorded or unrecorded, whatsoever currently affecting the Property. that were entered into by Seller.

Seller will not, without the prior written consent of Buyer, consent to or convey any interest in the Property, and Seller will not consent to or subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights-of-way or similar matters after the date of this Contract, which will not be eliminated on or prior to the Closing Date. While this Contract remains in effect, Seller shall not, without the prior written consent of Buyer, request or consent to or cause to be issued a subdivision public report for all or any portion of the Property. Seller shall not, without the prior written consent of Buyer, consent to or cause to be executed any zoning or other entitlement applications for all or any portion of the Property.

11.9 The "actual knowledge" of Seller, as used in this Section 11, means the actual, present knowledge of **ADAM FELDMAN** as of the date of this Contract without any obligation of inquiry or investigation whatsoever. Such individual shall have no personal obligation or liabilities under this Contract and Buyer covenants that it shall not sue such individual. Notwithstanding anything to the contrary contained in this Contract, it is understood and agreed that all representations and warranties of the Seller set forth in this Contract shall survive the Closing of this Contract until the first anniversary of the Close of Escrow, and neither party shall have any liability of any kind whatsoever for any breach thereof except to the extent a claim is asserted by the filing of a legal proceeding against such party by such date, and in such event the survival period for the representations and warranties in question shall be tolled while such action is pending both at trial and on appeal and while any judgment arising from such action remains unsatisfied.

Except for the express representations and warranties of Seller set forth in this Section 11 (or as expressly provided in any documents to be delivered at Close of Escrow). Seller is selling the Property "AS-IS" "WHERE-IS" with all faults and makes no representation or warranty as to the condition of the Property or the suitability of the Property for Buyers intended use. Buyer is making its own independent investigation of the Property and except for Seller's representations and warranties set forth in this Contract, is not relying on any representation and warranty of Seller. This paragraph shall survive the Close of Escrow and delivery of the Deed.

12. CLOSE OF ESCROW.

12.1 The closing of the Escrow shall occur on the earlier of: (a) **twenty (20)** days from the Opening of Escrow, and (b) Tuesday, **February 20, 2024** ("**Close of Escrow**" or "**Closing**"). The Close of Escrow will be at the offices of the Escrow Agent. At the Close of Escrow, both the title to and possession of the Property shall be transferred from Seller to Buyer. Any Seller Monetary Liens existing against the Property at the Close of Escrow shall be satisfied from the proceeds of the Purchase Price.

12.2 Buyer shall not be obligated to close hereunder unless each of the following conditions shall exist on the Close of Escrow:

(a) The Escrow Agent shall be prepared to issue (or be prepared to unconditionally commit to issue the Title Policy, subject to (i) matters created by Buyer, if any, and (ii) the Permitted Exceptions.

(b) Seller shall have provided to Escrow Agent evidence reasonably satisfactory to Escrow Agent that Seller has limited liability company authorization to sell the Property to Buyer in accordance with the terms of this Contract (as amended,

if applicable and to enter into, execute, deliver and perform this Contract such that Escrow Agent can deliver the Title Policy.

(c) Seller's representations and warranties made by Seller are true and correct in all material respects on and as of the Close of Escrow with the same force and effect as if made on and as of the Close of Escrow.

(d) Seller shall not to be in default hereunder.

(e) There shall have been no material adverse change m the physical condition of the Property.

The provisions of this Section 12.2 are for the sole benefit of Buyer and may be waived by Buyer in its discretion.

12.3 Seller shall not be obligated to close hereunder unless each of the following conditions shall exist on the Close of Escrow: (a Buyer's representations and warranties made by Buyer are true and correct in all material respects on and as of the Close of Escrow with the same force and effect as if made on and as of the Close of Escrow; (b) Buyer shall not to be in default hereunder; and (c) Escrow Agent is irrevocably committed to issue the Title Policy. The provisions of this Section 12.3 are for the sole benefit of Seller and may be waived by Seller in its discretion.

12.4 By the Close of Escrow, the following shall occur:

(a) Seller shall deliver to Buyer:

(i) the duly executed and acknowledged special warranty Deed;

(ii) To the extent required by applicable law, an Affidavit of Property Value, duly executed and appropriately acknowledged by Seller or its agent;

(iii) notice to the tenant under the Farm Lease terminating the Farm Lease with respect to the Property, if applicable;

(iv) an executed counterpart of a partial assignment from Seller to buyer of the landlord's rights under the Farm Lease with respect to the Property ("**Assignment of Lease**"), if applicable;

(v) [*reserved*];

(vi) an executed counterpart of the PUE Easement; and

(vii) such documents and instruments as required in Buyer's reasonable discretion to assign, transfer, convey and set over unto Buyer all water wells, well sites and well equipment located on the Property and all well registration rights for any wells located on the Property, if any.

(b) Buyer shall pay to Seller the Purchase Price as provided in Section 2.1, subject to the adjustments described in Section 6. In addition, on or prior to the scheduled Close of Escrow, Buyer shall execute and acknowledge (where appropriate) and deposit with Escrow Agent for delivery to Seller upon the Close of Escrow a counterpart of the Affidavit of Property Value (if applicable), executed counterparts of the Assignment of Lease (if applicable), and the Public Utilities Easement

(c) Seller shall execute and deliver to Buyer and the Escrow Agent an affidavit that evidences that Seller is exempt from the withholding requirements of Section 1445 of the Code.

(d) Seller and Buyer shall each deliver to the other such instruments, documents, or certificates (including certificates of public officials to the extent the same are reasonably available) as the other party or its counsel may reasonably request in order to attest to the organization and existence of such party, its authority to execute and deliver this Contract, and to effect the transactions herein contemplated, and attesting to the taking of all necessary action to authorize the herein contemplated transactions.

(e) Seller shall execute and deliver to Buyer such other documents, instruments, or agreements which Seller may be required to deliver to Buyer pursuant to the provisions of this Contract or which may be necessary to consummate the transactions contemplated by this Contract.

(f) Buyer shall execute and deliver to Seller such other documents, instruments, or agreements which Buyer may be required to deliver to Seller pursuant to the provisions of this Contract or which may be necessary to consummate the transactions contemplated by this Contract.

13. USE OF SUBJECT PROPERTY.

Seller shall have the exclusive right to use the Property until Close of Escrow. Seller agrees to maintain the Property through Close of Escrow in the same condition the Property exists at the execution of this Contract. Seller shall not remove any fixtures or improvements from the Property unless otherwise agreed to by Buyer in writing. From and after the date hereof, Seller, unless otherwise agreed to in writing by Buyer, will refrain from (a) performing any construction upon or about the Property; (b) creating or incurring, or suffering to exist any private sewer or water agreement, improvement district, community facilities district, lease, occupancy right, mortgage, lien, pledge or other encumbrances in any way affecting the Property, other than those released on or before the Close of Escrow; (c) forming any association or district; (d) amending any exception shown in the Commitment; and (e) except as may arise or result from the activities of Buyer on or relating to the Property, Seller will observe all laws, ordinances, regulations and restrictions materially affecting the Property and its use, and will pay taxes on the Property not later than the Close of Escrow for the period preceding the Close of Escrow.

14. RIGHT TO ENCUMBER.

The Property is to be free and clear of all Seller Monetary Liens not. Seller shall not voluntarily encumber the Property after execution of this Contract. While this Contract is not terminated, Seller agrees that all Seller Monetary Liens existing against the Property at Close of Escrow shall be satisfied from the proceeds of the sale to the extent necessary to obtain the release of the Property from any such Seller Monetary Liens.

15. ASSIGNABILITY.

Neither Seller nor Buyer may assign any of its rights or obligations under this Contract without the other party's advance written consent. This Contract shall be binding upon Seller

and Buyer and their respective successors and assigns.

16. DEFAULT.

16.1 Seller's Failure to Close. If Seller fails to Close, and provided that Buyer is not then in breach or default of its obligations hereunder, then Buyer, at Buyer's option, shall be entitled to (i) seek specific performance of Seller's obligations hereunder; (ii) terminate this Contract by written notice to Seller and Escrow Agent, in which event the Earnest Money Deposit, accrued interest and all other sums previously deposited by Buyer with Escrow Agent or which were paid to Seller on account of this Contract shall be returned to Buyer, and Buyer may pursue any claim for its actual damages not to exceed $5,000.00; or (iii) waive such breach and proceed to Closing; provided, however, any action for specific performance must be filed within sixty (60) days of when the Closing would have occurred in the absence of such default, and in the event Buyer fails to file such specific performance claim. Buyer shall be deemed to have elected option (ii) of the foregoing sentence. Notwithstanding any such termination, Buyer shall have the continuing right to enforce any surviving obligations provided for in this Contract.

16.2 Default by Buyer. If Buyer fails to complete the acquisition of the Property as herein provided, and provided that Seller is not then in breach or default hereunder, Seller as its remedy for Buyer's failure to close this transaction shall be entitled to terminate this Contract by written notice to Buyer, in which event Seller shall be entitled to receive the Earnest Money Deposit as liquidated damages for Buyer's failure to close this transaction, and this Contract shall terminate. Payment to Seller of the Earnest Money Deposit shall terminate all of Seller's rights and remedies at law or in equity against Buyer with respect to this transaction for Buyer's failure to close this transaction. The parties hereby agree that the amount of the Earnest Money Deposit shall be and constitutes liquidated damages for Buyer's failure to close this transaction, Buyer and Seller acknowledging and agreeing that it is difficult or impossible to determine the actual damages Seller would suffer from Buyer's failure to close this transaction and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable. Notwithstanding any such termination for Buyer's failure to close this transaction, Seller shall have the continuing right to enforce any surviving obligations provided for in this Contract.

16.3 Notwithstanding anything in this Contract to the contrary, no party shall ever be in default hereunder unless such breaching party first receives written notice of default from the non-defaulting party hereunder, stating with specificity the purported default or events of default, and thereafter the defaulting party fails to cure such breach to the reasonable satisfaction of the non-defaulting party within three (3) business days of the defaulting party's receipt of such written notice of default.

16.4 The breaching party shall be responsible to pay all escrow costs and fees related to this Contract.

17. ATTORNEYS' FEES.

In the event of any action at law or in equity between Seller and Buyer to enforce any of the provisions and/or rights under this Contract or on account of a breach of any term or provision hereof, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred therein by such

prevailing party, including any such costs and expenses incurred in any appeal, and if such prevailing party shall recover judgment in any action or proceeding, such costs, expenses and fees shall be included in and as a part of such judgment. As used herein, the term "prevailing party" shall be the party to such litigation which receives, whether by settlement or judgment, substantially the relief prayed for in such litigation. This provision shall survive the Close of Escrow or any termination of this Contract.

18. SUPERSEDING AGREEMENT.

This Contract constitutes the entire contract of the parties relating to the Property, the Public Utilities Easement, and the subject matter hereof, and the parties agree that the terms of this Contract shall supersede all previous oral and written contracts between them regarding the foregoing.

19. AMENDMENT; WAIVER; ENTIRE AGREEMENT.

No change or modification of this Contract shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Contract shall be binding unless in writing and signed by the party against who it is sought to be enforced. This Contract contains the entire agreement between the parties relating to the purchase and sale of the Property. All prior negotiations between the parties are merged in this Contract, and there are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as herein set forth.

20. ARIZONA LAW.

Seller and Buyer both acknowledge that this Contract is executed in Maricopa County, Arizona, and relates to property located in Maricopa County, Arizona. Should legal action be necessary to enforce the terms of this Contract, all parties agree that the laws of the State of Arizona shall apply. All parties agree that the proper venue for any lawsuit shall be Maricopa County, Arizona.

21. AMBIGUITY.

This Contract was drafted by the City with the assistance of its attorneys. Neither the City nor its attorneys have rendered legal or other advice to Seller regarding the sale of the Property or the specific terms of this Contract. Seller is aware of its right to obtain independent professional and/or legal assistance with this Contract and, upon signing of the Contract, represents that it has taken all steps they deem necessary (including but not limited to, seeking the advice of professionals and/or attorneys) to assist them with this transaction. Consequently, any ambiguity in this Contract shall not be construed against either party.

22. CONFLICT OF INTEREST.

Seller recognizes that Buyer is an Arizona municipal corporation. Pursuant to A.R.S. § 38-511, Buyer may cancel this Contract within three (3) years after its execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of Buyer is, at any time while the Contract or any extension thereof is in effect, an employee or agent of Seller in any capacity or a consultant to Seller with respect to the subject matter of this Contract. Notice of any such cancellation shall be given by Buyer to Seller with respect to the subject matter of this Contract.

Notice of any such cancellation shall be given by Buyer to Seller pursuant to the terms of A.RS. § 38-511. Should cancellation occur under this provision, Seller shall return to Buyer all moneys paid by Buyer under this Contract and buyer shall deed back the Property and any easements granted herein shall be terminated by Buyer. Additionally, Seller shall be responsible for payment of all escrow fees in connection with such reconveyance.

23. AUTHORITY TO EXECUTE.

Seller and Buyer both acknowledge that the persons whose signatures appear below have appropriate authority to execute this Contract on behalf of Seller and Buyer.

24. FURTHER ASSURANCES.

Each of the parties hereto undertakes and agrees to execute and deliver such documents, writings and further assurances as may reasonably be required to carry out the intent and purpose of this Contract, which obligation shall survive the Closing.

25. DATES AND TIMES.

Time is of the essence of this Contract, including without limitation Section 12 hereof. For purposes of this Contract, "business days" shall mean Monday through Thursday, excluding federal and state holidays. If any date set forth in this Contract for the delivery of any document or notice or the happening of any event (such as, for example, the expiration of the Feasibility Period or the Close of Escrow) should, under the terms hereof, fall on a day that is not a business day, then such date shall be automatically extended to the next succeeding business day. Deliveries or events occurring subsequent to 5:00 PM on a business day in the location of occurrence shall be deemed to have occurred on the next business day (e.g., notices due on a certain date must be received by 5:00 PM on such date).

26. EXCULPATION.

Each party agrees that there shall be absolutely no individual, personal liability on the part of the other party or any employee or agent of such other party with respect to any of the terms, covenants and conditions of this Contract.

27. LIABILITIES NOT ASSUMED.

Except as specifically set forth herein to the contrary, Buyer shall not, and shall not by virtue of the transactions set forth, be deemed to have assumed or agreed to pay, perform, or discharge any liabilities of the Seller, whether or not the same relate to the Property or were incurred in connection with the ownership, use, management, or operation thereof by Seller, or by any person acting through, or on behalf of, Seller.

28. NOTICES.

Notices required or permitted by this Contract shall be given in writing and personally delivered or sent by first class mail, postage prepaid to:

SELLER: Next Gen Universal VIII, LLC Attn: Adam Feldman 3335 E. Indian School, Ste 100 Phoenix AZ 85018	BUYER: City Manager City of Buckeye 530 E Monroe Ave Buckeye AZ 85326 With a copy to: City Attorney City of Buckeye 530 E Monroe Ave Buckeye AZ 85326

29. COUNTERPARTS.

This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which, together, shall constitute one and the same instrument. Facsimile signatures shall have the same force and effect as original signatures.

30. INTERNAL REVENUE CODE.

Seller agrees to comply with Section 1445 of the Code and to complete and deliver to Buyer a non-foreign affidavit on Escrow Agent's standard form.

31. RELATIONSHIP OF PARTIES.

The parties agree that their relationship is that of Seller and Buyer, and that nothing contained herein shall constitute either party as being the agent or legal representative of the other for any purpose whatsoever, nor shall this Contract be deemed to create any form of business organization between the parties hereto, nor is either party granted the right or authority to assume or create any obligation or responsibility on behalf of the other party, nor shall either party be in any way liable for any debt of the other.

32. AGREEMENT BINDING ONLY UPON EXECUTION.

The delivery of this Contract in unexecuted form by Buyer or Seller does not constitute either an agreement or an offer. This Contract shall become the binding agreement of the parties only upon the execution by both parties of this Contract or a counterpart thereof.

[signatures on following page]

SELLER:

NEXT GEN UNIVERSAL VIII, LLC,
an Arizona limited liability company

_____

Adam Feldman
Its: Authorized Agent of Next Gen Universal VIII, LLC

BUYER:

CITY OF BUCKEYE, ARIZONA,
an Arizona municipal corporation

_____

Dan Cotterman, City Manager

ATTEST:

_____

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____

K. Scott McCoy, City Attorney

EXHIBIT 1

(Right-of-Way legal description and depiction)

[*see* following page(s)]

Entellus
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602.244.2566
Fax 602.244.8947
Web www.entellus.com

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
APN 504-63-554
APN 504-63-555
MILLER ROAD – LOWER BUCKEYE ROAD TO DURANGO STREET
RIGHT OF WAY

That portion of the parcels of land described in Maricopa County Recorder Document # 2017-0958336 and located in the Southwest Quarter of Section 17, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the Southwest Corner of said Section 17 from which the Maricopa County Highway Department brass cap in hand hole found at the West Quarter Corner of said Section 17 bears North 00 degrees 15 minutes 27 seconds East a distance of 2,627.29 feet, said line being the West line of the Southwest Quarter of said Section 17, and said line being the basis of bearings for this description;

Thence along said West line of said Southwest Quarter, North 00 degrees 15 minutes 27 seconds East a distance of 985.01 feet to a point;

Thence South 89 degrees 44 minutes 33 seconds East a distance of 70.00 feet to a point on the existing east right-of-way line of Miller Road as defined on the "Minor Subdivision Plat for 25037 & 25043 W Watkins Street" as found in MCR Book 1360 of Maps, Page 33, and said point being the POINT OF BEGINNING;

Thence along said existing east right-of-way line, North 00 degrees 15 minutes 27 seconds East a distance of 245.42 feet to a point;

Thence continuing along said existing east right-of-way line, North 45 degrees 15 minutes 14 seconds East a distance of 7.07 feet to a point on a line parallel with and 75.00 feet distant from said West line;

Thence along said parallel line, South 00 degrees 15 minutes 27 seconds West a distance of 250.42 feet to a point on the south deed line of said parcel;

Thence along said south deed line, North 89 degrees 45 minutes 00 seconds West a distance of 5.00 feet to the POINT OF BEGINNING.

Entellus
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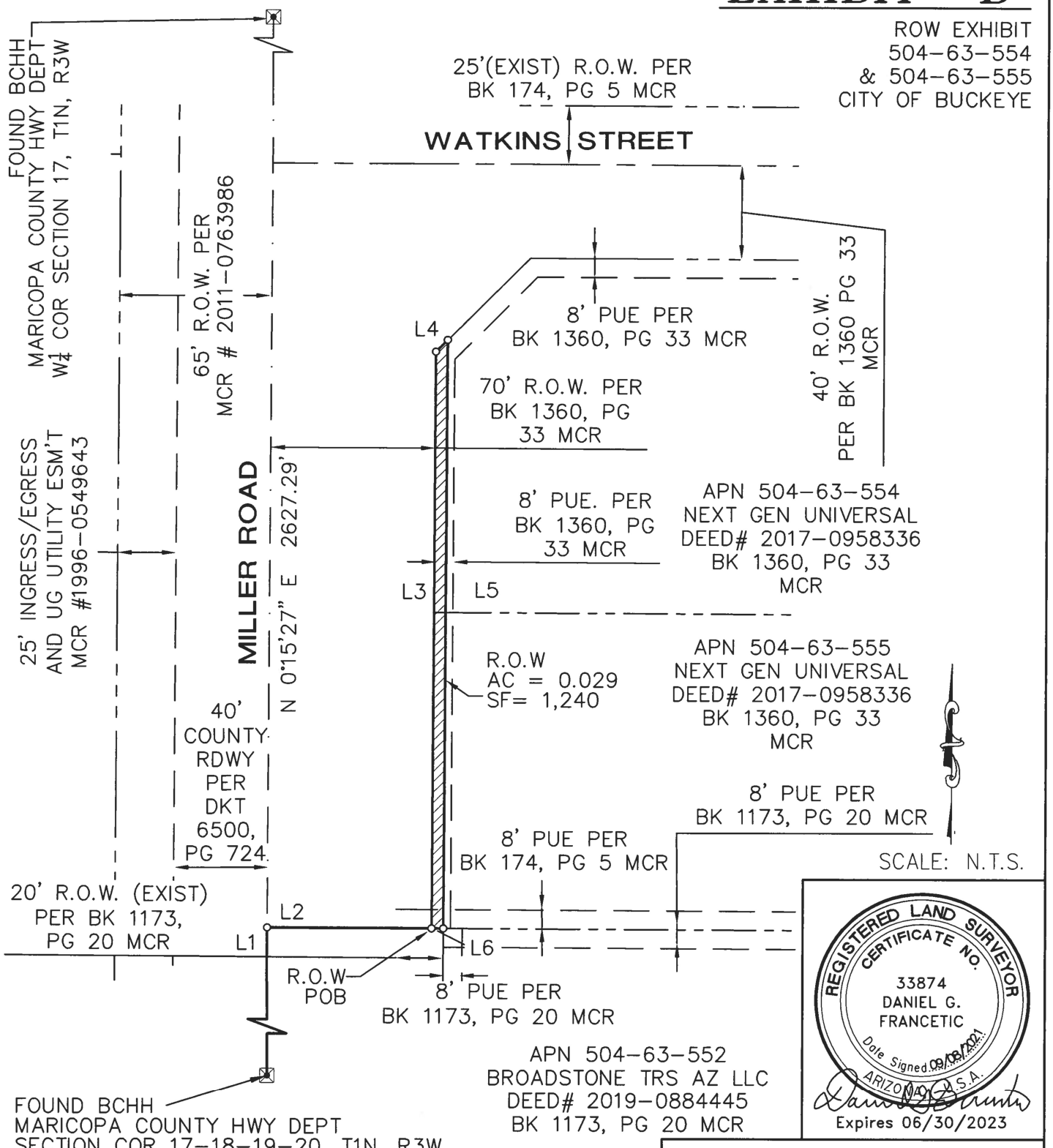
Phoenix, Arizona 85018
Tel 602.244.2566
Fax 602.244.8947
Web www.entellus.com

Containing an area of 1,240 SQUARE FEET or 0.028 ACRES, more or less.

See attached Exhibit "B"

EXHIBIT "B"

ROW EXHIBIT
504-63-554
& 504-63-555
CITY OF BUCKEYE



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 09/08/2021
ARIZONA U.S.A.
Expires 06/30/2023

LEGEND

RIGHT-OF-WAY

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 17 BEARING N 00°15'27" E

Entellus™
3033 N. 44th Street, Suite 250
Phoenix. AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

CITY OF BUCKEYE

APN 504-63-554 & 504-63-555

SECTION 17 T1N, R3W

RIGHT-OF-WAY EXHIBIT

DATE: 09/08/21	REV'D:	
DRAWN BY: AH	CHK'D: DGF	PG: 3 OF 4
FILE: 504-63-554_ROW.DWG		

APN 504-63-554 & 504-63-555

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N0° 15' 27"E	985.01'
L2	S89° 44' 33"E	70.00'
L3	N0° 15' 27"E	245.42'
L4	N45° 15' 14"E	7.07'
L5	S0° 15' 27"W	250.42'
L6	N89° 45' 00"W	5.00'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 09/08/2021
ARIZONA, U.S.A.
Expires 06/30/2023

LEGEND

RIGHT-OF-WAY

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 17 BEARING N 00°15'27" E

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CITY OF BUCKEYE

APN 504-63-554 & 504-63-555

SECTION 17 T1N, R3W

RIGHT-OF-WAY EXHIBIT

DATE: 09/08/21	REV'D:	
DRAWN BY: AH	CHK'D: DGF	PG: 4 OF 4
FILE: 504-63-554_ROW.DWG		

EXHIBIT 2

(form of Public Utilities Easement)

[*see* following page(s)]

When recorded return to:
City of Buckeye
ATTN: Lucinda J. Aja, City
Clerk 530 East Monroe Avenue
Buckeye, Arizona 85326

This Easement is exempt from recording fee and Affidavit of Property Value pursuant to A.R.S. § 11-1134(A)(2)

PUBLIC UTILITIES EASEMENT AGREEMENT

This Public Utilities Easement Agreement (this "***Agreement***") is made this _____ day of _____, 20___, by and between NEXT GEN UNIVERSAL VIII, LLC, an Arizona limited liability company ("***Grantor***"), and CITY OF BUCKEYE, ARIZONA, an Arizona municipal corporation ("***City***").

RECITALS:

A. Grantor is the owner of that certain tract or parcel of land located in Maricopa County, Arizona, legally described on **Exhibit A** attached hereto and incorporated herein by this reference (the ***"Grantor Property"***).

B. The City desires to obtain from Grantor and Grantor desires to grant to the City, in accordance with the terms of this Agreement, a public utilities easement for the purpose of installing, operating, maintaining and repairing public utilities and related improvements in, on, over, under, through, across and upon those portions of the Grantor Property more particularly described and depicted on **Exhibit B** attached hereto and incorporated herein by this reference (the ***"Easement Area"***).

NOW, THEREFORE, in consideration of the premises and promises contained herein, for the consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENTS:

1. Accuracy of the Recitals. The parties hereby acknowledge the accuracy of the Recitals, which are incorporated herein by this reference.

2. Grant of Easement. Grantor hereby grants and conveys to the City and its successors and assigns a perpetual, non-exclusive easement (the ***"Easement"***) in, on, over, under, through, across and upon the Easement Area to construct, install, access, maintain, repair, reconstruct, replace, remove, operate and use for utilities and facilities (including, but not limited to, for water, wastewater, gas, electric and City telecommunications purposes), pipes, conduit, cables, switching equipment, conductors, fiber optics, City communication and signal lines, transformers, vaults, manholes, fire hydrants and all related facilities, equipment and appurtenances to all of the foregoing (collectively, the ***"City Improvements"***), at such locations and elevations over, across, under and upon the Easement Area as the City may now or in the future deem convenient or necessary, together with an unrestricted right of vehicular and pedestrian ingress and egress to, from and across the Easement Area, for the purposes set forth in Paragraph 3 herein below. No buildings or structures or other above-ground improvements other than the City Improvements shall be erected, constructed or placed within the Easement Area that would interfere with the use of the Easement Area for the purposes set forth herein. Notwithstanding anything contained herein to the contrary, Grantor shall be permitted to construct driveway aisles, sidewalks, parking areas, landscaping and similar property improvements (collectively, "**Driveway and Parking Improvements**") over the Easement Area. Provided, however, that Grantor shall provide the City thirty (30) days' advance written notice of such proposed Driveway and Parking Improvements in the Easement Area and the parties shall reasonably cooperate to avoid disturbance and disruption of City Improvements to the extent reasonably practicable. Further, the City shall provide Grantor thirty (30) days' advance written notice of proposed City Improvements and the parties shall reasonably cooperate to avoid disturbance and disruption of Driveway and Parking Improvements to the extent reasonably practicable.

3. Use. The City, through its officers, employees and agents, shall have the right to enter upon the Easement Area in such a manner and at such times from the date hereof as may be reasonably necessary for the purpose of constructing, installing, repairing, replacing and maintaining thereon the City Improvements and any necessary appurtenances, including such repairs, replacements and paving as may be from time to time required. The rights granted to the City in the exercise of its right to use the Easement shall include, without limitation, the right to remove plant growth, dirt, paving and other materials from the Easement Area as may be reasonably necessary in connection with the construction, installation, operation and maintenance of the City Improvements. Subject to Paragraph 2 herein above, in exercising its rights hereunder, City will repair any damage to any Driveway and Parking Improvements caused by the City's direct and proximate intentional, or negligent, acts or omissions. The City will restore Driveway and Parking Improvement that were damaged to substantially the same condition immediately prior to such damage.

4. Improvements. Any improvements, including Driveway and Parking Improvements and City Improvements, constructed within the Easement Area shall be constructed in compliance with all applicable codes, ordinances and regulations. Grantor hereby agrees not to block in any way, restrict or impede access to or from, or full use of, the Easement Area by the City; or convey to a third party any easement, or other interest or right of use of the Easement Area, that would impair or limit the easement rights granted herein. Grantor hereby agrees that in the event of any encroachment upon the Easement or Easement Area caused directly by Grantor's actions, the City shall have the right to require removal of such encroachment, and same shall be

accomplished within a reasonable period of time by Grantor, at Grantor's expense. Failure of the City to so exercise its right to require removal of any such encroachment shall neither constitute waiver of this right, nor preclude other remedies available to the City. Notwithstanding the foregoing, and for the avoidance of any doubt, Driveway and Parking Improvements, as set forth herein, shall not be deemed to be an encroachment and shall be permitted.

5. Running With Land/Binding Effect. The easements hereby granted, the restrictions and obligations hereby imposed and the agreements herein contained shall all be easements, restrictions and covenants running with the land and shall inure to the benefit of and be binding upon, the parties hereto and their respective heirs, successors and assigns, including, but not limited to, all subsequent owners of the Grantor Property and all persons claiming under them. The covenants, easements, rights-of-way and conditions herein contained may be enforced by Grantor and the City, and any violation thereof may be restrained or enforced by any court of competent jurisdiction and/or damages may be awarded for any violation; provided, however that nothing herein shall be construed as meaning that damages are an adequate remedy in the event equitable relief is sought.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

7. Attorneys' Fees. In the event of the bringing of any action or suit by a party hereto against another party hereto by reason of any breach of any of the covenants or agreements on the part of the other party arising out of this Agreement, then, in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including reasonable attorneys' fees.

8. Notices. All notices and communications provided for herein or given in connection herewith (**"Notices"**) shall be in writing and may be (i) delivered in person, or (ii) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (iii) sent by a nationally recognized overnight courier service, or (iv) transmitted by electronic mail, provided that confirmation of the receipt of the same is noted upon transmission, and a counterpart of such notice is also delivered pursuant to one of the three manners specified above, to the address for the applicable party set forth below:

To Grantor:
Next Gen Universal VIII, LLC
3335 E. Indian School Road, Suite 100
Phoenix AZ 85018
Adam@helixaz.com

To City:

City of Buckeye
Attention: City Manager
530 East Monroe Avenue
Buckeye, Arizona 85326

With a copy to:
City of Buckeye
Attention: City Attorney
530 E Monroe Ave
Buckeye AZ 85326

or to such other addresses as any party may from time to time designate in writing and deliver in the manner set forth above. Notices shall become effective upon the earliest of the following (i) personal delivery by delivery service to the designated address of that party; (ii) two (2) business days after deposit in the United States mail addressed as set forth above; (iii) confirmation of receipt by the sender if given by facsimile, provided that receipt after 5:00 p.m. or on a weekend or legal holiday shall be deemed delivered on the next business day, or (iv) one (1) business day after deposit with an overnight courier as set forth above, addressed as required herein.

9. No Partnership or Joint Venture. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

10. Severability. If any term or provision of this agreement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Agreement shall not be affected thereby, and each of such remaining terms and provisions shall be valid and enforced to the extent permitted by law.

11. Governing Law. This Agreement shall be recorded in the office of the County Recorder of Maricopa County, Arizona. The Easement shall be construed, governed and enforced in accordance with the laws of the State of Arizona.

12. Counterparts. This instrument may be executed in one or more counterparts, each of which in the aggregate shall constitute one and the same instrument.

13. Indemnity. To the extent permitted by law, City shall indemnify, defend and hold harmless Grantor from and against all liabilities, claims, losses, damages and expenses, including but not limited to court costs and reasonable attorneys' fees and any valid liens placed upon the Property that are incurred by Grantor, by whomsoever brought or made by reason of or arising out of (i) any mishap, fire, casualty or nuisance occurring or made on the Easement Area or Grantor Property caused by City or City's employees, agents, contractors, or permittees, (ii) the use of the Easement Area by City or City's employees, agents, contractors, or permittees, or (iii) City's material breach of any of the terms or conditions of this Easement agreement, in the course of exercising the City's rights hereunder.

IN WITNESS WHEREOF, the parties have executed this Public Utilities Easement Agreement as of the date and year first written above.

NEXT GEN UNIVERSAL VIII, LLC, an Arizona limited liability company

By: _____
Adam Feldman
Its: _____
Authorized Agent

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this _____ day of _____, 20, before me personally appeared Adam Feldman, Authorized Agent of Next Gen Universal VIII, LLC, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed this Public Utilities Easement Agreement, consisting of _____ pages, including this page and all exhibits, on behalf of the company/corporation.

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

(Seal and Expiration Date)

_____
Notary Public

[*signatures continue on following page*]

CITY OF BUCKEYE, an Arizona municipal corporation

By:_____
Dan Cotterman, City Manager

ACCEPT:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this _____ day of _____, 20___, before me personally appeared Dan Cotterman, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed this Public Utilities Easement Agreement, consisting of _____ pages, including this page and all exhibits, on behalf of the City.

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

(Seal and Expiration Date)

EXHIBIT A to Public Utilities Easement

Legal Description of Grantor Property

Lots 1 and 2, MINOR SUBDIVISION PLAT FOR 25037 & 25043 W. WATKINS STREET, according to the plat of record in Book 1360 of Maps, Page 33, Official Records of Maricopa County, Arizona.

FST:fst 4411346

EXHIBIT B to Public Utilities Easement
Description and Depiction of Easement Area

[See following pages.]

Entellus
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602.244.2566
Fax 602.244.8947
Web www.entellus.com

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
APN 504-63-554
APN 504-63-555
MILLER ROAD – LOWER BUCKEYE ROAD TO DURANGO STREET
PUBLIC UTILITY EASEMENT

That portion of the parcels of land described in Maricopa County Recorder Document # 2017-0958336 and located in the Southwest Quarter of Section 17, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the Southwest Corner of said Section 17 from which the Maricopa County Highway Department brass cap in hand hole found at the West Quarter Corner of said Section 17 bears North 00 degrees 15 minutes 27 seconds East a distance of 2,627.29 feet, said line being the West line of the Southwest Quarter of said Section 17, and said line being the basis of bearings for this description;

Thence along said West line of said Southwest Quarter, North 00 degrees 15 minutes 27 seconds East a distance of 985.01 feet to a point;

Thence South 89 degrees 44 minutes 33 seconds East a distance of 78.00 feet to a point on a line parallel with and 78.00 feet distant from said West line, said point also being on the east line of an existing 8.00 foot public utility easement (PUE) as defined on the "Minor Subdivision Plat for 25037 & 25043 W Watkins Street" as found in MCR Book 1360 of Maps, Page 33, and said point being the POINT OF BEGINNING;

Thence along said parallel line and said east PUE line, North 00 degrees 15 minutes 27 seconds East a distance of 242.11 feet to a point;

Thence continuing along said east PUE line, North 45 degrees 15 minutes 14 seconds East a distance of 7.07 feet to a point on a line parallel with and 83.00 feet distant from said West line;

Thence along said parallel line, South 00 degrees 15 minutes 27 seconds West a distance of 247.11 feet to a point on the south deed line of said parcel;

Thence along said south deed line, North 89 degrees 45 minutes 00 seconds West a distance of 5.00 feet to the POINT OF BEGINNING.

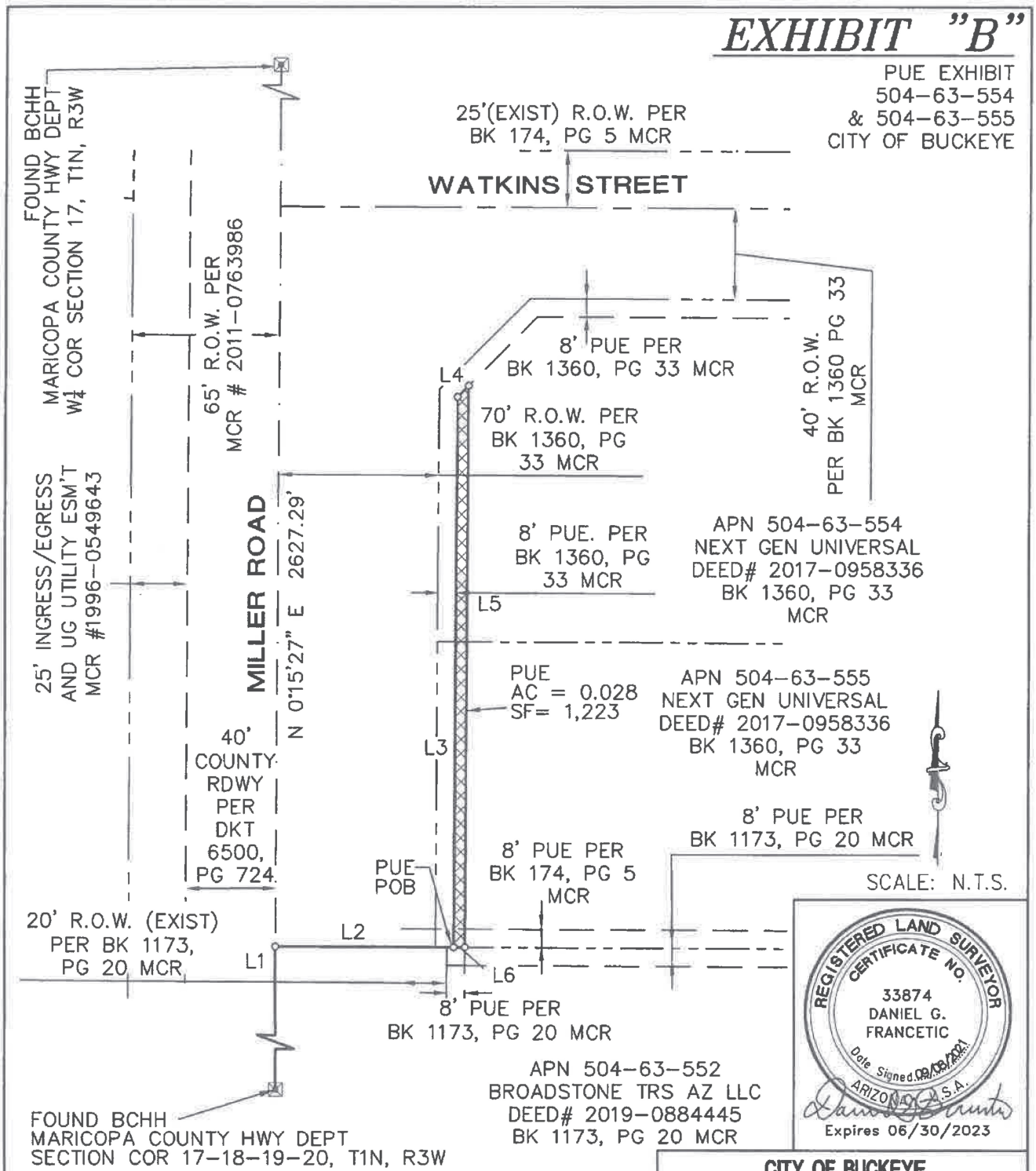
Entellus
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602.244.2566
Fax 602.244.8947
Web www.entellus.com

Containing an area of 1,223 SQUARE FEET or 0.028 ACRES, more or less.

See attached Exhibit "B"

EXHIBIT "B"

PUE EXHIBIT
504-63-554
& 504-63-555
CITY OF BUCKEYE



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 09/08/2021
ARIZONA U.S.A.
Expires 06/30/2023

LEGEND

PUBLIC UTILITY EASEMENT

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 17 BEARING N 00°15'27" E

Entellus™
3033 N. 44th Street, Suite 250
Phoenix. AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

CITY OF BUCKEYE

APN 504-63-554 & 504-63-555

SECTION 17 T1N, R3W

PUBLIC UTILITY EASEMENT EXHIBIT

DATE: 09/08/21	REV'D:	
DRAWN BY: AH	CHK'D: DGF	PG: 3 OF 4
FILE: 504-63-554_PUE.DWG		

APN 504-63-554 & 504-63-555

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N0° 15' 27"E	985.01'
L2	S89° 44' 33"E	78.00'
L3	N0° 15' 27"E	242.11'
L4	N45° 15' 14"E	7.07'
L5	S0° 15' 27"W	247.11'
L6	N89° 45' 00"W	5.00'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 09/08/2021
ARIZONA, U.S.A.

Expires 06/30/2023

LEGEND

PUBLIC UTILITY EASEMENT

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 17 BEARING N 00°15'27" E

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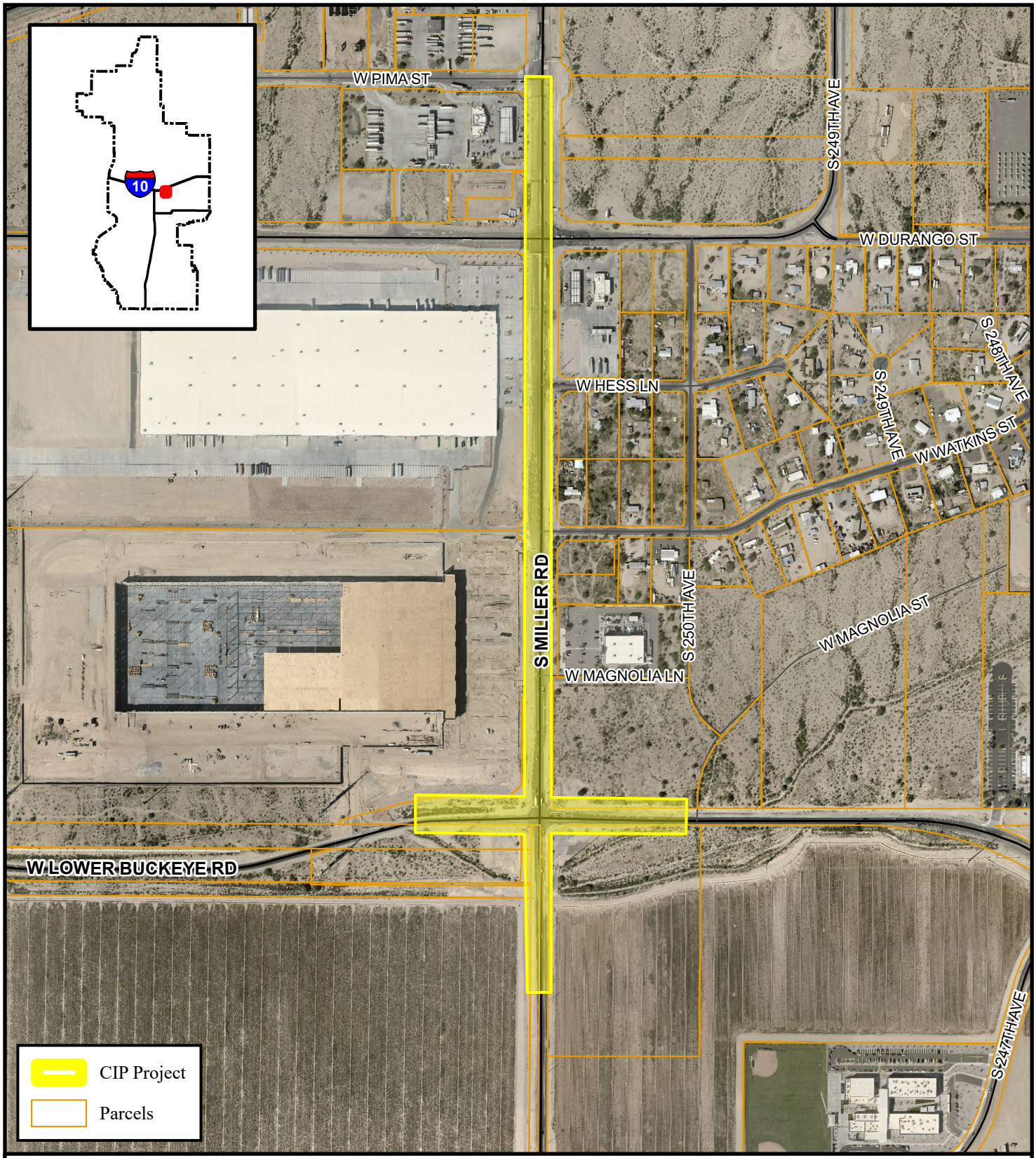
CITY OF BUCKEYE

APN 504-63-554 & 504-63-555

SECTION 17 T1N, R3W

PUBLIC UTILITY EASEMENT EXHIBIT

DATE: 09/08/21	REV'D:	
DRAWN BY: AH	CHK'D: DGF	PG: 4 OF 4
FILE: 504-63-554_PUE.DWG		



CIP 105260 Right of way for Miller Road Improvements from Lower Buckeye Road to Pima Street

BUCKEYE, AZ

While every effort has been made to ensure the accuracy of this information, the City of Buckeye makes no warranty, expressed or implied, as to its absolute accuracy and expressly disclaims liability for the accuracy thereof.

0 250 500 1,000 Feet

N

Date:

Document Name: CIP10

1340

REAL ESTATE PURCHASE CONTRACT
(Right-of-Way)

The parties to this Real Estate Purchase Contract (the "Contract") are Broadstone TRS Arizona, LLC, a New York limited liability company (hereinafter "Seller") and the City of Buckeye, Arizona, a municipal corporation organized under the laws of the State of Arizona (hereinafter "Buyer"), such Contract to be effective upon the last date of execution hereof by either Seller or Buyer (the "Effective Date"). Seller agrees to sell and Buyer agrees to purchase certain real property ("Property") under the terms and conditions set forth below:

1. LEGAL DESCRIPTION

Subject to the terms and conditions set forth herein, the Property to be conveyed by Seller to Buyer under this Contract includes the following: (a) the land legally described in Exhibit A and depicted in Exhibit B, respectively, each of which is attached hereto and made a part hereof; (b) all rights and appurtenances pertaining to said land, including any right, title and interest of Seller in and to adjacent streets, roads, strips, gores, alleys and rights-of-way, if any; (c) any and all structures, buildings, fixtures, facilities and other improvements situated on said land that are owned by Seller; and (d) all air rights, development rights, minerals and mineral rights, sand and gravel and oil and gas rights, wells, well sites, well equipment and well rights appurtenant to said land, if any.

2. PURCHASE PRICE

2.1 The total purchase price ("Purchase Price") to be paid by Buyer is **FOUR THOUSAND FOUR HUNDRED FOURTEEN AND 00/100 DOLLARS** (**$4,414.00**).

2.2 Upon the Opening of Escrow (as hereinafter defined), Buyer shall deposit with Escrow Agent the sum of **FIVE HUNDRED DOLLARS ($500.00)** (the "Earnest Money Deposit"). The Earnest Money Deposit shall become nonrefundable to Buyer following the expiration of the Feasibility Period (unless Buyer shall have, prior to said date, exercised its right to terminate this Contract in accordance with the provisions of Paragraph 8 below), except in the event of a Seller default hereunder or as otherwise expressly provided herein. The Earnest Money Deposit shall be applied (and Buyer shall receive a credit in the amount of the Earnest Money Deposit) toward the payment of the Purchase Price.

2.3 The balance of the Purchase Price, approximately **THREE THOUSAND NINE HUNDRED FOURTEEN AND 00/100 DOLLARS ($3,914.00)**, plus or minus prorations and other adjustments as provided in this Contract, shall be due at Close of Escrow (as hereinafter defined) and shall be paid by Buyer in readily available funds to Escrow Agent, for and on behalf of Seller, at the Close of Escrow.

2.4 The Purchase Price stated herein is for a narrow strip of land which has no independent market value and should not be construed as affecting the fair market value of either the strip itself or the property to which it is contiguous.

3. ESCROW AGENT; ESCROW PROVISIONS.

Seller and Buyer hereby appoint Pioneer Title Agency, Inc., (“Escrow Agent”) Attn: Diana Olson, as the escrow agent for the transaction contemplated by this Contract, with an escrow ("Escrow") to be opened as of the date of delivery of a fully executed original of this Contract to Escrow Agent, together with the Earnest Money Deposit (the “Opening of Escrow”). Escrow Agent, as the party designated as the person responsible for closing the transaction contemplated hereby within the meaning of Section 6045(a)(2)(A) of the Internal Revenue Code of 1986 ("Code"), shall file all necessary information, reports, returns and statements regarding this transaction as required by the Code, including, without limitation, any tax reports required pursuant to Section 6045 of the Code.

4. BROKERAGE COMMISSION

Seller has not been represented by a real estate broker, agent or agency to market and sell the Property. Seller is solely responsible for any compensation due under or required by any brokerage or similar agreement, with respect to which Seller has been represented by a real estate broker, agent or agency, and hereby indemnifies Buyer against any claim for commission (including all costs and reasonable attorneys’ fees expended in defending against such claim) arising from or related to the transaction set forth in this Contract. This indemnity shall survive termination of this Contract.

5. RISK OF LOSS

Except as otherwise provided in this Contract, all risk of loss related to ownership and possession of the Property, including liability to third persons, shall be the responsibility of the Seller until the title and possession of the Property passes to the Buyer at Close of Escrow.

6. CLOSING COSTS AND PRORATIONS

6.1 Buyer will pay all escrow fees related to the sale of the Property. Escrow Agent shall issue or cause to be issued a standard owner’s policy of title insurance ("Title Policy") insuring marketable fee simple title to the Property in Buyer in the amount of the Purchase Price and naming Buyer as the insured. Buyer shall bear the cost of the Title Policy. All other closing costs incurred under this Contract shall be Buyer’s responsibility, including any title commitment or search costs, and transfer taxes or other similar conveyance taxes, all recording costs, survey costs, and any other due diligence expenses incurred.

6.2 Ad valorem real estate taxes and assessments affecting the Property shall be prorated between the parties at and as of the Close of Escrow based on the latest available information; provided, however, if any portion of the Property is not separately assessed as of the Close of Escrow, real estate taxes with respect to that portion shall be prorated as of the Close of Escrow based on the square footage of that portion relative to the square footage of all other real property that is assessed with that portion, except that any taxes attributable to improvements will be allocated to the land upon which the improvements are located. If Seller receives a tax bill for the Property and for other land still owned by Seller after the Close of Escrow and before the

Property is reflected on the tax records as a separate tax parcel or otherwise removed from the tax rolls, Seller shall promptly forward the tax bill affecting the Property to Buyer. Buyer shall forward Buyer's share of the tax bill to Seller no later than ten (10) days before the tax bill is delinquent, and Seller shall cause the entire tax bill to be paid at least five (5) days prior to delinquency. If Buyer fails to forward its share of any tax bill to Seller, then Seller shall have the right (but not the obligation) to advance Buyer's share in order to fully satisfy the tax bill delinquency and shall be entitled to immediate repayment of all amounts paid to or advanced to or on behalf of Buyer. If Seller fails to pay the tax bill prior to delinquency, the Buyer shall have the right (but not the obligation) to fully satisfy the entire tax bill and shall be entitled to immediate repayment of all amounts paid to or advanced to or on behalf of Seller. All amounts paid or advanced to or on behalf of either party pursuant to this Section 6.2 shall bear interest from the date paid or advanced until repaid in full at the rate of 16% per annum. The rights, obligations and liabilities set forth in this Section 6.2 shall survive the Close of Escrow.

6.3 All of the above-referenced costs that are the responsibility of Buyer shall be paid into Escrow on or before the Close of Escrow in addition to the Purchase Price. All costs that are the responsibility of Seller as referenced above shall be paid from the proceeds of the sale of the Property to which Seller is entitled.

7. TITLE WARRANTY

7.1. Escrow Agent shall, at Buyer's request and expense, provide, within ten (10) days of the date of this Contract, a commitment (the "Commitment") for the Title Policy, suitable to Buyer, and shall provide copies of all instruments shown by the Commitment as exceptions. At the Close of Escrow, Seller shall take all commercially reasonable steps necessary to obtain the release of the Property from all mortgages, deeds of trust or other monetary liens encumbering the Property ("Monetary Liens").

7.2 Fee Simple absolute title to the Property shall be transferred by Seller to Buyer at the Close of Escrow by special warranty deed (the "Deed"), which shall include conveyance of all easements, mineral rights and other rights appurtenant thereto and all of Seller's right, title and interest in any public rights-of-way adjoining the Property, if any, and which shall be subject only to (a) current (non-delinquent) ad valorem real property taxes, assessments of record with the Maricopa County Recorder, improvement liens of record with the Maricopa County Recorder, and similar matters to be prorated between the parties at the Close of Escrow pursuant to Section 6; and (b) the Permitted Exceptions (as defined below). Buyer is only obligated to accept title to the Property at Close of Escrow if Buyer, at its sole discretion, is otherwise satisfied with the condition of title as reflected in the Commitment and any investigation made by Buyer pursuant to Paragraph 8. Buyer shall have until the expiration of the Feasibility Period (as defined below) to file its objections to the condition of title. If Buyer shall not have notified Seller of Buyer's Title Objections within such time specified above, Buyer shall be deemed to have approved the condition of title of the Property as shown by the Commitment and elected to proceed toward the Close of Escrow. All matters that are either approved or deemed approved pursuant to this Section 7.2, together with the standard printed exceptions in the Commitment, shall be referred to as the "Permitted Exceptions."

8. INVESTIGATIONS

Buyer shall have until ten (10) days prior to Close of Escrow ("Feasibility Period") to make such investigations of the Property as Buyer deems necessary to assure Buyer that the Property is suitable for Buyer's intended purposes and that no hazardous wastes or substances are located on or under the Property, which right of investigation shall include, without limitation, the right to have made any surveys, architectural and engineering studies, Phase I environmental studies, and similar examinations, tests, studies and inspections of the Property as Buyer may deem necessary or appropriate (collectively, the "Inspections"), provided that notwithstanding the foregoing or anything contained herein to the contrary, Buyer agrees that in conducting any such Inspections, Buyer and its agents and representatives will (i) not unreasonably interfere with the operation and maintenance of the Property; (ii) not damage any part of the Property or any personal property owned or held by any third party; (iii) not injure or otherwise cause bodily harm to Seller or its tenants, agents, invitees, contractors and employees; (iv) maintain commercial general liability insurance of $1,000,000.00 combined single limit for bodily injury, death, or property damage, covering any accident arising in connection with the presence of Buyer and its employees on the Property; (v) promptly pay when due the costs of all Inspections; (vi) not permit any liens to attach to the Property or any part thereof by reason of the exercise of Buyer's rights hereunder; (vii) not conduct any intrusive testing or soil borings (including, without limitation, any Phase II environmental tests) without Seller's prior written consent (which may be withheld in Seller's sole and absolute discretion), (viii) fully restore the Property to the condition in which the same were found before any such inspections or tests were undertaken; and (ix) notify Seller of its inspections at least 48 hours' prior to conducting any such Inspections or otherwise prior to any entry on the Property such that Seller and its agents and representatives may be present during any such Inspections. Buyer shall indemnify, defend, and hold Seller and the partners, shareholders, officers, directors, agents, employees, controlling persons and affiliates of Seller (individually, a "***Seller Party***" and collectively, the "***Seller Parties***") harmless from all losses, costs, liens, claims, causes of action, liability, damages and expenses, including, without limitation, reasonable attorneys' fees, incurred by any Seller Party as a result of any entry by Buyer (or its agents or representatives) onto the Property, including, without limitation, any damage to the Property or injury to persons resulting from entry upon or inspections, tests or investigations of the Property conducted by or on behalf of Buyer. Upon Seller's request, Buyer shall provide to Seller copies of tests, reports, and studies obtained by Buyer with respect to the Property. In the event this Contract is terminated for any reason, Buyer hereby agrees to promptly return to Seller all the due diligence information Seller provided to Buyer and (ii) provide Seller with a copy of any third party reports they have obtained in connection with this Contract if requested by Seller. Buyer shall and does hereby agree to repair any damage to the Property resulting from the Inspections. Any provision of this Contract to the contrary notwithstanding, the indemnity by Buyer set forth in this Section shall survive Closing or any termination of this Contract. On or before the expiration of the Feasibility Period, Buyer may terminate this Contract for any reason whatsoever by submitting to Seller written notice of Buyer's desire to terminate this Contract. Buyer shall not be obligated to explain its reasons for terminating this Contract in such written notice to Seller. If Buyer elects to terminate this Contract, the Earnest Money Deposit shall be returned to Buyer and this Contract shall terminate and the parties shall thereafter be relieved from further liability hereunder, except with respect to any obligations which expressly survive the termination of this Contract.

9. INTENTIONALLY OMITTED

10. CURATIVE WORK; APPROVALS; BUYER OBLIGATIONS

10.1. The parties hereby acknowledge that the Property comprises a portion of that certain real property owned by Seller and located at 2555 South Miller Road, Buckeye, Arizona, with a tax parcel identification number of 504-63-552 (the entirety of such property, "Seller's Land", and such portion of Seller's Land being retained by Seller, the "Retained Land").

10.2. Buyer hereby represents and warrants to Seller that (a) the conveyance of the Property to Buyer will not result in the violation of any local law, code, or ordinance, including, but not limited to, building, zoning, or land use codes or regulations (collectively, "**Laws**"), and (b) upon and after the conveyance of the Property at Closing, (i) the Retained Land will be in compliance with, and not in violation of, any Laws and (ii) no curative work will be necessary for any such compliance. In the event that it is determined that the conveyance of the Property to Buyer will result in the Retained Land being in violation of any Laws, then Buyer shall be solely responsible for all work and repairs necessary for the Retained Land to comply with any Laws, including, but not limited to, all costs and expenses related thereto. In addition, Buyer hereby expressly waives any and all violations of Laws resulting from the conveyance of the Property to Buyer. Buyer shall be solely responsible for any and all permits and approvals necessary for the conveyance of the Property from Seller to Buyer, including, but not limited to, any subdivision approvals necessary to subdivide the Property from the Retained Land.

10.3 Buyer hereby covenants to Seller that during the period of construction of any improvements by or on behalf of Buyer, there shall at all times be at least (1) lane of ingress and egress to and from the Retained Land such that Seller and its agents, tenants, employees, representatives, and invitees shall at all times have unrestricted access to the Retained Land.

The terms and conditions of this Section 10 shall survive Closing or the earlier termination of this Contract.

11. REPRESENTATIONS, WARRANTIES, AND COVENANTS

11.1. Seller makes no representations or warranties, express or implied, except those expressly contained or incorporated in this Contract. All of the representations and warranties of Seller contained in this Contract are made as of the Effective Date hereof, and as of the Closing Date, and shall merge with the Deed and shall not survive the Closing. Subject to the foregoing, Seller represents and warrants unto Buyer as of the date hereof, as follows:

A. Seller is a limited liability company organized under the laws of and in good standing with the State of New York and has the legal power, right and authority to enter into this Contract and the instruments referenced herein, and to consummate the transaction contemplated hereby.

B. All requisite action (corporate, trust, partnership or otherwise) has been taken by Seller in connection with entering into this Contract, the instruments referenced herein,

and the consummation of the transaction contemplated hereby. To Seller's knowledge, no consent of any partner, shareholder, trustee, trustor, beneficiary, creditor, investor, judicial or administrative body, governmental authority or other party is required for Seller to consummate the transaction contemplated by this Contract that hasn't otherwise been obtained.

C. The individual executing this Contract and the instruments referenced herein on behalf of Seller and the partners of Seller, if any, have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof.

D. Seller is not a "foreign person" as defined in §1445(f)(3) of the Internal Revenue Code and regulations promulgated thereunder, which Seller shall so certify at Closing.

12. CLOSE OF ESCROW

12.1 The closing of the Escrow shall occur on or before thirty (30) days from the Opening of Escrow ("Close of Escrow" or "Closing"). The Close of Escrow will be held via escrow whereby Escrow Agent shall be the recipient of all documents and funds and shall disburse the same pursuant to the terms of this Contract and a closing statement prepared by Escrow Agent and approved by the Buyer and Seller (the "Closing Statement"). At the Close of Escrow, both the title to and possession of the Property ("as-is, where-is") shall be transferred from Seller to Buyer. Any Monetary Liens existing against the Property at the Close of Escrow shall be satisfied from the proceeds of the Purchase Price.

12.2 Buyer shall not be obligated to close hereunder unless each of the following conditions shall exist on the Close of Escrow:

(a) The Escrow Agent shall be prepared to issue (or be prepared to unconditionally commit to issue) the Title Policy, subject to (i) matters created by Buyer, if any, and (ii) the Permitted Exceptions.

(b) Seller shall have provided to Buyer evidence reasonably satisfactory to Buyer and Escrow Agent that Seller has limited liability company authorization to sell the Property to Buyer in accordance with the terms of this Contract (as amended, if applicable) and to enter into, execute, deliver and perform this Contract, which evidence shall be in the form of Seller's standard closing certificate.

(c) Seller's representations and warranties made by Seller are true and correct in all material respects on and as of the Close of Escrow with the same force and effect as if made on and as of the Close of Escrow.

(d) Seller shall have performed all covenants and obligations and satisfied all conditions required by this Contract to be performed or satisfied by Seller on or before the Close of Escrow.

(e) There shall have been no material adverse change in the physical condition of the Property.

The provisions of this Section 12.2 are for the sole benefit of Buyer and may be waived by Buyer in its discretion.

12.3 Seller shall not be obligated to close hereunder unless each of the following conditions shall exist on the Close of Escrow: (a) Buyer's representations and warranties made by Buyer are true and correct in all material respects on and as of the Close of Escrow with the same force and effect as if made on and as of the Close of Escrow; (b) Buyer shall have performed all covenants and obligations and satisfied all conditions required by this Contract to be performed or satisfied by Buyer on or before the Close of Escrow; and (c) Escrow Agent is irrevocably committed to issue the Title Policy. The provisions of this Section 12.3 are for the sole benefit of Seller and may be waived by Seller in its discretion.

12.4 By the Close of Escrow, the following shall occur:

(a) Seller shall deliver to Buyer:

(i) the duly executed and acknowledged Deed.

(b) Buyer shall deliver to Seller:

(i) the Purchase Price as provided in Section 2.1, subject to any applicable prorations and adjustments provided for herein; and

(ii) an Affidavit of Property Value, to the extent required by applicable law, duly executed and appropriately acknowledged by Buyer or its agent; and

(c) Seller shall execute and deliver to Buyer and the Escrow Agent an affidavit that evidences that Seller is exempt from the withholding requirements of Section 1445 of the Code.

(d) Seller and Buyer shall each deliver to the other executed counterparts of the Closing Statement, and such other documents as may be reasonably required in order to consummate the transaction contemplated hereby.

13. USE OF SUBJECT PROPERTY

Seller shall have the exclusive right to use the Property until Close of Escrow. Seller agrees to maintain the Property through Close of Escrow in the same manner as on the Effective Date, reasonable wear and tear excepted. Seller shall not remove any fixtures or improvements from the Property unless otherwise agreed to by Buyer in writing. From and after the date hereof and until Close of Escrow or the earlier termination of this Contract, Seller, unless otherwise agreed to in writing by Buyer, will refrain from (a) performing any construction upon or about the Property; (b) creating or incurring, or suffering to exist any new private sewer or water Contract, improvement district, community facilities district, lease, occupancy right, mortgage, lien, pledge or other encumbrances in any way affecting the Property; and (c) forming any association or district.

14. RIGHT TO ENCUMBER

The Property is to be free and clear of all Monetary Liens not acceptable to Buyer at the time of transfer of title from Seller to Buyer. Seller shall not voluntarily encumber the Property after execution of this Contract. Seller agrees that all Monetary Liens existing against the Property at Close of Escrow shall be satisfied from the proceeds of the sale to the extent necessary to obtain the release of the Property from any such Monetary Liens.

15. ASSIGNABILITY

Neither Seller nor Buyer may assign any of its rights or obligations under this Contract without the other party's advance written consent. This Contract shall be binding upon Seller and Buyer and their respective successors and assigns.

16. DEFAULT

16.1 Seller's Failure to Close. If Seller fails to Close, and provided that Buyer is not then in breach or default of its obligations hereunder, then Buyer, at Buyer's option, and as Buyer's sole and exclusive remedy, shall be entitled to seek specific performance only for failure to cause the Property to be conveyed in accordance with the terms and provisions hereof (without any reduction in the Purchase Price); (ii) terminate this Contract by written notice to Seller and Escrow Agent, in which event the Earnest Money Deposit, accrued interest and all other sums previously deposited by Buyer with Escrow Agent or which were paid to Seller on account of this Contract shall be returned to Buyer. Notwithstanding any such termination, Buyer shall have the continuing right to enforce any surviving obligations provided for in this Contract. It is expressly understood and agreed that the remedy of specific performance shall not be available to enforce any other obligation of Seller hereunder other than a failure to cause the Property to be conveyed in accordance with the terms and provisions of this Contract. Buyer shall be deemed to have elected to terminate this Contract if Buyer fails to file suit for specific performance against Seller in a court having jurisdiction in the county and state in which the Property is located on or before thirty (30) days following the date upon which the Closing was to have occurred.

16.2 Default by Buyer: If Buyer shall be in default hereunder, and provided that Seller is not then in breach or default hereunder, Seller shall be entitled to terminate this Contract by written notice to Buyer, in which event (i) Seller shall be entitled to receive the Earnest Money Deposit and any accrued interest thereon as liquidated damages for Buyer's failure to close this transaction, and (ii) Buyer shall reimburse Seller for Seller's reasonable attorneys' fees and reasonable costs incurred in connection with this transaction, and this Contract shall terminate. Payment of the foregoing to Seller shall terminate all of Seller's rights and remedies at law or in equity against Buyer with respect the applicable default. The parties hereby agree that the amount of funds set forth in clause (i) and (ii) above shall be and constitute liquidated damages for Buyer's default, Buyer and Seller acknowledging and agreeing that it is difficult or impossible to determine the actual damages Seller would suffer from Buyer's default and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable. Notwithstanding any such termination, Seller shall have the continuing right to enforce any surviving obligations provided for in this Contract.

16.3 Notwithstanding anything in this Contract to the contrary, no party shall ever be in default hereunder unless such breaching party first receives written notice of default from the non-defaulting party hereunder, stating with specificity the purported default or events of default, and thereafter the defaulting party fails to cure such breach to the reasonable satisfaction of the non-defaulting party within three (3) business days of the defaulting party's receipt of such written notice of default

17. ATTORNEYS' FEES.

In the event of any action at law or in equity between Seller and Buyer to enforce any of the provisions and/or rights under this Contract or on account of a breach of any term or provision hereof, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred therein by such prevailing party, including any such costs and expenses incurred in any appeal, and if such prevailing party shall recover judgment in any action or proceeding, such costs, expenses and fees shall be included in and as a part of such judgment. As used herein, the term "prevailing party" shall be the party to such litigation which receives, whether by settlement or judgment, substantially the relief prayed for in such litigation. This provision shall survive the Close of Escrow or any termination of this Contract.

18. SUPERSEDING AGREEMENT

This Contract constitutes the entire contract of the parties relating to the Property and the parties agree that the terms of this Contract shall supersede all previous oral and written Contracts between them.

19. AMENDMENT; WAIVER; ENTIRE AGREEMENT

No change or modification of this Contract shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Contract shall be binding unless in writing and signed by the party against who it is sought to be enforced. This Contract contains the entire Contract between the parties relating to the purchase and sale of the Property. All prior negotiations between the parties are merged in this Contract, and there are no promises, Contracts, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as herein set forth.

20. ARIZONA LAW

Seller and Buyer both acknowledge that this Contract relates to property located in Maricopa County, Arizona. Should legal action be necessary to enforce the terms of this Contract, all parties agree that the laws of the State of Arizona shall apply. All parties agree that the proper venue for any lawsuit shall be Maricopa County, Arizona.

21. AMBIGUITY

This Contract was drafted by the City with the assistance of their attorneys. Neither the City nor its attorneys at the law firm of Gust Rosenfeld, P.L.C. have rendered legal or other advice to Seller regarding the sale of the Property or the specific terms of this Contract. Seller is aware of its right to obtain independent professional and/or legal assistance with this Contract and, upon signing of the Contract, represents that it has taken all steps they deem necessary (including but not limited to, seeking the advice of professionals and/or attorneys) to assist them with this transaction. Consequently, any ambiguity in this Contract shall not be construed against either party.

22. CONFLICT OF INTEREST

Seller recognizes that Buyer is an Arizona municipal corporation. Pursuant to A.R.S. § 38-511, Buyer may cancel this Contract within three (3) years after its execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of Buyer is, at any time while the Contract or any extension thereof is in effect, an employee or agent of Seller in any capacity or a consultant to Seller with respect to the subject matter of this Contract. Notice of any such cancellation shall be given by Buyer to Seller pursuant to the terms of A.R.S. § 38-511. Should cancellation occur under this provision, Seller shall return to Buyer all moneys paid by Buyer under this Contract.

23. AUTHORITY TO EXECUTE

Seller and Buyer both acknowledge that the persons whose signatures appear below have appropriate authority to execute this Contract on behalf of Seller and Buyer.

24. FURTHER ASSURANCES

Each of the parties hereto undertakes and agrees to execute and deliver such commercially reasonable documents, writings and further assurances as may reasonably be required to carry out the intent and purpose of this Agreement, which obligation shall survive the Closing.

25. DATES AND TIMES

Time is of the essence of this Contract. For purposes of this Contract, "**business days**" shall mean Monday through Thursday, excluding federal and state holidays. If any date set forth in this Contract for the delivery of any document or notice or the happening of any event (such as, for example, the expiration of the Feasibility Period or the Close of Escrow) should, under the terms hereof, fall on a day that is not a business day, then such date shall be automatically extended to the next succeeding business day. Deliveries or events occurring subsequent to 5:00 PM on a business day in the location of occurrence shall be deemed to have occurred on the next business day (e.g., notices due on a certain date must be received by 5:00 PM on such date).

26. EXCULPATION

Each party agrees that there shall be absolutely no personal liability on the part of the other party or any officer, employee or agent of such other party with respect to any of the terms, covenants and conditions of this Contract.

27. INTENTIONALLY OMITTED.

28. NOTICES

Notices required or permitted by this Contract shall be given in writing and personally delivered or sent by first class mail, postage prepaid to:

Seller:	Buyer:
Broadstone TRS Arizona, LLC Attn: Ann Rangel 800 Clinton Square Rochester, NY 14604	City Manager City of Buckeye 530 E. Monroe Ave Buckeye, Arizona 85326
With a copy to: Harter Secrest & Emery LLP 1600 Bausch & Lomb Place Rochester, NY 14604 Attn: Karianne M. Polimeni, Esq.	With a copy to: City Attorney City of Buckeye 530 E. Monroe Ave Buckeye, Arizona 85326

29. COUNTERPARTS

This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which, together, shall constitute one and the same instrument. Facsimile signatures shall have the same force and effect as original signatures.

30. INTERNAL REVENUE CODE

Seller agrees to complete and deliver to Buyer a non-foreign affidavit on Escrow Agent's standard form.

31. RELATIONSHIP OF PARTIES.

The parties agree that their relationship is that of Seller and Buyer, and that nothing contained herein shall constitute either party as being the agent or legal representative of the other for any purpose whatsoever, nor shall this Contract be deemed to create any form of business organization between the parties hereto, nor is either party granted the right or authority to assume or create any obligation or responsibility on behalf of the other party, nor shall either party be in any way liable for any debt of the other.

32. AGREEMENT BINDING ONLY UPON EXECUTION

The delivery of this Contract in unexecuted form by Buyer or Seller does not constitute either an agreement or an offer. This Contract shall become the binding Contract of the parties only upon the execution and delivery by both parties of this Contract or a counterpart thereof.

33. AS-IS, WAIVER AND RELEASE

As a material inducement to the execution and delivery of this Contract by Seller and the performance by Seller of its duties and obligations hereunder, Buyer does hereby acknowledge, represent, warrant and agree, to and with the Seller, that (i) Buyer is purchasing the Property in an "AS-IS" condition as of the Closing Date with respect to any facts, circumstances, conditions and defects, latent or patent; (ii) Seller has no obligation to repair or correct any such facts, circumstances, conditions or defects or compensate Buyer for same; (iii) by the Closing, Buyer shall have undertaken all such physical inspections and examinations of the Property as Buyer deems necessary or appropriate under the circumstances, and that based upon same, Buyer is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its agents and officers, and Buyer is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property; (iv) Seller is not making and has not made any warranty or representation with respect to all or any part of the Property (including, but not limited to, any matters contained in documents made available or delivered to Buyer in connection with this Contract as an inducement to Buyer to enter into this Contract and thereafter to purchase the Property or for any other purpose); and (v) by reason of all of the foregoing, Buyer shall assume the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the physical and financial condition of the Property, including without limitation the presence of any asbestos containing material, hazardous, toxic or radioactive waste, substance or materials in, on, under or about the Property, and Buyer hereby expressly and unconditionally waives and releases Seller and all of their parents, subsidiaries, affiliates and partnerships, and its and their respective officers, directors, shareholders, partners, agents and employees, and their respective successors, heirs and assigns and each of them (individually and collectively, the "***Released Parties***") from any and all rights and claims against Seller and/or the Released Parties with respect to the condition of the Property, including without limitation any rights of Buyer under the State or Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time, or similar laws. Buyer acknowledges and agrees that the foregoing waiver and release includes all rights and claims of Buyer against Seller pertaining to the condition of the Property, whether heretofore or now existing or hereafter arising, or which could, might, or may be claimed to exist, of whatever kind or nature, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as though fully set forth herein at length, which in any way arise out of, or are connected with, or relate to, the condition of the Property. The foregoing provisions shall survive the Closing Date and the consummation of the transaction contemplated by this Contract.

[Signature Pages Follow]

IN WITNESS WHEREOF, this instrument is executed by Buyer this 15th day of October, 2023.

BUYER:

CITY OF BUCKEYE, ARIZONA
an Arizona municipal corporation

By: _____
Its: City Manager

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

[ADDITIONAL SIGNATURES ON FOLLOWING PAGE]

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAALOEeT3TESvh4v8xKAaZ9H0UZQXxhRJwx

IN WITNESS WHEREOF, this instrument is executed by Seller this 11th day of October, 2023.

SELLER:

BROADSTONE TRS ARIZONA, LLC,
a New York limited liability company

By: BROADSTONE NET LEASE, LLC,
a New York limited liability company,
its sole member

By: BROADSTONE NET LEASE, INC.,
a Maryland corporation,
its managing member

By: _____
Name: Andrea Tompkins Wright
Title: SVP - Property Manager

EXHIBIT A

LEGAL DESCRIPTION FOR REAL PROPERTY
TO BE CONVEYED BY SELLER TO BUYER

[See following pages.]

Entellus
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602.244.2566
Fax 602.244.8947
Web www.entellus.com

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
APN 504-63-552
MILLER ROAD – LOWER BUCKEYE ROAD TO DURANGO STREET
RIGHT-OF-WAY

That portion of the parcels of land described in Maricopa County Recorder Document # 2019-0884445 and located in the Southwest Quarter of Section 17, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department brass cap in hand hole found at the Southwest Corner of said Section 17 from which the Maricopa County Highway Department brass cap in hand hole found at the West Quarter Corner of said Section 17 bears North 00 degrees 15 minutes 27 seconds East a distance of 2,627.29 feet, said line being the West line of the Southwest Quarter of said Section 17, and said line being the basis of bearings for this description;

Thence along said West line of said Southwest Quarter, North 00 degrees 15 minutes 27 seconds East a distance of 684.59 feet to a point;

Thence South 89 degrees 44 minutes 33 seconds East a distance of 55.00 feet to a point on the existing east right-of-way line of Miller Road, said point also being the northwest corner of the parcel described in MCR Document # 2021-0431317;

Thence continuing along said east right-of-way line, South 89 degrees 44 minutes 33 seconds East a distance of 20.00 feet to a point;

Thence continuing along said east right-of-way line, North 00 degrees 15 minutes 27 seconds East a distance of 20.00 feet to a point;

Thence South 44 degrees 44 minutes 33 seconds East a distance of 7.07 feet to a point on a line parallel with and 80.00 feet distant from said West line;

Thence along said parallel line, South 00 degrees 15 minutes 27 seconds West a distance of 15.00 feet to a point on the south deed line of said parcel of land described in MCR Document # 2019-0884445;

Thence along said south deed line, North 89 degrees 44 minutes 33 seconds West a distance of 5.00 feet to the POINT OF BEGINNING.

Containing an area of 87 SQUARE FEET or 0.002 ACRES, more or less.

See attached Exhibit "B"

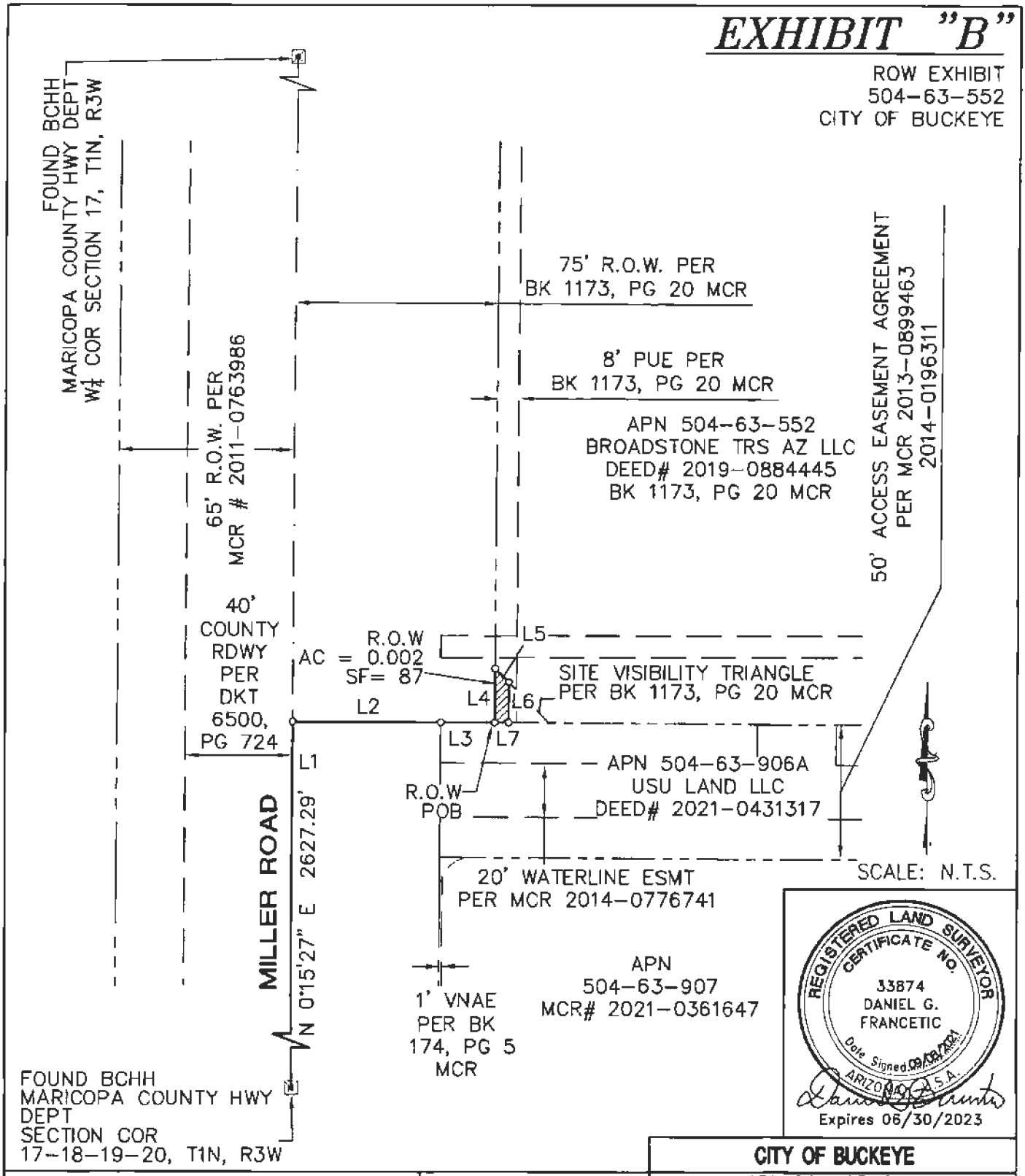
EXHIBIT B

DEPICTION OF REAL PROPERTY
TO BE CONVEYED BY SELLER TO BUYER

[See following page.]

EXHIBIT "B"

ROW EXHIBIT
504-63-552
CITY OF BUCKEYE



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 09/08/2021
ARIZONA U.S.A.
Expires 06/30/2023

LEGEND

RIGHT-OF-WAY

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 17 BEARING N 00°15'27" E

Entellus
3033 N. 44th Street, Suite 250
Phoenix, AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

CITY OF BUCKEYE
APN 504-63-552
SECTION 17 T1N, R3W
RIGHT-OF-WAY EXHIBIT

DATE: 09/08/21	REV'D:	
DRAWN BY: AH	CHK'D: DGF	PG: 2 OF 3
FILE: 504-63-552_ROW.DWG		

APN 504-63-552

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N0° 15' 27"E	684.59'
L2	S89° 44' 33"E	55.00'
L3	S89° 44' 33"E	20.00'
L4	N0° 15' 27"E	20.00'
L5	S44° 44' 33"E	7.07'
L6	S0° 15' 27"W	15.00'
L7	N89° 44' 33"W	5.00'

Expires 06/30/2023

LEGEND

RIGHT-OF-WAY

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 17 BEARING N 00°15'27" E

Entellus™
3033 N. 44th Street, Suite 250
Phoenix, AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

CITY OF BUCKEYE

APN 504-63-552

SECTION 17 T1N, R3W

RIGHT-OF-WAY EXHIBIT

DATE: 09/08/21	REV'D:	
DRAWN BY: AH	CHK'D: DGF	PG: 3 OF 3
FILE: 504-63-552_ROW.DWG		

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/06/24	**AGENDA ITEM:** 4.L. CC - Liquor License Application for Mikey's Mini Mart (Series 10 Wine and Beer Store)
DATE PREPARED: 02/05/24	**DISTRICT NO.:** 1
STAFF LIAISON: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349-6911	
DEPARTMENT: City Clerk	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the request for a new Series 10 Beer and Wine Store Liquor License (Application No. 275603) for Mikey's Mini Mart located at 210 West Baseline Road in Buckeye.

SUMMARY

PROJECT DESCRIPTION:
Mikey's Mini Mart is requesting approval for a new Beer and Wine Store Liquor License Application for their business located near East Baseline Road and 2nd Avenue West. This approval is being requested due to a change in ownership; therefore, a new Liquor License is needed. An application was previously submitted and approved by Council at the November 7, 2023 Regular Council Meeting. The application and public notice were legally posted and approved by staff. The business is located in the Buckeye Planning area and will pay Buckeye taxes. Title 4 of the Arizona Revised Statutes does not require the consideration of liquor licenses to be held in a public hearing or listed on the Non-Consent Agenda. Please note that one amendment is included in the original application incorporating the Local Governing Body Report and the Agent/Controlling Person Questionnaires.

BENEFITS:
The City will collect sales tax and revenue from liquor sales.

FINANCIAL IMPACT STATEMENT:
After Council action is taken, the application will be forwarded by the City Clerk's Office to the Arizona Department of Liquor Licenses and Control for final approval.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Mikey's Mini Mart #275603_Redacted.pdf
MikeysMiniMart_2_GIS_Map.pdf

Received in City of Buckeye City Clerk's Office 01.16.2024 at 4:18pm

State of Arizona
Department of Liquor Licenses and Control

Created 01/16/2024 @ 11:38:38 AM

Local Governing Body Report

LICENSE

Number:		Type:	010 BEER AND WINE STORE
Name:	MIKEY'S MINI MART		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	210 W BASELINE ROAD BUCKEYE, AZ 85326 USA		
Mailing Address:	[redacted] BUCKEYE, AZ 85326 USA		
Phone:	[redacted]		
Alt. Phone:			
Email:			

AGENT

Name:	SANR TOMA
Gender:	Male
Correspondence Address:	[redacted]
Phone:	
Alt. Phone:	
Email:	

OWNER

Name:	FSE BELEN LLC		
Contact Name:	SANR TOMA		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23578985	State of Incorporation:	AZ
Incorporation Date:	09/12/2023		
Correspondence Address:	[redacted] GLENDALE, AZ 85308 USA		
Phone:	[redacted]		
Alt. Phone:			
Email:			

Officers / Stockholders

Received in City of Buckeye City Clerk's Office 01.16.2024 at 4:18pm

Name:	Title:	% Interest:
WADE ALKHOURI	Mgr-Member	90.00
SANR TOMA	Manager-LLC	10.00

FSE BELEN LLC - Manager-LLC

Name: SANR TOMA
Gender: Male
Correspondence Address: [redacted]
BUCKEYE, AZ 85326
USA
Phone: [redacted]
Alt. Phone:
Email:

FSE BELEN LLC - Mgr-Member

Name: WADE ALKHOURI
Gender: Male
Correspondence Address: [redacted]
GLENDALE, AZ 85308
USA
Phone: [redacted]
Alt. Phone:
Email:

MANAGERS

Name: SANR TOMA
Gender: Male
Correspondence Address: [redacted]
BUCKEYE, AZ 85326
USA
Phone: [redacted]
Alt. Phone:
Email:

Received in City of Buckeye City Clerk's Office 01.16.2024 at 4:18pm

APPLICATION INFORMATION

Application Number: 275603
Application Type: New Application
Created Date: 01/05/2024

QUESTIONS & ANSWERS

010 Beer and Wine Store

1) Are you applying for an Interim Permit (INP)?
   Yes
   A Document of type INTERIM PERMIT (INP) NOTARY PAGE is required.
2) Provide name, address, and distance of nearest school.
   (If less than one (1) mile note footage)
   BUCKEYE ELEMENTARY 211 S SEVENTH ST BUCKEYE, AZ 85326 1 MILE
3) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   PROPERTY TENANT
4) Is there a penalty if lease is not fulfilled?
   No
5) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes
6) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   ZERO
7) Are there walk-up or drive-through windows on the premises?
   Yes
8) Does the establishment have a patio?
   No
9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   No

Received in City of Buckeye City Clerk's Office 01.16.2024 at 4:18pm

IP

State of Arizona
Department of Liquor Licenses and Control

Created 01/16/2024 @ 11:38:53 AM

Local Governing Body Report

LICENSE

Number:	INP070026586	Type:	INP INTERIM PERMIT
Name:	MIKEY'S MINI MART		
State:	Active		
Issue Date:	01/16/2024	Expiration Date:	04/30/2024
Original Issue Date:	01/16/2024		
Location:	[redacted] BUCKEYE, AZ 85326 USA		
Mailing Address:	[redacted] BUCKEYE, AZ 85326 USA		
Phone:	[redacted]		
Alt. Phone:			
Email:			

AGENT

Name:	SANR TOMA
Gender:	Male
Correspondence Address:	[redacted] GLENDALE, AZ 85308 USA
Phone:	[redacted]
Alt. Phone:	
Email:	

OWNER

Name:	FSE BELEN LLC		
Contact Name:	SANR TOMA		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23578985	State of Incorporation:	AZ
Incorporation Date:	09/12/2023		
Correspondence Address:	[redacted] GLENDALE, AZ 85308 USA		
Phone:	[redacted]		
Alt. Phone:			
Email:			

Officers / Stockholders

Received in City of Buckeye City Clerk's Office 01.16.2024 at 4:18pm

Name:	Title:	% Interest:
WADE ALKHOURI	Mgr-Member	90.00
SANR TOMA	Manager-LLC	10.00

FSE BELEN LLC - Manager-LLC

Name: SANR TOMA
Gender: Male
Correspondence Address: [redacted]
BUCKEYE, AZ 85326
USA
Phone: [redacted]
Alt. Phone:
Email:

FSE BELEN LLC - Mgr-Member

Name: WADE ALKHOURI
Gender: Male
Correspondence Address: [redacted]
GLENDALE, AZ 85308
USA
Phone: [redacted]
Alt. Phone:
Email:

MANAGERS

Name: SANR TOMA
Gender: Male
Correspondence Address: [redacted]
BUCKEYE, AZ 85326
USA
Phone: [redacted]
Alt. Phone:
Email:

Received in City of Buckeye City Clerk's Office 01.16.2024 at 4:18pm

APPLICATION INFORMATION

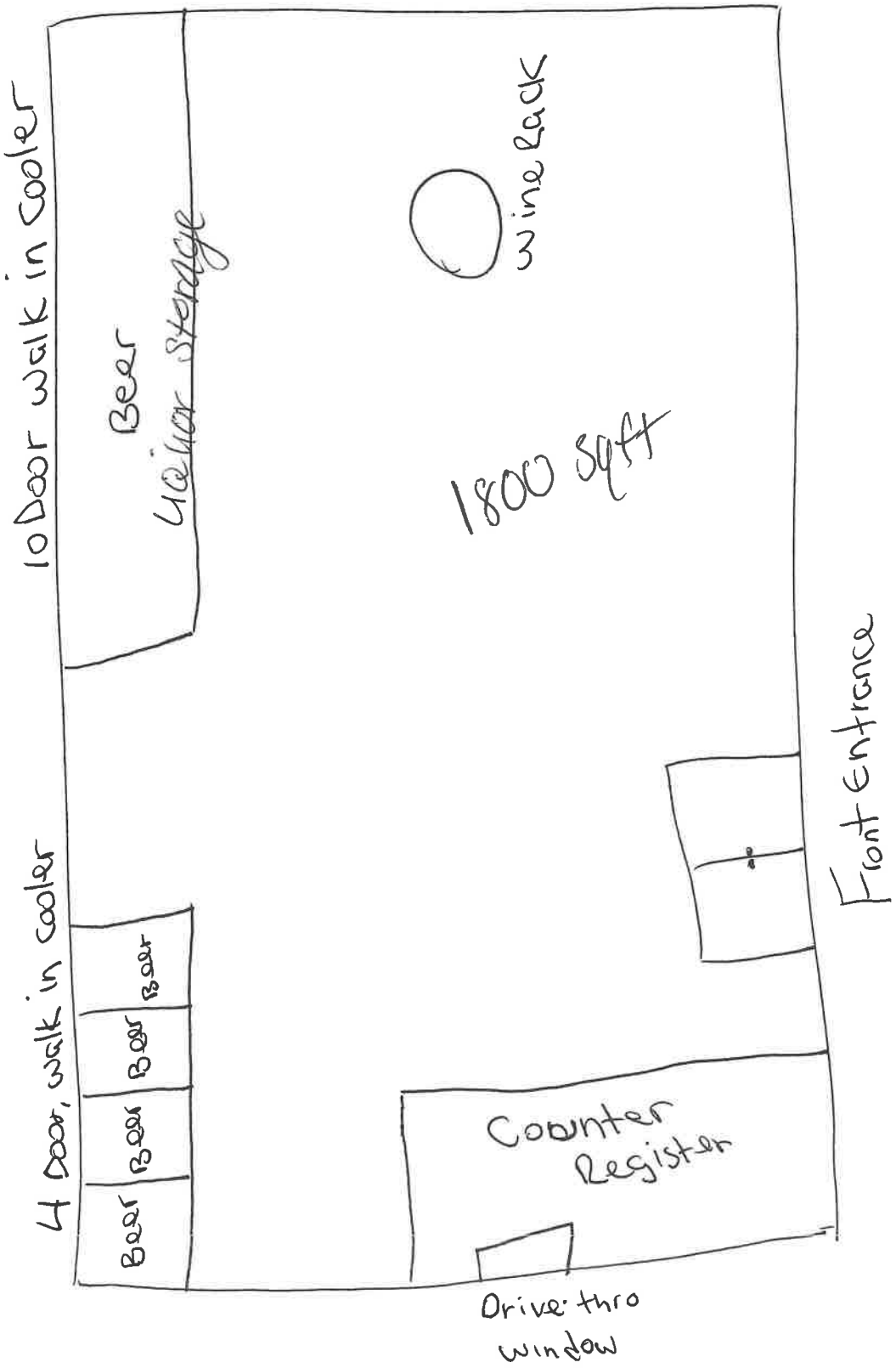
Application Number: 275604
Application Type: New Application
Created Date: 01/05/2024

QUESTIONS & ANSWERS

INP Interim Permit

1) Enter License Number currently at location
   10074524
2) Is the license currently in use?
   No
   How long has it been out of use?
   4 MONTHS
3) Will you please submit section 5, page 6, of the license application when you reach the upload page?
   Yes
   A Document of type INTERIM NOTARY PAGE is required.

Received in City of Buckeye City Clerk's Office 01.16.2024 at 4:18pm
'24 JAN 5 PM 3:05 AZDLLC



Received in City of Buckeye City Clerk's Office 01.16.2024 at 4:18pm
'24 JAN 5 PM 3:05 AZDLLC

LC:
Amount:

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	275603
Date Accepted:	01-16-2024
CSR:	SG

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

Type or Print with Black Ink

fp current 10/2/23

License Number:

ATTENTION APPLICANT: This is a legally binding document. 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 will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. **Check the Appropriate Box** → ☑ Agent ☐ Controlling Person

2. Name: Toma (Last) Sanr (First) (Middle) Birth Date: [redacted]

3. Social Security # [redacted] Drivers License #: [redacted] State Issued: AZ

4. Place of birth: Mosil (City) (State) IRAQ (COUNTRY) Height: 5'6 Weight: 200 Eyes: GRN Hair: Bald

5. Name of current/most recent spouse: Hanna (Last) Alexandra (First) (Middle) Birth Dat[redacted]

6. Are you a bonafide resident of Arizona? Yes ☑ No ☐ If yes, what is your date of residency? 9-13-2023

7. Daytime telephone number: [redacted] Email address [redacted]

8. Premises Name: Mikey's Mini Mart Business Phone: 623 328 0159

9. Premises Address: 210 W. ~~Buckeye~~ Baseline RD (Street (do not use PO Box)) Buckeye (City) AZ (State) Maricopa (County) 85326 (Zip)

Received in City of Buckeye City Clerk's Office 01.16.2024 at 4:18pm
'24 JAN 5 PM 3:05 AZDLLC

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. **(ATTACH ADDITIONAL SHEET IF NECESSARY)**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
12/2023	CURRENT	Agent/Convenit store	Mikey's Mini Mart 210 W. Baseline Rd. Buckeye AZ 85326
12/2022	9/2023	Mdnger Restaurt	Sofie's pita 1140 Main St. RAMona CA 92065
8/2013	12/2022	Manager Cigar Lounge	Habanos Cafe 4004 Sports arena Blvd. San Diego CA 92110

11. Provide your residence address information for the last five (5) years **A.R.S. §4-202(D)** **(ATTACH ADDITIONAL SHEET IF NECESSARY)**

FROM Month/Year	To Month/Year	Street	City	State	Zip
[redacted]					

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of 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 and Management Liquor Law Training Course within the past 3 years? **MUST** attach copies of both training certificates. — 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 summons 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

I, (Print Full Name) Sagr Toma **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: _____ **Date:** 1-3-24

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'24 JAN 5 PM 3:05 ATDLLC

ALIEN STATUS

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

Type or Print with Black Ink

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

APPLICANT NAME (Print or type) Sanr TOMA

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 Mosil State _____ **COUNTRY** IRAQ

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

2) Name of document: US passport

If you answered **No**, you must complete Sections III.

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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 identificationcard.
2. A driver license issued by a state that verifies lawful presence in the UnitedStates.
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 Jan. 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.

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SECTION III – QUALIFIED ALIEN DECLARATION

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.

US 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.
- ☐ . 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

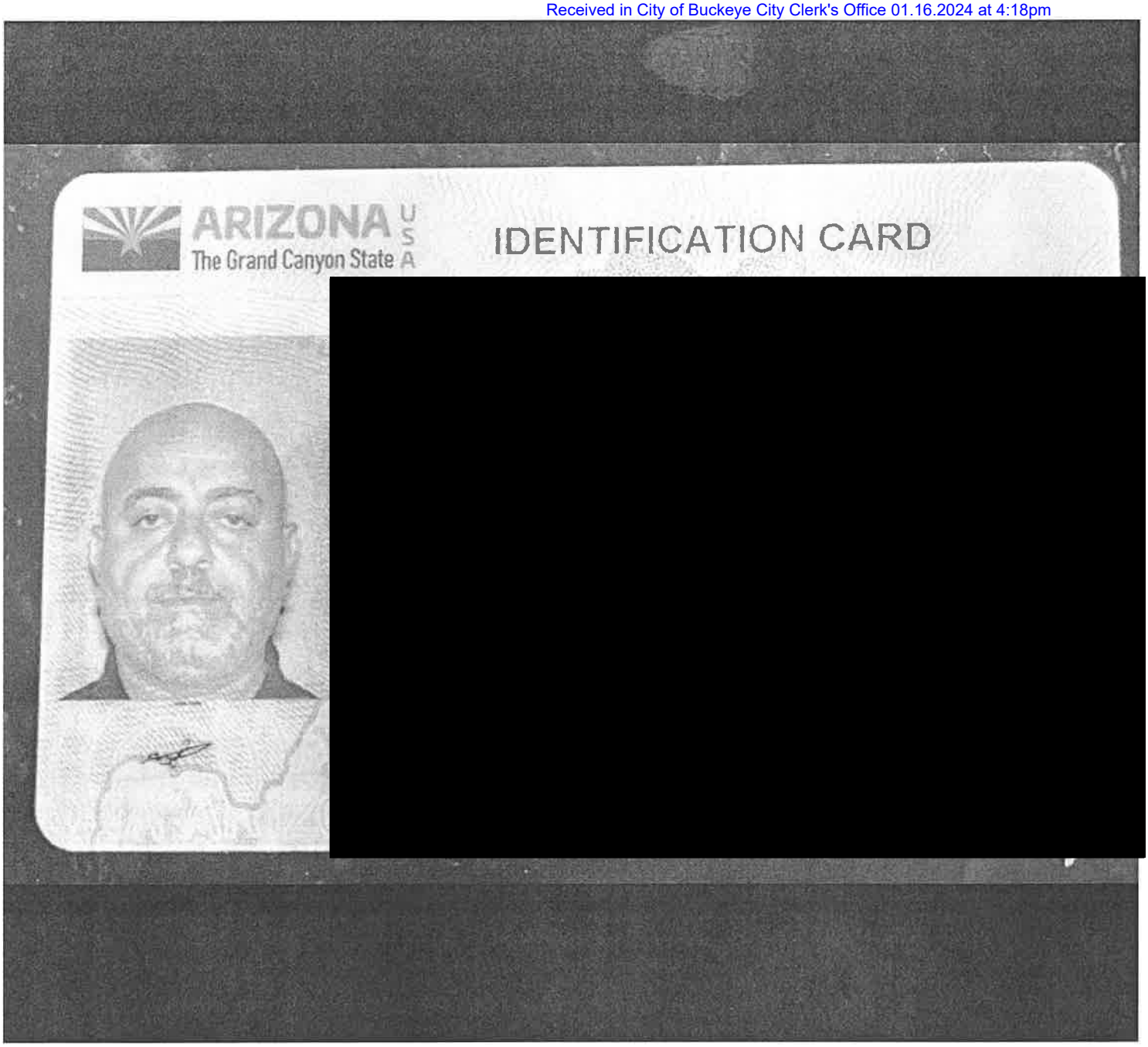
Other Persons (8 U.S.C § 1621(c)(2)(A) and (C)

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 *etseq.*];
13. A foreign national not physically present in the United States.
14. ***Otherwise Lawfully Present***
15. 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. §

Sanr TOMA		1-3-2024
Print Name	Signature	Date

Received in City of Buckeye City Clerk's Office 01.16.2024 at 4:18pm



'24 JAN 9 Liq. Lic. AM 1 49

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LC:
Amount:

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	2756603
Date Accepted:	01-16-2024
CSR:	SG

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

Type or Print with Black Ink

805-446

License Number:

ATTENTION APPLICANT: This is a legally binding document. 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 will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the Appropriate Box → ☐ Agent ☒ Controlling Person

2. Name: Alkhouri (Last) Wade (First) _____ (Middle) Birth Dat[redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: [redacted] State Issued: CA

4. Place of birth: Mosul (City) Iraq (State) _____ (COUNTRY) Height: 5'8 Weight: 220 Eyes: BRN Hair: BLK

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

6. Are you a bonafide resident of Arizona? Yes ☐ No ☑ If yes, what is your date of residency? _____

7. Daytime telephone number: [redacted] Email addres[redacted]

8. Premises Name: Mikey's Minimart Business Phone: 623/328/0159

9. Premises Address: 210 w. Baseline Rd (Street (do not use PO Box)) Buckeye (City) AZ (State) Maricopa (County) 85326 (Zip)

Received in City of Buckeye City Clerk's Office 01.16.2024 at 4:18pm

9. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
4/2007	CURRENT	OWNER Liquor store	Ramona Lisa Liquor Store 1140 Main St. RAMONA CA 92065

'24 JAN 9 Liq. Lic. AM 1:49

10. Provide your residence address information for the last five (5) years *A.R.S. §4-202(D)*(ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM		
[redacted]		

11.	Have you attended a DLLC approved Basic Liquor Law Training Course within the past 3 years?	Yes ☐	No ☑
12.	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 ☑
13.	Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) *A.R.S.§4-202.4-210*	Yes ☐	No ☑
14.	Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation?	Yes ☐	No ☑
15.	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 ☑
16.	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 12 through 16 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 12-16 MAY NOT BE ACCEPTED

I (Print Full Name) Wade AlKhoori hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the

AMENDMENT

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24 JAN 5 PM 3:05 AZDLLC

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. **(ATTACH ADDITIONAL SHEET IF NECESSARY)**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
6/2007	CURRENT	owner Liquor store	Ramona Liq. Liquor 1140 main st Ramona CA 92065

11. Provide your residence address information for the last five (5) years ***A.R.S. §4-202(D)*** **(ATTACH ADDITIONAL SHEET IF NECESSARY)**

FROM Month/Year	To Month/Year	Street	City	State	Zip
[redacted]					

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of 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 and Management Liquor Law Training Course within the past 3 years? **MUST** attach copies of both training certificates. — 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 summons 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 ☒

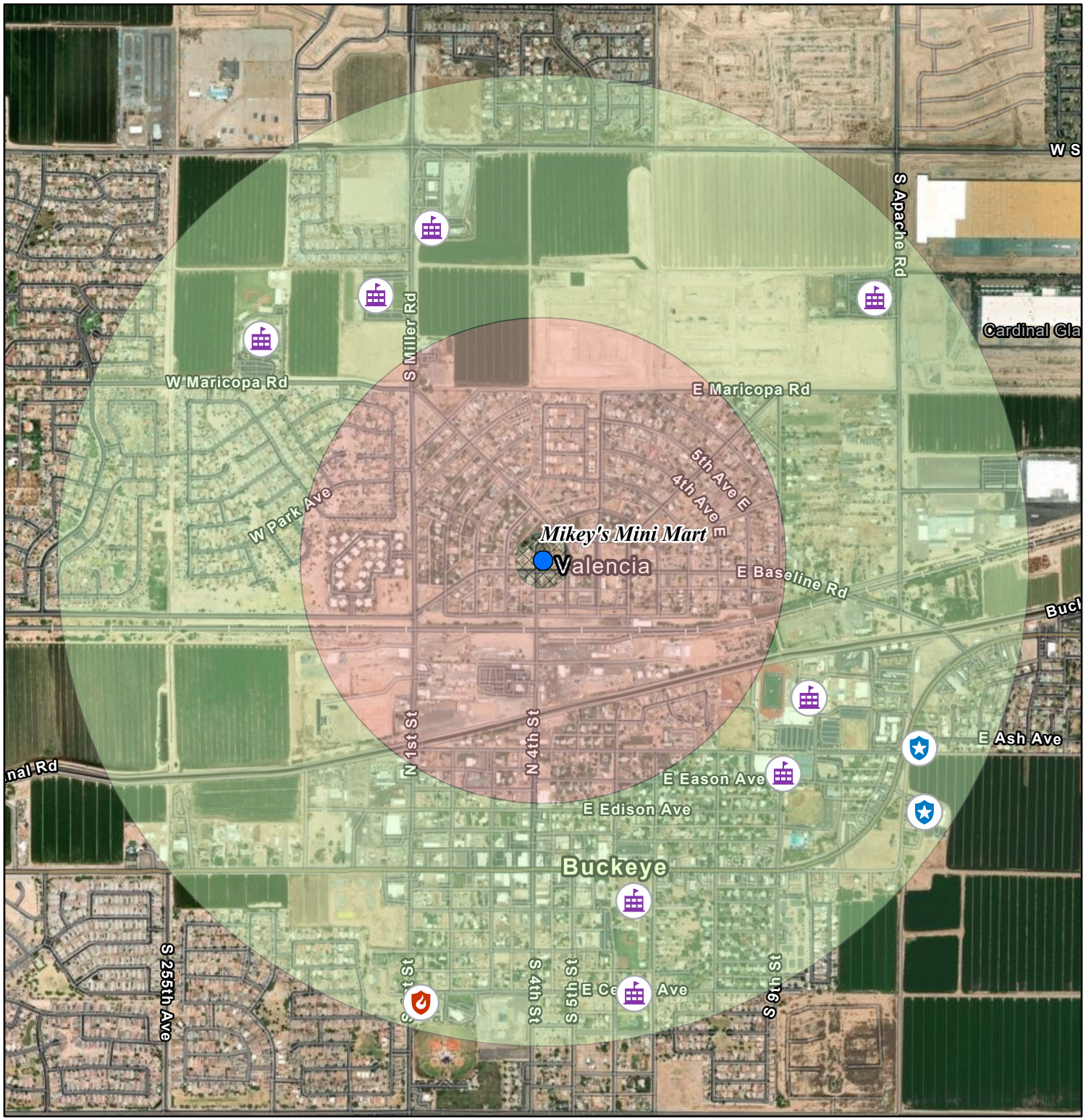
If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) Wade Alkhouri hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

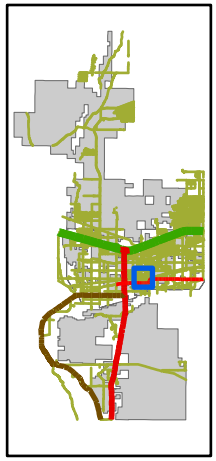
Signature: _____ Date: 1-3-2024

City of Buckeye Business Licensing

Series: 010 Beer and Wine Store
Name: Mikey's Mini Mart
Address: 210 W. Baseline
Buckeye, AZ, 85326
AZ License App # 275603



- Mikey's Mini Mart
- Schools
- Fire Stations
- Police Stations
- 300 ft. Radius
- 1/2 Mile
- 1 Mile



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BUCKEYE, AZ

The data depicted hereon are for reference purposes only. The City of Buckeye does not warrant the accuracy or integrity of the information for any particular use.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/06/24	**AGENDA ITEM:** 4.M. CC - Boards and Commissions Appointment / Removal
DATE PREPARED: 02/05/24	**DISTRICT NO.:** N/A
STAFF LIAISON: Summer Stewart, Deputy City Clerk, sstewart@buckeyeaz.gov, (623) 349-6914	
DEPARTMENT: City Clerk	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the appointment of Erick Gonzalez as a Regular Member of the Buckeye Pollution Control Corporation (BPCC) with a term expiration date of December 31, 2029; and the removal of Brett Benninghoff as a Regular Member of the Community Services Advisory Board (CSAB).

SUMMARY

PROJECT DESCRIPTION:
Council to take action on the appointment of Erick Gonzalez as a Regular Member of the Buckeye Pollution Control Corporation (BPCC) with a term expiration date of December 31, 2029. Mr. Benninghoff has submitted his resignation notice from the Community Services Advisory Board.

Boards and Commissions applications and resignation notices are available for review in the Office of the City Clerk.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/06/24	**AGENDA ITEM:** 4.N. CC - Approval of Minutes
DATE PREPARED: 02/05/24	**DISTRICT NO.:** ALL
STAFF LIAISON: Summer Stewart, Deputy City Clerk, sstewart@buckeyeaz.gov, (623) 349-6914	
DEPARTMENT: City Clerk	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the December 5, 2023 Regular Council Meeting Minutes and December 19, 2023 Regular Council Meeting Minutes.

SUMMARY

PROJECT DESCRIPTION:
Council to take action on the December 5, 2023 Regular Council Meeting Minutes and December 19, 2023 Regular Council Meeting Minutes.

Minutes of all Council meetings are drafted in accordance with Arizona's Open Meeting Law, are reviewed and approved by Council at a future meeting, and then filed with the City's permanent records. All approved meeting minutes are posted on the City's website and maintained in the Office of the City Clerk.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
12.05.2023 Regular Council Meeting Minutes.pdf
12.19.2023 Regular Council Meeting Minutes.pdf

BUCKEYE, AZ

CITY OF BUCKEYE
REGULAR COUNCIL MEETING
DECEMBER 5, 2023
MINUTES

City Council Chambers
530 East Monroe Avenue
Buckeye, AZ 85326
6:00 p.m.

Pursuant to A.R.S. § 38-431.03(A)(3) the Council may, by majority vote, recess or adjourn to executive session at one or more times during the meeting, as needed to confer with the City Attorney for legal advice regarding any item listed on this agenda.

1. Call to Order/Invocation/Pledge of Allegiance/Roll Call
Mayor Orsborn called the meeting to order at 6:02 p.m.; Larry Tracy of the Way Out West Coalition led the invocation; Councilmember Youngker led the Pledge of Allegiance.

Members Present:	Councilmember Youngker, Councilmember HagEstad Councilmember Goodman, Councilmember Heustis, Councilmember Guy, Vice Mayor Hess, and Mayor Orsborn.
Members Absent:	None.
Departments Present:	City Manager Dan Cotterman, Deputy City Manager Dave Roderique, Deputy City Manager Javier Setovich, Interim Deputy City Manager Jeff Tyne, City Attorney Scott McCoy, City Clerk Lucinda Aja, Fire Chief Jake Rhoades, Police Chief Larry Hall, Assistant to Mayor Christine Grundy, Development Services Director Brian Craig, Chief Financial Officer William Kauppi, Economic Development Director Suzie Boyles, City Engineer Scott Zipprich, Aviation Asset Director Scott Lowe, Community Services Director Miranda Gomez, Communications Director Annie DeChance, Interim Human Resources Director Laura Ingegeri, Information Technology Director Greg Platacz, and Public Works Director Bret Hodne.

2. Comments from the Public – None.

3. Awards/Presentations/Proclamations – None.

4. CONSENT AGENDA ITEMS / NEW BUSINESS

Approval of items on the Consent Agenda - All items with an (*) are considered to be routine matters and will be enacted by one motion and vote of the City Council. A motion was made by Councilmember Heustis and seconded by Councilmember Goodman to approve Items *4.A, *4.B, *4.C, *4.D, *4.E, *4.F, *4.G., *4.H, *4.I , *4.J., *4.K., *4.L, *4.M, *4.N, *4.O, *4.P, *4.Q, *4.R, and *4.S; Councilmember Heustis noted for the record that he votes nay on Item *4.P. Councilmember Youngker, Councilmember HagEstad, Councilmember Goodman, Councilmember Guy, Vice Mayor Hess and Mayor Orsborn voted aye. Motion carried.

*4.A **Council to take action on the approval, acceptance, and execution of a Grant Award from the Capital Power - Community Sustainability Fund for the purchase of new light-emitting diode (LED) light bulbs and fixtures, and authorize the Mayor or City Manager to accept, execute, and deliver the Grant Award on behalf of the City of Buckeye.**
Staff Liaison: Rob Roach, Grant Program Administrator

Council approved the acceptance and execution of a Grant Award from the Capital Power - Community Sustainability Fund for the purchase of new light-emitting diode (LED) light bulbs and fixtures, and authorize the Mayor or City Manager to accept, execute, and deliver the Grant Award on behalf of the City of Buckeye.

*4.B **Council to take action on the approval, acceptance, and execution of a Grant Award from the Arizona State Library, Archives and Public Records - State Grants-in-Aid Award, for the purchase of Library furniture, and authorize the Mayor or City Manager to accept, execute, and deliver the Grant Award on behalf of the City of Buckeye.**
Staff Liaison: Rob Roach, Grant Program Administrator

Council approved the acceptance and execution of a Grant Award from the Arizona State Library, Archives and Public Records - State Grants-in-Aid Award, for the purchase of Library furniture, and authorize the Mayor or City Manager to accept, execute, and deliver the Grant Award on behalf of the City of Buckeye.

*4.C **Council to take action on the approval, acceptance, and execution of a Grant Award from the United States Department of Justice, Office of Justice, Bureau of Justice Assistance (BJA) Fiscal Year 2024 Project Safe Neighborhoods Program, as administered by the Arizona Criminal Justice Commission (ACJC), which includes development and implementation of youth violence prevention and reduction strategies through youth activity programs, and authorize the Mayor or City Manager to accept, execute, and deliver the Grant Award and Agreement on behalf of the City of Buckeye.**
Staff Liaison: Rob Roach, Grant Program Administrator

Council approved the acceptance and execution of a Grant Award from the United States Department of Justice, Office of Justice, Bureau of Justice Assistance (BJA) Fiscal Year 2024 Project Safe Neighborhoods Program, as administered by the Arizona Criminal Justice Commission (ACJC), which includes development and implementation of youth violence prevention and reduction strategies through youth activity programs, and authorize the Mayor or City Manager to accept, execute, and deliver the Grant Award and Agreement on behalf of the City of Buckeye.

*4.D **Council to take action on the approval, acceptance, and execution of a Grant Award from the United States Department of Justice (DOJ), Arizona Criminal Justice Commission, National Criminal History Improvement Program, as administered by the Arizona Criminal Justice Commission (ACJC), and authorize the Mayor or City Manager to accept, execute, and deliver the Grant Award and Agreement on behalf of the City of Buckeye.**
Staff Liaison: Rob Roach, Grant Program Administrator

Council approved the acceptance and execution of a Grant Award from the United States Department of Justice (DOJ), Arizona Criminal Justice Commission, National Criminal History Improvement Program, as administered by the Arizona Criminal Justice Commission (ACJC), and authorize the

Mayor or City Manager to accept, execute, and deliver the Grant Award and Agreement on behalf of the City of Buckeye.

*__4.E Council to take action on the approval, acceptance, and execution of a Grant Award from the Tohono O'Odham Nation, a federally recognized Indian tribe, to purchase extrication equipment for the Buckeye Fire Department, and authorize the Mayor to accept, execute, and deliver the Grant Award and Grant-In-Aid Agreement on behalf of the City of Buckeye.__
Staff Liaison: Rob Roach, Grant Program Administrator

Council approved the acceptance and execution of a Grant Award from the Tohono O'Odham Nation, a federally recognized Indian tribe, to purchase extrication equipment for the Buckeye Fire Department, and authorize the Mayor to accept, execute, and deliver the Grant Award and Grant-In-Aid Agreement on behalf of the City of Buckeye.

*__4.F Council to take action on the revised Buckeye Emergency Operations Plan.__
Staff Liaison: Jake Rhoades, Fire Chief

Council approved the revised Buckeye Emergency Operations Plan.

*__4.G Council to take action on a Minor Subdivision for a self-storage facility generally located at the northeast corner of Watson Road and the Van Buren Street alignment.__
Staff Liaison: Andrea Marquez, Senior Planner Special Projects

Council approved a Minor Subdivision for a self-storage facility generally located at the northeast corner of Watson Road and the Van Buren Street alignment.

*__4.H Council to take action on Change Order No. 1 to Task Order No. 4 to the On-Call Consulting for Engineering and Architectural Services Contract (No. 2022003.34) between the City of Buckeye, an Arizona municipal corporation, and Sunrise Engineering Inc., a Utah corporation, related to Civil Plan Review Services; and authorize the City Manager to execute and deliver said Change Order on behalf of the City of Buckeye.__
Staff Liaison: Brian Craig, Development Services Director

Council approved Change Order No. 1 to Task Order No. 4 to the On-Call Consulting for Engineering and Architectural Services Contract (No. 2022003.34) between the City of Buckeye, an Arizona municipal corporation, and Sunrise Engineering Inc., a Utah corporation, related to Civil Plan Review Services; and authorize the City Manager to execute and deliver said Change Order on behalf of the City of Buckeye.

*__4.I Council to take action on the Cooperative Contract Purchase Addendum (CCPA) No. 2024097 between the City of Buckeye, an Arizona municipal corporation, and Ferguson Enterprises, LLC, a Virginia limited liability company, for the purchase of required meters and related parts and tools; and authorizing the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.__
Staff Liaison: Terry Lowe, Water Resources Director

Council approved the Cooperative Contract Purchase Addendum (CCPA) No. 2024097 between the City of Buckeye, an Arizona municipal corporation, and Ferguson Enterprises, LLC, a Virginia limited

liability company, for the purchase of required meters and related parts and tools; and authorizing the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.

*__4.J Council to take action on Resolution No. 127-33 approving the Water Agreement between the City of Buckeye, an Arizona municipal corporation, and Mountain Views South, LLC, an Arizona limited liability company ("Owner"), relating to the construction and installation of certain public services and infrastructure improvements by Owner, and authorizing the Mayor to execute and deliver said Agreement on behalf of the City.__
Staff Liaison: Terry Lowe, Water Resources Director

Council adopted Resolution No.127-33 approving the Water Agreement between the City of Buckeye, an Arizona municipal corporation, and Mountain Views South, LLC, an Arizona limited liability company ("Owner"), relating to the construction and installation of certain public services and infrastructure improvements by Owner, and authorizing the Mayor to execute and deliver said Agreement on behalf of the City.

*__4.K Council to take action on the Cooperative Contract Purchase Addendum (CCPA) No. 2024099 between the City of Buckeye, an Arizona municipal corporation, and Pipeline Video Inspection, LLC, dba Southwest Environmental, a Delaware limited liability company, related to manhole rehabilitation; and authorizing the City Manager to execute and deliver said Contract on behalf of the City of Buckeye.__
Staff Liaison: Terry Lowe, Water Resources Director

Council approved the Cooperative Contract Purchase Addendum (CCPA) No. 2024099 between the City of Buckeye, an Arizona municipal corporation, and Pipeline Video Inspection, LLC, dba Southwest Environmental, a Delaware limited liability company, related to manhole rehabilitation; and authorizing the City Manager to execute and deliver said Contract on behalf of the City of Buckeye.

*__4.L Council to take action on the amendment of the action taken on February 7, 2023, in connection with Agenda Item 4.F. Police Communications Center Capital Improvement Program (CIP No. 102660) regarding the Construction Manager at Risk Agreement (CMAR No. 2023088) between the City of Buckeye, an Arizona municipal corporation, and Willmeng Construction, Inc. ("Willmeng), an Arizona corporation, to (i.) reduce the Willmeng contract not-to-exceed (NTE) amount by $4,205,833.84, from $16,000,000 to $11,794,166.16, and (ii) authorize the City Manager to approve additional contracts with other vendors in connection with CIP No. 102660, in a total amount NTE $4,205,833.84, for a total amount NTE $16,000,000 for CIP No. 102660.__
Staff Liaison: Paul Lopez, Deputy City Engineer

Council approved the amendment of the action taken on February 7, 2023, in connection with Agenda Item 4.F. Police Communications Center Capital Improvement Program (CIP No. 102660) regarding the Construction Manager at Risk Agreement (CMAR No. 2023088) between the City of Buckeye, an Arizona municipal corporation, and Willmeng Construction, Inc. ("Willmeng), an Arizona corporation, to (i.) reduce the Willmeng contract not-to-exceed (NTE) amount by $4,205,833.84, from $16,000,000 to $11,794,166.16, and (ii) authorize the City Manager to approve additional contracts with other vendors in connection with CIP No. 102660, in a total amount NTE $4,205,833.84, for a total amount NTE $16,000,000 for CIP No. 102660.

*__4.M Council to take action on Ordinance No. 50-23 amending the Buckeye City Code, Chapter 2, Mayor and Council, Article 2-5 Ordinances, Resolutions, and Contracts__

relating to the effective date of ordinances, resolutions, and franchises, and Chapter 2, Mayor and Council, Article 2-3 Council Election to restore language that was inadvertently removed and authorizing the Mayor, City Manager, City Clerk, and City Attorney to execute all documents necessary to carry out the purpose and intent of this Ordinance.
Staff Liaison: Scott McCoy, City Attorney

Council adopted Ordinance No. 50-23 amending the Buckeye City Code, Chapter 2, Mayor and Council, Article 2-5 Ordinances, Resolutions, and Contracts relating to the effective date of ordinances, resolutions, and franchises, and Chapter 2, Mayor and Council, Article 2-3 Council Election to restore language that was inadvertently removed and authorizing the Mayor, City Manager, City Clerk, and City Attorney to execute all documents necessary to carry out the purpose and intent of this Ordinance.

***4.N Council to take action on the adoption of the City of Buckeye Fiscal Year (FY) 2024-2027 Council Strategic Plan.**
Staff Liaison: Dan Cotterman, City Manager

Council approved the adoption of the City of Buckeye Fiscal Year (FY) 2024-2027 Council Strategic Plan.

***4.O Council to take action on Resolution No. 123-23 amending the City of Buckeye Rules of Procedures by amending Section 9 Boards, Commissions and Committees; Section 9 Boards, Commissions and Committees - Subsection 9.1 Selection of Board, Commission or Committee Members, Subsection 9.2 Qualifications for Appointments; Employees or Appointed Officers as Members; Subsection 9.3 Terms, Vacancies, Removal, Reappointments; and Subsection 9.4 Alternates; Removing References to the Airport Advisory Board and Removing References to City Council Liaisons to other Boards, Commissions and Committees.**
Staff Liaison: Javier Setovich, Deputy City Manager

Council adopted Resolution No. 123-23 amending the City of Buckeye Rules of Procedures by amending Section 9 Boards, Commissions and Committees; Section 9 Boards, Commissions and Committees - Subsection 9.1 Selection of Board, Commission or Committee Members, Subsection 9.2 Qualifications for Appointments; Employees or Appointed Officers as Members; Subsection 9.3 Terms, Vacancies, Removal, Reappointments; and Subsection 9.4 Alternates; Removing References to the Airport Advisory Board and Removing References to City Council Liaisons to other Boards, Commissions and Committees.

***4.P Council to take action on Ordinance No. 47-23 amending the Buckeye City Code by amending Chapter 2, Section 2-4-7, Boards, Commissions and Committees, to remove reference to the Airport Advisory Board; Chapter 22, Sections 22-2-4 and 22-10-5, to remove reference to the Airport Advisory Board; repealing Ordinance No. 17-94 adopting Chapter 18 of the Buckeye Town Code, Article 18-1, Airport Advisory Commission; abolishing Councilmember Liaison positions; providing for repeal of conflicting ordinances; and providing for severability.**
Staff Liaison: Javier Setovich, Deputy City Manager

Councilmember Heustis voted nay on Item *4.P. Council adopted Ordinance No. 47-23 amending the Buckeye City Code by amending Chapter 2, Section 2-4-7, Boards, Commissions and Committees,

to remove reference to the Airport Advisory Board; Chapter 22, Sections 22-2-4 and 22-10-5, to remove reference to the Airport Advisory Board; repealing Ordinance No. 17-94 adopting Chapter 18 of the Buckeye Town Code, Article 18-1, Airport Advisory Commission; abolishing Councilmember Liaison positions; providing for repeal of conflicting ordinances; and providing for severability.

*__4.Q Council to take action on the appointment of Matthew Filicicchia (District 1), Michael Melton (District 2), Jack Eaton (District 4), Jackie Meck (At-Large), Kitt Roney (District 1), DeAngela Kittrell (District 3), Starr Marsett (District 4), James Subjack (District 5), Brent McFall (District 6), Jeff Caler (District 6), and Cynthia Zbiegien (District 6) as Resident Regular Members of the 2024 General Obligation Bond Citizen Exploratory Committee, the appointment of Norman Lund and Kyle Barrett as Non-Resident Regular Members of the 2024 General Obligation Bond Citizen Exploratory Committee, and the appointment of Rico West (Non-Resident) and Gary Bridget (District 4) as Alternate Members of the 2024 General Obligation Bond Citizen Exploratory Committee, all with a term expiration date of May 31, 2024.__

Staff Liaison: Summer Stewart, Deputy City Clerk

Council approved the appointment of Matthew Filicicchia (District 1), Michael Melton (District 2), Jack Eaton (District 4), Jackie Meck (At-Large), Kitt Roney (District 1), DeAngela Kittrell (District 3), Starr Marsett (District 4), James Subjack (District 5), Brent McFall (District 6), Jeff Caler (District 6), and Cynthia Zbiegien (District 6) as Resident Regular Members of the 2024 General Obligation Bond Citizen Exploratory Committee, the appointment of Norman Lund and Kyle Barrett as Non-Resident Regular Members of the 2024 General Obligation Bond Citizen Exploratory Committee, and the appointment of Rico West (Non-Resident) and Gary Bridget (District 4) as Alternate Members of the 2024 General Obligation Bond Citizen Exploratory Committee, all with a term expiration date of May 31, 2024.

*__4.R Council to take action on the following Boards and Commissions Changes:__

__Buckeye Pollution Control Corporation -__

__Reappoint Timothy Suan as a Regular Member with a term expiration date of December, 2029;__

__Reappoint Matthew Dudley as a Regular Member with a term expiration date of December, 2029.__

__Community Services Advisory Board -__

__Reappoint Terry Vrabec as a Regular Member with a term expiration date of December, 2027;__

__Remove Elizabeth Zamora as a Regular Member;__

__Library Advisory Board -__

__Remove Linda Davis as a Regular Member;__

__Public Safety Retirement Board (Fire) -__

__Remove Ronald Deadman as a Regular Member;__

__Appoint William Reynolds as a Regular Member with a term expiration date of December, 2027;__

__Public Safety Retirement Board (Police) -__

__Reappoint David Frost as a Regular Member with a term expiration date of December, 2027.__

Staff Liaison: Summer Stewart, Deputy City Clerk

Council approved the following Boards and Commissions Changes:

Buckeye Pollution Control Corporation -

Reappoint Timothy Suan as a Regular Member with a term expiration date of December, 2029;
Reappoint Matthew Dudley as a Regular Member with a term expiration date of December, 2029.

Community Services Advisory Board -
Reappoint Terry Vrabec as a Regular Member with a term expiration date of December, 2027;
Remove Elizabeth Zamora as a Regular Member;

Library Advisory Board -
Remove Linda Davis as a Regular Member;

Public Safety Retirement Board (Fire) -
Remove Ronald Deadman as a Regular Member;
Appoint William Reynolds as a Regular Member with a term expiration date of December, 2027;

Public Safety Retirement Board (Police) -
Reappoint David Frost as a Regular Member with a term expiration date of December, 2027.

*__4.S Council to take action on the October 17, 2023 Council Workshop Minutes, November 7, 2023 Council Workshop Minutes, November 7, 2023 Special Council Meeting and Council Executive Session Minutes, and November 7, 2023 Regular Council Meeting Minutes.__
Staff Liaison: Summer Stewart, Deputy City Clerk

Council approved the October 17, 2023 Council Workshop Minutes, November 7, 2023 Council Workshop Minutes, November 7, 2023 Special Council Meeting and Council Executive Session Minutes, and November 7, 2023 Regular Council Meeting Minutes.

5. Continued / Tabled Items

5.A Council to hold a public hearing and take action on Ordinance No. 45-23 amending the Zoning Map of the City of Buckeye on approximately 97 acres generally located on the southeast corner of Thomas Road and the Tuthill Road alignment to designate a Planned Area Development Overlay, for a development known as Arroyo Verde.
Staff Liaison: Bart Wingard, Principal Planner

Mr. Wingard provided information regarding proposed rezone Ordinance No. 45-23; vicinity maps were displayed. The applicant is requesting a Planned Area Development (PAD) Overlay to facilitate the construction of 400 single-family rental homes. The site will also include parks, open space, trails, and recreational amenities. Originally designed as a typical suburban neighborhood, the applicant chose to modify their request to allow for multiple single-family homes to be built on two separate large parcels. The neighborhood will look identical to a typical single-family residential community. The subject PAD was originally continued indefinitely by the Mayor and City Council on October 17, 2023, then continued to December 5, 2023 at the November 21, 2023 Regular Council Meeting. Water to the site will be provided by Arizona Water Company and sewer services will be provided by the City; both have capacity for the proposed development. Public outreach and input was reviewed. The proposal is in conformance with the General Plan and Development Code, there are no outstanding issues from reviewing departments, the project has adequate school facilities confirmation, and the Planning and Zoning Commission recommend approval.

Applicant Adam Paul presented additional information regarding the proposed rezone and PAD; the nature of the use of single-family homes will not change. Mayor Orsborn opened a public hearing at 6:19 p.m. to hear citizen input regarding Ordinance No. 45-23. Alex Carter presented statements and concerns regarding the proposed development. There being no further public comment, Mayor Orsborn closed the public hearing at 6:21 p.m. Vice Mayor Hess requested clarification regarding the proposed PAD; presented statements regarding the revenue that will be generated with this development. Mr. Paul stated there is always the potential that the individual lots may be sold in the future, and the proposal allows for that flexibility; it is the intent of the developer to continue with the proposed PAD indefinitely. Councilmember Goodman stated there are still concerns, but growth is coming, and questions have been answered regarding concerns raised. Vice Mayor Hess requested further clarification regarding the proposed development. Mr. Paul the developer is willing to make accommodations and will be a good community partner and work with surrounding residents. A motion was made by Councilmember Heustis and seconded by Councilmember HagEstad to adopt Ordinance No. 45-23 amending the Zoning Map of the City of Buckeye on approximately 97 acres generally located on the southeast corner of Thomas Road and the Tuthill Road alignment to designate a Planned Area Development Overlay, for a development known as Arroyo Verde. Councilmember HagEstad, Councilmember Heustis, Vice Mayor Hess and Mayor Orsborn voted aye; Councilmember Youngker, Councilmember Goodman, and Councilmember Guy voted nay. Motion carried.

6. Public Hearings / Non-Consent - New Business

6.A Council to hold a public hearing and take action on Ordinance No. 48-23 extending and increasing the corporate limits of the City of Buckeye, Maricopa County, State of Arizona, pursuant to the provisions of Title 9, Chapter 4, Article 7, Arizona Revised Statutes and amendments thereto, by annexing approximately 156.91 acres located at the southwest corner of Turner Road and Southern Avenue.
Staff Liaison: Ken Galica, Principal Planner

Mr. Galica presented information regarding the proposed annexation Ordinance No. 48-23; vicinity maps were displayed. Kurt A. Jones, Tiffany & Bosco, PA, on behalf of property owner James Mark Accomazzo Family Trust, is requesting annexation of two parcels of land, totaling approximately 156.91 acres, at the southwest corner of Turner Road and Southern Avenue. The annexation meets the requirements as outlined in A.R.S. Section 9-471. Annexations require consideration at two City Council meetings. The first meeting was held on November 7, 2023, with the purpose of holding a public hearing to allow affected parties the opportunity to comment on the request; two nearby residents spoke in opposition to the request, sharing concerns over the potential development of the site (and greater SR85 corridor area) with light industrial uses. This is the second and final meeting being held with the purpose of holding a second public hearing and to consider adoption of the annexation ordinance. Mayor Orsborn opened a public hearing at 6:33 p.m. to hear citizen input regarding annexation Ordinance No. 48-23. There being no public comment, Mayor Orsborn closed the public hearing at 6:33 p.m. Councilmember Youngker requested clarification regarding uses. Mr. Galica provided further information regarding the existing use of the property. A motion was made by Councilmember Heustis and seconded by Councilmember Youngker to adopt Ordinance No. 48-23 extending and increasing the corporate limits of the City of Buckeye, Maricopa County, State of Arizona, pursuant to the provisions of Title 9, Chapter 4, Article 7, Arizona Revised Statutes and amendments thereto, by annexing approximately 156.91 acres located at the southwest corner of Turner Road and Southern Avenue. Motion passed unanimously.

6.B Council to hold a public hearing and take action on Ordinance No. 49-23 extending and increasing the corporate limits of the City of Buckeye, Maricopa County, State of Arizona, pursuant to the provisions of Title 9, Chapter 4, Article 7, Arizona Revised Statutes and amendments thereto, by annexing approximately 79.27 acres located approximately one quarter (1/4) mile south of the southwest corner of Yuma and Johnson Roads.
Staff Liaison: Bart Wingard, Principal Planner

Mr. Wingard presented information regarding the proposed annexation Ordinance No. 49-23; vicinity maps were displayed. Kyle Hoyt of Hoyt + Berenyi LLC, on behalf of Wrublik Childrens Holdings, is requesting annexation of three parcels of land, totaling approximately 79.27 acres, generally located one quarter mile south of the southwest corner of Yuma and Johnson Roads. The annexation meets the requirements as outlined in A.R.S. Section 9-471. Annexations require consideration at two City Council meetings. The first meeting was held on November 7, 2023, with the purpose of holding a public hearing to allow affected parties the opportunity to comment on the request. This is the second and final meeting being held with the purpose of holding a public hearing and to consider adoption of the annexation ordinance. No public comments specific to the proposed annexation have been received and there are no outstanding issues from reviewing departments. Approval of the proposed annexation will result in orderly growth that will be required to meet all City requirements, ensuring development of higher quality than if the property were to develop within the jurisdiction of Maricopa County. Mayor Orsborn opened a public hearing at 6:36 p.m. to hear citizen input regarding annexation Ordinance No. 49-23. There being no public comment, Mayor Orsborn closed the public hearing at 6:36 p.m. A motion was made by Councilmember Heustis and seconded by Councilmember Goodman to adopt Ordinance No. 49-23 extending and increasing the corporate limits of the City of Buckeye, Maricopa County, State of Arizona, pursuant to the provisions of Title 9, Chapter 4, Article 7, Arizona Revised Statutes and amendments thereto, by annexing approximately 79.27 acres located approximately one quarter (1/4) mile south of the southwest corner of Yuma and Johnson Roads. Motion passed unanimously.

7. Comments from the Mayor and Council

Councilmember Youngker: wished Councilmember Heustis a Happy Birthday.

Councilmember HagEstad: no comment.

Councilmember Goodman: wished Councilmember Heustis a Happy Birthday; thanked staff for providing additional information related to grant applications and grant awards.

Vice Mayor Hess: thanked boards and commissions members for their time and dedication to the City and congratulated new members on their appointments.

Councilmember Guy: thanked and recognized service and non-profit organizations for all the services they have provided to the community.

Councilmember Heustis: wished staff and residents a Merry Christmas.

Mayor Orsborn: presented statements regarding events recently attended; wished Councilmember Heustis a Happy Birthday.

8. City Manager's Report and Summary of Current Events

Mr. Cotterman presented a brief summary of current events.

9. Proposals for Future Agenda Items – None.

10. Adjournment
There being no further business to discuss, Mayor Orsborn adjourned the meeting at 6:45 p.m.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Regular Council Meeting held on December 5, 2023. I further certify that a quorum was present.

_____
Lucinda J. Aja, City Clerk

BUCKEYE, AZ

CITY OF BUCKEYE
REGULAR COUNCIL MEETING
DECEMBER 19, 2023
MINUTES

City Council Chambers
530 E. Monroe Ave.
Buckeye, AZ 85326
6:00 p.m.

Pursuant to A.R.S. § 38-431.03(A)(3) the Council may, by majority vote, recess or adjourn to executive session at one or more times during the meeting, as needed to confer with the City Attorney for legal advice regarding any item listed on this agenda.

1. Call to Order/Invocation/Pledge of Allegiance/Roll Call
Mayor Orsborn called the meeting to order at 6:00 p.m.; Susan Cheatham of Susan Cheatham Ministries led the invocation; Councilmember Heustis led the Pledge of Allegiance.

Members Present:	Councilmember Youngker (arrived at 6:04 p.m. via Microsoft Teams) Councilmember HagEstad (arrived at 6:15 p.m. via Microsoft Teams), Councilmember Goodman, Councilmember Heustis, Councilmember Guy (via Microsoft Teams), Vice Mayor Hess, and Mayor Orsborn.
Members Absent:	None.
Departments Present:	Deputy City Manager Dave Roderique, Deputy City Manager Javier Setovich, Interim Deputy City Manager Jeff Tyne, City Attorney Scott McCoy, City Clerk Lucinda Aja, Police Chief Larry Hall, Fire Chief Jake Rhoades, Development Services Director Brian Craig, Economic Development Director Suzie Boyles, Water Resources Director Terry Lowe, Chief Financial Officer William Kauppi, City Engineer Scott Zipprich, Aviation Asset Director Scott Lowe, Information Technology Director Greg Platacz, Deputy Community Services Director Robert Wisener, Communications Director Annie DeChance, Interim Human Resources Director Laura Ingegneri, Public Works Director Bret Hodne, and Aviation Director Scott Gray.

2. Comments from the Public – None.

3. Awards/Presentations/Proclamations – None.

4. CONSENT AGENDA ITEMS / NEW BUSINESS

Approval of items on the Consent Agenda - All items with an (*) are considered to be routine matters and will be enacted by one motion and vote of the City Council. A motion was made by Councilmember Heustis and seconded by Councilmember Goodman to approve Items *4.A, *4.B, *4.C, *4.D, *4.E, *4.F, *4.G., *4.H, *4.I , *4.J., *4.K., *4.L, *4.M, *4.N, *4.O, *4.P, *4.Q, *4.R, *4.S, *4.T, *4.U, and *4.V. Motion passed unanimously.

*4.A **Council to take action on the Cooperative Contract Purchase Addendum (CCPA) No. 2024127 between the City of Buckeye, an Arizona municipal corporation, and Matthews Specialty Vehicles, Inc., a North Carolina corporation, to purchase and build a new bookmobile; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.**
Staff Liaison: Bret Hodne, Public Works Director

Council approved the Cooperative Contract Purchase Addendum (CCPA) No. 2024127 between the City of Buckeye, an Arizona municipal corporation, and Matthews Specialty Vehicles, Inc., a North Carolina corporation, to purchase and build a new bookmobile; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.

*4.B **Council to take action on the Cooperative Contract Purchase Addendum (CCPA) No. 2024109 between the City of Buckeye, an Arizona municipal corporation, and Pride Outfitting, LLC, an Arizona limited liability company, for the purchase and installation of emergency and non-emergency lighting; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.**
Staff Liaison: Bret Hodne, Public Works Director

Council approved the Cooperative Contract Purchase Addendum (CCPA) No. 2024109 between the City of Buckeye, an Arizona municipal corporation, and Pride Outfitting, LLC, an Arizona limited liability company, for the purchase and installation of emergency and non-emergency lighting; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.

*4.C **Council to take action on Resolution No. 131-23 approving the Arizona Mutual Aid Compact ("Agreement") with the State of Arizona relating to mutual aid in times of emergency; and authorizing the City Manager to execute and deliver said Agreement.**
Staff Liaison: Jake Rhoades, Fire Chief

Council adopted Resolution No. 131-23 approving the Arizona Mutual Aid Compact ("Agreement") with the State of Arizona relating to mutual aid in times of emergency; and authorizing the City Manager to execute and deliver said Agreement.

*4.D **Council to take action on a Replat titled Westpark Parcel 20S, generally located east of the West Warner Street and West Westpark Loop South intersection on the western side of the existing Westpark development.**
Staff Liaison: Patricia Cooley, Planner I

Council approved a Replat titled Westpark Parcel 20S, generally located east of the West Warner Street and West Westpark Loop South intersection on the western side of the existing Westpark development.

*4.E **Council to take action on Resolution No. 129-23 ratifying a Contract between the City of Buckeye and Valley Collection Service, LLC, for the purpose of soliciting claims for collection.**
Staff Liaison: Alisha Solano, Customer Care and Procurement Director

Council adopted Resolution No. 129-23 ratifying a Contract between the City of Buckeye and Valley Collection Service, LLC, for the purpose of soliciting claims for collection.

*4.F **Council to take action to ratify and approve the submission of a $283,045 Arizona State Crisis Intervention Program (AZSCIP) - Arizona Criminal Justice Commission grant**

application for the lease of a client case management system and hiring of a community wellness manager to fulfill the grant objectives.
Staff Liaison: Rob Roach, Grant Program Administrator

Council ratified and approved the submission of a $283,045 Arizona State Crisis Intervention Program (AZSCIP) - Arizona Criminal Justice Commission grant application for the lease of a client case management system and hiring of a community wellness manager to fulfill the grant objectives.

*__4.G Council to take action on the approval, acceptance, and execution of a Grant Award from the United States Department of Justice (DOJ), Office of Community Oriented Policing Services (COPS Office), and authorizing the Mayor or City Manager to accept, execute, and deliver the Grant Award or Agreement and authorizing the City Manager to create four new full-time positions in the Buckeye Police Department to fulfill the grant objectives.__
Staff Liaison: Rob Roach, Grant Program Administrator

Council approved the acceptance and execution of a Grant Award from the United States Department of Justice (DOJ), Office of Community Oriented Policing Services (COPS Office), and authorizing the Mayor or City Manager to accept, execute, and deliver the Grant Award or Agreement and authorizing the City Manager to create four new full-time positions in the Buckeye Police Department to fulfill the grant objectives.

*__4.H Council to take action to approve the submission of a $515,000 Urban and Community Forestry grant application through the Arizona Department of Forestry and Fire Management to support tree planting projects over the next three years.__
Staff Liaison: Rob Roach, Grant Program Administrator

Council approved the submission of a $515,000 Urban and Community Forestry grant application through the Arizona Department of Forestry and Fire Management to support tree planting projects over the next three years.

*__4.I Council to take action to approve the submission of a $321,000 Innovative Water Infrastructure Workforce Development grant program application through the Environmental Protection Agency to start an internship program and partnership with the Western Maricopa Education Center (West-MEC).__
Staff Liaison: Rob Roach, Grant Program Administrator

Council approved the submission of a $321,000 Innovative Water Infrastructure Workforce Development grant program application through the Environmental Protection Agency to start an internship program and partnership with the Western Maricopa Education Center (West-MEC).

*__4.J Council to take action on the Cooperative Contract Purchase Addendum (CCPA) No. 2024078 between the City of Buckeye, an Arizona municipal corporation, and Willmeng Construction, Inc., an Arizona corporation, for the management and construction of the emergency communication equipment; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.__
Staff Liaison: Paul Lopez, Deputy City Engineer

Council approved the Cooperative Contract Purchase Addendum (CCPA) No. 2024078 between the City of Buckeye, an Arizona municipal corporation, and Willmeng Construction, Inc., an Arizona corporation, for the management and construction of the emergency communication equipment; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.

*4.K **Council to take action granting the City Manager spending authority, in an amount not to exceed $1,000,000, for Capital Improvement Plan (CIP) Project No. 108330, City Prosecutors Office, to allow for the necessary construction, tenant improvements, furniture, Information Technology equipment, products, and related services; and authorize the City Manager to execute contracts, such that the aggregate of all contracts do not exceed $1,000,000, on behalf of the City of Buckeye.**
Staff Liaison: Paul Lopez, Deputy City Engineer

Council approved granting the City Manager spending authority, in an amount not to exceed $1,000,000, for Capital Improvement Plan (CIP) Project No. 108330, City Prosecutors Office, to allow for the necessary construction, tenant improvements, furniture, Information Technology equipment, products, and related services; and authorize the City Manager to execute contracts, such that the aggregate of all contracts do not exceed $1,000,000, on behalf of the City of Buckeye.

*4.L **Council to take action on the Professional Services Agreement (PSA) Contract No. 2024106 between the City of Buckeye, an Arizona municipal corporation, and Nelson/Nygaard Consulting Associates, Inc., a California corporation, for the comprehensive study for Transit Services; and authorize the City Manager to execute the PSA on behalf of the City of Buckeye.**
Staff Liaison: Scott Zipprich, City Engineer

Council approved the Professional Services Agreement (PSA) Contract No. 2024106 between the City of Buckeye, an Arizona municipal corporation, and Nelson/Nygaard Consulting Associates, Inc., a California corporation, for the comprehensive study for Transit Services; and authorize the City Manager to execute the PSA on behalf of the City of Buckeye.

*4.M **Council to take action on Change Order No. 1 to the Cooperative Contract Purchasing Addendum (CCPA) No. 2024054 between the City of Buckeye, an Arizona municipal corporation, and Andrew's Refrigeration Inc., an Arizona corporation, for the purchase of goods and services related to air conditioner and swamp cooler maintenance, repair, and replacements; and authorizing the City manager to execute and deliver said Change Order on behalf of the City of Buckeye.**
Staff Liaison: Terry Lowe, Water Resources Director

Council approved Change Order No. 1 to the Cooperative Contract Purchasing Addendum (CCPA) No. 2024054 between the City of Buckeye, an Arizona municipal corporation, and Andrew's Refrigeration Inc., an Arizona corporation, for the purchase of goods and services related to air conditioner and swamp cooler maintenance, repair, and replacements; and authorizing the City manager to execute and deliver said Change Order on behalf of the City of Buckeye.

*4.N **Council to take action on Delivery Order No. 1 to the Job Order Contract (JOC) No. 2019012.02 between the City of Buckeye, an Arizona municipal corporation, and Hunter Construction Co., an Arizona corporation, to perform all necessary rehabilitation repairs at the Festival Ranch Wastewater Reclamation Facility (WRF) for Basin No. 1; and authorize the City Manager to execute and deliver said Delivery Order on behalf of the City of Buckeye.**
Staff Liaison: Terry Lowe, Water Resources Director

Council approved Delivery Order No. 1 to the Job Order Contract (JOC) No. 2019012.02 between the City of Buckeye, an Arizona municipal corporation, and Hunter Construction Co., an Arizona corporation, to perform all necessary rehabilitation repairs at the Festival Ranch Wastewater Reclamation Facility (WRF) for Basin No. 1; and authorize the City Manager to execute and deliver said Delivery Order on behalf of the City of Buckeye.

*4.O **Council to take action on the Agreement Terminating Certain Valencia/Global Water Agreements and Acknowledgment of Water Capacity Credit, Impact Fee Credit, and Infrastructure Obligations between the City of Buckeye, an Arizona municipal corporation, and Sunbelt Land Holdings, L.P., a Delaware limited partnership: and authorize the City Mayor to execute said Agreement and Acknowledgement on behalf of the City of Buckeye.**
Staff Liaison: Terry Lowe, Water Resources Director

Council approved the Agreement Terminating Certain Valencia/Global Water Agreements and Acknowledgment of Water Capacity Credit, Impact Fee Credit, and Infrastructure Obligations between the City of Buckeye, an Arizona municipal corporation, and Sunbelt Land Holdings, L.P., a Delaware limited partnership: and authorize the City Mayor to execute said Agreement and Acknowledgement on behalf of the City of Buckeye.

*4.P **Council to take action on Resolution No. 130-23 approving the Fourth Amendment to Excess Water Capacity Sales Agreement between the City of Buckeye, an Arizona municipal corporation, and BT Airport Road, LLC, an Arizona limited liability company.**
Staff Liaison: Terry Lowe, Water Services Director

Council adopted Resolution No. 130-23 approving the Fourth Amendment to Excess Water Capacity Sales Agreement between the City of Buckeye, an Arizona municipal corporation, and BT Airport Road, LLC, an Arizona limited liability company.

*4.Q **Council to take action on the Water Rights Transaction Extinguishment Credits Sale and Purchase Agreement between the City of Buckeye, an Arizona municipal corporation, and Estrella South LLC, an Arizona limited liability company.**
Staff Liaison: Terry Lowe, Water Resources Director

Council approved the Water Rights Transaction Extinguishment Credits Sale and Purchase Agreement between the City of Buckeye, an Arizona municipal corporation, and Estrella South LLC, an Arizona limited liability company.

*4.R **Council to take action to ratify the Second Amendment to Agreement for Purchase and Sale of a Lot with Groundwater Rights and Escrow Instructions between the City of Buckeye, an Arizona municipal corporation, and Harquahala Valley Landowners, LLC, a Delaware limited liability company; and authorize the City Attorney to deliver said Amendment on behalf of the City of Buckeye and providing authorization to the City Manager to execute and deliver any future amendments of the Agreement that relate to time extensions.**
Staff Liaison: Terry Lowe, Water Resources Director

Council ratified the Second Amendment to Agreement for Purchase and Sale of a Lot with Groundwater Rights and Escrow Instructions between the City of Buckeye, an Arizona municipal corporation, and Harquahala Valley Landowners, LLC, a Delaware limited liability company; and authorize the City Attorney to deliver said Amendment on behalf of the City of Buckeye and providing authorization to the City Manager to execute and deliver any future amendments of the Agreement that relate to time extensions.

*4.S **Council to take action on the Professional Services Agreement (Contract No. 2024037) between the City of Buckeye, an Arizona municipal corporation, and Kimley-Horn and Associates, Inc., a North Carolina corporation, for professional services for the Parks and Recreation Master Plan; and authorize the City Manager to approve, execute and deliver**

said Contract, and any and all documents in connection with said Contract, including any amendments thereto, on behalf of the City of Buckeye.
Staff Liaison: Robert Wisener, Community Services Deputy Director

Council approved the Professional Services Agreement (Contract No. 2024037) between the City of Buckeye, an Arizona municipal corporation, and Kimley-Horn and Associates, Inc., a North Carolina corporation, for professional services for the Parks and Recreation Master Plan; and authorize the City Manager to approve, execute and deliver said Contract, and any and all documents in connection with said Contract, including any amendments thereto, on behalf of the City of Buckeye.

*__4.T Council to take action to:__
__(1) Combine the Community Services Advisory Board (CSAB) and Library Advisory Board (LAB);__
__(2) Direct the CSAB to update the board bylaws to reflect the realignment of LAB functions with the duties of CSAB;__
__(3) Temporarily increase the number of CSAB members; and__
__(4) Authorize the CSAB to take action to consider approval of the October 30, 2023, LAB meeting minutes.__
Staff Liaison: Miranda Gomez, Community Services Director

Council approved:
(1) Combining the Community Services Advisory Board (CSAB) and Library Advisory Board (LAB);
(2) Directing the CSAB to update the board bylaws to reflect the realignment of LAB functions with the duties of CSAB;
(3) Temporarily increasing the number of CSAB members; and
(4) Authorizing the CSAB to take action to consider approval of the October 30, 2023, LAB meeting minutes.

*__4.U Council to take action on the appointment of Kathleen Rossetti, John Lynch, Sebastian Trupiano, Riley Quinlan, and Holly Roehl as Regular Members of the Community Services Advisory Board.__
Staff Liaison: Summer Stewart, Deputy City Clerk

Council approved the appointment of Kathleen Rossetti, John Lynch, Sebastian Trupiano, Riley Quinlan, and Holly Roehl as Regular Members of the Community Services Advisory Board.

*__4.V Council to take action on the November 21, 2023 Regular Council Meeting Minutes.__
Staff Liaison: Summer Stewart, Deputy City Clerk

Council approved the November 21, 2023 Regular Council Meeting Minutes.

5. Public Hearings / Non-Consent - New Business

5.A Council to hold a public hearing and take action on Resolution No. 128-23 approving a Minor General Plan Amendment to the Imagine Buckeye General Plan 2040 to change the land use designation of approximately 156.92 acres located at the southwest corner of Turner Road and Southern Avenue from Neighborhood to Employment.
Staff Liaison: Ken Galica, Principal Planner

Mr. Galica presented information regarding Resolution No. 128-23; vicinity maps were displayed.

Kurt A. Jones, Tiffany & Bosco, PA, on behalf of the property owner, is requesting approval of a Minor General Plan Amendment changing the land use designation of approximately 156.91 acres located at the southwest corner of Turner Road and Southern Avenue from Neighborhood to Employment. A companion request, rezoning the property to Light Industrial (I-1), is to be reviewed by the City Council following consideration of this General Plan Amendment on the same agenda. Approval of this application and the companion rezoning will facilitate future development of distribution, indoor light manufacturing, or similar uses on the subject property. Developer required improvements and required fees were described. Public notice and public participation were reviewed. The Planning and Zoning Commission recommend approval. Mayor Orsborn opened a public hearing at 6:14 p.m. to hear citizen input regarding Resolution No. 128-23. There being no comment, Mayor Orsborn closed the public hearing at 6:14 p.m. Vice Mayor Hess commented that a holistic conversation may need to be held regarding specific land use corridors. Mr. Roderique confirmed a workshop is planned to discuss and review land use throughout the City. Councilmember Youngker requested further clarification regarding land use and economic development impacts; expressed the importance of taking a cohesive approach to development and taking a cautious approach to general plan amendments. Mr. Galica stated that, from a land use aspect, staff feels they can make any condition work from a design standpoint and work with any developer to ensure neighbors can co-exist in a healthy manner. Ms. Boyles stated comparator data was reviewed to determine how the City compares with regard to employment specific land use; based on that data, staff has determined there is room to grow and room to include more employment land use properties. A motion was made by Councilmember Youngker and seconded by Vice Mayor Hess to table Council action on Resolution No. 128-23 approving a Minor General Plan Amendment to the Imagine Buckeye General Plan 2040 to change the land use designation of approximately 156.92 acres located at the southwest corner of Turner Road and Southern Avenue from Neighborhood to Employment. Councilmember Youngker, Vice Mayor Hess, and Councilmember HagEstad voted aye; Councilmember Heustis, Councilmember Goodman, Councilmember Guy, and Mayor Orsborn voted nay. Motion failed. A motion was made by Councilmember Heustis and seconded by Councilmember Guy to adopt Resolution No. 128-23 approving a Minor General Plan Amendment to the Imagine Buckeye General Plan 2040 to change the land use designation of approximately 156.92 acres located at the southwest corner of Turner Road and Southern Avenue from Neighborhood to Employment. Councilmember Heustis, Councilmember Guy, Councilmember Goodman, and Mayor Orsborn voted aye. Councilmember Youngker, Vice Mayor Hess, and Councilmember HagEstad voted nay. Motion carried.

5.B Council to hold a public hearing and take action on Ordinance No. 51-23 amending the Zoning Map of the City of Buckeye for approximately 156.91, acres located at the southwest corner of Turner Road and Southern Avenue, from Single-Family Rural Residential (SF-43) to Light Industrial (I-1).
Staff Liaison: Ken Galica, Principal Planner

Mr. Galica presented an overview of Ordinance No. 51-23; vicinity maps were displayed. Kurt A. Jones, Tiffany & Bosco, PA, on behalf of property owner, is requesting approval of a rezone of approximately 156.91 acres located at the southwest corner of Turner Road and Southern Avenue. The applicant is requesting to rezone the property from Single-Family Rural Residential (SF-43) to Light Industrial (I-1) to facilitate future development of the site with light industrial uses such as light manufacturing, warehouse, distribution, and the like. Immediately preceding this request, the Council is scheduled to consider approval of a Minor General Plan Amendment changing the land use designation of the property from Neighborhood to Employment. The Council voted to annex the subject property at its meeting on December 5, 2023. The Council may only consider approval of this rezoning application if the Minor General Plan Amendment request is first approved. Developer required improvements and required fees were described. Public notice and public participation were reviewed. The Planning and Zoning Commission recommend approval. Mayor Orsborn opened a public hearing at 6:24 p.m. to hear citizen input regarding Ordinance No. 51-23. There being no public comment, Mayor Orsborn closed the public hearing at 6:24 p.m. A motion was made by Councilmember Heustis and seconded by

Councilmember Goodman to adopt Ordinance No. 51-23 amending the Zoning Map of the City of Buckeye for approximately 156.91, acres located at the southwest corner of Turner Road and Southern Avenue, from Single-Family Rural Residential (SF-43) to Light Industrial (I-1). Councilmember Heustis, Councilmember Goodman, Councilmember Guy, and Mayor Orsborn voted aye; Councilmember Youngker, Vice Mayor Hess, and Councilmember HagEstad voted nay. Motion carried.

5.C Council to hold a public hearing and take action on Ordinance No. 52-23 approving an amendment to the Spurlock Ranch Community Master Plan as described in Case No. PLZZ-21-00028; approving a Development Agreement between the City of Buckeye, Arizona, and Festival Ranch North, LLC, concerning the development of the property; and authorizing the Mayor to execute and deliver the Development Agreement.
Staff Liaison: Bart Wingard, Principal Planner

Mr. Wingard presented an overview of Ordinance No. 52-23; vicinity maps were displayed. Toni Bonar, AICP of HilgartWilson, on behalf of Festival Ranch North LLC, is requesting a Major Community Master Plan Amendment (CMPA) for the development known as North Star Ranch, a 2,818-acre development previously known as Spurlock Ranch. The 2,818 acre project will have a maximum residential yield of 9,668 dwelling units at an overall density of 3.4 dwelling units per acre. The land use proposed within the CMPA includes Neighborhood Residential (NR), Community Mixed-Use (CMU), Public Facilities (PF), and Light Industrial (LI). The proposed CMPA will provide for a community with diverse walkable neighborhoods centered around mixed-use community centers. The maximum yield of 9,668 dwelling units is proposed; the current yield is a maximum of 7,329 dwelling units. Land use proposals and standards were described. The proposed CMPA includes a minimum of twenty-five percent open space with pocket and neighborhood parks and paths and trails. Development standards related to garage width, street orientation, off-street parking, signage, roof form, and building mass and articulation were listed and reviewed. Transportation and access maps, depicting the street and circulation plan, was presented; primary access will be from Canyon Springs Boulevard and Desert Oasis Boulevard, which will ultimately connect to Happy Valley Road and Turner Road from Sun Valley Parkway; future external access will be provided via Turner Parkway, Pinnacle Peak Road, and Happy Valley Road; emergency access was described. Maps depicting water and wastewater infrastructure were presented and reviewed. Mr. Hobart stated staff is requesting a modification of condition ss, related to traffic impact analysis and traffic counts, be included in the Development Agreement (DA). Conditions contained within the DA were summarized, including conditions related to the primary bridge, interim bridge, secondary bridge, a fire station and police substation, payment for public safety personnel, and payment for a fully equipped fire truck. Mr. Wingard noted impact fees for the development are required along with half-street improvements, the establishment of Streetlight and Maintenance Improvement Districts, and a Certificate of Assured Water Supply (CAWS). Mayor Orsborn opened a public hearing at 6:37 p.m. to hear citizen input regarding Ordinance No. 52-23. Barbara Allison presented statements and concerns regarding proposed development in the area. Daniel Martin presented statements and concerns regarding proposed development in the area. Jeff Clark presented statements and concerns regarding proposed development in the area. There being no further public comment, Mayor Orsborn closed the public hearing at 6:44 p.m. At Mayor Orsborn's request, Mr. Wingard clarified the item before Council relates to the *amendment* of a Community Master Plan (CMP). Mr. McCoy clarified the proposed DA will replace a previously approved DA that has since expired. Mr. Wingard stated the proposal increases the density from 2.6 to 3.4 dwelling units per acre, which is a common density for other communities in the City. Mr. Lowe confirmed the developer will need to identify water sources, other than groundwater, and will be required to obtain a CAWS. Mr. McCoy stated the City's Code requires an approved DA with an approved CMP; without an approved DA, the project cannot move forward. Mr. Zipprich provided additional information regarding roadway improvements, along with triggers contained in the proposed DA related to roadway improvements. Councilmember Youngker requested clarification regarding the conditions contained in the DA and the allowed solar use. Mr. Wingard provided information regarding the listed conditions, which have been approved by the Planning and Zoning Commission; stated the proposed overlay

allows for a solar use, such as a solar field; confirmed a Street Lighting Improvement District (SLID) will need to be established in the development. Councilmember HagEstad requested further information regarding proposed land uses and density. Mr. Wingard clarified the the area identified for a solar field use and stated the same area allows for single-family residential under the current CMP; provided additional information regarding the proposed land uses and specifically the areas identified for commercial land use. Susan Demmitt of Gammage & Burnham, on behalf of the developer, stated the land use mix on the project is generally staying the same with varying densities; the original CMP and the proposed amendments include single-family, multi-family, commercial, employment, schools, and park uses. The applicant is requesting amendments to the CMP to update it to align with market standards. The solar use is intended to be a temporary use and the underlying single-family residential use would stay in place. Clarification was provided regarding the proposed area that is intended to be used for commercial uses with a mixed-use concept and allows for more flexibility. The existing CMP allows for a density spectrum of multi-family development; the proposed amendments allow for an urban center concept. Access to the development was reviewed along with triggers for construction of roadway improvements included in the proposed DA. Ms. Demmitt stated the intent is to keep a mix of land uses beyond residential, including employment and commercial uses. The maximum building height proposed in the commercial areas is fifty feet; in the neighborhood commercial areas, the proposed maximum building height is thirty feet; there is an allowed building height of ninety feet in the areas designated as commercial mixed uses, which is intended to be the urban/village centers. Many of the parks within the community will be Homeowner's Association (HOA) owned and managed; the larger park may be publicly owned and managed in the future; the applicant worked extensively with the City's Community Services staff to develop the land plan and create a mix of uses within the parks and align with the City's Recreation Master Plan. General discussion was held regarding specific triggers that will require roadway improvements and construction of additional access to the development. Mr. McCoy clarified the triggers are set in place to address the anticipated growth and increased population in the area. Ms. Demmitt clarified the development is within the Wickenburg School District and there is an agreement in place with the District to identify three elementary school sites and one high school site within the project and the timeline of construction of those schools will depend on the District's timeline and funding needs. Councilmember Goodman thanked the developer for their commitment to public safety; requested further information regarding solar use. Ms. Demmitt stated the intent of the solar use is for it to be used as an interim land use but could be replaced with residential long-term. Vice Mayor Hess requested further information regarding land uses and public safety requirements contained in the DA. Mr. Wingard stated there are mixed uses including commercial and residential; clarified the location of light industrial uses. Ms. Demmitt stated triggers related to construction of the public safety facility are built into the DA and the developer will fund the identified public safety personnel until the triggers are met; at the time of the first vertical building permit, the developer will pay for the identified public safety personnel. Deputy Director of Planning Adam Copeland reviewed the history and process of the proposed CMPA and DA, along with next steps. Clarification was provided regarding public notice. Councilmember Guy expressed the importance of approving development that has the least impact on the existing residents; requested further information regarding required roadway improvements; requested further information regarding payment of public safety personnel; requested further information regarding parks and library facilities. Mr. McCoy provided clarification regarding triggers that would require certain roadway improvements in the DA. Mr. Zipprich provided additional information regarding the roadway improvements that will be required once certain triggers are met. General discussion was held regarding public safety personnel needs with the expected growth in the area. Ms. Demmitt stated the developer will be responsible for the construction of the park facilities and will be initially managed by the HOA. Mr. Wisener provided additional information regarding plans for providing library services. Councilmember Heustis requested further information regarding the proposed increased density and roadway improvement requirements. Ms. Demmitt stated the proposed density aligns with the current market and allows for more flexibility. Ron Hilgart with Hilgart Wilson, representing the applicant, stated the plans always included a secondary access for emergency purposes but did not include the construction of both bridges and/or new bridges at the same. Councilmember Youngker requested clarification

regarding the proposed CMPA and DA. Ms. Demmitt stated the developer is trying to align the development so that it is competitive with other master plans and what current market expectations are for master planned communities; the community will be designed for the residents that will eventually live there. Mr. Hilgart provided information regarding water solutions for the project; well studies have been completed and the project does have an analysis of assured water supply. General discussion was held regarding community outreach and public notice. Mr. Zipprich provided further information regarding traffic counts and studies that will be completed in the area; provided additional information related to roadway improvements and triggers that will then require roadway construction. Tom Berry presented statements and concerns regarding proposed development in the area. Mayor Orsborn requested additional information regarding the project. Ms. Demmitt confirmed a water solution will need to be established before development occurs; stated this is likely at least a ten-year project for buildout; confirmed there is a maximum of 9,668 dwelling units for the entire development; stated there have been multiple conversations and negotiations with City staff since the application was submitted in November, 2021. Mr. Hobart confirmed the Planning and Zoning Commission and City staff recommend approval. Mr. McCoy stated the proposed DA does comply with the City's Code and in some instances is more stringent than what is required in the Code. A motion was made by Councilmember Goodman and seconded by Councilmember Heustis to adopt Ordinance No. 52-23 approving an amendment to the Spurlock Ranch Community Master Plan as described in Case No. PLZZ-21-00028; approving a Development Agreement between the City of Buckeye, Arizona, and Festival Ranch North, LLC, concerning the development of the property; and authorizing the Mayor to execute and deliver the Development Agreement. A roll call vote reflected Councilmember Goodman, Councilmember Heustis, and Mayor Orsborn voted aye; Councilmember Youngker, Councilmember HagEstad, Councilmember Guy, and Vice Mayor Hess voted nay. Motion failed. A motion was made by Councilmember HagEstad and seconded by Councilmember Guy to reconsider the prior action taken on agenda Item 5C. Motion passed unanimously. A motion was made by Councilmember HagEstad and seconded by Councilmember Goodman to continue Council action on Ordinance No. 52-23 approving an amendment to the Spurlock Ranch Community Master Plan as described in Case No. PLZZ-21-00028; approving a Development Agreement between the City of Buckeye, Arizona, and Festival Ranch North, LLC, concerning the development of the property; and authorizing the Mayor to execute and deliver the Development Agreement to the January 16, 2024 Regular Council Meeting agenda. Councilmember Goodman, Councilmember HagEstad, Councilmember Heustis, Councilmember Guy, Vice Mayor Hess, and Mayor Orsborn voted aye; Councilmember Youngker voted nay. Motion carried.

6. Comments from the Mayor and Council

Councilmember Heustis: wished staff and residents a Merry Christmas and a safe and happy new year; recognized and thanked Grant Administrator Rob Roach.

Councilmember Guy: wished residents and staff happy holidays.

Vice Mayor: wished staff and residents a Merry Christmas.

Councilmember Goodman: thanked staff and wished staff and residents happy holidays and a safe new year.

Councilmember HagEstad: thanked staff and expressed appreciation for tonight's discussion.

Councilmember Youngker: presented statements regarding the recent successful Glow on Monroe event; wished residents and staff a Merry Christmas.

Mayor Orsborn: presented statements regarding the Buckeye Air Fair; presented statements regarding the recent successful Glow on Monroe event; wished residents and staff a Merry Christmas; expressed appreciation for the discussions held at tonight's meeting.

7. City Manager's Report and Summary of Current Events

Mr. Roderique presented a brief summary of current events.

8. Proposals for Future Agenda Items – None.

9. Adjournment

There being no further business to discuss, Mayor Orsborn adjourned the meeting at 8:50 p.m.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Regular Council Meeting held on December 19, 2023. I further certify that a quorum was present.

_____
Lucinda J. Aja, City Clerk

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/06/24	**AGENDA ITEM:** 5.A. DS - Ordinance No. 52-23 - Public Hearing and Action - North Star Ranch Major Community Master Plan Amendment - Case No. PLZZ-21-00028
DATE PREPARED: 02/05/24	**DISTRICT NO.:** Council District 4
STAFF LIAISON: Bart Wingard, Principal Planner, hwingard@buckeyeaz.gov, (623) 349-6207	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Continued / Tabled Items

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to hold a public hearing and take action on Ordinance No. 52-23 approving an amendment to the Spurlock Ranch Community Master Plan as described in Case No. PLZZ-21-00028; approving a Development Agreement between the City of Buckeye, Arizona, and Festival Ranch North, LLC, concerning the development of the property; and authorizing the Mayor to execute and deliver the Development Agreement.

SUMMARY

PROJECT DESCRIPTION:
At the December 19, 2023 Regular City Council Meeting, this item was continued to the January 16, 2024 Regular City Council Meeting and at the January 16, 2024 meeting the applicant requested a continuance of this matter and the accompanying public hearing to the February 6, 2024 Regular City Council Meeting. The purpose of the continuances was to afford the applicant and staff an opportunity to address Councilmember and community comments on the application.

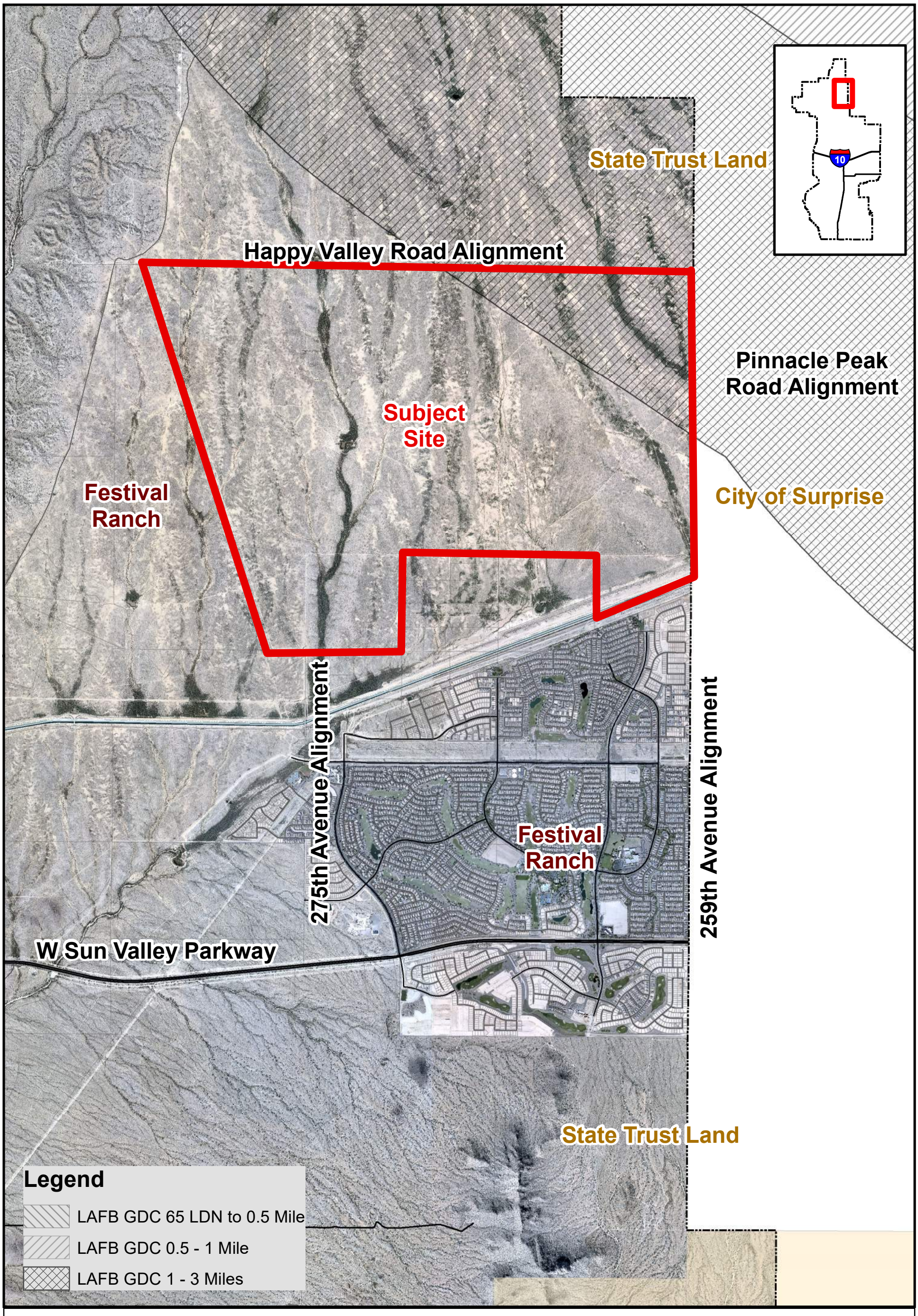
The North Star Ranch CMPA will establish the regulatory framework and design standards necessary to facilitate development of a master planned residential community on 2,818 acres within the northern reaches of the City of Buckeye. The CMPA will include the creation of diverse, walkable neighborhoods centered around mixed-use community centers.

Toni Bonar, AICP of HilgartWilson, on behalf of Festival Ranch North LLC, is requesting a Major Community Master Plan Amendment (CMPA) for the development known as North Star Ranch, a 2,818-acre development previously known as Spurlock Ranch. The 2,818 acre project will have a maximum residential yield of 9,668 dwelling units at an overall density of 3.4 dwelling units per acre. The land use proposed within the CMPA includes Neighborhood Residential (NR), Community Mixed-Use (CMU), Public Facilities (PF), and Light Industrial (LI). The proposed CMPA will provide a community with diverse walkable neighborhoods centered around mixed-use community centers.

BENEFITS:
The proposed CMPA will provide a community with diverse walkable neighborhoods centered around mixed-use community centers. An additional benefit will be to increase the population of Council District four that will further encourage commercial development and employment opportunities.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Exhibit A - PLZZ-21-00028 - NSR - CMPA - Vicinity Map.pdf

Exhibit B - PLZZ-21-00028 - NSR - CMPA - CMPA Document.pdf
Exhibit C - PLZZ-21-00028 - NSR - CMPA - Land Use Map.pdf
Exhibit D - PLZZ-21-00028 - NSR - CMPA - School Letter.pdf
Exhibit E - PLZZ-21-00028 - NSR - CMPA - Citizen Participation Report.pdf
North Star Ranch DA signed by FRN.pdf
NSR Continuance Request 1-8-24.pdf
Exhibit F - PLZZ-21-00028 - NSR - Citizen Comments.pdf
SR - PLZZ-21-00028 - NSR - CMPA - Staff Report - CC 020624.docx
Ordinance 52-23 NSR CMPA w exhibits.pdf



VICINITY MAP

BUCKEYE, AZ

PLZZ-21-00028
North Star Ranch CMP Amendment
City Council District #4

N
W E
S

1403

PLZZ-21-00028

3R RECEIVED
March 07 2022
CITY OF BUCKEYE by: DM

North Star Ranch

Third Community Master Plan Amendment

North of Sun Valley Parkway and East of Hassayampa River

Case Number:
PLZZ-21-00028

1st Submittal: November 19, 2021
2nd Submittal: December 22, 2021
3rd Submittal: March 4, 2022

ABLA

GAMMAGE & BURNHAM
Attorneys at Law

CivTech

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

NORTH STAR RANCH

(Previously known as Spurlock Ranch)

THIRD AMENDED COMMUNITY MASTER PLAN
PROJECT NARRATIVE

North of Sun Valley Parkway and
East of the Hassayampa River
Buckeye, Arizona

March 4, 2022

Project Team

Owner / Developer	**Festival Ranch North, LLC**
	Larry Yount 5040 East Shea Boulevard Suite 254 Scottsdale, Arizona 85254 Telephone: 480.951.1281 Email: lyount@lkydev.com
Planner / Engineer	**HILGARTWILSON**
	Toni Bonar, AICP – Project Manager, Land Planning Ron Hilgart – Managing Principal 2141 East Highland Avenue Suite 250 Phoenix, Arizona 85016 Telephone: 602.490.0535 Email: tbonar@hilgartwilson.com Email: rhilgart@hilgartwilson.com
Land Use Counsel	**Gammage & Burnham**
	Susan E. Demmitt 40 North Central, 20th Floor Phoenix, Arizona 85004 Telephone: 602.256.4456 Email: sdemmitt@gblaw.com
Landscape Architect	**ABLA**
	Tom Durant – Vice President 310 East Rio Salado Parkway Tempe, Arizona 85281 Telephone: 480.530.0077 Email: tom.durant@ablastudio.com
Traffic Engineer	**CivTech**
	Dawn Cartier - Principal 10605 North Hayden Road Suite 140 Scottsdale, Arizona 85260 Telephone: 480.659.4250 Email: dcartier@civtech.com

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APPENDIX G ALTA LAND TITLE SURVEY

1.0 EXECUTIVE SUMMARY

The North Star Ranch Community Master Plan establishes the regulatory framework and design standards necessary to facilitate development of a master planned residential community on 2,818 acres within the growing northwest Buckeye planning area. North Star Ranch is being planned as a market-relevant master-planned community that relies on distinctive planning principles as the structural backbone for the community. These planning principles include the creation of diverse, walkable neighborhoods centered around mixed-use community centers; purposeful architecture; and integrated parks and recreational amenities designed to contribute to the overall structure and social identity of the community. Residential living opportunities will be comprised of single-family and multi-family neighborhoods. North Star Ranch will offer locally oriented retail services and employment opportunities that will be designed with strong connections to the residential neighborhoods.

North Star Ranch's 2,818 acres are generally located north of the Central Arizona Project Canal between the Canyon Springs and Desert Oasis Boulevard alignments. The property is strategically situated with access from regional transportation corridors. The land use plan for North Star Ranch is designed as a flexible framework that can evolve over time as the area matures and urbanizes. Land use classifications for North Star Ranch accommodate a mix of detached and attached single family, small lot single family, single family for rent and multi-family as well as complimentary commercial, light industrial and mixed-use development. North Star Ranch is planned for a maximum residential yield of 9,668 dwelling units at an overall density of 3.4 du/ac. The land use plan envisions commercial, multi-family and higher density single family uses in close proximity to key transportation corridors with contemporary single-family neighborhoods comprising the balance of the community. Commercial areas will be physically and visually integrated with residential portions of the community and are planned to take advantage of major transportation corridors. Commercial development opportunities will contribute to the jobs to housing balance and will provide local employment opportunities for residents. Further, North Star Ranch will also include a strong pedestrian connectivity system that maximizes mobility and provides linkages to integrated and accessible open spaces and community centers within walking distance. The creation of a seamless transition between differing land uses is a primary planning goal. North Star Ranch includes an unparalleled private parks and recreation system that will be a defining characteristic of North Star Ranch and for the City of Buckeye.

The North Star Ranch Community Master Plan establishes the broad framework for the community; however, more specific detail will be provided with preliminary plats or during site plan review.

2.0 INTRODUCTION AND PROJECT HISTORY

North Star Ranch ("Project" and "Community"), previously known as Spurlock Ranch, is located in the City of Buckeye ("City") within portions of Sections 10, 11, 12, 13, 14, and 15 of Township 4 North, Range 4 West of the Gila and Salt River Base and Meridian. Refer to **Appendix G, ALTA Land Title Survey** for legal description and area location. The Project is a proposed 2,818-acre master planned community located to the north of the Central Arizona Project ("CAP") Canal between the 275th Avenue alignment and the 255th Avenue alignment ("Property"). The Festival Ranch master planned community is located immediately south of the CAP Canal. Refer to **Figure 1, Regional Context Map** and **Figure 2, Vicinity and Aerial Map** for Project location.

The original Spurlock Ranch Community Master Plan ("2005 CMP"), including associated supporting engineering reports, and a development agreement (Maricopa County Recorder No. 2005-0392717) ("2005 Spurlock DA") were originally approved by Buckeye Town Council in March 2005 (Ordinances 16a-05 and 16b-05, respectively).

The first amendment to the 2005 CMP ("Amended 2005 CMP") was administratively approved in July 2005 and documented a land swap with the Festival Ranch project located immediately to the west. A first amendment to the 2005 Spurlock DA, related to the aforementioned land swap, was approved by the Buckeye Town Council in December 2006 (Maricopa County Recorder No. 2006-1575697) ("2006 Spurlock DA"). The 2005 Spurlock DA and 2006 Spurlock DA, collectively, are referred to herein as the "Spurlock DA").

A second amendment to the Spurlock Ranch Community Master Plan ("2008 CMP") was approved December 2008 to adjust the land uses and traffic circulation for the newly defined Project. Refer to attached **Figure 5, Current and Use Map** for approved land uses. The various supporting engineering reports were also amended and approved with the 2008 CMP. Alongside the 2008 CMP, the Planning Unit Plan ("PUP") was approved in November 2008 for Phase 1 of the Project. In addition, a Preliminary Plat was processed and approved in March 2009 for the single-family parcels within Phase 1 of the Project. The 2005 CMP, Amended 2005 CMP, and 2008 CMP are, collectively, referred to herein as the "Spurlock CMP")

Subsequent to the approval of the 2008 CMP, the City requested the realignment of Turner Parkway within the Project. Spurlock Land, LLC, the previous property owner, agreed to the realignment of Turner Parkway, and in return requested additional single-family residential density and a refinement in the amount of commercial land within the Project. In response to these proposed revisions, revised General Plan classifications were approved by the City for the Property in 2010.

An amendment to the Spurlock CMP ("2014 CMP") (CMPA 10-02, PLZ-12-00008) and a new Phase 1 Preliminary Plat ("2014 Pre Plat") (PR 06-28R, PLZ-12-00045), together with all associated engineering studies, were then prepared and submitted to the City in 2014. The 2014 CMP and 2014 Preliminary Plat were reviewed and processed by City staff, and unanimously recommended for approval by the Buckeye Planning and Zoning Commission.

These applications ultimately were not placed on an agenda for final approval by the City Council due to ongoing negotiations related to proposed amendments to the Spurlock DA. Approval of the 2014 CMPA would have entitled the Project to develop with a maximum of 8,477 total dwelling units at an overall gross density of 3.0 dwelling units per acre, together with 193 acres of Commerce Park, 87 acres of school, and 84 total acres of parks.

The North Star Ranch Property was acquired by a new owner, Festival Ranch North, LLC, in 2019. With this third amendment to the Spurlock CMP (the "North Star Ranch CMP"), the property ownership is proposing strategic modifications to the Spurlock CMP to better align the Project with consumer demands and the current market needs of the homebuilding community.

COMMUNITY MASTER PLAN COMPARISON

Revision Number	Date of Approval	Area (ac)	Number of Units	Density	Figure Number
Initial	March 2005	2,840	7,329	2.58	N/A
1st	July 2005	2,822	7,329	2.60	N/A
2nd	December 2008	2,822	7,329	2.60	5
Proposed		2,818	9,668	3.43	6

3.0 CURRENT SITE CONDITIONS/EXISTING ENTITLEMENTS

The Project and surrounding General Plan land use designations, zoning districts, and land uses are outlined in the table below. General Plan land uses and zoning districts are shown in **Figure 3, General Plan Uses** and **Figure 4, Existing Zoning Districts**.

PROJECT SITE AND SURROUNDING PROPERTIES

	General Plan 2040	Zoning	Land Use
Project Site	Master Planned Community	Planned Community	Vacant Desert
North	Neighborhood	Rural-190 (Maricopa County)	Vacant Desert
East	Neighborhood (City of Surprise)	Rural-190 (Maricopa County) Rural Residential (City of Surprise)	Vacant Desert
South	Neighborhood Rural Open Space Master Planned Community	Planned Community	Vacant Desert Central Arizona Project Canal Sun City Festival Ranch
West	Master Planned Community	Planned Community	Vacant Desert

4.0 DESCRIPTION OF THE REQUEST

The purpose of the North Star Ranch CMP is to refine the development concepts, land uses, development standards and design guidelines for the Project to allow for a diverse range of residential neighborhoods within a master-planned community setting along with complementary commercial, retail, office, and industrial uses as well as to meet current market demands and provide flexibility to accommodate future market trends.

As required in Section 2.7 of the Development Code, the North Star Ranch CMP accomplishes the following.

- Permits and encourages innovative land development by incorporating holistic land uses that create opportunities for forward-thinking, family neighborhoods that are complimented by necessary supporting land uses and connected by a comprehensive open space and pedestrian network. The development plan transitions from lower intensity residential neighborhoods into community cores that provide a more energized, urban, live, work, and play environment. Land use classifications for North Star Ranch accommodate a mix of traditional detached single-family, attached single-family, small lot single-family, single-family for rent and multi-family as well as complimentary commercial, light industrial, and mixed-use development with a potential for additional employment and solar developments near key transportation corridors within North Star Ranch. The creation of a seamless transition between differing land uses is a primary planning goal and provides for compatibility with adjacent planned land uses.
- Permits greater flexibility and responsiveness to the existing physical features within the Project by creating multiple large development parcels ("CMP Parcels") that are each assigned a Land Use designation, which broadly defines the predominant intended land use for that parcel while incorporating physical features such as Wagner Wash, powerline easements, and CAP canal. The Land Use designations within North Star Ranch include Neighborhood Residential ("NR"), Community Mixed-Use ("CMU"), Light Industrial ("LI"), Public Facilities ("PF"), Parks, and an Employment/Solar Overlay area. These broadly defined land uses have the ability to evolve over time, including a full range of housing opportunities to accommodate consumer preferences, ever-changing lifestyles, and market parameters.
- Establishes an integrated community through the regulatory framework and design standards for this 2,818-acre master planned community located within the growing northwest Buckeye planning area. The land use plan envisions commercial, multi-family and higher density single-family uses in close proximity to key transportation corridors with contemporary single-family neighborhoods comprising the balance of the Community. Commercial areas will be physically and visually integrated with residential portions of the Community and are planned to take advantage of the major transportation corridors; providing employment opportunities for local residents.
- Encourages the provision and preservation of open space by incorporating an unparalleled private park, recreation system, and a strong pedestrian connectivity

system that maximizes mobility and provides linkages to integrated and accessible open spaces and community centers within walking distance of neighborhoods and community cores. The parks and open space network within North Star Ranch is intended to be a defining crown jewel of the Community with a parks and open space system that is unique to the Project and City of Buckeye, responsive to the topography, and with unrivaled amenities. This includes significant open spaces, a substantial linear Largest Park, and numerous neighborhood parks and pocket parks designed in concert with school sites throughout the Community. A signature component of the Largest Park is distinct activity areas with convenient individual access and parking and a one-of-a-kind trail corridor that includes a soft trail, bike trail, and paved community trail designed to maximize opportunities for access for varying neighborhoods throughout the Community instead of concentrating all activity and traffic into a single area.

- Encourages integrated and unified design by creating diverse, walkable neighborhoods centered around mixed-use community centers, and integrated parks and recreational amenities designed to contribute to the overall structure and social identity of the Community. Residential living opportunities will be comprised of single-family and multi-family neighborhoods, not to exceed 9,668 dwelling units, with locally oriented retail services and employment opportunities that will be designed with strong connections to the residential neighborhoods.
- Encourages a more productive use of land consistent with the public objectives by:
    - Incorporating a roadway network consisting of Turner Parkway, two bridges along Canyon Springs and Desert Oasis Boulevards over the CAP Canal; providing two-points of access for North Star Ranch and the City of Buckeye north of the CAP Canal, and an internal network connection to adjacent neighborhoods.
    - Constructing a potable water and wastewater system as part of the Project, which will then be owned and maintained by the City of Buckeye.
    - By supplying reclaimed water, generated by the Festival Ranch water reclamation facility and/or homeowner's association irrigation wells, to irrigate the landscape common areas and parks within North Star Ranch.
    - Processing a CLOMR/ LOMR through the City of Buckeye, FCDMC, and FEMA in order to utilize the updated hydrology and hydraulics in the ADMPU to delineate the two FEMA floodplains that traverse the eastern portion of the Property.
    - Constructing a new public safety facility for City's fire and police as part of the Project.
    - Fulfilling goals and objectives of the City's Recreation Master Plan.
- Fostering a strong sense of community based on a comprehensive and balanced master planned community that provides diverse housing and lifestyle opportunities complemented by a connected and cohesive parks and open space system and supported by retail and employment centers to serve Community residents.

The primary refinements proposed with the North Star Ranch CMP include:

- Realignment of Turner Parkway to the alignment as selected by Maricopa County Department of Transportation and approved by the City of Buckeye.
- Modification of residential land uses to create a more sustainable community by providing more diverse housing options while increasing the overall Project density from 2.6 to 3.4 dwelling units per acre.
- Refining the requirements for commercial and industrial areas to better reflect projected market needs, while allowing flexibility for increased employment opportunities, if the market dictates, by incorporating an employment overlay within the northwest quadrant of the Project.
- Updating the development standards for various land uses to better reflect current market trends and needs.
- Relocating the "Primary" Community Mixed-Use core to the higher traffic area at Turner Parkway.
- Providing solar facility opportunities to encourage alternative energy sources for the region and residents of the Project.

The goals and objectives of North Star Ranch are:

- To create a high-quality master-planned community that provides a wide variety of residential lifestyle opportunities through diverse and distinct residential neighborhoods in a manner that is both well planned and well balanced.
- To establish a well-rounded, sustainable community with appropriately sized commercial, retail and employment centers that provide for the needs of North Star Ranch residents, and offer opportunities to serve the larger North Buckeye area as appropriate.
- To create a connected community that derives a unique sense of character through a visually and physically linked system of parks, trails, and open spaces.
- To foster civic pride for the residents and businesses of North Star Ranch by creating an environment that encourages social interaction, addresses holistic community needs and provides unique opportunities for outdoor enjoyment.
- To create linkages with the larger North Buckeye area, including the Festival Ranch Community Master Plan, through cohesively planned connectivity corridors. These regional connections include trails within the APS easements on the property's western and southern boundaries, Central Arizona Project Canal, and both sides of Wagner Wash.

5.0 REGULATORY FRAMEWORK

The City of Buckeye Development Code, Effective Date of October 15, 2020 ("Development Code"), and specifically Section 8.6, Community Master Plans, of the Development Code, combined with the provisions within the (yet to be approved) North Star Ranch DA and the North Star Ranch CMP establish the regulatory framework for the Property. Upon approval, the North Star Ranch CMP will supersede and replace the Spurlock CMP and will be the regulatory Community Master Plan for the Property. A companion amendment to the Spurlock DA to be approved alongside the North Star Ranch CMP will, similarly, replace and supersede the Spurlock DA.

Pursuant to Section 8.6 the Development Code, the location and type of land uses within the North Star Ranch CMP are governed by the underlying general zoning district, or districts, as outlined in the Development Code and as more specifically set forth and applied to the Property in this North Star Ranch CMP. The regulations of the underlying general zoning district, or districts, are the applicable zoning district regulations for the Property except as specifically modified within the North Star Ranch CMP. Further, pursuant to Section 8.6 of the Development Code, the North Star Ranch CMP is subject to the standards and guidelines of Article 5, of the Development Code, Development and Design Standards and Guidelines except as specifically modified within the North Star Ranch CMP; provided that the application of such standards and guidelines shall not limit the uses, densities, or intensities approved in the North Star Ranch CMP.

In the event of an express conflict between a standard or provision set forth within the North Star Ranch CMP and the Development Code, the standard or provision of the North Star Ranch CMP shall control (see Section 2.1.3, of the Development Code, Relationship to Overlay Zoning Districts). All regulations, standards and guidelines not modified by the North Star Ranch CMP will follow the Development Code.

Definitions set forth within the Development Code shall be utilized when interpreting the North Star Ranch CMP; except that if an alternative definition is provided within the North Star Ranch CMP, or a new definition for a term not defined in the Development Code is included within the North Star Ranch CMP, then the definition set forth within the North Star Ranch CMP shall control.

Amendments to the North Star Ranch CMP shall be reviewed and approved pursuant to the processes and criteria as set forth within the Development Code.

6.0 DEVELOPMENT PLAN

North Star Ranch is envisioned as a comprehensive and balanced master planned community that will provide diverse housing and lifestyle opportunities complemented by connected and cohesive parks and open space system and supported by retail and employment centers to serve Community residents. In concert with the goals of the Buckeye General Plan ("General Plan"), the North Star Ranch CMP builds on the concept of a self-sustaining "village" with mixed-use commercial and employment centers used as anchors for a wide variety of residential neighborhoods. These mixed-use centers, designated as Community Mixed-Use, are designed to accommodate a wide variety of commercial, retail and employment uses along with some traditional single-family housing, higher density residential living options that may include build to rent communities, traditional multifamily and single-family housing (as shown in **Figure 7, Representative Examples of Non-Traditional Small Lots**), and other community services. These Community Mixed-Use centers are strategically located along major thoroughfares. A comprehensive multi-modal connectivity network, including vehicular, pedestrian and bicycle circulation systems, is paired with a connected system of community-wide parks and open spaces such that residents can walk, drive or bike conveniently and safely throughout the Community.

The residential neighborhoods within North Star Ranch are the heart of the master plan and represent the predominant land use. The residential neighborhoods will be designed to respond to the core needs of future residents. This includes embracing fundamental design principles of walkable neighborhoods with strong pedestrian and bicycle corridors punctuated by connected open spaces and parks that foster an integrated social network. The residential neighborhoods will include a multitude of housing options, providing the ability to serve the entire spectrum of resident demographics including young families or couples looking for a modestly priced neighborhood, opportunities to scale-up to a larger home in an upscale area, lower maintenance lifestyle options such as a patio home or townhome and rental opportunities that may include traditional apartments or build to rent neighborhoods. The parks and open space network within North Star Ranch is intended to be a defining crown jewel of the Community with a parks and open space system that is unique to the Project and within the City of Buckeye, responsive to the topography, and with unrivaled amenities. This will include significant open spaces, a substantial linear Largest Park, and numerous neighborhood parks and pocket parks designed in concert with school sites throughout the Community. The overall "village" concept of North Star Ranch will create an exceptional destination live-work-play community for the residents of North Buckeye.

The North Star Ranch CMP, in turn, is designed to be a flexible regulatory tool that will facilitate specific visions for the Community. The North Star Ranch CMP provides a full range of housing opportunities to accommodate consumer preference, ever-changing lifestyles, and market parameters. This range includes a variety of lot sizes to respond to differing income levels, family types, and lifestyles. North Star Ranch, as proposed, is approximately 2,818 acres with a maximum of 9,668 dwelling units for an overall gross density of 3.4 dwelling units per acre. **Figure 6, Proposed Land Use Plan** identifies the location of the residential neighborhoods, community mixed-use centers, and foundational community parks as well as the conceptual locations of schools, public facilities, and neighborhood parks, all anchored by and responsive to the major roadway network. The commercial mixed-use centers, schools, and parks are strategically placed throughout the Property to provide convenient access and create gathering places for the residents of North Star Ranch.

The specific land use designations within North Star Ranch are Neighborhood Residential; Community Mixed-Use; Light Industrial; Public Facilities; and Parks. See Section 7.0 and refer to **Figure 6, Proposed Land Use Plan** for land use locations.

Open Space, Pathways and Trails, and Parks

Parks and open space are a critical component of the community design throughout the Community. Thoughtfully planned open space, with a hierarchy of parks, all connected through a comprehensive trail system establishes the foundational social and lifestyle framework within the Community. Residents of all ages will be provided access to a variety of recreational opportunities, which promote a healthy lifestyle and community interaction. Refer to **Figure 8, Master Open Space and Trails Plan** for conceptual parks, pathways, and trail locations.

North Star Ranch will collectively meet or exceed the 25% landscape and open space requirement (excluding right-of-way) for residential uses per the Development Code. The landscape and open space will be tracked with each preliminary plat to ensure North Star Ranch meets or exceeds the minimum standard on the overall Project.

North Star Ranch will collectively meet or exceed the requirements for active park space per the City of Buckeye's 2016 Parks and Recreation Master Plan ("PRMP"). The predominate lot size is anticipated to be within the 6,000-9,999 square-foot range and the associated SF-6 zoning district; thus, requiring 5% of park or amenity areas. Since the number of anticipated single-family housing units within North Star Ranch falls within the 7,000-8,999 range, the required minimum size of the largest park ranges from 50-65 acres. A 69-acre Largest Park site is provided, as further discussed in Section 6.

Open space

The Master Open Space and Trails Plan provides for a high-level overview of the open space to be provided within the Community. As each development phase moves forward, and a preliminary plat is prepared, the specific location, size, and character of open space areas and parks will be provided in more detail. Open space within the Community is defined as follows:

i. "Open Space" areas are improved or unimproved areas intended for the common use of residents. Open Space may be comprised of active or passive areas with improvements that are appropriate for the intended users.

ii. "Active Open Space" is those areas designated for recreation activities, play areas, open play fields, court games, picnic tables, benches, and seating areas, interpretive signage, trails or pathways or other recreation type activities.

iii. "Passive Open Space" is those areas that do not include Active Open Space and are more passive in nature, such as landscape areas.

iv. "Edge Condition" refers to areas that include a natural wash, manmade drainage corridor, utility easement, or other natural or created separations.

Open Space Corridor Edge Treatment

Wagner Wash is a significant feature within the Community that will largely remain in a natural condition. Wagner Wash, within the Project is planned to highlight the existing native landscape character and will seek to preserve topographic features, natural drainageway, and the wildlife corridor interior to the Wash, to the greatest extent possible. Trails will be established along both sides of the Wash to take advantage of the views and minimally uninterrupted access within North Star Ranch and beyond; providing the regional connectivity envisioned by the City. Two man-made open space corridors are planned within North Star Ranch and will also provide open space and connectivity throughout the Community.

To assure these areas are visible and accessible to the adjacent neighborhoods, edge treatments, as discussed below, will be provided when development occurs along these corridors. The following edge treatments shall be applied to Wagner Wash and the two man-made open space corridors when development occurs.

a. Full or partial view fencing. Where two rear yards are in close proximity, one wall should provide fencing to the open space and the other wall may be solid.

b. View fencing shall be a maximum height of six feet, which may have a solid base of no more than two feet above the finish grade of the lot.

c. A minimum of 30% of frontage along Wagner Wash and the internal open space corridors shall be open and unfenced. If active adult is developed in North Star Ranch, the edge of the open space corridor that may separate the active adult area from a family area will not be subject to this requirement and may incorporate view fencing in lieu of open and unfenced frontage. This overall Community standard shall be tracked with the submittal of each preliminary plat. The 30% requirement for Wagner Wash will be tracked individually; whereas, the 30% requirement for the internal open space corridors will be tracked cumulatively.

d. Open edge treatments to meet the 30% requirement may include (but are not limited to) the following:

    i. Single-loaded street along the open space;

    ii. Cul-de-sac or knuckle openings a minimum of 50 feet in width;

    iii. Connecting trail or pathway corridors;

    iv. Adjacent parks;

    v. Open space between building envelopes that are a minimum of 40 feet in width;

    vi. Adjacent open space, a minimum of 50 feet in width greater than the typical drainageway or greenbelt width. Where lots or other development is adjacent, the lots or development shall be unfenced or fenced with a view wall.

The open space corridors within powerline easements are specifically excluded from this requirement.

Parks

Parks provide residents with areas to connect with nature, socialize, recreate, and connect to the overall greater Community. Parks within North Star Ranch follow the guidelines set forth in the City of Buckeye's Parks and Recreation Master Plan. The North Star Ranch park system will include a hierarchy of parks comprised of the Community's "Largest Park," Neighborhood Parks, and Pocket Parks, all of which will be supported by the comprehensive and connected Path and Trail system. Parks will be thoughtfully designed and programmed based on their location, scale and proximity to other parks and trails. To allow for flexibility in site planning and establishment of character for a neighborhood within the Community, the park locations and park type will be defined at the time of the preliminary plat submittal based on the criteria outlined below.

Parks may be configured in any shape, from rectangular forms to linear systems of open space to unique park forms that respond to natural features and neighborhood design. To that end, certain parks are divided by roadways, easements or any other improvement, constraint or feature within a neighborhood, community, or an "Edge Condition." Where this occurs, the proposed park should be adjacent to the Edge Condition such that it's clear that the park is visually connected and continues on either side of, or through the Edge Condition. Any park listed within the hierarchy may include an Edge Condition and may include any portion of the proposed park to define the park type as defined within the hierarchy.

All parks will be designed to meet the City requirements for site visibility, access, and public safety. Landscape areas within the parks will meet the City requirements and standards for landscaping, shade, lighting, and approximately 50% of the overall park space having an open edge treatment to enhance the safety and security in parks.

Park Standards Programming

A baseline list of program options has been established for each park type, as discussed below. The baseline lists for Parks Programming is not meant to be an exhaustive and all-inclusive list of all potential programs, rather, the list is meant to establish an intended level of intensity, quality, and activity options for the various park types. Each proposed park will include a minimum number of items from the programming and amenity list as specified for each park type. Alternative park elements, beyond those identified below, may be added or substituted so long as the level of quality and amenities is maintained as determined by Community Services. All parks will be designed to meet or exceed the quality standards set forth in the City of Buckeye 2016 Parks and Recreation Master Plan, specifically the Park Design Guidelines outlined in Chapter Two.

Pocket Parks

"Pocket Parks" are smaller, more intimate park areas within neighborhoods that are designed to be compatible with and accessible to adjacent residential areas. Pocket Parks also provide the most convenient access to park areas for the residents within a neighborhood. Pocket Parks may include Active Open Space or Passive Open Space based on their intended use. A typical amenity program within a Pocket Park may include open play turf, benches, picnic tables, a shade structure, or a children's play area. Pocket Parks are intended to be accessible by pedestrians and are not required to have dedicated parking areas. Special attention should be placed on providing shade through the use of trees and plantings to add character and definition to the park areas. Pocket Parks will be owned and maintain by the homeowner's association. Pocket Parks will be a minimum of

5,000 square feet in area, with a dimension of no less than 50 feet in any one direction, and up to approximately two acres in size, as shown on **Figure 9A, Conceptual Typical Pocket Park 1, Figure 9B, Conceptual Typical Pocket Park 2,** and **Figure 9C, Conceptual 10-Acre Park**. Pocket Parks are not shown on **Figure 6, Proposed Land Use Map**, but will be included on future preliminary plats.

Each Pocket Park will include the following minimum site amenities.

Two Benches
One Trash Receptacle
Seating Nodes
Open Space
Internal Trails and Paths
One Shade Structure
Shade Trees
Passive Turf Areas

In addition to the site amenities listed above, all Pocket Parks will have a minimum of three of the following site amenities listed below:

Covered Small Play Structure (ages 5-12)
Shaded/Covered Tot Lot (ages 2-5)
Interactive Water Play
Ramada/Built Shade
Fire Pit
Outdoor Dining and BBQ area
Dog Park
Exercise/Fitness Park
Lawn Games
Turf/Sand Volleyball Court
Sport Court
Barbeque

Neighborhood Parks

"Neighborhood Parks" are larger park areas intended to facilitate congregation of residents from multiple neighborhoods and to allow for larger scale recreational activities. Neighborhood Parks will be a focal point within a neighborhood and be connected to the Community trail network for ease of access. These park areas provide for more physical program areas than a Pocket Park but should be scaled appropriately to be planned within a neighborhood. Neighborhood Parks may include Active Open Space or Passive Open Space based on their intended use. A typical program within a Neighborhood Park may include open play turf, a basketball court, a shade structure, picnic tables, barbeque areas, or a children's play area. Trees should be placed in groupings to provide shade and to define useable areas within the Neighborhood Park. Landscape materials should create strong patterns to reinforce the character of the Community. Neighborhood Parks will be owned and maintained by the homeowner's association. Neighborhood Parks will be a minimum of 7 to 10 acres in size. Five Neighborhood Parks are planned within the Community, providing

40-50 acres of larger scale recreational opportunities as shown on **Figure 6, Proposed Land Use Map.**

Each Neighborhood Park will include the following minimum site amenities.

On-Site Parking
Two Benches
One Trash Receptacle
Two Picnic Tables
Seating Nodes
Drinking Fountains
Restroom Building
Open Space
Internal Trails and Paths
Two Ramadas/Built Shade Structures
Shade Trees
Passive Turf Areas

In addition to the site amenities listed above, all Neighborhood Parks will have a minimum of five of the following site amenities listed below:

Covered Small Play Structure (ages 5-12)
Shaded/Covered Tot Lot (ages 2-5)
Multi-Use Sports Field
Interactive Water Play
Pool Facility
Restroom Building
Outdoor Dining and BBQ Area
Dog Park
Splash Pad
Skate Park
Exercise/Fitness Park
Bocce Ball Courts
Lawn Games
Pickleball Courts
Volleyball Court
Tennis Court
Basketball Court

Largest Park

The North Star Ranch "Largest Park" is intended to meet the larger recreation needs of all neighborhoods within the Community. Following the guidelines in the City of Buckeye's 2016 Parks and Recreation Master Plan, the North Star Ranch community will include a 69-acre Largest Park that has been conceived as a linear system of connected park areas along a major wash corridor, taking advantage of this unique Edge Condition to create a

signature park concept that will be unique to North Star Ranch and a point of pride for the Community and the City of Buckeye. The Largest Park is located to take advantage of the Community's street network and neighborhood pedestrian corridors to provide accessibility for the entire Community.

A signature component of the Largest Park is distinct activity areas with convenient individual access and parking, designed to maximize opportunities for access to varying neighborhoods throughout the Community instead of concentrating all activity and traffic in a single area. The Largest Park is connected by a one-of-a-kind trail corridor that includes a soft trail, bike trail, and paved community trail. In support of this one-of-a-kind trail corridor, grade separated roadway crossings will be provided over or under Desert Oasis Boulevard and 272nd Avenue. Individual parking areas near each activity node will allow for convenient parking and drop-off opportunities for sports and recreation events. The Largest Park will include Active Open Space and Passive Open Space areas. Typical programming within Activity Nodes for the Largest Park may include a parking lot (parking may be satisfied through several parking areas designed within the boundary of the Largest Park to allow the most flexible access to the amenities provided or a designated parking area), sports fields, court sports, a restroom, shade structures, picnic tables, barbeque areas or large and small children's play areas. Landscape areas should provide for a tree canopy for shade as well as other plantings with a character that is complimentary to the adjacent residential neighborhoods.

The Largest Park is planned to be owned and maintained by the homeowner's association. The homeowner's association and the City of Buckeye may develop a mutually beneficial programming agreement; inclusive of programs such as youth enrichment programs, youth and adult sports, and fitness programs, such that the City could utilize sports facilities and amenities in the Largest Park to provide City-sponsored programmed activities.

The Largest Park will be a minimum of 69 acres, with the core amenity area at 32 of the 69 acres, as shown on **Figure 10A, Largest Park - Overall, Figure 10B, Conceptual Largest Park - 1, Figure 10C, Conceptual Largest Park - 2, Figure 10D, Conceptual Largest Park 3,** and **Figure 10E, Conceptual Largest Park - 4.**

The Largest Park minimum site amenities include.

- On-Site parking
- Benches
- Trash Receptacles
- Picnic Tables
- Restroom Building
- Open Space
- Internal Trails and Paths
- Ramada/Built Structures
- Shade Trees
- Seating Nodes
- Passive Turf Areas
- Drinking Fountains
- Covered Small Play Structure (ages 5-12)
- Shaded/Covered Tot Lot (ages 2-5)

In addition to the above listed items, the Largest Park will provide similar amenities as shown in **Figure 10A, Conceptual Largest Park - Overall**, and may include items such as the following site amenities:

Multi-use Sports Field
Baseball Fields
Bike Course/Skate Park
Playground (ages 2-5)
Playground (ages 5-12)
Pool Facility
Splash Pad
Outdoor Dining, and BBQ Area
Dog Park
Exercise/Fitness Park
Bocce Ball Courts
Lawn Games
Bag Toss
Soccer Field
Little League Field
Basketball Court
Pickleball Courts
Volleyball Court
Tennis Court
Bicycle Parking/Tool Station
Great Lawn
Activity/Discovery Trail
Parking

Paths and Trails

A well-planned network of paths and trails provides residents with opportunities to connect with nature, interact with one another, and engage in recreational activities within a community. The following criteria and standards will ensure that paths and trails provide proper surface materials, widths, and locations in order to be fully utilized. The paths and trails within the Community will:

i. Connect between Development Parcels or be utilized as a regional connection.

ii. Be consistent in material and width.

iii. Include consistent surface materials and widths until the termination of the trail or path segment where a segment of a trail or path has been installed as a part of a phased improvement or where it is planned to be continued with future development.

Trail locations, access points, types and surface materials will be identified at the time of preliminary plat or site plan submittal. The following criteria will be considered for trails:

a. Path and Trails Hierarchy

   i. On-street: On-street trails or paths (sidewalks) may either be attached or detached from back of curb and will be concrete paved surfaces. On-street trails will be the minimum width as shown in the **Figures 16A-16D, Street Cross Sections.**

   ii. Open space: Open space trails include trails and paths which connect from an on-street trail into a proposed development area. Open space trails and paths will be a minimum of five feet in width. Surface materials may include any approved paving material, except where trails or paths serve as the primary connection to a park or other amenity feature in which case the trail or paths will be a concrete surface.

   iii. Multi-Use: Multi-Use trails and paths allow for multi-modal access including pedestrian and bicycle use. Trails and paths will be a minimum of eight feet wide and must either be a concrete paved surface, asphalt paved surface, or a combination of compacted stabilized trails, asphalt, or concrete.

b. Surface Materials

   i. Surface materials for trails and paths within the Community may include native soil, stabilized decomposed granite, decomposed granite, concrete, asphalt or a combination of materials, such as concrete and stabilized and concrete granite located side by side. Surface materials in the rights-of-way shall be concrete. Surface materials will be determined by the intended use of a trail or path.

c. Path and Trail Locations

   i. Paths and Trails may be located along roadways, easements, open space, and within residential and non-residential use areas. Refer to **Figure 8, Master Open Space and Trails Plan.**

d. For paths and trails identified in the City's Parks and Recreation Master Plan and Active Transportation Master Plan, public access easements will be dedicated during the platting process. Lighting may be provided along paths, including those identified as secondary paths. Significant shade, through landscaping will be provided along paths to improve human comfort.

Community Character

Walls

North Star Ranch will include a cohesive wall and fence hierarchy that is intended to promote a variety of forms and materials as well as ensure adequate privacy for each residential area. Walls and fencing will be used throughout the Community, in both residential and commercial areas, to establish community identity, provide protection, and allow privacy and security. The

use of walls and fences accentuates neighborhood features in addition to screening streets and adjacent uses.

Materials for walls constructed within the Community will complement the character of the Community and architecture. Walls will be constructed of masonry, brick, block, painted block, stone, stucco, steel, board form concrete, concrete, split-face, single-score or patterned integrally colored block or similar. Specific wall and fence types for individual projects will be defined at the time of subdivision plat or site plan submittal.

Wall Standards

Consistent wall design and character is important to create a cohesive appearance within the Community. All walls visible from public street and open spaces will be decorative walls. Where a pedestrian connection occurs between residential lots, walls, and fences along both sides of walkways are encouraged to be partially transparent while maintaining privacy for individual homeowners. This can be accomplished by minimizing continuous wall lengths as well as by using lower walls and view fences along residential property lines.

Theme Walls

Theme walls are those walls that are adjacent to streets and common areas and have heightened elements. Theme walls visible from street and common areas will be constructed of a minimum of two materials including masonry, brick, block, painted block, stone, stucco, steel, board form concrete, split-face, single-score or patterned integrally colored block or similar enhancement and may include changes in color or texture. Theme walls will be a minimum of five feet in height and a maximum of eight feet in height, not including retaining walls. Theme walls along arterial or collector streets with a continuous length greater than 400 feet, will incorporate an undulating pattern (horizontal movement) at minimum intervals of every 400 feet. The undulation depth of these horizontal movements from the street line will be a minimum of three feet, outside of the City right-of-way, including use of decorative columns to provide variety and visual interest. The wall offset may occur with the same wall material, pilaster, or decorative column made up of complimentary materials. Wall undulation requirements may also be satisfied with accent panels which are four feet or greater in length and provide a contrast against the theme wall. Accent panels may be composed of one material or combination of materials. If there is a change in the design of the wall, a transition to the new design must be incorporated into the design of the proposed wall.

Decorative Columns

Walls along arterial streets and collector streets will implement a decorative column that contrasts and compliments the character of the theme wall. Decorative columns can use the same masonry materials as a theme wall. Decorative columns may be utilized to satisfy wall undulation requirements. Decorative columns will be scaled in height proportionate to the adjacent wall and be a minimum width of two feet with an offset from the wall of at least two-inches. Decorative columns will be utilized as a transition between wall types. Decorative columns will be provided at minimum intervals every 400 feet.

Secondary Theme Walls

Walls that are visible to the public, at end tract conditions, and occur adjacent to a fully improved common area (where enhancements such as landscape, trails or lighting have been planned), will be an enhanced interior wall or a secondary theme wall. Enhanced interior walls will be constructed from a minimum of two materials including masonry, brick, block, painted block, stone, stucco, steel, board form concrete, split-face, single-score or patterned integrally

colored block or similar enhancement and may include changes in color or texture. Enhanced interior walls will be a minimum of five feet in height and a maximum of seven feet in height along a collector street and eight feet in height along an arterial street, not including retaining walls. Refer to Section 8.0, Development and Design Standards and Guidelines in this CMP for modifications to the City's standard.

Standard Walls

Walls adjacent to unimproved corridors, and where the wall is not visible from public view, may be constructed of a four-inch masonry wall (aka 'Dooley Wall') that is a minimum of five feet in height and a maximum of six feet in height, not including retaining walls.

Retaining Walls

Retaining walls adjacent to any arterial or collector street, community open space, park or trail will be a minimum of five feet from a sidewalk. Residential retaining walls will not exceed four feet in height and must terminate a minimum of five feet from the back of sidewalk. Retaining walls will match the materials and color of adjacent walls where they occur. Non-residential retaining walls will not exceed four feet in height. Should additional height be required, the wall will be offset at a minimum of four feet or one foot per one foot of height, whichever is greater. View fences not exceeding six feet in height above the highest part of adjacent natural grade may be added to a retaining wall. Any retaining wall retaining earth for the roadway prism shall be designed to LRFD standards.

Where an end tract masonry wall is located atop a retaining wall, the height of both walls may not exceed eight feet to the edge visible to the public and ten feet to the homeowner side. All retaining walls to be waterproofed and adequately drained if required, on the surcharge side.

View Fences

View fencing is encouraged to be located adjacent to enhanced or active common areas such as open space tracts, parks, or other enhanced open space conditions that are 30 feet and wider, except where high intensity uses, or amenity lighting is in general proximity. Residential view fences will not exceed six feet in height whether stand-along or combined with masonry walls. Residential view fences are not required on a side yard of a residential lot.

Community Signage

The primary function of signage within North Star Ranch is to celebrate arrival, create a sense of place, and provide wayfinding for vehicular and pedestrian destinations. The signage within the Community should also reinforce the overarching character and development identity, as well as promote a high-quality aesthetic. While signage character and aesthetics will differ from primary entries, parcel entries, and park entries, the continuity in appearance shall be achieved through establishing a level of quality and finish to be executed in all applications. Signage locations and types will be defined at the time of subdivision plat or site plan submittal. Refer to ***Figure 11A, Conceptual Entry Approach Signage, Figure 11B, Conceptual Entry Monument - 1, and Figure 11C, Conceptual Entry Monument - 2*** for general theme, dimensions, and concepts envisioned for North Star Ranch.

Access and Circulation

Primary access to North Star Ranch will be by way of two bridges that cross the Central Arizona Project Canal at the Canyon Springs Boulevard and Desert Oasis Boulevard alignments. These roadway corridors and bridges will be built by the developer and satisfy the requirement for two points of access for the Project. Both Canyon Springs Boulevard and Desert Oasis

Boulevard will be extended north from existing alignments within Sun City Festival to the south.

Previously negotiated and approved street cross-sections will be allowed within Phase 1 of North Star Ranch as shown on **Figure 15, Master Street and Circulation Plan** and **Figure 16E, Phase 1 Street Cross Sections 9-10**. The remaining phases will meet the current City of Buckeye street cross-sections as depicted on **Figure 16A, Street Cross-Sections 1-2**, **Figure 16B, Street Cross-Sections 3-4**, **Figure 16C, Street Cross-Sections 5-6, and Figure 16D, Street Cross-Sections 7-8.**

Turner Parkway (200' full right-of-way width), a planned regional parkway corridor, enters the Project at the mid-point of the western boundary and veers northeast generally along the 275th Avenue alignment. The Project incorporates three 140' wide major arterial (130' within the Phase 1) streets. These include, 1) Canyon Springs Boulevard, which enters the Project from Sun City Festival and meanders north, 2) Desert Oasis Boulevard enters the Project from Sun City Festival and meanders north until intersecting with Turner Parkway, and 3) Pinnacle Peak Road, which runs east/west through the Project. Happy Valley Road is a 120' wide arterial street and enters the Project from the northeast and intersects into Canyon Springs Boulevard. A series of 80' wide Collector (70' within the Phase 1) streets provide circulation internal to the Project, connection to Festival Ranch to the west, and connection to small isolated parcels south of the Project and north of the CAP Canal. Local streets will be developed throughout the Project both within and to adjacent residential neighborhoods and community mixed-use areas. Refer to **Figure 15, Master Street and Circulation Plan** for street designations, locations, right-of-way widths, and location of Phase 1.

SCHOOLS

North Star Ranch is located within the Wickenburg Unified School District. The School District has worked with the property ownership to determine the general location, size, and number of schools needed for the Project. Three elementary schools are planned and are equally distributed throughout the Project, all with frontage along collector streets. The size of the elementary schools range, generally, from 12 acres to 16 acres. A high school site is planned and is centrally located at the intersection of Pinnacle Peak Road (an arterial street) and a collector street, across from the Largest Park. The school site locations are conceptually identified on **Figure 8, Master Open Space and Trails Plan** to illustrate how the placement of schools can be integrated with the parks, open space, trails, and street circulation system.

An additional K-8 school is planned nearby within Festival Ranch to the west of the Project. Students west of Turner Parkway will likely attend the school planned within Festival Ranch to prevent students from having to cross Turner Parkway. Students east of Turner Parkway will likely attend the K-8 schools planned within North Star Ranch. North Star Ranch will work with the School District to implement best practices and design safe routes to school for Community residents.

If any of the proposed elementary school sites as shown on **Figure 6, Proposed Land Use Map** are deemed no longer necessary to serve the student population of North Star Ranch, any such school site may be replaced with residential uses, community centers, recreation centers, parks, or open space, as determined in the discretion of the property owner and approval from the City to verify access and the appropriate infrastructure is available for the proposed use. Development of school sites as residential will not be allowed to increase or

decrease the overall maximum number of allowable residential units for North Star Ranch as shown in Table 2. Land Use Table.

PHASING

As with any large master plan, market economics will have a significant impact on the overall phasing of the Project. North Star Ranch will be phased as appropriate based on market needs provided each phase is able to be served with adequate utilities and streets. Ultimate utility phasing, as discussed in each utility master plan as approved by the City, will be determined with each preliminary plat submittal.

7.0 LAND USES AND ZONING DISTRICTS

The North Star Ranch land use plan is comprised of multiple large development parcels ("CMP Parcels") that are each assigned a Land Use designation, which broadly defines the predominant intended land use for that parcel. The Land Use designations within North Star Ranch include Neighborhood Residential ("NR"), Community Mixed-Use ("CMU"), Light Industrial ("LI"), Public Facilities ("PF"), Parks, and an Employment/Solar Overlay area. The overall Land Use Designations and percentages are represented in **Table 1, Land Use Summary**.

TABLE 1
LAND USE SUMMARY

Land Use Category (1)	Gross Area (Acres)	Gross Area (%)	Total Proposed Target Units	Total Proposed Target Units (%)
NR	2,462	87%	8,269	86%
CMU	200	7%	1,399	14%
Parks (2)	71	3%	-	-
PF	53	2%	-	-
LI	31	1%	-	-
Total	**2,818**	**100%**	**9,668**	**100%**

(1) Land Uses are defined as Neighborhood Residential (NR), Community Mixed Use (CMU, Public Facility (PF), and Light Industrial (LI).

(2) Acreage reflects only the "Parks" designated on the master plan. Additonal neighborhood and pocket parks will be identified within the NR and CMU Land Use Categories as the Project develops.

Table 2, Land Use Table describes the Land Use Designations, gross acres, maximum number of units, proposed target units, and target densities for each CMP Parcel as represented on **Figure 6, Proposed Land Use Map**. The target units assigned to each CMP Parcel represent the initial density allocation. The number of target units allocated to a CMP Parcel may be increased up to the maximum number of units allowed provided the target units and target density for a CMP Parcel are not increased without a companion decrease in the target unit allocation for another CMP Parcel. This will help maintain the overall density balance for the Project and ensure the maximum unit allocation for North Star Ranch is not exceeded. The overall residential density for North Star Ranch is capped at a maximum of 3.4 dwelling units per acre (du/ac). The maximum number of residential dwelling units allowed for North Star Ranch is 9,668. In order to track the density and unit allocation for each CMP Parcel, and the maximum number of units for the Project, each preliminary plat or site plan must include an updated version of **Table 2** that includes the actual dwelling unit allocation and density for the CMP Parcel, and the remaining units for the entire Project.

As the Project develops, CMP Parcels will likely be further divided into individual development parcels (each a "CMP Sub—Parcel"). The maximum number of units and target density allowed for any CMP Sub-Parcel will be governed by the allocations in Table 2 for the overall CMP Parcel. The target density allocated for a CMP Parcel may be achieved by using a combination of underlying base zoning districts, lot sizes and housing types within the CMP Sub-Parcels. This provides homebuilders and developers flexibility and the ability to respond to market conditions as North Star Ranch develops and future residential preferences are known.

The underlying base zoning district and unit count allocation for each CMP Parcel, or CMP Sub-Parcel, will be determined at the time of preliminary plat or site plan approval. As noted above, each preliminary plat or site plan must include an updated version of Table 2 that includes the actual dwelling unit allocation and density for the CMP Parcel, and the remaining units for the entire Project.

TABLE 2: LAND USE

CMP Parcel No. (1)	Land Use Category (4)	Gross Area (Acres)	Maximum No. of Units Allowed (1)(2)(3)	Total Proposed Units (Target Units) (1)(2)	Target Gross Density (1)(2)
1	NR	274	1,234	833	3.0
2	CMU	8	226	52	7.0
3	NR	124	557	388	3.1
4	NR	93	420	306	3.3
5	NR	27	120	62	2.3
6	OS	2	-	-	-
7	NR	129	581	347	2.7
8	NR	74	335	251	3.4
9	CMU	26	510	178	7.0
10	CMU	19	371	129	7.0
11	NR	267	1,200	932	3.5
12	NR	146	659	512	3.5
13	NR	226	1,017	790	3.5
14	PF - Water Campus	11	-	-	-
15	NR	175	787	610	3.5
16	NR	174	784	609	3.5
17	PF - High School	41	-	-	-
18	NR	92	413	321	3.5
19	LI	31	-	-	-
20	NR	164	739	574	3.5
21	CMU	20	400	140	7.0
22	CMU	73	1,100	513	7.0
23	CMU	35	709	248	7.0
24	NR	116	522	405	3.5
25	Park	69	-	-	-
26	NR	76	343	267	3.5
27	CMU	20	399	139	7.0
28	NR	138	620	481	3.5
29	NR	80	361	280	3.5
30	PF - APS Sub-Station	2	-	-	-
31	NR	86	387	301	3.5
Total		**2,818**	**9,668(3)**	**9,668**	**3.4**

Footnote:

(1) Maximum and Target density are based on the CMP Parcel as defined in **Figure 6, Proposed Land Use Map**. As the Project develops, a CMP Parcel may be divided into smaller CMP Sub-Parcels. The Maximum and Target density allowed within a CMP Sub-Parcel will be determined by the CMP Parcel allocation as defined in **Table 2**.

(2) A Community Mixed-Use ("CMU") Parcel may be developed, or partially developed, with residential uses utilizing one of the allowed residential zoning districts, as outlined in the **Community Mixed Use Zoning Districts** section below, provided that the total residential unit count for all CMU Parcels, combined, may not exceed 1,399 dwelling units. The location, configuration, size and residential zoning district classification for a residential project within a CMU Parcel, if any, will be determined at the time of site plan review or preliminary plat, as appropriate. **Table 1** establishes an overall target density of 7 du/ac for the CMU Parcels as a benchmark; however, individual residential projects within a CMU Parcel may exceed 7 du/ac and the specific target gross density shown in **Table 2** provided that: 1) the density of a single residential development project does not exceed 30 du/ac, 2) the maximum number of units as provided in **Table 2** for an individual CMU Parcel is not exceeded, 3) the total number of residential units in all CMU parcels does not exceed 1,399 dwelling units and 4) the total number of dwelling units within North Star Ranch does not exceed 9,668 dwelling units.

(3) The maximum number of units when adding the maximum number of units allowed for each CMP Parcel totals 14,795; however, the maximum number of units permitted for the entire project is limited to a maximum of 9,668.

(4) Land Uses are defined as Neighborhood Residential (NR), Community Mixed Use (CMU), Public Facility (PF), and Light Industrial (LI).

Each Land Use designation, as described above and in detail below, accommodates multiple underlying base zoning districts such that a variety of complementary land uses and product types may be developed within an individual CMP Parcel. A comparison of the North Star Ranch dimensional standards with the Development Code are provided in **Appendix A, Dimensional Standard Comparisons**.

Neighborhood Residential (NR) Zoning Districts

The Neighborhood Residential Land Use designation provides for a full range of housing opportunities to be developed within the residential neighborhoods of North Star Ranch. Allowed product types may include traditional single-family detached, single-family attached, townhomes or duplexes, cluster product, and multifamily uses such as apartments, condominiums, and single-family for rent products. The Neighborhood Residential Land Use also permits complementary non-residential land uses such as small-scale neighborhood commercial, office, and educational institutions.

Several underlying base zoning districts are permitted within the NR parcels as shown in **Table 3, Permitted NR Zoning Districts** to provide the flexibility and ability to respond to market demands as North Star Ranch develops and future residential and commercial preferences are known.

TABLE 3
PERMITTED NR ZONING DISTRICTS

LAND USE	ALLOWED BASE ZONING DISTRICTS (Per Development Code Article 2)
NR	SF-10, SF-6, SF-3, SF-1, MF-1, MF-2 (1), and C-1 (2)

Footnote:

(1) MF-2, limited to a maximum of 16 net-acres of a NR CMP Parcel, is permitted along an arterial and/or collector street.

(2) Neighborhood commercial, limited to a maximum of 8 net-acres of a NR CMP Parcel, is permitted at the intersection of arterials and/or collector streets.

The NR zoning districts shall comply with the requirements of the Development Code, including the provisions within Table 3.1-1: Table of allowed Uses in Article 3, Use Regulations, except as specifically modified herein. The dimensional standards for NR zoning districts are shown in **Table 4, NR District Dimensional Standards.** A comparison of North Star Ranch and the Development Code are provided in **Appendix A.**

TABLE 4
NR DISTRICT DIMENSIONAL STANDARDS

NR Dimensional Standards									
District [14]		North Star Ranch SF-10 Standards	North Star Ranch SF-6 Standards	North Star Ranch SF-3 Standards		North Star Ranch SF-1 Standards	North Star Ranch MF-1 Standards [10]	North Star Ranch MF-2 Standards	North Star Ranch C-1 Standards
				Traditional	Non-Traditional Small Lot [13]				
Density, maximum (du/gross ac.)		-	-	-	-	-	15.0	30.0	-
Lot Dimensions, minimum	Lot Size (sq. ft.) [12]	7,480	5,250	4,000	2,500	1,000	-	-	-
	Lot Width (ft.) [1]	68	50	40	30	20	-	-	-
	District Size, maximum (ac.)	-	-	-	-	-	-	16.0	8.0
Setbacks, minimum	Front (ft.)	Front-loaded garage - 18 [4] Side-loaded garage - 10 Livable - 10	Front-loaded garage - 18 [4] Side-loaded garage - 10 Livable - 10	Front-loaded garage - 18 [4] Side-loaded garage - 10 Livable - 10	4	0	15	0	All neighborhood commercial shall front arterial or collector streets
	Side (ft.)	5 w/13 aggregate [2]	5 w/ 10-13 aggregate [2] [5]	5 [2]	0 [2][11]	0 [2][11]	5 [2]	5 [2]	Adjacent to residential district - 30 All others - 10
	Rear (ft.)	25 [3][6][7]	20 [3][6][7]	15 [3][6][7]	10 [6][9][11]	8 [3][6]	15 [3]	10 [3]	Adjacent to residential district - 30 All others - 0
Lot Coverage, maximum (%)		N/A [8]	N/A [8]	N/A [8]	N/A [8]	N/A [8]	70	95	50
Building Height, maximum (ft.)		35	35	30	45	50	50	50	30

Notes:

[1] Lot width is measured at the front building line.

[2] An additional 5 feet of setback, or an open space tract a minimum of 8' in width, shall be required for all corner lots adjacent to public right-of-way.

[3] For accessory buildings, a 5-foot minimum setback.

[4] A minimum 20' distance is required from back of sidewalk to the face of garage.

[5] SF-6 lots less than 58' in width shall have side yard setbacks that total no less than 10' in width and SF-6 lots 58' and greater in width shall have side yard setbacks that total 13' in width.

[6] Rear yard setback can be reduced to 3' where garage is not accessed from public street but is accessed from an alley, courtyard, or shared drive.

[7] Patio covers may encroach to within 10' of rear property line.

[8] Maximum lot coverage does not apply and lot coverage is controlled by the required yard setbacks.

[9] For accessory buildings, 0 setback.

[10] Minimum building separation for Horizontal Multi-family is subject to Fire Code requirements.

[11] Minimum building separation subject to Fire Code requirements.

[12] Lot depth may be reduced by 10' on cul-de-sac and knuckle lots.

[13] Non-Traditional Small Lot includes product types such as cluster homes, z-lots, alley loaded product, and other non-standard product types. Refer to **Figure 7, Representative Examples of Non-Traditional Small Lots** for examples.

[14] Refer to **Appendix A** for comparison to Development Code.

Neighborhood Residential Uses

The allowed uses for the Neighborhood Residential zoning districts shall comply with the Development Code, Article 3, Use Regulations, except as modified below, including those residential use types similar to those specifically allowed pursuant to Table 3.1-1 or as outlined herein will also be allowed.

Additional Allowed Uses. The following additional uses are permitted within North Star Ranch within the specified zoning district as described below.

MF-1: Dwelling, Horizontal Multifamily. Dwellings designed for independent occupancy by one or more families in separate units located on a single lot, such dwelling types may include duplex, multi-family, or single-family detached, or a combination thereof.

SF-3, Traditional and Non-Traditional and SF-1:

Dwelling, Single-Family Attached. A dwelling on an individual lot designed for or used by one family with common walls shared by adjoining dwellings in groups of three or more attached units, including townhomes or similar dwelling types.

SF-10, SF-6:

Accessory Dwelling Unit. A residential living unit on the same parcel as a Single-Family Detached Dwelling that provides complete independent living facilities (including kitchen and bathroom facilities) for one or more persons. An Accessory Dwelling Unit may include a detached unit, a unit that is part of an accessory structure, or a unit included within a primary dwelling. Commonly referred to as a "granny flat," "mother-in-law suite," "casita," and "secondary suite."

Public Facilities including public safety facilities, the water campus, well sites, public or private schools, electric substations, and other similar facilities are allowed within any zoning district.

Regional Wireless Cooperative Public Safety Communication Towers for Public Safety shall be exempt from any use and height requirements or restrictions.

Prohibited Uses. The following uses, which are permitted or conditionally permitted per the Table of Allowed Uses in Section 3.1 of the Development Code, are not permitted within North Star Ranch within the specified zoning district.

SF-10: Dwelling, Manufactured Home; Boarding House/Guest Room; Shelter Care Facility, Homeless; and Cemetery.

SF-6: Dwelling, Manufactured Home; Boarding House/Guest Room; Shelter Care Facility, Homeless; and Cemetery.

SF-3: Dwelling, Manufactured Home and Boarding House/Guest Room.

SF-1: Dwelling, Manufactured Home.

MF-1: Boarding House/Guest Room; Shelter Care Facility, Homeless; and Cemetery.

MF-2: Boarding House/Guest Room; Shelter Care Facility, Homeless; and Cemetery.

C-1: Shelter Care Facility, Homeless; Shelter Care Facility; Cemetery; Crematorium or Funeral Parlor, College or University; Golf Course, Unlighted; and Golf Course/Driving Range, Lighted.

Conditional Uses. Telecommunication Tower (including any facility with a Tower, but excluding Small Wireless Facilities within the right-of-way) are a Conditional Use pursuant to the requirements of the Development Code subject to the following additional condition:

> Telecommunication Tower (including any facility with a Tower, but excluding Small Wireless Facilities within the right-of-way) are allowed as a Conditional Use provided that enhanced architectural design may be required by the North Star Ranch master developer or homeowner's association pursuant to future North Star Ranch Conditions, Covenants and Restrictions.

Community Mixed Use (CMU) Zoning Districts

The Community Mixed-Use Land Use designation provides opportunities for vertical and horizontal mixed-use developments that may include non-residential uses such as retail, commercial, offices, entertainment, hospitality, and medical (among others) alongside residential uses such as multifamily or various types of single-family developments. North Star Ranch's CMU Land Use areas are intended to serve the needs of, primarily, North Star Ranch residents and are concentrated in higher intensity areas with multi-modal transportation corridors such as the intersections of Turner Parkway and Desert Oasis Boulevard, Turner Parkway and Pinnacle Peak Road, and Canyon Springs Boulevard and Pinnacle Peak Road.

As a mixed-use land use, a portion of CMP Parcels designated as Community Mixed Use may be utilized for residential development, with a maximum residential unit count of 1,399 dwelling units for the aggregated CMU areas within all of North Star Ranch. The specific location, configuration, size and land use or product type for residential areas within the CMU CMP Parcels will be determined at the time of preliminary plat or site plan approval. For the purpose of initial unit count allocations, **Table 2, Land Use Table** establishes an overall target density of 7 dwelling units per acre for CMP Parcels. Individual residential development projects within all or a portion of a CMU CMP Parcel may exceed the density noted for each CMP Parcel under the following conditions:

> 1) Density of an individual residential development project within a CMU CMP Parcel does not exceed 30 dwelling units per acre;
>
> 2) Maximum number of dwelling units as provided in **Table 2, Land Use Table** for any given CMU CMP Parcel is not exceeded;
>
> 3) Total number of dwelling units in all CMU CMP Parcels does not exceed 1,399 dwelling units; and
>
> 4) Total dwelling units in North Star Ranch does not exceed 9,668 dwelling units.

The CMU CMP Parcels shown on **Figure 6, Proposed Land Use Map**, may be reconfigured in response to specific development requests so long as the overall acreage is maintained and the modification does not constitute a substantial alteration of the fundamental nature and character of the Land Use Master Plan as determined by the Development Services Director. Any such modification will be considered a Minor Amendment to the Community Master Plan

and review and approved pursuant to the Minor Amendment provisions in Section 8.6 of the Development Code.

Several underlying base zoning districts are permitted within the CMU parcels as shown in **Table 5, Permitted CMU Zoning Districts** to provide the flexibility and ability to respond to market demands as North Star Ranch develops and future residential and commercial preferences are known.

TABLE 5
PERMITTED CMU ZONING DISTRICTS

LAND USE	ALLOWED BASE ZONING DISTRICTS (Per Development Code, Article 2)
CMU	CMU, C-1, C-2, MF-1, MF-2, SF-6, SF-3, SF-1

The CMU zoning districts shall comply with the requirements of the Development Code except as specifically modified herein. The dimensional standards for the MF-1, MF-2, SF-6, SF-3, and SF-1 zoning districts, as allowed within the CMU CMP Parcels, are shown in **Table 4, NR District Dimensional Standards** (see previously). The dimensional standards for the CMU, C-1, and C-2 zoning districts, as allowed within the CMU CMP Parcels, are shown in **Table 6, CMU District Dimensional Standards**).

TABLE 6
CMU DISTRICT DIMENSIONAL STANDARDS

District [5]		North Star Ranch CMU Standards	North Star Ranch C-1 Standards	North Star Ranch C-2 Standards
Density, maximum (du/gross ac.)		30/20 [3]	-	-
District Size, minimum (ac.)		5.0 acres	-	-
Setbacks, minimum	Front (ft.)	0	0 All neighborhood commercial shall front arterial or collector streets	Adjacent to residential district - 20 All others - 0
	Side (ft.)	0/15[1][4]	Adjacent to residential district - 30 All others - 10	Adjacent to residential district - 50 All others - 10
	Rear (ft.)	0/15 [2][4]	Adjacent to residential district - 30 All others - 0	Adjacent to residential district - 50 All others - 0
Lot Coverage, maximum (%)		90	50	60
Building Height, maximum (ft.)		90	30	50
Minimum Building separation		Subject to Fire Code requirements.		

[1] Corner lots shall have a minimum 10-foot side setback on the street sides.

[2] If alleys are used in a development, there is a minimum 30' building face to building face separation across the alley.

[3] 30 du/ac on parcels less than 15 acres, 20 du/ac on parcels 15 acres or greater, with an overall Project target density of 7 du/ac.

[4] Additional 15' setback for commercial, retail, office, multifamily type uses when adjacent to single-family residential uses within the NR district.

[5] Refer to **Appendix A** for comparison to Development Code.

CMU Uses

The allowed uses for the Community Mixed Use zoning districts shall comply with the Development Code, Article 3, Use Regulations, except as modified below, including those residential use types similar to those specifically allowed pursuant to Table 3.1-1 or as outlined herein will also be allowed.

Additional Allowed Uses. The following additional uses, are permitted within North Star Ranch within the specified zoning districts as described below.

CMU and MF-1:

Dwelling, Horizontal Multifamily. Dwellings designed for independent occupancy by one or more families in separate units located on a single lot, such dwelling types may include duplex, multi-family or single-family detached, or a combination thereof.

SF-3, Traditional and Non-Traditional and SF-1:

Dwelling, Single-Family Attached. A dwelling on an individual lot designed for or used by one family with common walls shared by adjoining dwellings in groups of three or more attached units, including townhomes or similar dwelling types.

SF-6:

Accessory Dwelling Unit. A residential living unit on the same parcel as a Single-Family Detached Dwelling that provides complete independent living facilities (include kitchen and bathroom facilities) for one or more persons. An Accessory Dwelling Unit may include a detached unit, a unit that is part of an accessory structure, or a unit included within a primary dwelling. Commonly referred to as a "granny flat," "mother-in-law suite," "casita," and "secondary suite." Subject to Sections 3.3.4.A.2 through 3.3.4.A.5 of the Development Code.

C-1 and C-2:

Mini-Storage, Indoor and Mini-Storage, Outdoor permitted by right.

Public Facilities including public safety facilities, the water campus, well sites, public or private schools, electric substations and other similar facilities are allowed within any zoning district.

Prohibited Uses. The following uses, which are permitted or conditionally permitted per the Table of Allowed Uses in Section 3.1 of the Development Code, are not permitted within North Star Ranch within the specified zoning district.

SF-6: Dwelling, Manufactured Home; Boarding House/Guest Room; Shelter Care Facility, Homeless; and Cemetery.

SF-3: Dwelling, Manufactured Home and Boarding House/Guest Room.

SF-1: Dwelling, Manufactured Home.

MF-1: Boarding House/Guest Room; Shelter Care Facility, Homeless; and Cemetery

C-1: Shelter Care Facility, Homeless; Shelter Care Facility; Cemetery; Crematorium or Funeral Parlor, College or University; Golf Course, Unlighted; and Golf Course/Driving Range, Lighted.

CMU: Shelter Care Facility, Homeless; Shelter Care Facility; Cemetery; Crematorium or Funeral Parlor.

Conditional Uses. Telecommunication Tower (including any facility with a Tower, but excluding Small Wireless Facilities within the right-of-way) are a Conditional Use pursuant to the requirements of the Development Code subject to the following additional condition:

> Telecommunication Tower (including any facility with a Tower, but excluding Small Wireless Facilities within the right-of-way) are allowed as a Conditional Use provided that enhanced architectural design may be required by the North Star Ranch master developer or homeowner's association pursuant to future North Star Ranch Conditions, Covenants and Restrictions.

Light Industrial (LI) Zoning Districts

The Light Industrial Land Use designation provides for more intense employment opportunities within North Star Ranch. The Light Industrial CMP Parcel is approximately 31 acres and is located between two major power line corridors in the northwestern-most quadrant of the Project. The development profile of anticipated users includes contractors and service-oriented companies, warehousing, storage, distribution and other research and development uses.

The permitted underlying base zoning district for LI is I-1 as shown in **Table 6, Permitted LI Zoning Districts**.

TABLE 7
PERMITTED LI ZONING DISTRICTS

LAND USE/ OVERLAY	ALLOWED BASE ZONING DISTRICTS (Per Development Code, Article 2)
LI	I-1

Development within the LI zoning district shall comply with the requirements of the Development Code except as specifically modified herein. The dimensional standards for LI are shown in **Table 8, LI District Dimensional Standards.**

TABLE 8
LI DISTRICT DIMENSIONAL STANDARDS

District [1]		North Star Ranch L-1 Standards
Lot Coverage, maximum (%)		80
District Size, minimum (acres)		-
Setbacks, minimum	Front (ft.)	Adjacent to arterial - 40 All others - 20
	Side (ft.)	Adjacent to residential district - 75 Adjacent to rail ROW - 0 All others - 20
	Rear (ft.)	Adjacent to residential district - 75 Adjacent to rail ROW - 0 All others - 20
Building Height, maximum (ft.)		55 at setback; increase 1 ft for every 3 ft in additional setback to a max of 120
Minimum Building separation		Subject to Fire Code requirements.

[1] Refer to **Appendix A** for comparison to Development Code.

Light Industrial Uses

The allowed uses for the Light Industrial zoning districts shall comply with the Development Code, Article 3, Use Regulations, except as modified below.

Additional Allowed Uses. The following additional uses, are permitted within North Star Ranch within the specific zoning districts as described below.

I-1: Arboretum or botanical garden, Community playfields and parks, Parks and not–for-profit nature preserves, Business or professional office.

Public Facilities including public safety facilities, the water campus, well sites, public or private schools, electric substations and other similar facilities are allowed within any zoning district.

Telecommunication Tower (including any facility with a Tower, but excluding Small Wireless Facilities within the right-of-way) are allowed as a Conditional Use provided that enhanced architectural design may be required by the North Star Ranch master developer or homeowner's association pursuant to future North Star Ranch Conditions, Covenants and Restrictions.

Prohibited Uses. The following uses, which are permitted or conditionally permitted per the Table of Allowed Uses in Section 3.1 of the Development Code, are not permitted within North Star Ranch within the specified zoning district.

I-1: Shelter Care Facility, Homeless and Cemetery.

Employment/Solar Overlay District

North Star Ranch includes residential neighborhoods, commercial and employment centers, and community-oriented uses intended to create a holistic and sustainable community. In order to promote an environment that provides opportunities for solar technology, the North Star Ranch CMP includes provisions for a Solar Overlay to allow for the design, development, and operation of a solar generation facility to serve the needs of the public and residents of North Star Ranch. Additionally, an Employment Overlay within this same area permits flexibility within the northwestern portion of the Property for the potential expansion of employment uses.

The Solar/Employment Overlay is depicted on **Figure 6, Proposed Land Use Map** within the northwest quadrant of the Project and encompasses approximately 381 acres. Solar generation facilities and employment uses shall be permitted to locate anywhere within the overlay area. The solar generation facilities, if developed, may develop as an interim use that ultimately transitions to the underlying NR or CMU land use designations. A buffer of 100 feet must be maintained between a solar use and any residential use.

Any solar generating facility developed within the Solar/Employment Overlay will comply with the provisions of the L-1 zoning district as set forth within the Development Code Section 3.2.2.J and **Table 9, Solar Overlay Dimensional Standards** as provided herein. Employment uses developed within the Solar/Employment Overlay will conform to the allowed uses and dimensional standards set forth in the CMU land use designation as defined herein.

TABLE 9
SOLAR OVERLAY DIMENSIONAL STANDARDS

District		North Star Ranch Solar Standards
Lot Coverage, maximum (%) [1]		30
Lot Size, minimum (acres)		50
Setbacks, minimum	**Front (ft.)**	Adjacent to arterial - 50 All others - 20
	Side (ft.)	Adjacent to residential district - 100 Adjacent to rail ROW - 0 All others - 20
	Rear (ft.)	Adjacent to residential district - 100 Adjacent to rail ROW - 0 All others - 20
Building Height, maximum (ft.) [2]		55 at setback; increase 1 ft for every 3 ft in additional setback to a max of 120
Minimum Building separation		Subject to Fire Code requirements

[1] Free-standing, ground-mounted solar devices shall not count toward the lot coverage requirements.

[2] Thermal towers may be up to 200 feet in height provided that the tower is centrally located on the property and maintains a safe fall-zone equal to or greater than the height of the tower. Additional building height for structures that are clearly incidental and/or accessory to the generation of power or the collecting of solar may be approved through the issuance of a Conditional Use Permit.

8.0 DEVELOPMENT AND DESIGN STANDARDS AND GUIDELINES

Article 5, Development and Design Standards and Guidelines of the Development Code shall govern, except as modified within this CMP. Following are specific amendments to the Development Code.

Building Standards and Guidelines

All residential and commercial building standards and guidelines shall comply with the Development Code, Section 5.6, Off-Street Parking, Section 5.7, Residential Building Standards and Guidelines, and Section 5.8, Commercial Building Standards and Guidelines, except as specifically modified below.

Section "5.7.2.C – Maximum Garage Width" is amended as follows*:*

1. ~~*The maximum width of front-loaded garages, including the garage door and architectural elements on each side of the garage door, shall not exceed 30 percent of the overall building façade width on lots of 10,000 square feet or greater; 40 percent of the façade width on lots of between 6,000 and 10,000 square feet; and 50 percent of the façade width on lots of less than 6,000 square feet.*~~

   THE MAXIMUM WIDTH OF GARAGE DOORS ON FRONT LOADED GARAGES, INCLUDING THE GARAGE DOOR BUT EXCLUDING ANY ARCHITECTURAL ELEMENTS ON EACH SIDE OF THE GARAGE DOOR, SHALL NOT EXCEED 40% OF THE OVERALL BUILDING FAÇADE ON LOTS HAVING A TYPICAL WIDTH GREATER THAN 80 FEET, 50% OF THE OVERALL BUILDING FAÇADE ON LOTS HAVING TYPICAL WIDTHS 60 FEET AND GREATER BUT LESS THAN OR EQUAL TO 80 FEET, AND 57% OF THE FAÇADE ON LOTS HAVING A TYPICAL LOT WIDTH LESS THAN 60 FEET.

   THIS MAXIMUM GARAGE WIDTH SHALL NOT APPLY TO ANY BUILDING FRONTING A STREET OR OPEN SPACE WHOSE GARAGE ORIENTATION IS OTHER THAN THE FRONT STREET, SUCH AS A SIDE-LOADED GARAGE, AND INCLUDING THOSE THAT FRONT ON AN ALLEY, COURTYARD OR SIMILAR SHARED DRIVE, OR DETACHED FROM THE PRINCIPAL BUILDING AND LOCATED IN THE REAR YARD.

2. ~~*On homes that incorporate an RV Garage, the maximum aggregate width of the garage doors attached to the primary residence and facing the front of the lot shall not exceed 45 percent of the overall building façade. Unless the individual doors are separated by 4 feet, and one of the garage doors is setback at least 6 feet, in which case the maximum aggregate width shall not exceed 51 percent of the overall building façade.*~~

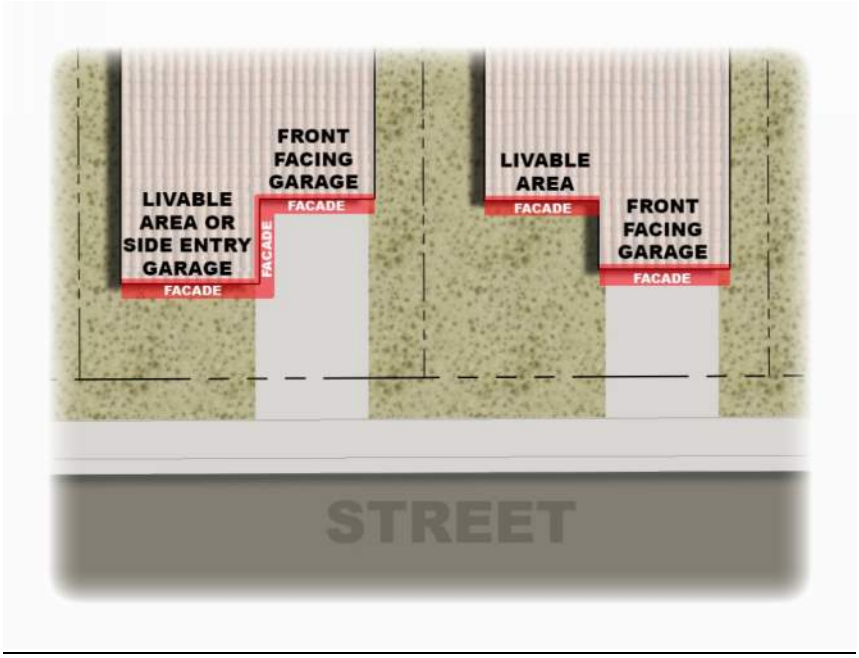
   ON HOMES THAT INCORPORATE AN RV GARAGE, THE MAXIMUM AGGREGATE WIDTH OF THE GARAGE DOORS ATTACHED TO THE PRIMARY RESIDENCE AND FACING THE FRONT OF THE LOT SHALL NOT EXCEED 55% OF THE OVERALL BUILDING FAÇADE. UNLESS THE INDIVIDUAL DOORS ARE SEPARATED BY 4 FEET, AND ONE OF THE GARAGE DOORS IS SETBACK AT LEAST 6 FEET, IN WHICH CASE THE MAXIMUM AGGREGATE WIDTH SHALL NOT EXCEED 58% OF THE OVERALL BUILDING FAÇADE.

3. ~~*The maximum number of homes that incorporate an RV garage within a subdivision shall not exceed 45 percent.*~~

THE MAXIMUM NUMBER OF HOMES THAT INCORPORATE AN RV GARAGE WITHIN A SUBDIVISION SHALL NOT EXCEED 50%.

Façade: ~~The exterior walls of a building exposed to public view, or that wall viewed by persons not within the building.~~

BUILDING FAÇADE IS DEFINED AS: FRONT OF HOME PARALLEL TO THE STREET PLUS THE FOLLOWING: WHERE LIVABLE AREA OR SIDE ENTRY GARAGE IS FORWARD OF THE FRONT FACING GARAGE, THE LENGTH OF THE WALL RETURN FROM THE FORWARD LIVABLE AREA OR SIDE ENTRY GARAGE TO THE FRONT FACING GARAGE SHALL BE ADDED TO THE OVERALL FAÇADE LENGTH. THE LENGTH OF THE WALL RETURN FROM THE GARAGE TO THE LIVABLE AREA SHALL NOT BE INCLUDED WHEN THE GARAGE IS FORWARD OF THE LIVABLE AREA.



Justification for modification to Section **"5.7.2.C – Maximum Garage Width"**: The proposed modification is based on the width of the lot and not the overall square-footage. This encourages front elevation variation, livable forward, side entry and alley-loaded garage orientations, or other non-traditional product types. The proposed modification to the RV garage permits an increased width when providing more variation in the front elevation for front-loaded automobile and RV garages.

Section "5.7.3.B.1 – Orientation of Dwellings to the Street" is amended as follows:

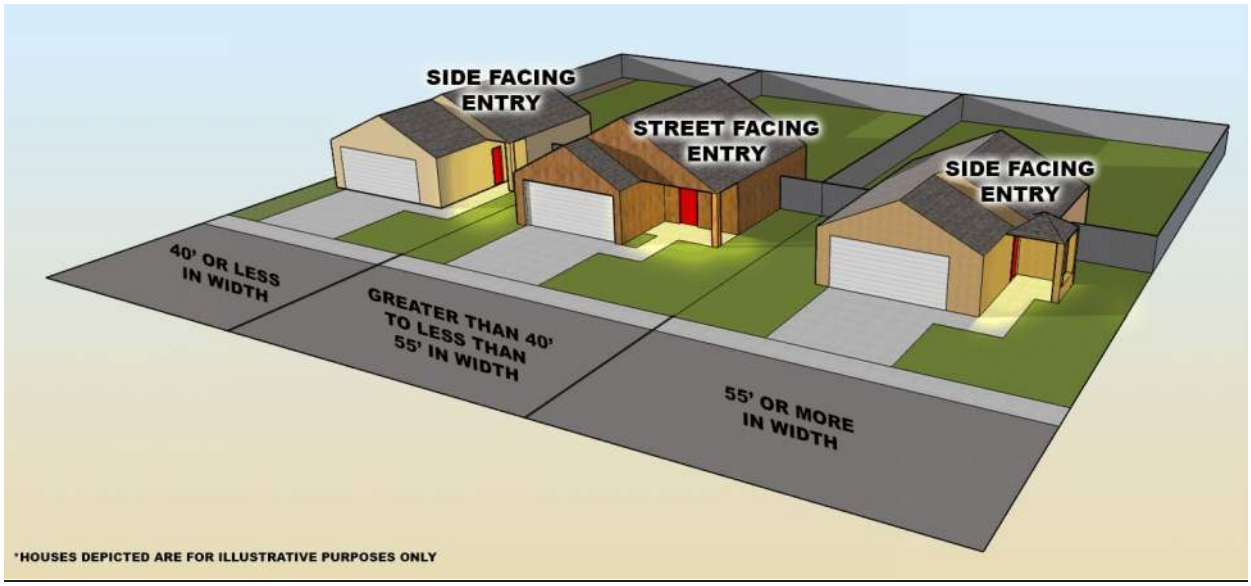
~~Orientation of Dwellings to the Street Each residence shall have at least one primary pedestrian doorway for access to the dwelling located on the elevation of the dwelling facing the front lot line of the property, and clearly visible from the street or public area adjacent to the front lot line. On corner lots, such pedestrian doorway may be located facing any adjacent street.~~

i. ON LOTS 40 FEET OR LESS IN WIDTH, THE HOME MAY HAVE A PRIMARY DOORWAY ENTRANCE NOT FACING THE FRONT LOT LINE PROVIDED THE ENTRANCE IS WELL LIT.

ii. ON ALL LOTS LESS THAN 55 FEET IN WIDTH BUT GREATER THAN 40 FEET, EACH HOME SHALL HAVE AT LEAST ONE PRIMARY DOORWAY FOR ACCESS TO THE DWELLING LOCATED ON THE ELEVATION OF THE DWELLING FACING THE FRONT LOT LINE OF THE PROPERTY, AND CLEARLY VISIBLE FROM THE STREET OR PUBLIC AREA ADJACENT TO THE FRONT LOT LINE.

iii. ON LOTS 55 FEET IN WIDTH OR MORE, THE HOME MAY HAVE A PRIMARY DOORWAY ENTRANCE NOT FACING THE FRONT LOT LINE PROVIDED THE ENTRANCE IS WELL LIT.

Justification for modification to Section **"5.7.3.B.1 – Orientation of Dwellings to the Street"**: Providing the ability to have a pedestrian doorway that is not facing the front lot-line of the property allows more options to the interior of the home while creating a well-lit entrance visible from the street and to also creates more architectural interest such as incorporation of a front yard courtyard while maintaining visibility from the street.



Section "5.7.5.C – Building and Parking Location, Layout, and Orientation" is amended as follows:

2 *When more than one multi-family structure is constructed ON A LOT, EXCEPT FOR HORIZONTAL MULTI-FAMILY WHERE THE FOLLOWING PROVISIONS DO NOT APPLY:*

a. *No side, end, or rear wall of a multi-family structure shall be located within 20 feet of a side, end, or rear wall of any other multi-family structure:*

b. *No side, end, or rear wall of a multi-family structure shall be located within 30 feet of the front wall of any other multi-family structure:*
c. *No front wall of a multi-family structure shall be located within 40 feet of the front wall of any other multi-family structure.*

Justification for modification to Section **"5.7.5.C – Building and Parking Location, Layout, and Orientation"**: Horizontal multifamily has different design requirements than a vertical multifamily development. The horizontal multifamily incorporate detached or attached structures similar to single-family and duplex units. The prescribed distances between structures are not feasible for this type of development.

Section "5.7.5.E – Building Mass and Articulation" is amended as follows*:*

2 *The facades of all multi-family buildings shall be articulated through the incorporation of at least TWO OR MORE FOR HORIZONTAL MULTI-FAMILY, OR three or more FOR OTHER MULTI-FAMILY, of the following:*
   a. *Balconies;*
   b. *Bay or box windows;*
   c. *Porches or covered entries;*
   d. *Dormers;*
   e. *Variations in materials;*
   f. *Variations in roof forms;*
   g. *Variation in window sizes and shapes; or*
   h. *Vertical elements that demarcate building modules*

Justification for modification to Section **"5.7.5.E – Building Mass and Articulation"**: Horizontal Multifamily has different design requirements than a vertical multifamily development. The horizontal multifamily incorporate detached or attached structures similar to single-family and duplex units. The prescribed number of facades required for each structure is not needed for this type of development in order to create visual interest.

Section "5.7.5.F – Roof Form" is amended as follows*:*

2 *Multifamily residential buildings shall be designed to avoid any continuous roofline longer THAN 60 FEET FOR HORIZONTAL MULTI-FAMILY OR LONGER than 50 feet FOR OTHER MULTIFAMILY USE. Rooflines longer than 60 FEET FOR HORIZONTAL MULTI-FAMILY OR 50 feet FOR OTHER MULTIFAMILY USE, shall include at least one vertical elevation change of at least two feet.*

Justification for modification to Section **"5.7.5.F – Roof Form"**: Horizontal Multifamily has different design requirements than a vertical multifamily development. The horizontal multifamily incorporate detached or attached structures similar to single-family and duplex units. The prescribed vertical elevation change of at least two feet for each building is not needed for this type of development to create visual interest.

Section "5.7.5.H – Entrances and Porches" is amended by deleting the existing section within the code and replacing it with the following:

1. *At least one main building entry shall face the primary adjacent public street <u>EXCEPT FOR HORIZONTAL MULTI-FAMILY</u>.*

Justification for modification to Section **"5.7.5.H – Entrances and Porches"**: Horizontal Multifamily has different design requirements than a vertical multifamily development. The horizontal multifamily incorporate detached or attached structures similar to single-family and duplex units. The main building entry may not face the primary adjacent street due to the type of development and how the development functions.

<u>Landscaping</u>

Landscaping will be themed in keeping with the Sonoran Desert setting. Land uses, roadways, pathways and trails, and landscaping will be designed to create an overall Community character and theme. Landscaping in all residential and commercial uses shall comply with the Development Code Section 5.4, Chapter 9, Section 9-10, and Chapter 20, Section 20-27-1, except as modified herein.

"**Section 5.4.3.A.1 – Site Enhancement Landscaping**" is amended by deleting the minimum percentage of parcel to be landscaped within residential developments of 15%, 20%, 25%, or 30%, depending on zoning district type and density and replacing with the following revision to the portion of Table 5.4-1 excerpted below:

TABLE 5.4-1: SITE ENHANCEMENT LANDSCAPING REQUIREMENTS
~~(BY DISTRICT TYPE)~~

	Residential (common areas within subdivisions and multiple-family developments only)	Commercial and Mixed Use	Industrial
Minimum percentage of parcel to be landscaped [1]	~~Gross Density: <1.5 du/ac: 15%~~ ~~Gross Density: 1.5 - 3.0 du/ac: 20%~~ ~~Gross Density: 3.0 4.0 du/ac: 25%~~ ~~Gross Density: >4.0 du/ac: 30%~~ 25% BASED ON GROSS AREA (excluding right-of-way) AND AVERAGED THROUGHOUT NORTH STAR RANCH.	~~20%~~ 10% based on gross area (excluding right-of-way)	10%
Plantings required for landscaped area (gallons)	Minimum 40% trees and 60% other plantings; 10 gallons total for each 25 square feet	Minimum 40% trees and 60% other plantings; 10 gallons total for each 50 square feet.	Minimum 40% trees and 60% other plantings; 10 gallons total for each 75 square feet
Acceptable landscape surface	Turf, Granite	Turf, Granite, Undisturbed desert	Turf, Granite, Undisturbed desert

[1] LANDSCAPED AREAS INCLUDE OPEN SPACES, LARGEST PARK, NEIGHBORHOOD AND POCKET PARKS. EACH PRELIMINARY PLAT FOR SINGLE-FAMILY RESIDENTIAL PARCELS SHALL TRACK THE CUMULATIVE LANDSCAPED AREAS TO ASSURE THE OVERALL 25% OF NET AREA IS MET. THIS ANALYSIS SHALL CONSIDER OTHER USABLE OPEN SPACE, PARKS, AND RECREATION CENTERS LOCATED WITHIN THE CMP.

Justification for modification to Section **"5.4.3.A.1 – Site Enhancement Landscaping"**: The Landscaping Requirements per the Development Code is designed to apply to each individual parcel. The purpose of this modification is to base the landscaping requirements on the overall project and project density. This will permit open space areas, such as the Largest Park, to count towards the overall landscape requirement.

Commercial and Mixed-Use sites will have landscaping along frontage, retention onsite, parking lot islands, and separation between buildings and pedestrian access; providing significant and well distributed landscaping.

Off-Street Parking

Off-Street Parking shall comply with the development standards defined in the Development Code Section 5.6, Off-Street Parking, except as modified herein.

Section "**5.6.3, Off-Street Parking Requirements**" requires off-street parking spaces to be provided in accordance with Section 4.3, Off-Street Parking Requirements unless otherwise expressly stated in the Development Code. **Section "4.3 – Off-Street Parking Requirements**"

is amended to add Pocket Park and Neighborhood Park, 10 acres or less to **Table 4.3-1: Off-street Parking Schedule A** and to amend **Section 4.3.3, Schedule C**:

Unless otherwise expressly stated in this Code, off-street parking spaces shall be provided in accordance with Table 4.3-1, Off-Street Parking Schedule A.

TABLE 4.3-1: OFF-STREET PARKING SCHEDULE A (Parks and Open Space)

Parks and Open Space	Arboretum or botanical garden	1/10,000 sf outdoor lot area
	Campground	1/campsite
	~~Community playfields and parks~~ NORTH STAR RANCH LARGEST PARK	-Field sports (i.e. softball, baseball, soccer, football, general purpose) – 15 spaces/field - Basketball and volleyball courts – 9 spaces/full-court, 6 spaces/half, court - Tennis and racquetball/handball courts – 3 spaces/court - Swimming pools – 1 space/60 sf of deck area
	POCKET PARK	NONE
	NEIGHBORHOOD PARK (7-10 ACRES)	PER DEVELOPMENT CODE
	Parks and nature preserves, not-for-profit	See Schedule C

Section 4.3.3, Schedule C

Uses that reference "Schedule C" in Off-Street Parking Schedule A have widely varying parking and loading demand characteristics, making it impossible to specify a single off-street parking or loading standard. Upon receiving a development application for a use subject to Schedule C standards, the Building Official and the Director shall apply the off-street parking and loading standard specified for the listed use that is deemed most similar to the proposed use or establish minimum off-street parking requirements on the basis of a parking and loading study prepared by the applicant. A DEVELOPER OR PROPERTY OWNER, WHEN THE DEVELOPER OR PROPERTY OWNER BELIEVES THE USE OF SCHEDULE A OR SCHEDULE B WOULD RESULT IN TOO MUCH OR TOO LITTLE PARKING, BASED ON THE INTENDED USE OF THE DEVELOPMENT, MAY REQUEST MODIFICATION TO THE OFF-STREET PARKING BY PROVIDING A LOADING STUDY PREPARED BY THE DEVELOPER OR PROPERTY OWNER AND SUBMITTED TO THE CITY. THE STUDY SHALL BE REVIEWED BY THE CITY AND APPROVAL DETERMINED BY THE DEVELOPMENT SERVICES DIRECTOR AND CITY ENGINEER. Such a study shall include estimates of parking demand based on recommendations of the Institute of Transportation Engineers (ITE), or other acceptable estimates as approved by the Director, and should include other reliable data collected from uses or combinations of uses that are the same as or comparable with the proposed use. Comparability will be determined by density, scale, bulk,

area, type of activity, and location. The study shall document the source of data used to develop the recommendations.

Justification for modification to **Section "4.3 – Off-street Parking Requirements**": Pocket parks are planned for nearby residents and more pedestrian traffic than vehicular traffic is expected; therefore, on-street parking will be sufficient. The CMU parcels may have more or less shared-use parking than a typical development. This modification clarifies the ability to use Schedule C when there may be too much or too little parking based on the intended use of the development.

<u>Screening</u>

Fences, walls, and screening in all residential and commercial uses shall comply with the Development Code Section 5.4.5, Fences, Walls, and Screening, except as modified herein.

Section "5.4.5.B.1 – Fences and Walls, and Screening, Height, Side and Rear" *is amended to add the following:*

B. Fences and Walls

1. Height

a. Front

No fence or wall located between the principal structure on a lot and the front property line shall exceed 3.5 feet in height.

b. Side and Rear

No fence or wall located between the principal structure and the rear or side property line shall exceed six feet in height, ~~additional height may be granted for retaining walls or sites with elevated foundations;~~ SEVEN FEET ADJACENT TO A COLLECTOR STREET, OR EIGHT FEET ADJACENT TO AN ARTERIAL, EXCLUDING RETAINING WALL. For commercial and industrial development adjacent to residential uses, no wall located between the principal structure and the rear or side property line shall exceed eight feet in height.

Justification for modification to **Section "5.4.5.B.1 – Fences and Walls, and Screening, Height, Side and Rear**": Six-foot walls are sufficient adjacent to local streets, but may not be sufficient when adjacent to heavily travelled collector and arterial streets; especially atop a retaining wall. This modification increases the fence or wall height from six feet and limits fence and wall heights to seven feet or eight feet adjacent to a collector or an arterial street, respectively.

Section "5.4.5.B.2 – Articulation" *is amended to add the following:*

Walls and fences shall be articulated to avoid continuous, unbroken expanses. No wall or fence facing an arterial or highway may extend continuously, without articulation, for more than ~~200~~ <u>400 FEET</u>, or ~~100~~ <u>200 FEET</u> for walls or fences facing any other type of Public Street. Fences or walls may be articulated using any combination of the following:

a. Changes in material or texture, including the use of view walls that allow for views into the site;
b. Offsets (projections or recessions);
c. Landscape pockets; or
d. Similar features as approved.

Justification for modification to **Section "5.4.5.B.2 – Articulation**: Columns and decorative walls will be used on all walls facing arterial and collector streets. Inset Accent walls will be 20 to 30' long and will have a contrasting texture and pattern from the theme wall. These walls will be flanked by the decorative columns on both sides. Walls facing other public streets will be separated by open spaces along curvilinear streets providing movement and undulation. Refer to **Figure 14, Conceptual Walls**, for a depiction of wall concepts for North Star Ranch.

Lighting

Street lighting shall conform to Section 5.10, Exterior Lighting of the Development Code and Section 7.2, Public Street Lights of the City of Buckeye Engineering Design Standards and Details.

SIGNAGE

Signage shall conform to Section 5.11, Signs of the Development Code, except as modified herein.

Section "5.11.8., Dimensional Standards" is amended to add the following:

E. Design

1. In order to reinforce visual continuity, all on-site signs shall incorporate design elements that are consistent with each other and with the overall architectural character of the development in terms of their materials, height, colors, and lettering style. SIGNAGE IS ALLOWED TO BE PLACED ON COMMUNITY, PARCEL, AND PARK MONUMENTATION, OUTSIDE OF VISIBILITY TRIANGLES AT DRIVEWAYS OR INTERSECTIONS, AS LONG AS THE SCALE, SIGNAGE SQUARE FOOTAGE, AND CHARACTER OF THE SIGNAGE IS GENERALLY IN CONFORMANCE WITH THAT SHOWN ON **FIGURE 11A, CONCEPTUAL ENTRY APPROACH SIGNAGE, FIGURE 11B, CONCEPTUAL ENTRY MONUMENT 1, AND FIGURE 11C, CONCEPTUAL ENTRY MONUMENT 2**.

2. Electrical service to signs, including raceways and transformers, shall be located to minimize their visibility. When such services are visible on street-facing façades, they shall be painted to match the color of the wall on which they are located.

Justification for modification to **Section "5.11.8.E – Signage Design**": North Star Ranch is a master planned community. Visual continuity is an important element. These exhibits display the character planned for the overall community. The signage is consistent with Section 5.11.8.E of the Development Code.

9.0 PROJECT INFRASTRUCTURE AND PUBLIC FACILITIES

POTABLE WATER SUMMARY

North Star Ranch is located within Pressure Zone 6 and 7 of the City of Buckeye water service area. Based on the discussion with the City, several well sites were proposed within Phase 1 of the Project and they will be designed and constructed to meet the City's well sites engineering design standards, and these proposed wells along with additional future wells will supply raw water to meet the City's firm water supply requirement. As part of the Project, North Star Ranch Regional Water Campus will be constructed, and it will include the storage, pumping, and treatment necessary to meet the domestic and fire protection demands of the Project. The water campus will provide water to each pressure zone through the proposed distribution system. The water infrastructure is anticipated to be developed in phases, but will be sized for the ultimate buildout. The water infrastructure serving the Project will be owned and operated by the City of Buckeye. **Appendix D, Master Potable Water Report** provides the evaluation and framework for the current and proposed conditions of the Property. The results of the study are shown on **Figure 17, Master Potable Water Plan**.

Wastewater Summary

North Star Ranch is located within the City of Buckeye wastewater service area. The nearest infrastructure to the Project is the existing gravity collection system south of the CAP Canal and the existing Festival Ranch Water Reclamation Facility (WRF) located approximately three miles southwest of North Star Ranch. A gravity collection system will be constructed to collect the wastewater flows from the Project and will convey them to the southwest corner of the Project. From there, the preferred offsite sewer alignment is to sewer west through the adjacent parcel (Ni Property) and eventually sewer south to the WRF by gravity. If this alignment becomes infeasible, the alternative route is to sewer south to the CAP Canal where a lift station will be constructed to pump wastewater over the CAP Canal and flow southwest along the wash to the Festival Ranch WRF. The wastewater infrastructure is anticipated to be developed in phases, but will be sized for the ultimate buildout. The wastewater infrastructure serving the Project will be owned and operated by the City of Buckeye. **Appendix E, Master Wastewater Report** provides the evaluation and framework for the current and proposed conditions of the Property. The results of the study are shown on **Figure 18, Master Wastewater Plan**.

Reclaimed Water Summary

Landscape irrigation water for common areas, and parks within North Star Ranch will be supplied through reclaimed water generated by the Festival Ranch WRF and/or a homeowner's association owned irrigation well. The reclaimed water will be pumped through a pipeline from the WRF to North Star Ranch where it will be utilized for landscape irrigation, stored for future landscape irrigation, or directed to a recharge facility. The reclaimed water infrastructure is anticipated to be developed in phases, but will be sized for the ultimate buildout. **Appendix F, Master Reclaimed Water Report** provides the evaluation and framework for the current and proposed conditions of the Property. The results of the study are shown on **Figure 19, Master Reclaimed Water Plan**.

Drainage Summary

Two FEMA floodplains traverse the eastern portion of the Property. The Project proposes to channelize the flows conveyed within the water courses and route flows through the Property

to their respective historical outfalls. Flows referenced from the most recently completed Sun Valley Area Drainage Master Plan Update (ADMPU) will be utilized to size drainage infrastructure and re-delineate the floodplains. A CLOMR/ LOMR will be processed through the City of Buckeye, FCDMC, and FEMA in order to utilize the updated hydrology and hydraulics in the ADMPU in order to delineate these floodplains.

Smaller offsite flows impacting the Project will be collected and conveyed through the site via engineered drainage channels. The water surface elevation in the channels will be set to provide requisite freeboard to adjacent properties. These channels will discharge flows at their respective historical outfalls. Offsite flows approaching the Project will continue to be received either in natural washes or in improved channels, and routed to historical outfall points along the downstream limits of the property at their historical outfalls.

100-year, 2-hour storage capacity will be provided for onsite drainage areas so that peak flows and volumes will not be increased as a result of development. Retention basins will be designed so runoff is disposed of within thirty-six (36) hours either by percolation, drywells, or bleed-off connections into approved drainage ways (if deemed necessary).

Appendix B, Master Drainage Report details the drainage study providing the evaluation and framework for the current and proposed conditions of the property. The results of the study will show that stormwater will effectively drain from the property through onsite drainage corridors as shown in the Master Drainage Plan.

Roads/Traffic Summary

Primary access to the Project, on the existing roadway network, will be from Canyon Springs Boulevard and Desert Oasis Boulevard, which will ultimately connect to Happy Valley Road and Turner Parkway, respectively, from Sun Valley Parkway. Additional external access will be provided via Turner Parkway, Pinnacle Peak Road, and Happy Valley Road in the future. Appendix C, Traffic Impact Analysis provides the evaluation and framework for the current and proposed conditions of the Property.

Fire Service

The nearest City of Buckeye Fire Station 704 is located less than one mile south of the Project and CAP Canal at 27360 West Wagner Complex Drive in Sun City Festival. The Desert Oasis Boulevard bridge and associated access roads, which will provide secondary access to the Property, will be completed pursuant to the terms of an agreement with the City of Buckeye Fire Chief.

A new fire service facility will be constructed as part of the North Star Ranch Project. It is anticipated to be located at the Public Safety facility along 272nd Avenue southwest of Canyon Springs Boulevard or as agreed upon by the City of Buckeye Fire Chief. The fire service facility location may be relocated without a CMP Amendment.

Police Service

The nearest City of Buckeye Police Station is located approximately 19 miles south of the Project at 21699 West Yuma Road.

A new facility will be constructed as part of the North Star Ranch Project. It is anticipated to be located at the Public Safety facility along 272nd Avenue near Canyon Springs Boulevard.

10.0 GENERAL PLAN POLICIES, GOALS, AND INTENT

North Star Ranch meets the following goals and policies provided in the General Plan.

Goal G-1	To guide a pattern of land use that provides opportunities for diverse, active lifestyles, and excellent quality of life.
Policy G-1.1	Development within the Neighborhood land use designation should provide opportunities for integrated community uses that support and complement the area, such as schools, places of worship, preserved open spaces similar to parks, public safety facilities, and supportive neighborhood commercial and high-density residential uses at appropriate intensities and locations. *North Star Ranch is being planned as a market-relevant master-planned community that relies on distinctive planning principles as the structural backbone for the community. These planning principles include the creation of diverse, walkable neighborhoods centered around mixed-use community centers; purposeful architecture; and integrated parks and recreational amenities designed to contribute to the overall structure and social identity of the community. Residential living opportunities will be comprised of single-family and multi-family neighborhoods. North Star Ranch will offer locally oriented retail services and employment opportunities that will be designed with strong connections to the residential neighborhoods.*
Policy G-1.3	Residential densities greater than 4, but no morethan 8 dwelling units per acre may be permittedin the Neighborhood land use designation but should only be designed to take primary accessfrom a major collector or higher street classification. *The Neighborhood Residential land use is planned to have multifamily communities ranging from 7 acres to 30 acres. The types of multifamily include apartments and single-family for rent products. These uses must front arterial or collector streets within the Neighborhood Residential land use.*
Policy G-1.5	Land use density and intensity should correspond to existing and / or planned infrastructure capacity and natural resource capacity. *North Star Ranch's CMU Land Use areas are intended to serve the needs of, primarily, North Star Ranch residents and are concentrated in higher intensity areas with multi-modal transportation corridors such as the intersections of Turner Parkway and Desert Oasis Boulevard, Turner*

	Parkway and Pinnacle Peak Road, and Canyon Springs Boulevard and Pinnacle Peak Road.
Policy G-1.6	The City of Buckeye will work with Maricopa County and adjacent cities to encourage land uses that are compatible with Buckeye's Future Open Space and Trails (Figure 4-1) and Parks and Recreation Master Plan (2016). *Thoughtfully planned open space, with a hierarchy of parks, all connected through a comprehensive trail system establishes the foundational social and lifestyle framework within the Community. A continuation of the Maricopa County Regional Trail system and the planned City of Buckeye trail system will continue through North Star Ranch along the Central Arizona Project canal, APS easements, the east and west sides of Wagner Wash, and two man-made corridors.*
Policy G-1.8	The City of Buckeye will encourage commerce and business employment centers that respond to the City's economic needs and that correspond with Buckeye's targeted economic sectors. *North Star Ranch is a well-rounded, sustainable community with appropriately sized commercial, retail and employment centers that provide for the needs of North Star Ranch residents, and offer opportunities to serve the larger North Buckeye area. The commercial, retail and employment centers are ideally situated along Turner Parkway.*
Goal G-3	Non-residential development is considerate of existing and future adjacent residential land uses.
Policy G-3.1	Commercial development within Rural and Neighborhood areas should provide appropriate site design, buffers, and / or setbacks when adjacent to existing or future single-family residential uses. *Commercial development requires minimum setbacks of 30 feet to all planned residential uses within and adjacent to North Star Ranch.*
Policy G-3.4	Within Neighborhood designated areas, commercial development should only take access from a major collector or higher street class. *The Neighborhood Residential Land Use designation provides for a full range of housing opportunities to be developed within the residential neighborhoods and also permits complementary non-residential land uses such as small-scale neighborhood commercial, office, and*

	educational institutions. These uses are limited to 8 acres and must front arterial or collector streets.
Goal G-4	Mixed-use land patterns are developed in appropriate areas throughout the community.
Policy G-4.1	The City of Buckeye will encourage a diverse mix of uses appropriate to support an area, such as in Activity Centers and Neighborhood areas to encourage residents to lead an active lifestyle. *The Community Mixed-Use Land Use designation provides opportunities for vertical and horizontal mixed-use developments that may include non-residential uses such as retail, commercial, offices, entertainment, hospitality, and medical (among others) alongside residential uses such as multifamily or various types of single-family developments. These uses will be physically and visually integrated with residential portions of the Community.*
Goal G-15	Buckeye is a thriving city that is an attractive destination for new growth.
Policy G-15.1	The City of Buckeye should only prioritize growth in areas with existing infrastructure or areas where infrastructure can be expanded in a fiscally sound manner. *A portion of Turner Parkway will be constructed and extended as part of the development.*
Goal G-17	Buckeye has a diverse stock of housing types, styles, and options for all incomes.
Policy G-17.1	The City of Buckeye should encourage a variety of housing types that meet the demands and needs of existing and future residents. *The Neighborhood Residential Land Use designation provides for a full range of housing opportunities to be developed within the residential neighborhoods of North Star Ranch. Allowed product types may include traditional single-family detached, single-family attached, townhomes or duplexes, cluster product, and multifamily uses such as apartments, condominiums, and single-family for rent products.*
Policy G-17.2	The City of Buckeye should promote diversity in size, design, and densities in new residential developments. *The overall residential density for North Star Ranch is capped at a maximum of 3.4 dwelling units per acre (du/ac). The target density within individual CMP parcels range from 3.0 to 7.0. CMP Sub-parcels may vary within each CMP parcel. A target density of 7 du/ac for each CMU Parcel*

	is a benchmark. An individual residential project within a CMU Parcel may exceed 7 du/ac provided that: 1) the density of a single residential development project does not exceed 30 du/ac, 2) the maximum number of units as provided in Table 1 for an individual CMU Parcel is not exceeded, 3) the total number of residential units in all CMU parcels does not exceed 1,400 dwelling units and 4) the total number of dwelling units within North Star Ranch does not exceed 9,668 dwelling units.
Policy G-17.3	The City of Buckeye should support housing areas that allow homeowners to move up in home size, quality, and price as well as provide for homeowners looking to downsize in size and price. *The residential neighborhoods will include a multitude of housing options, providing the ability to serve the entire spectrum of resident demographics including young families or couples looking for a modestly priced neighborhood, opportunities to scale-up to a larger home in an upscale area, lower maintenance lifestyle options such as a patio home or townhome and rental opportunities that may include traditional apartments or build to rent neighborhoods.*
Policy G-17.4	The City of Buckeye should encourage mixed-use residential/commercial projects to include live-work and work-live units where housing and offices or other commercial uses are compatible. *The Community Mixed-Use Land Use designation provides opportunities for vertical and horizontal mixed-use developments that may include non-residential uses such as retail, commercial, offices, entertainment, hospitality, and medical (among others) alongside residential uses such as multifamily or various types of single-family developments.*
Policy G-17.5	The City of Buckeye should evaluate the provision of incentives to encourage the development of diverse housing types, such as affordable workforce housing. *The North Star Ranch CMP provides a full range of housing opportunities to accommodate consumer preference, ever-changing lifestyles, and market parameters. This range includes a variety of lot sizes to respond to differing income levels, family types, and lifestyles.*
Goal G-19	Buckeye has attractive, high quality, and healthy neighborhoods.
Policy G-19.2	The City of Buckeye should promote the development of active communities that are designed to promote pedestrian and bike usage

	and provide equitable and convenient access to parks, schools, recreation facilities, other public facilities, and shopping areas that are interconnected by trails. *North Star Ranch has an unparalleled private park, recreation system, and a strong pedestrian connectivity system that maximizes mobility and provides linkages to parks, open spaces, community and commercial centers within walking distance of neighborhoods and community cores.*
Policy G-19.4	The City of Buckeye should require that new residential development be interconnected with nearby and adjacent developments. *North Star Ranch will be connected to nearby and adjacent developments. Canyon Springs and Desert Oasis Boulevards connect to the south; Turner Parkway, Pinnacle Peak Road, and a collector street connect to the west; Turner Parkway and Canyon Springs Boulevard provide access to the north; and Happy Valley Road and Pinnacle Peak Road connect to the east. Multiple trails are directly connected to and from areas north, east, south of the project and indirectly connected to the west.*

FIGURES

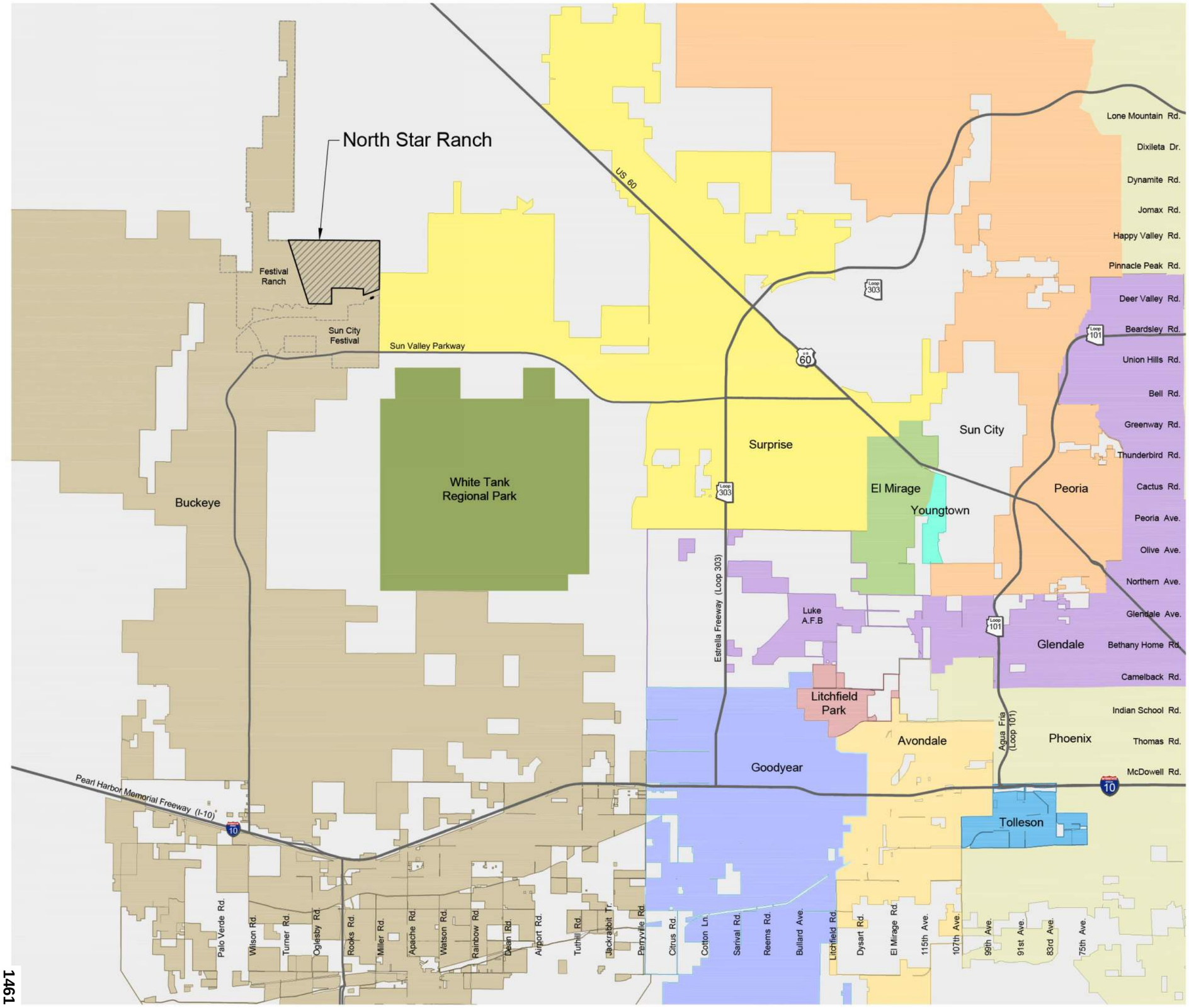
NORTH STAR RANCH

BUCKEYE, ARIZONA

COMMUNITY MASTER PLAN

Regional Context Map

Figure 1



N

0 1 2 3 6

Scale: 1" = 3 Miles

Legend

- Existing Freeways
- Project Site/Boundary
- Avondale
- Buckeye
- El Mirage
- Glendale
- Goodyear
- Litchfield Park
- Peoria
- Phoenix
- Surprise
- Tolleson
- White Tank Regional Park
- Youngtown
- Unincorporated Maricopa County

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MARCH 2022

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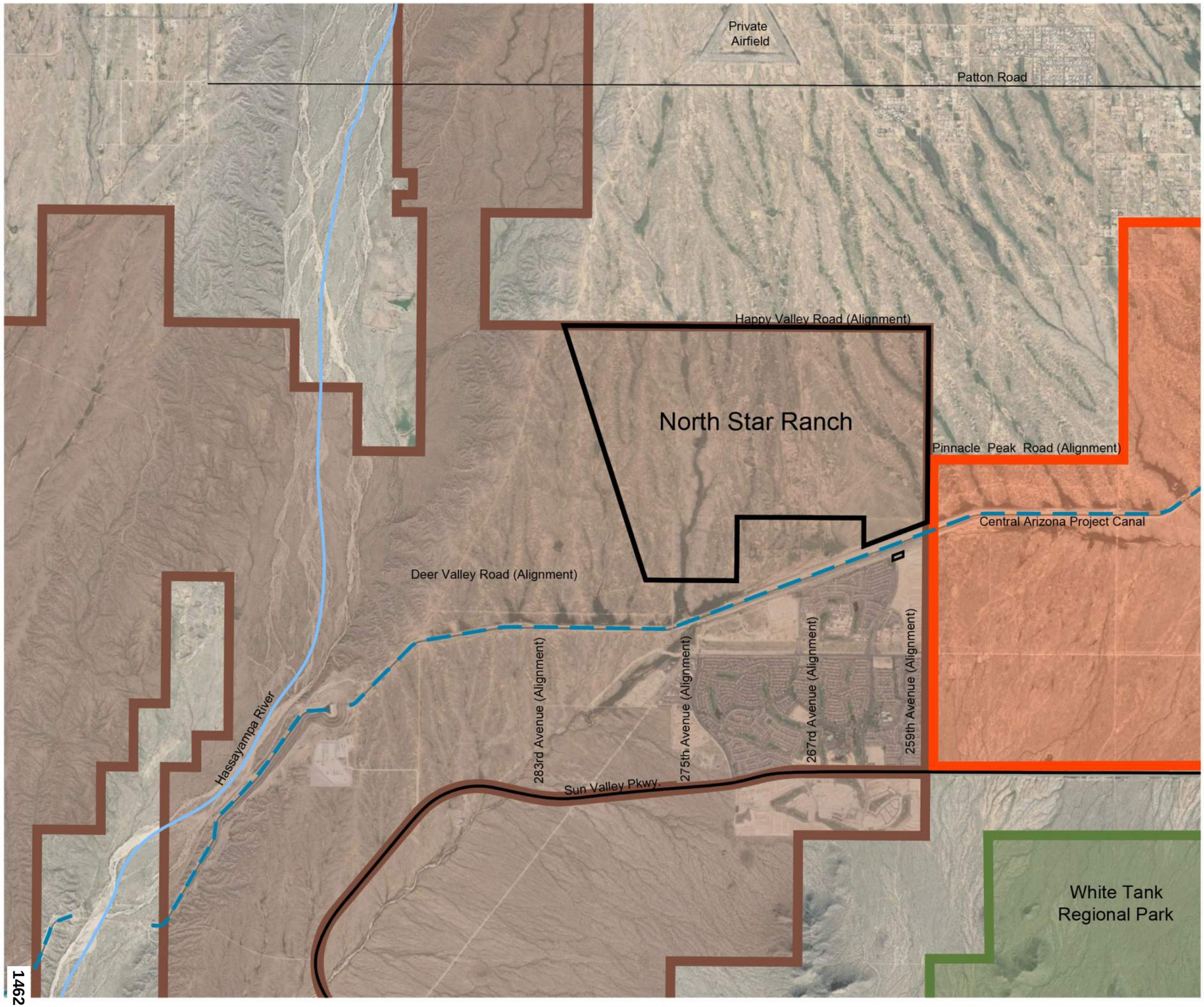
NORTH STAR RANCH

BUCKEYE, ARIZONA

COMMUNITY MASTER PLAN

Vicinity and Aerial Map

Figure 2



N

0 1,000' 2,000' 4,000' 8,000'

Scale: 1" = 4,000'

Legend

- Project Boundary
- City of Buckeye Boundary
- City of Surprise Boundary
- White Tank Regional Park Boundary
- Central Arizona Project Canal
- Hassayampa River

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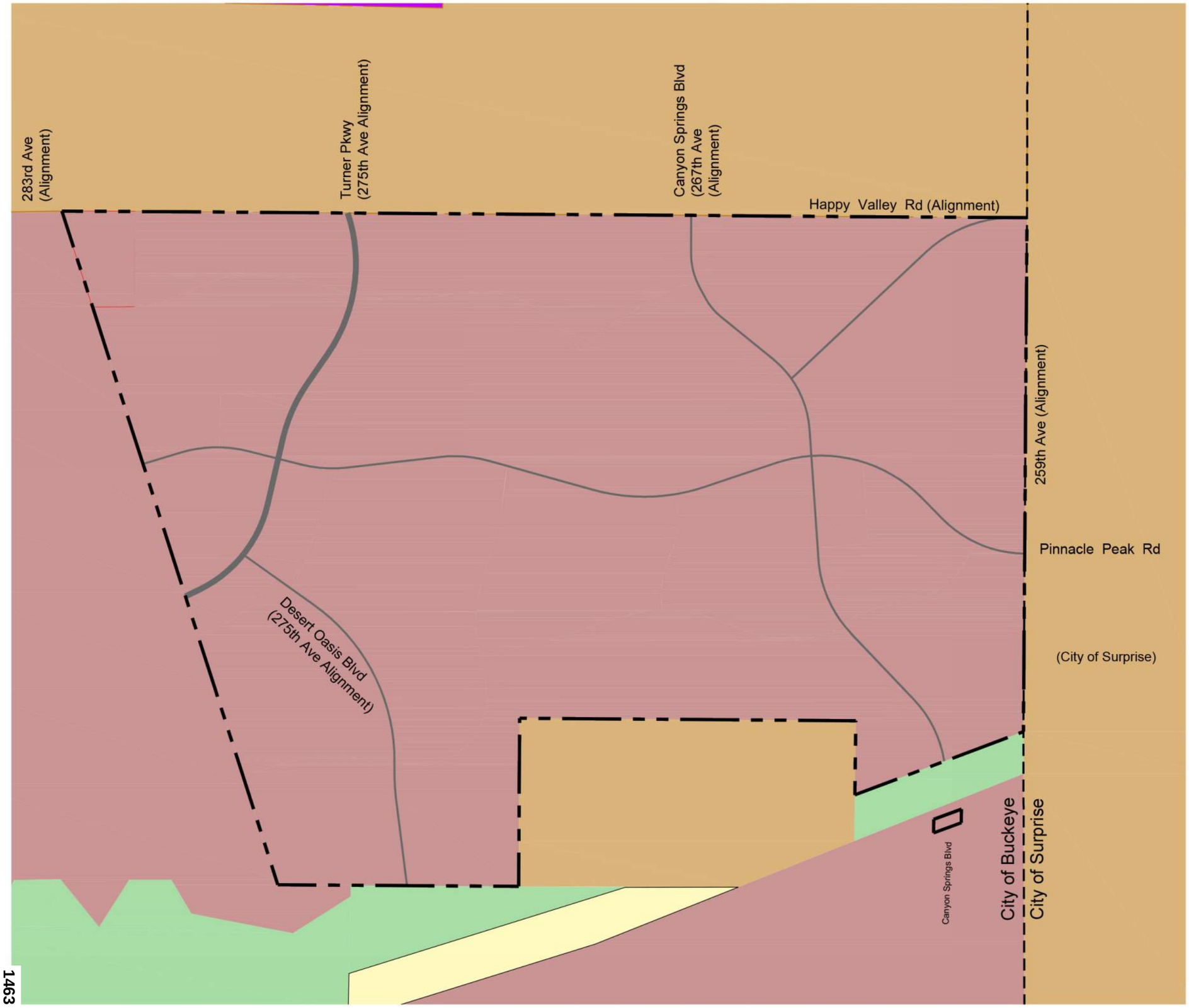
NORTH STAR RANCH

BUCKEYE, ARIZONA

COMMUNITY MASTER PLAN

General Plan Land Uses

Figure 3



N

0 500' 1,000' 1,500' 3,000'

Scale: 1" = 1,500'

North

Legend

- Project Boundary
- Parkway
- Arterial

Buckeye Land Use Categories:

- Rural Residential
- Neighborhood
- Master Planned Community
- Open Space

Surprise Land Use Categories:

- Neighborhood

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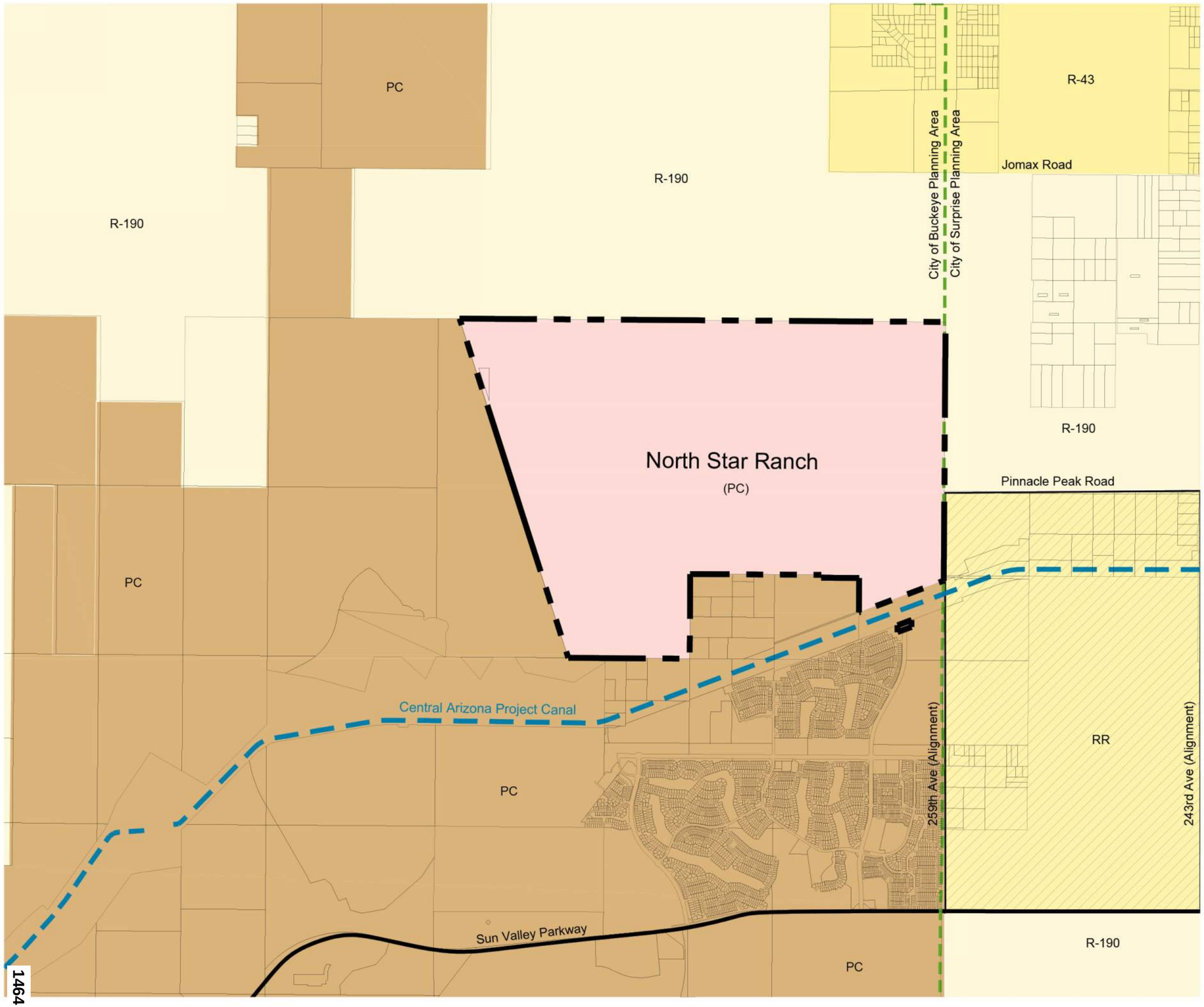
NORTH STAR RANCH

BUCKEYE, ARIZONA

COMMUNITY MASTER PLAN

Existing Zoning Districts

Figure 4



N

0 1,000' 2,000' 3,000' 6,000'

Scale: 1" = 3,000'

Legend

- Project Site
- Project Boundary
- Municipal Planning Boundary
- CAP Canal

City of Buckeye
- Planned Community District (PC)

City of Surprise
- Rural Residential (RR)

Maricopa County
- Rural Residential (R-43)
- Rural Residential (R-190)

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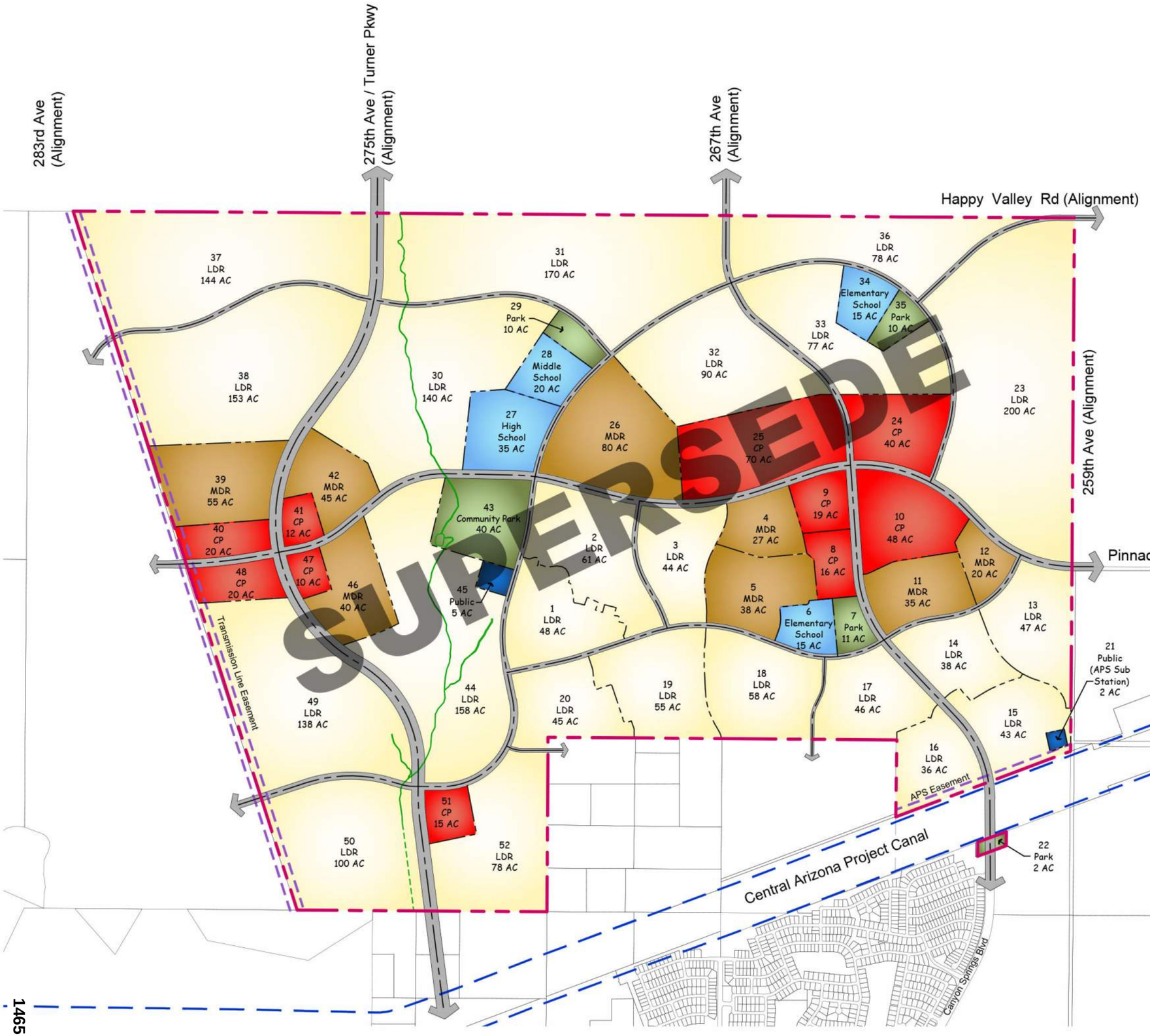
NORTH STAR RANCH

BUCKEYE, ARIZONA

COMMUNITY MASTER PLAN

Current Land Use Map

Figure 5



0 500' 1,000' 1,500' 3,000'

N

Scale: 1" = 1,500'

Legend

- Project Boundary
- Parcel Boundary
- Transmission Line Easement
- Central Arizona Project Canal
- Proposed Jurisdictional Wash
- Proposed Jurisdictional Wash (Delineation by Others)

Land Use Categories:

- Low Density Residential
- Medium Density Residential
- Commerce Park
- Public School
- Public Use
- Park

Notes

1. Parcels and roadway circulation are conceptual and subject to change through the development process.
2. Acreages are estimates and subject to change through the design and development process

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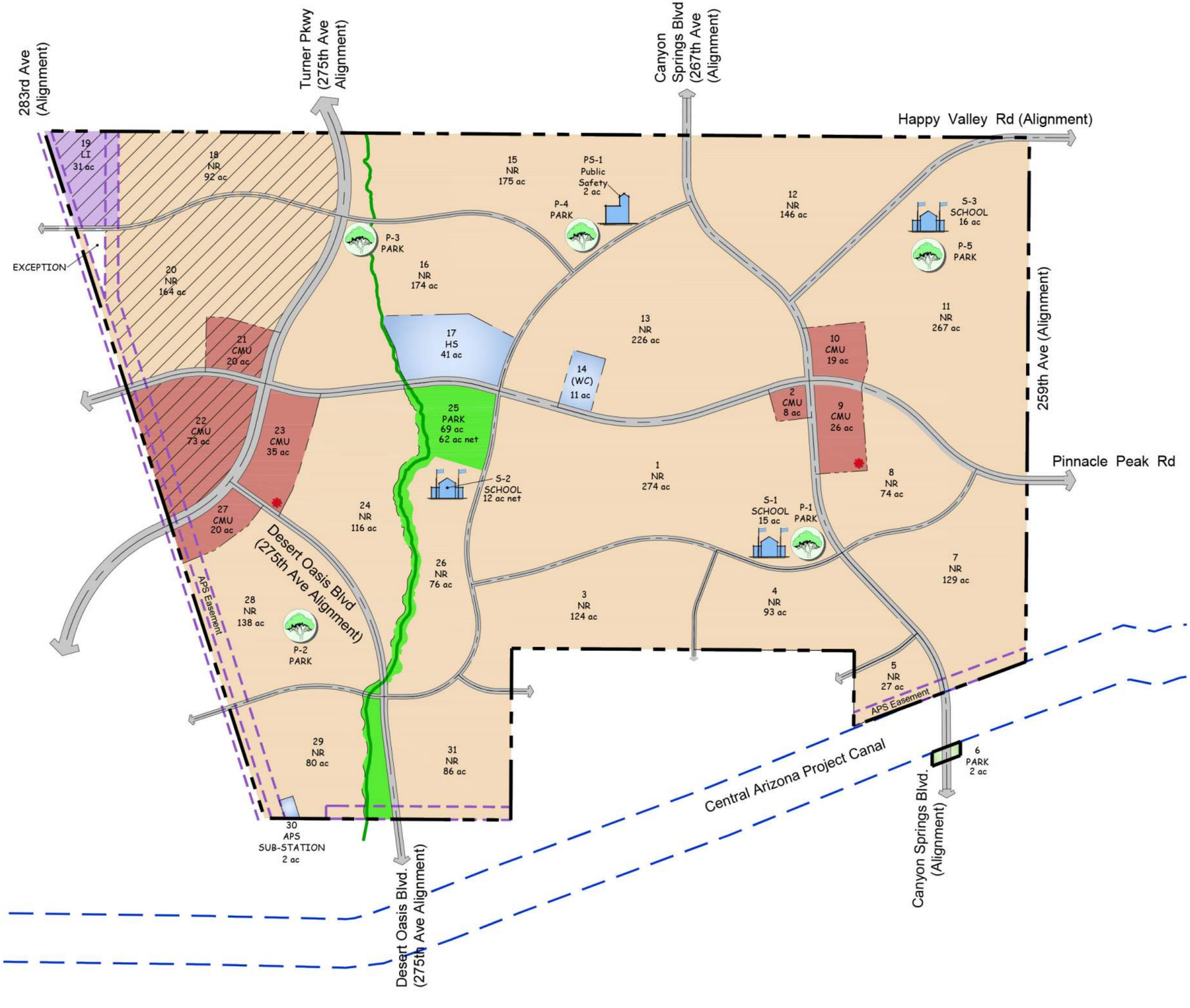
NORTH STAR RANCH

BUCKEYE, ARIZONA

COMMUNITY MASTER PLAN

Proposed Land Use Master Map

Figure 6



N

0 500' 1,000' 1,500' 3,000'

Scale: 1" = 1,500'

Legend

- Project Boundary
- Parcel Boundary
- Transmission Line Easement
- Central Arizona Project Canal
- Wagner Wash
- "Initial" Cell Tower Location
- Solar / Employment Overlay

Land Use Categories:

- NR — Neighborhood Residential
- CMU — Community Mixed Use
- LI — Light Industrial
- PF — Public Facility
- PARK — Largest Park
- Neighborhood Park (7-10 acres)
- Elementary School
- Public Safety

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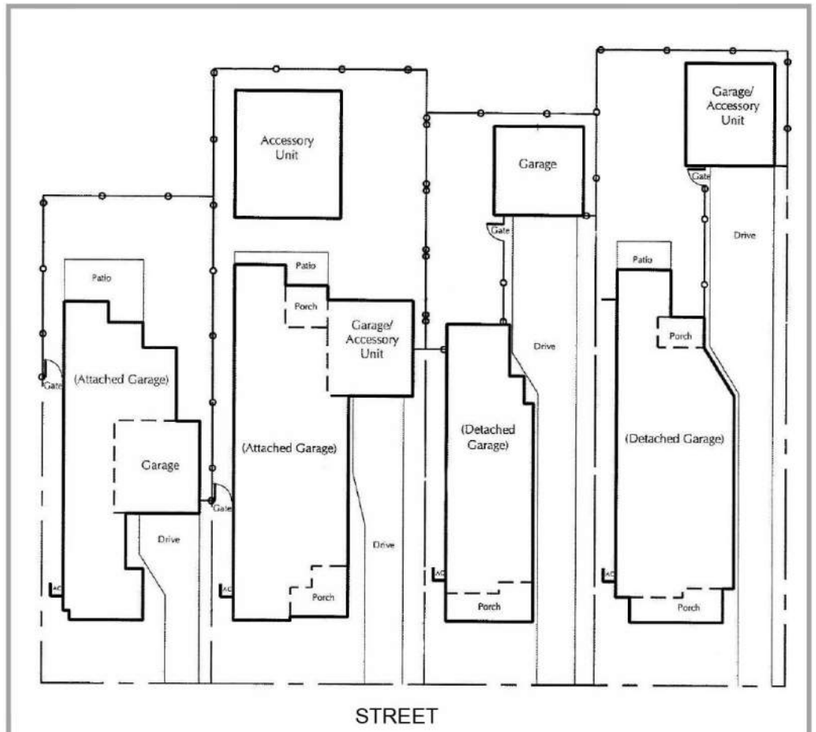
Representative Examples of Non-Traditional Small Lots

Figure 7



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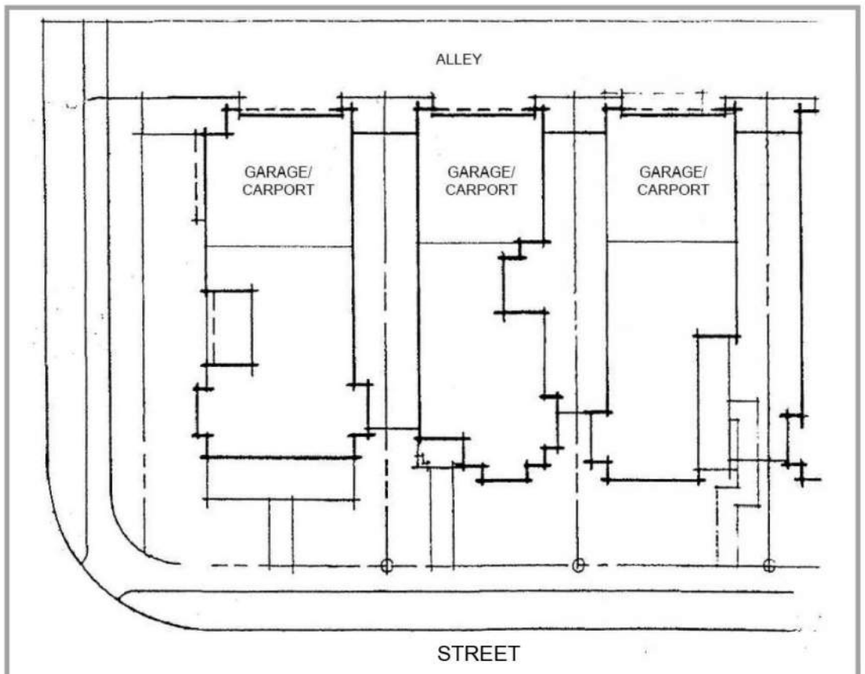
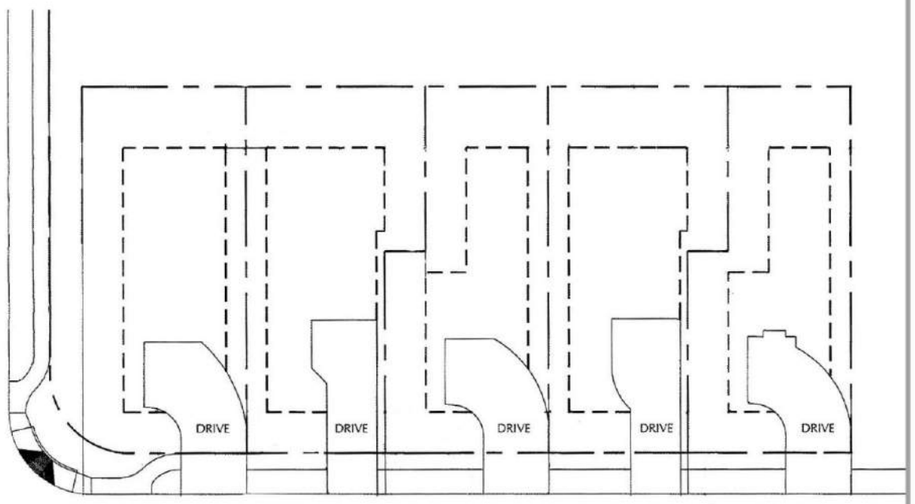
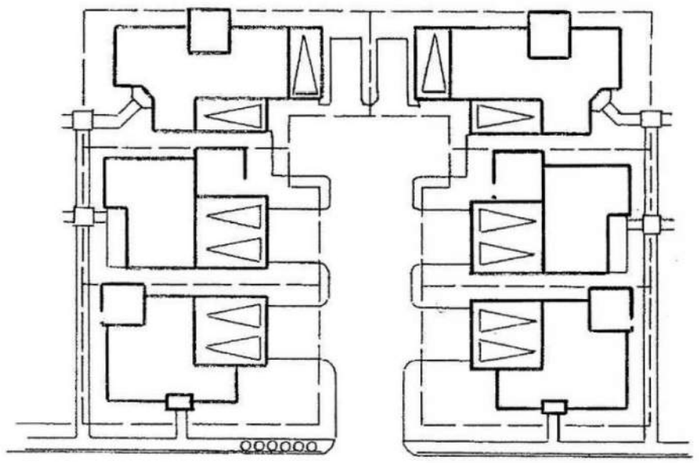


ALLEY LOADED



Z-LOT



CLUSTER

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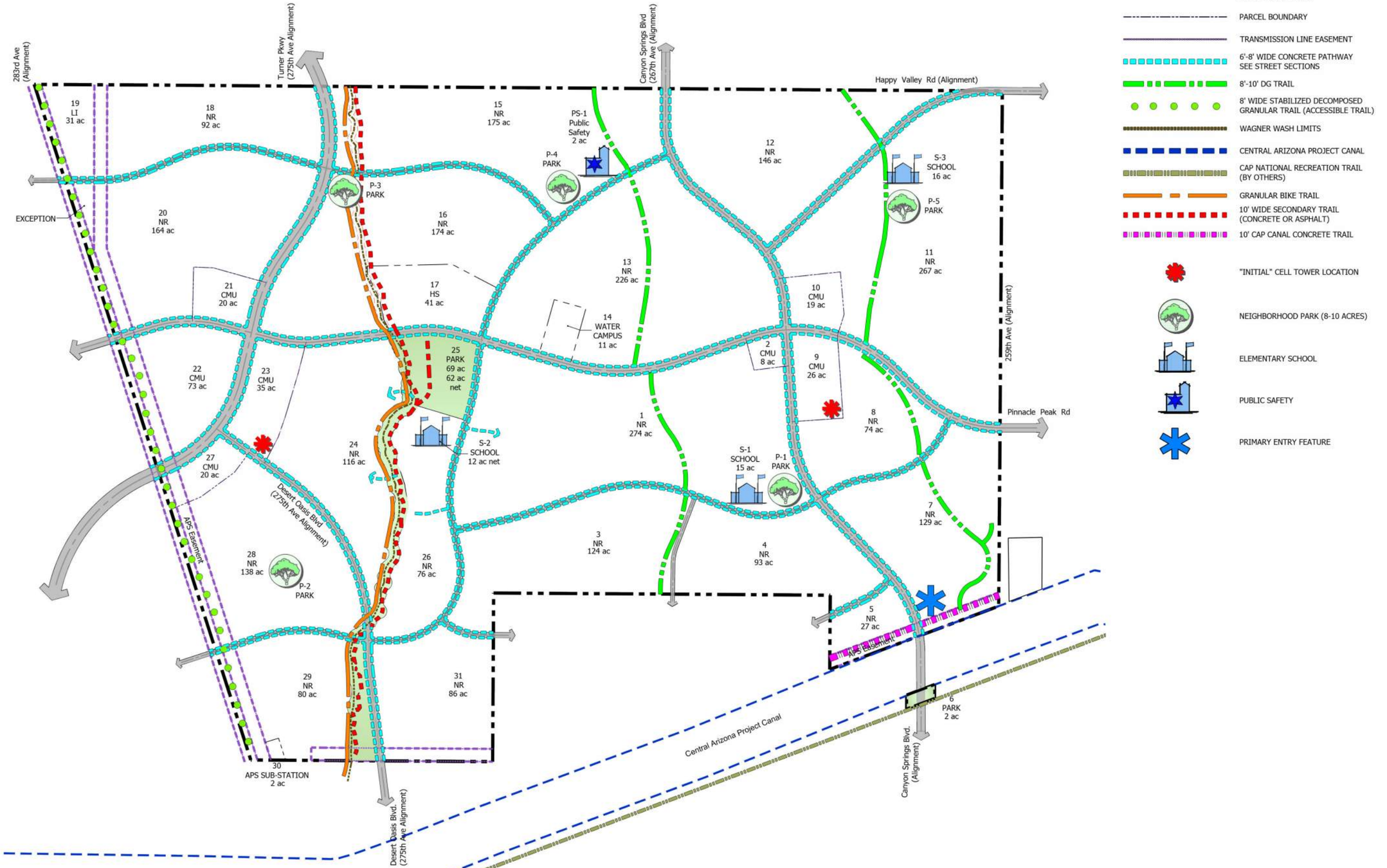

LEGEND

SYMBOL	DESCRIPTION
	PROJECT BOUNDARY
	PARCEL BOUNDARY
	TRANSMISSION LINE EASEMENT
	6'-8' WIDE CONCRETE PATHWAY SEE STREET SECTIONS
	8'-10' DG TRAIL
	8' WIDE STABILIZED DECOMPOSED GRANULAR TRAIL (ACCESSIBLE TRAIL)
	WAGNER WASH LIMITS
	CENTRAL ARIZONA PROJECT CANAL
	CAP NATIONAL RECREATION TRAIL (BY OTHERS)
	GRANULAR BIKE TRAIL
	10' WIDE SECONDARY TRAIL (CONCRETE OR ASPHALT)
	10' CAP CANAL CONCRETE TRAIL
	"INITIAL" CELL TOWER LOCATION
	NEIGHBORHOOD PARK (8-10 ACRES)
	ELEMENTARY SCHOOL
	PUBLIC SAFETY
	PRIMARY ENTRY FEATURE

FIGURE 8

NORTH STAR RANCH

Master Open Space and Trails Plan

700' 1400' 2100'

Plan Scale 1:700 Date:02-28-2022

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LEGEND

1. RETENTION BASIN
2. SKILLS FIELD
3. PLAY STRUCTURE
4. GAME LAWN
5. RAMADA
6. SEATING AREA
7. BASKETBALL COURT
8. BOSQUE
9. DETACHED CONCRETE SIDEWALK

FIGURE 9A

NORTH STAR RANCH

Conceptual Typical Pocket Park 1

Plan Scale 1: 30' Date:12-09-2021

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FIGURE 9B

NORTH STAR RANCH

Conceptual Typical Pocket Park 2

Plan Scale 1: 30' Date:12-09-2021

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KEYNOTE LEGEND

1. LANDSCAPE AREA
2. RETENTION BASIN
3. BASKETBALL COURTS
4. 48 CAR PARKING LOT
5. SHADE RAMADA
6. RESTROOM FACILITY
7. SHADE TRELLIS
8. BOCCE BALL COURT
9. BAG TOSS HORSESHOE PITS
10. RADIUS SHADE TRELLIS
11. PLAY STRUCTURE (5-12) COVERED WITH CANVAS SHADE STRUCTURE
12. HILL SIDE SLIDE
13. GRANULAR ADVENTURE TRAIL
14. ACTIVE TURF - MULTI USE FIELD

FIGURE 9C

NORTH STAR RANCH

Conceptual 10 Acre Park

Plan Scale 1 : 40 Date:12-21-2021

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PROPOSED AMENITIES:

- LITTLE LEAGUE BALL FIELDS
- HIGH SCHOOL SOFTBALL FIELD
- SPORT COURTS
- VOLLEY BALL COURTS
- BAG TOSS COURT
- 20 X 20 SHADE RAMADA
- 30 X 60 GROUP RAMADA
- RESTROOM FACILITIES
- 2-5 YEAR OLD TOT LOT
- 5-12 YEAR OLD TOT LOT
- MULTI-USE TURF ACTIVITY AREAS
- ADVENTURE TRAIL
- MULTI-USE TRAIL
- BIKE COURSE
- EXERCISE FITNESS STATIONS
- DOG PARK
- BENCHES
- TABLES
- DOGGIE STATIONS
- TRASH RECEPTACLES
- OUTDOOR DINING/BBQ
- PARKING

FIGURE 10A

North Star Ranch

Conceptual Largest Park - Overall

N A Plan Scale 1:400' 400' 800' 1,200' Date:03-01-2022

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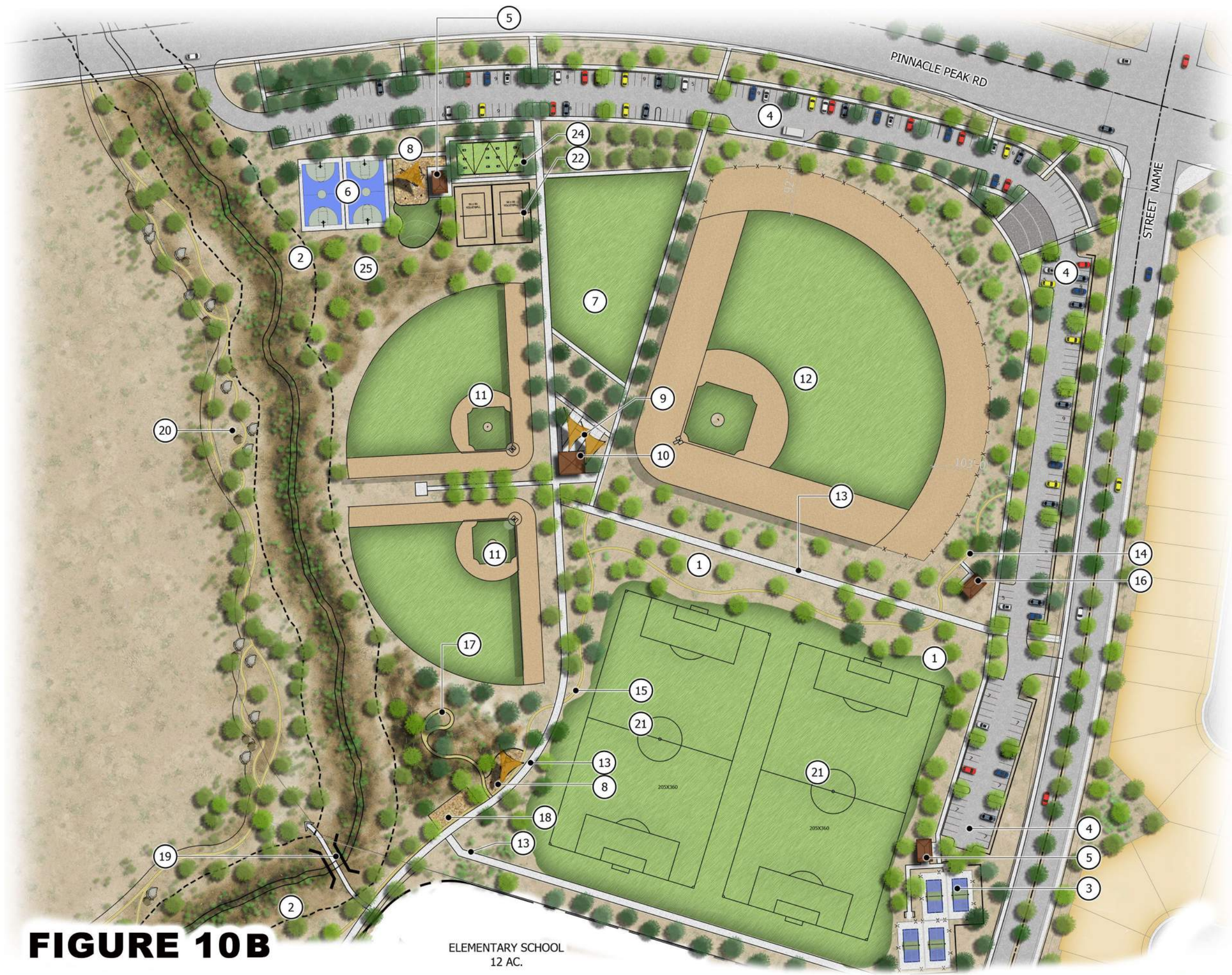

KEYNOTE LEGEND

1. LANDSCAPE AREA
2. WASH BOUNDARY
3. PICKLEBALL COURTS
4. 234 SPACE PARKING LOT
5. 20X30 SHADE RAMADA
6. BASKETBALL COURTS
7. ACTIVE TURF AREA
8. 5-12 & 2-5 TOT LOT
9. OUTDOOR SEATING AND DINING AREA UNDER SHADE SAILS
10. RESTROOM FACILITY
11. (2) TWO LITTLE LEAGUE FIELD
12. (1) ONE BASEBALL FIELD
13. COMMUNITY TRAIL (10' CONCRETE SECONDARY TRAIL)
14. ADVENTURE TRAIL (4' WIDE COMPACTED DG)
15. SOFT TRAIL (4' WIDE COMPACTED DG)
16. TRAIL HEAD SHADE STRUCTURE
17. OVERLOOK HILL WITH ADVENTURE TRAIL AND EARTHEN MOUNDING
18. ACTIVITY FITNESS NODE
19. PEDESTRIAN BRIDGE ACROSS WASH
20. BIKE TRAIL WITH PULL OFF AREAS OFFERING MORE AGGRESSIVE TERRAIN
21. (2) SOCCER FIELDS
22. (2) SAND VOLLEYBALL COURTS
23. PROPOSED WASH LIMITS
24. BAG TOSS COURTS WITH OVERHEAD MARKET LIGHTS
25. EARTHEN MOUNDING

KEY MAP NOT TO SCALE

FIGURE 10B

NORTH STAR RANCH

Conceptual Largest Park - 1

Plan Scale 1: 60 Date:12-07-2021

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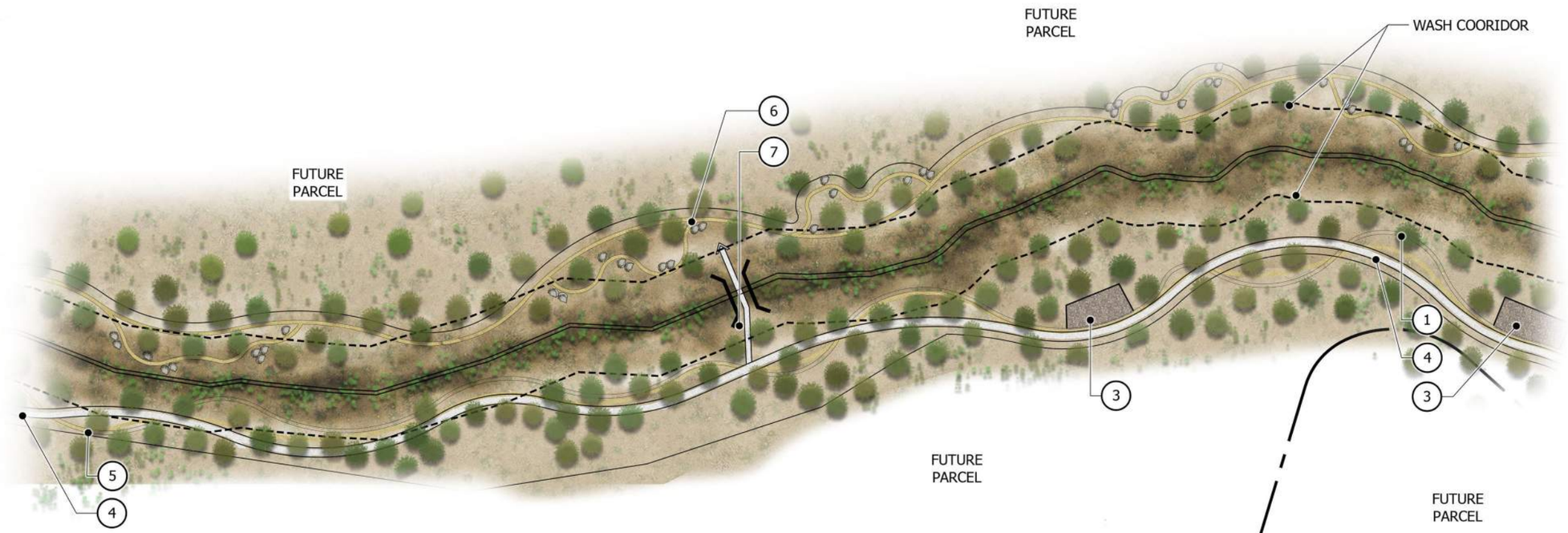
KEYNOTE LEGEND

1. LANDSCAPE AREA
2. FRONTAGE ROAD WITH LOTS FRONTING PARK/WASH
3. ACTIVITY/FITNESS NODES
4. 10' WIDE SECONDARY TRAIL
5. SOFT TRAIL
6. BIKE TRAIL WITH PULL OFF AREAS OFFERING MORE AGGRESSIVE TERRAIN
7. PEDESTRIAN BRIDGE ACROSS WASH
8. ADVENTURE TRAIL
9. SEATING NODES



NOT TO SCALE

FIGURE 10C

NORTH STAR RANCH

Conceptual Largest Park - 2

Plan Scale 1:60' Date:12-07-2021

60' 120' 180'

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KEYNOTE LEGEND

1. LANDSCAPE AREA
2. DETACHED 8' WIDE SIDEWALK
3. (2) 225 X 365 SOCCER FIELDS
4. 111 PARKING SPACE LOT WITH DROP OFF
5. 20X30 SHADE RAMADA/TRAIL HEAD
6. DOUBLE PEN DOG PARK WITH CURVED SHADE STRUCTURE
7. ACTIVITY/FITNESS NODE
8. PEDESTRIAN BRIDGE ACROSS WASH
9. SECONDARY TRAIL WITH CONNECTIONS THROUGH THE COMMUNITY
10. SOFT TRAIL
11. MIKE TRAIL WITH PULL OFF AREAS OFFERING MORE AGGRESSIVE TERRAIN
12. PEDESTRIAN UNDERPASS

KEY MAP NOT TO SCALE

FIGURE 10D

NORTH STAR RANCH

Conceptual Largest Park - 3

Plan Scale 1:60 Date:12-07-2021

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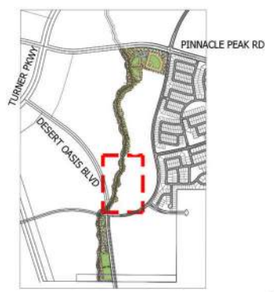
KEYNOTE LEGEND

1. LANDSCAPE AREA
2. ACTIVITY/FITNESS NODES
3. BIKE TRAIL WITH PULL OFF AREAS OFFERING MORE AGGRESSIVE TERRAIN
4. COMMUNITY SOFT TRAIL
5. COMMUNITY TRAIL CONNECTING THROUGH COMMUNITY



KEY MAP NOT TO SCALE

FIGURE 10E

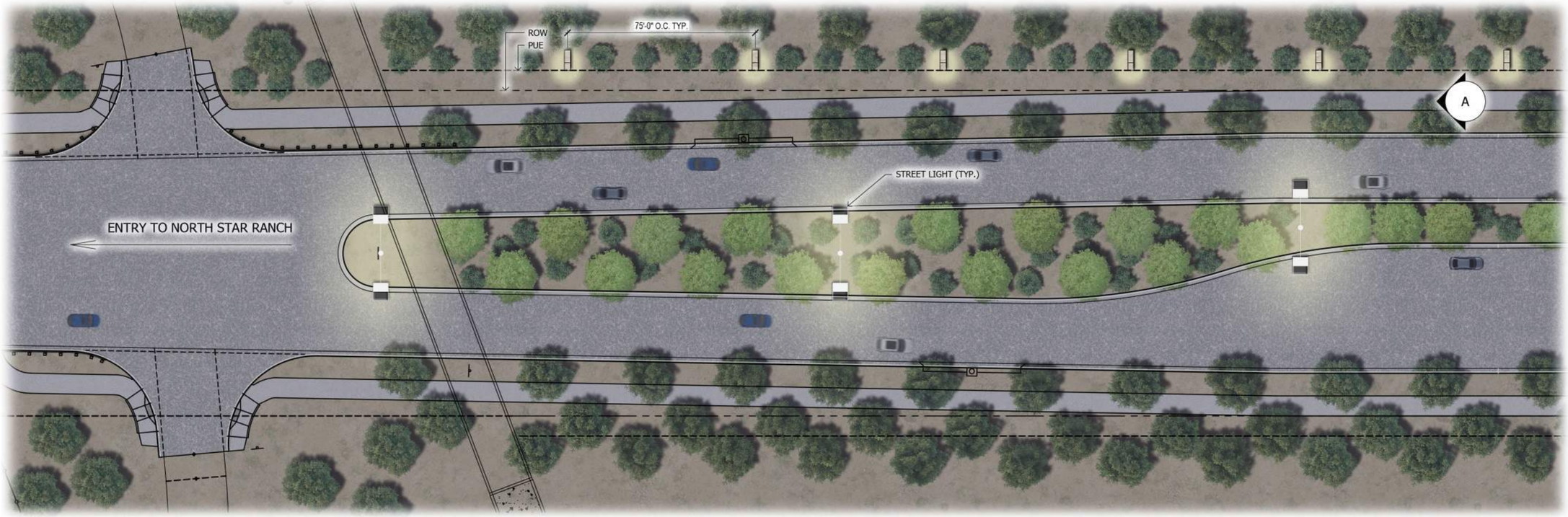
NORTH STAR RANCH

Conceptual Largest Park - 4

Plan Scale 1:60 Date:12-07-2021

ABLASTUDIO.COM

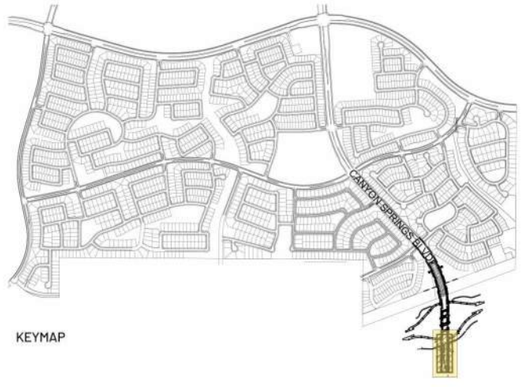
ABLA



CANYON SPRINGS BLVD

figure_1NTS333
2'-6"
10'-0"
PUE
8'-0"
ENTRY MILE MARKER LIGHT FEATURE
Scale: 1/4"=1'-0"
STONE VENEER WALL
LASER CUT LIGHT BOX

DESIGN INTENT LASER CUT LIGHT BOX



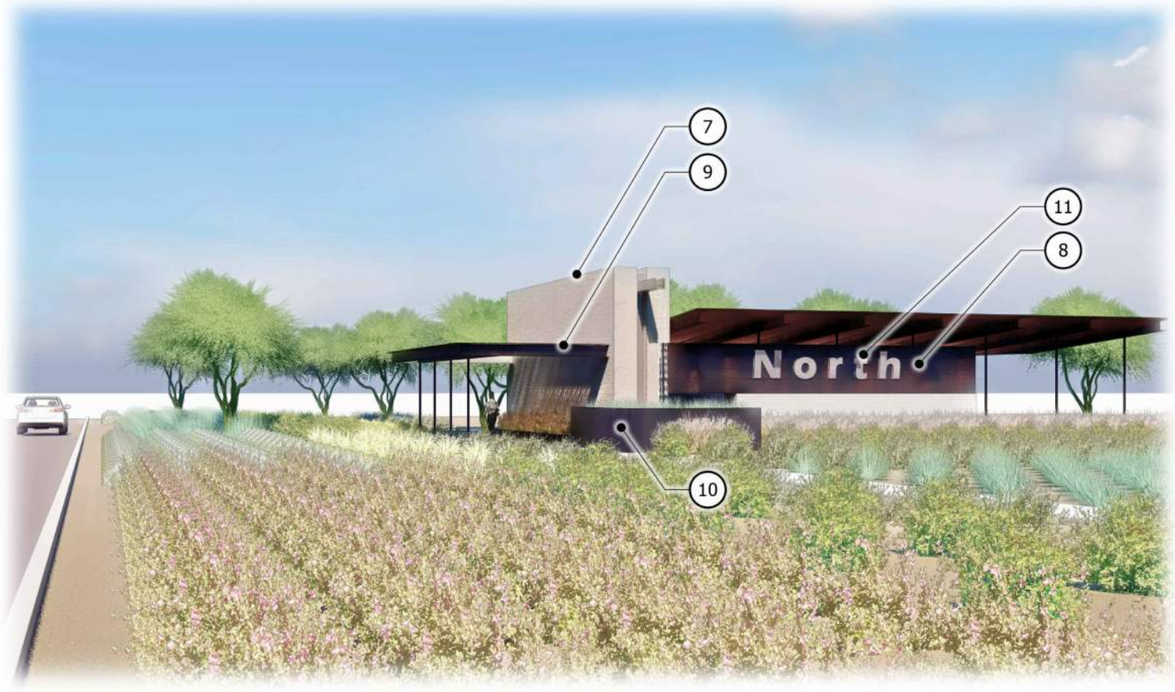
KEYMAP

FIGURE 11A

NORTH STAR RANCH
Conceptual Entry Approach Signage

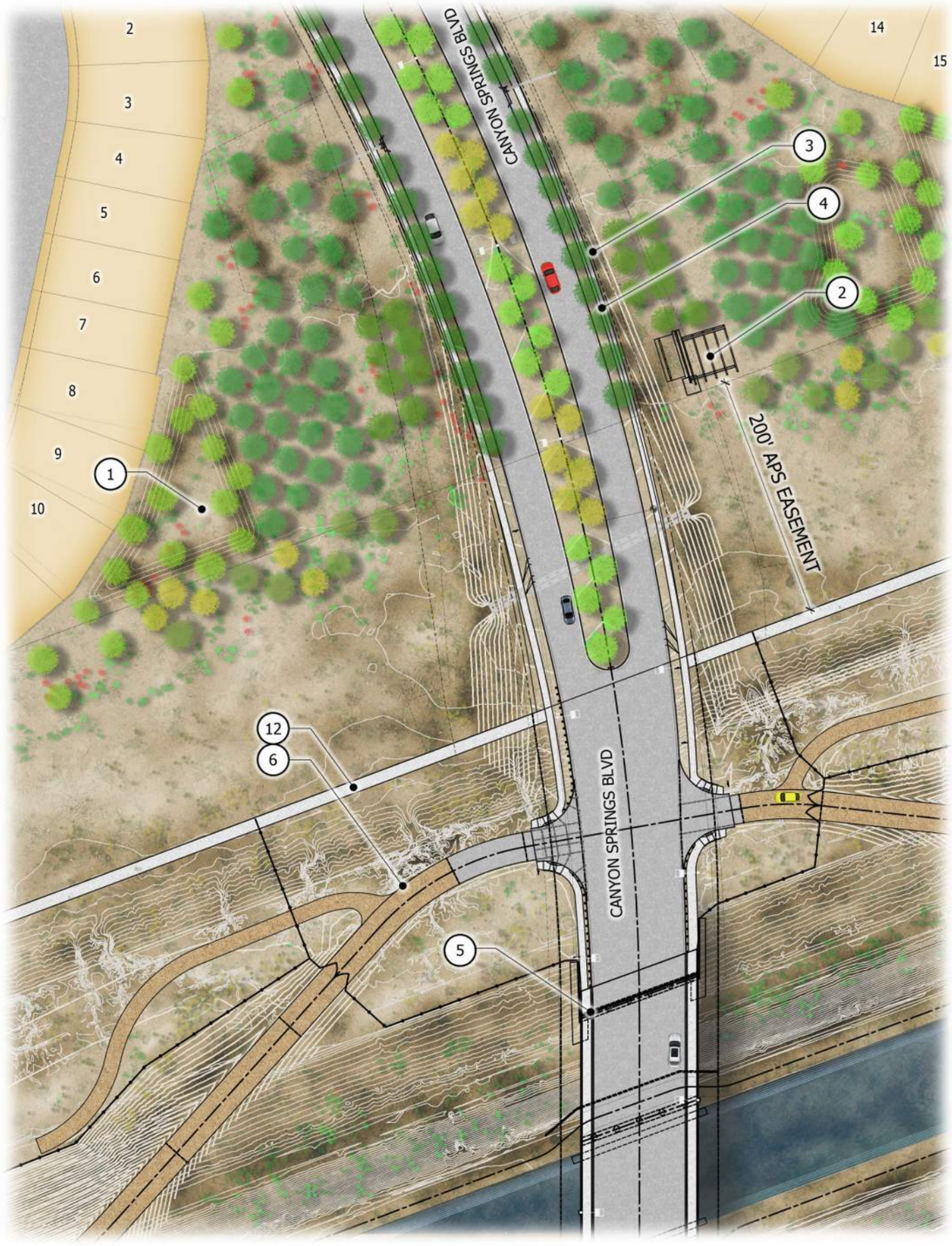
Plan Scale 1: 20 20' 40' 60'
Date:02-28-2022
ABLASTUDIO.COM

ABLA



KEYNOTE LEGEND

1. RETENTION BASIN
2. ENTRY MONUMENT
3. PUE
4. ROW
5. CAP BRIDGE
6. MAINTENANCE ROAD
7. STONE VENEER WALL WITH WATER FEATURE
8. BOARD FORM CONCRETE
9. SHADED WALKWAY
10. COLD ROLLED METAL PLANTER
11. SIGN LETTERING
12. 10' CONCRETE PATH



PLAN VIEW:

FIGURE 11B

NORTH STAR RANCH

Conceptual Entry Monument - 1

Plan Scale 1:50 Date:02-28-2022

ABLASTUDIO.COM

ABLA

SQUARE FOOTAGE OF SIGNAGE
LETTERING = 48SF.

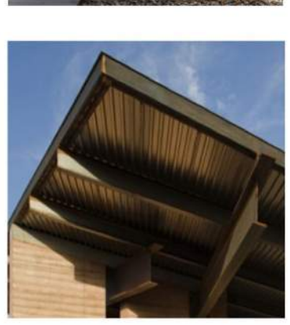


FIGURE 11C

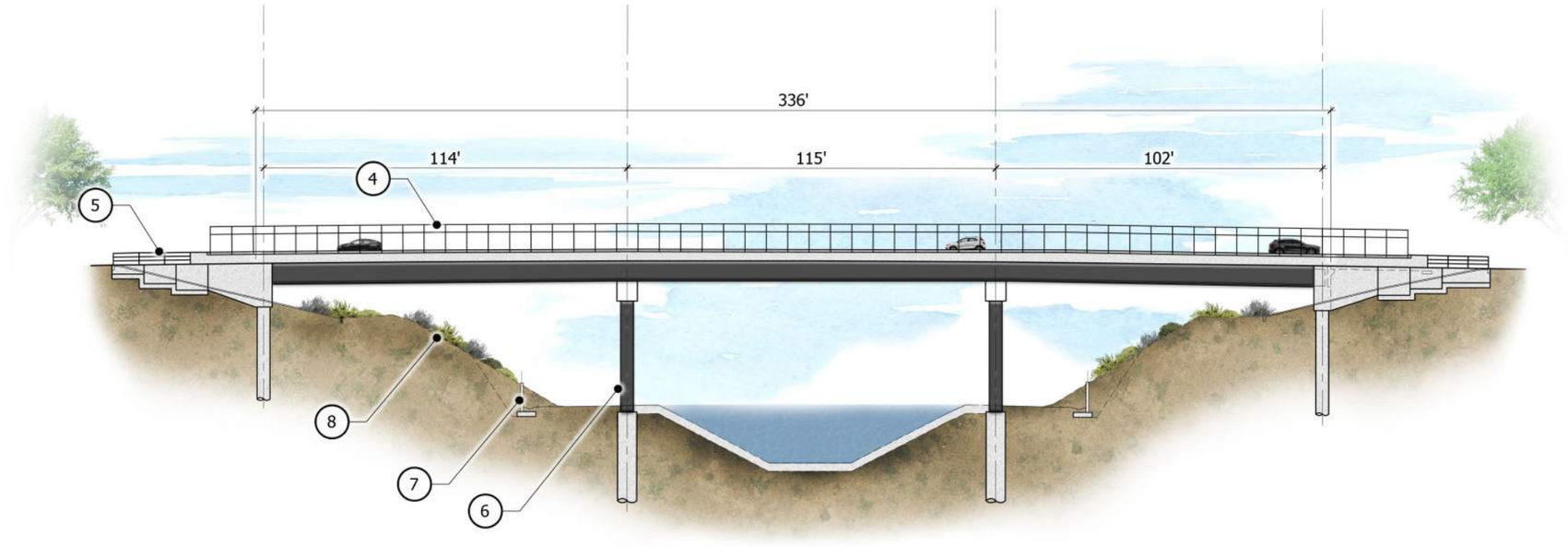
NORTH STAR RANCH

Conceptual Entry Monument - 2

Plan Scale 1/4" = 1'-0" Date:02-28-2022

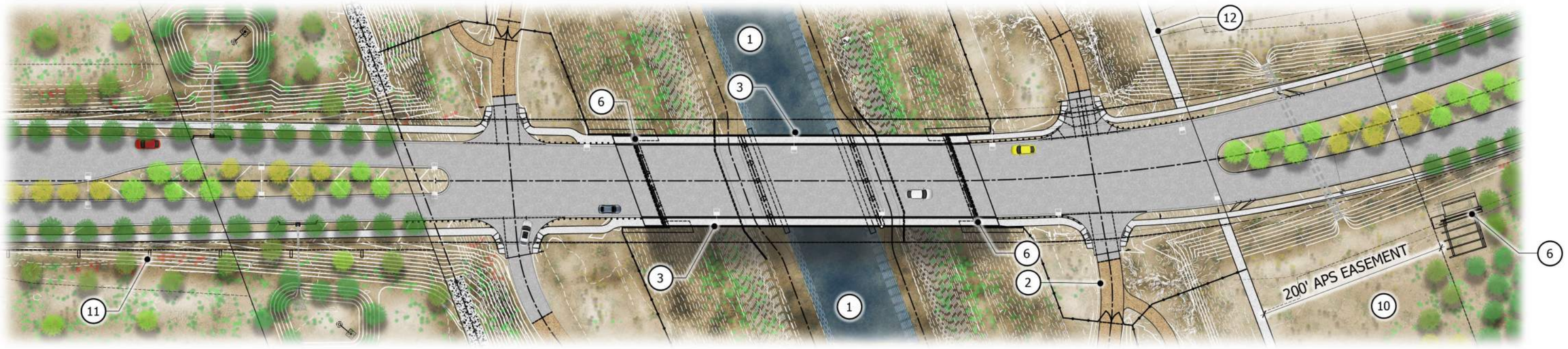
ABLASTUDIO.COM

AB LA



KEYNOTE LEGEND

1. CAP CANAL
2. MAINTENANCE ROAD
3. STREET LIGHT
4. PEDESTRIAN FENCE
5. SAFETY RAIL
6. COLUMNS
7. RETAINING WALL
8. EXISTING GRADE
9. ENTRY MONUMENT
10. APS EASEMENT
11. ENTRY MILE MARKER FEATURE
12. 10' CONCRETE PATH



PLAN VIEW:

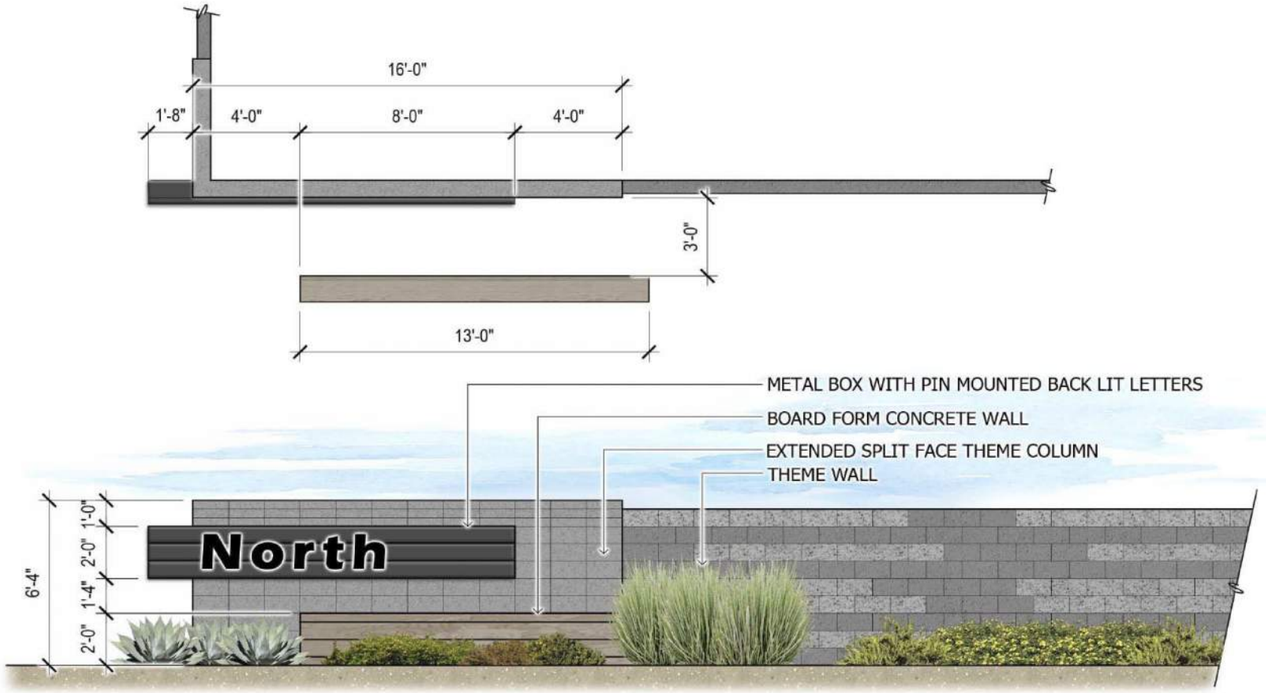
FIGURE 12

NORTH STAR RANCH
Conceptual Bridge at CAP Canal

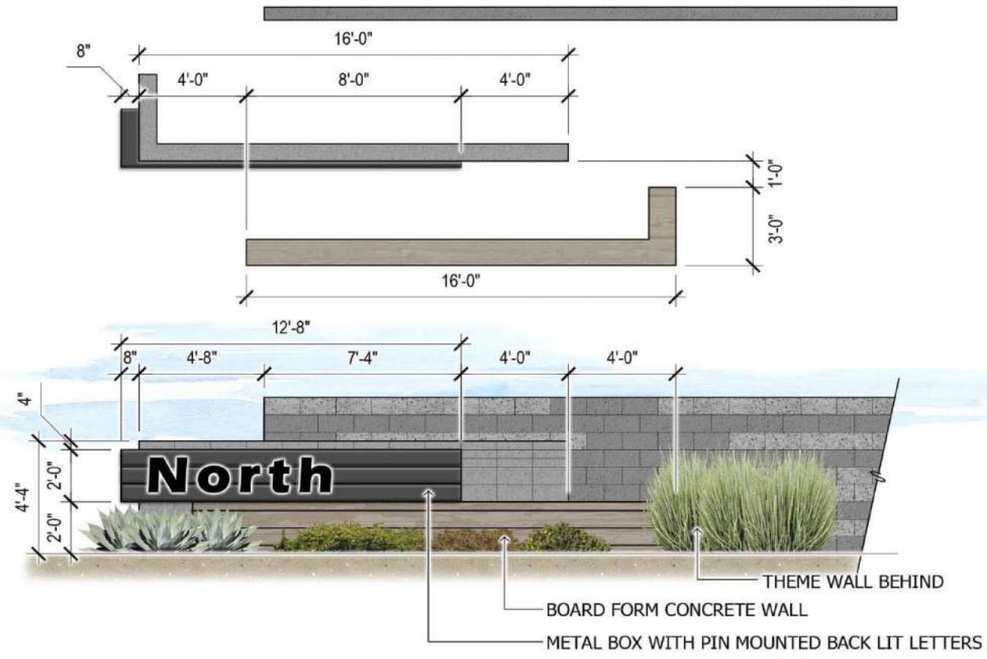
Plan Scale 1: 50 Date:02-28-2022

ABLASTUDIO.COM

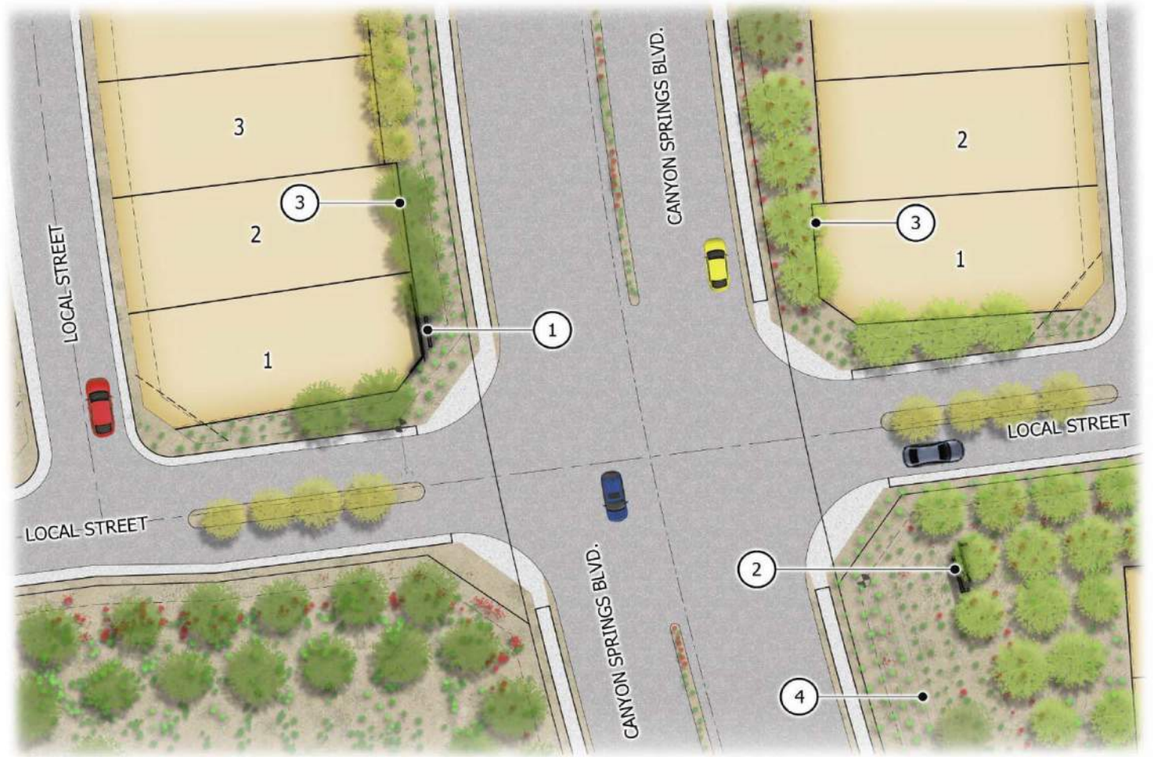
ABLA



PARCEL ENTRY FEATURE (FREESTANDING)



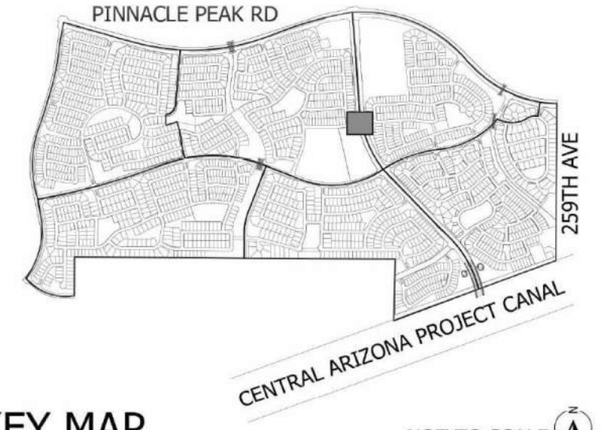
PARCEL ENTRY FEATURE (FREESTANDING)



PLAN VIEW:

KEYNOTE LEGEND

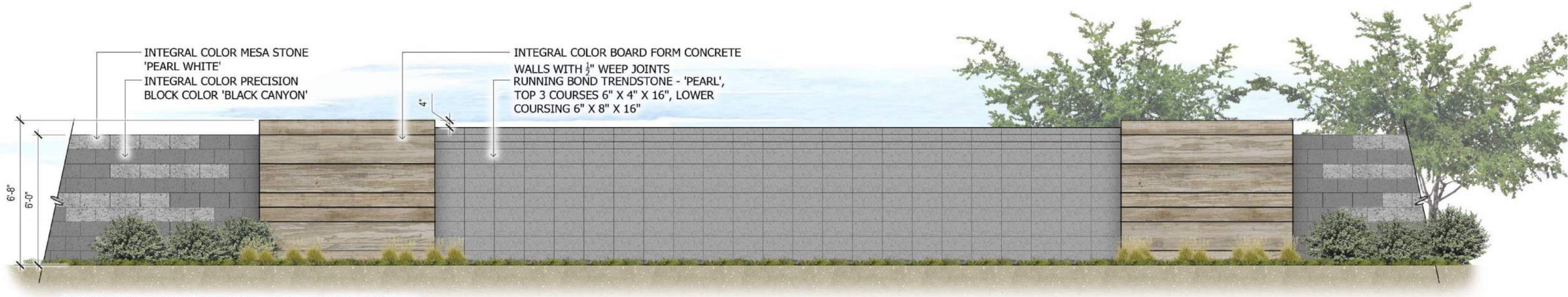
1. WALL MOUNTED MONUMENT
2. FREESTANDING MONUMENT
3. THEME WALL
4. PATTERNED PLANTING



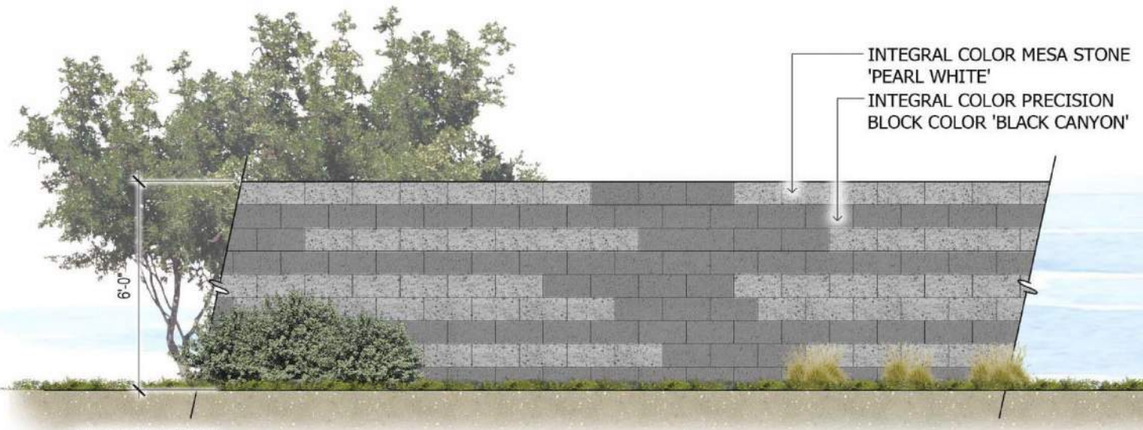
KEY MAP

NOT TO SCALE

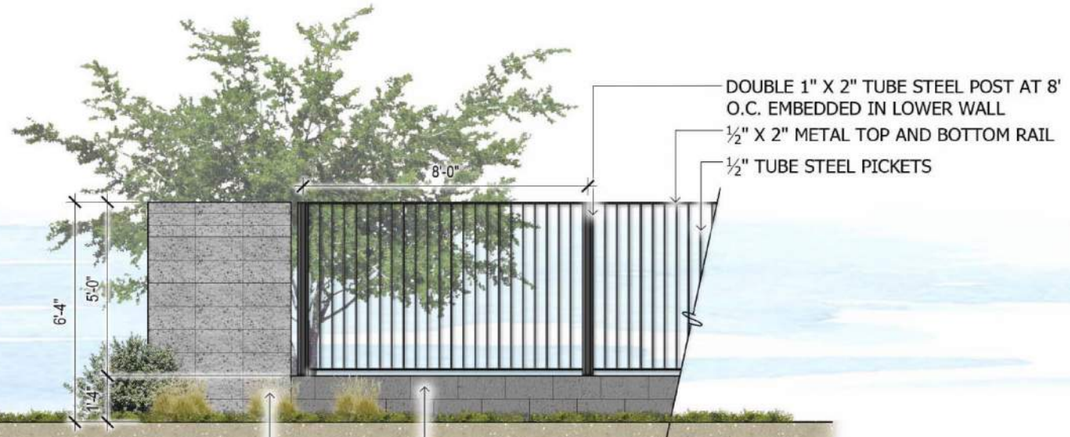
FIGURE 13



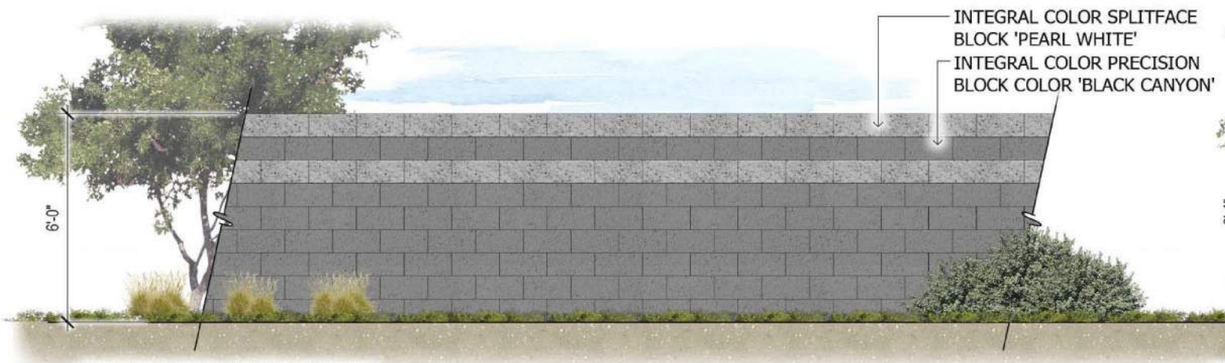
DECORATIVE COLUMNS WITH INSET ACCENT WALL



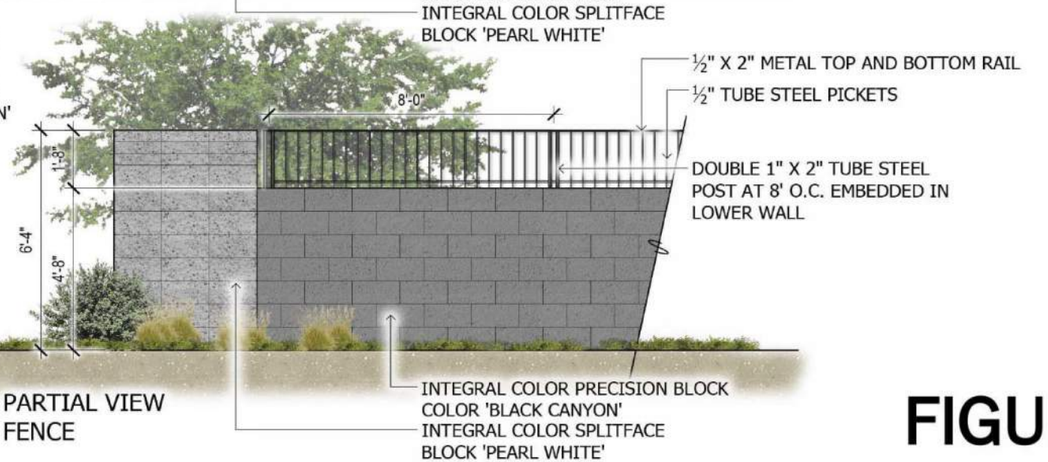
THEME WALL



VIEW FENCE



SECONDARY ACCENT WALL



PARTIAL VIEW
FENCE

FIGURE 14

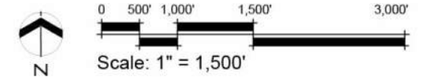
NORTH STAR RANCH

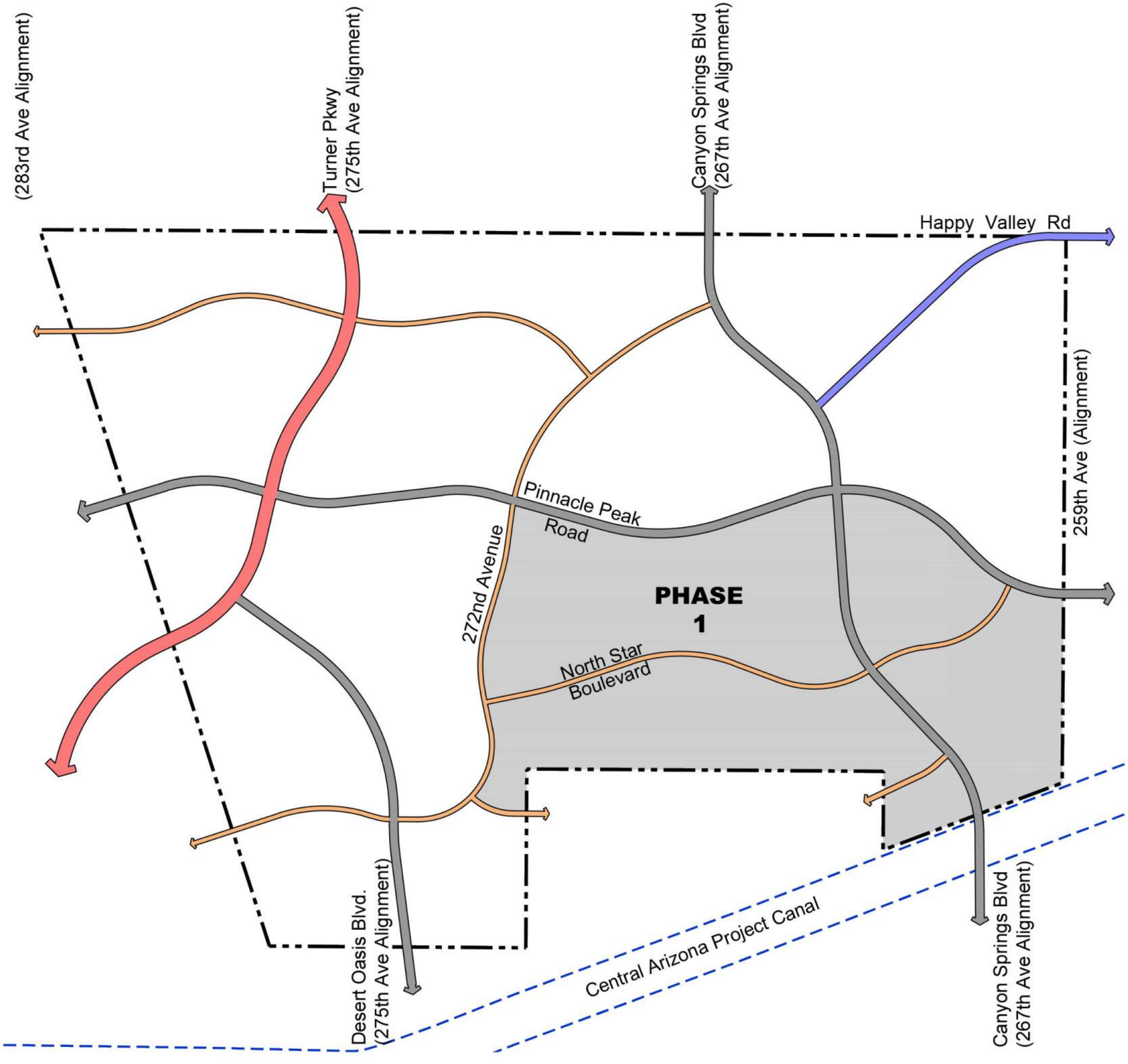
BUCKEYE, ARIZONA

COMMUNITY MASTER PLAN

Master Street and Circulation Plan

Figure 15





Legend

- Parkway - 200' ROW (6 travel lanes)
- Major Arterial - 140' ROW (6 travel lanes)
- Arterial - 120' ROW (4 travel lanes)
- Collector - 80' ROW (2 travel lanes)

Perimeter and internal streets within Phase 1 (The east half of 272nd Ave and the south half of Pinnacle Peak Rd to the southern and eastern project boundaries.)

- Major Arterial - 130' ROW (6 travel lanes)
- Collector -70' ROW (2 travel lanes)

Notes:

1. * Other local streets will be shown during the preliminary plat process.

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PROJECT MANAGER:
T. BONAR, AICP
PROJECT NUMBER: 1048
MARCH 2022

U:\1000\1048\1048.06 - LKY Development\PLANNING\ENTITLEMENT\CMPA 3\3rd Submittal (11th)\FIGURES\1048-Figure-15-Master-Street-&-Circulation.dwg
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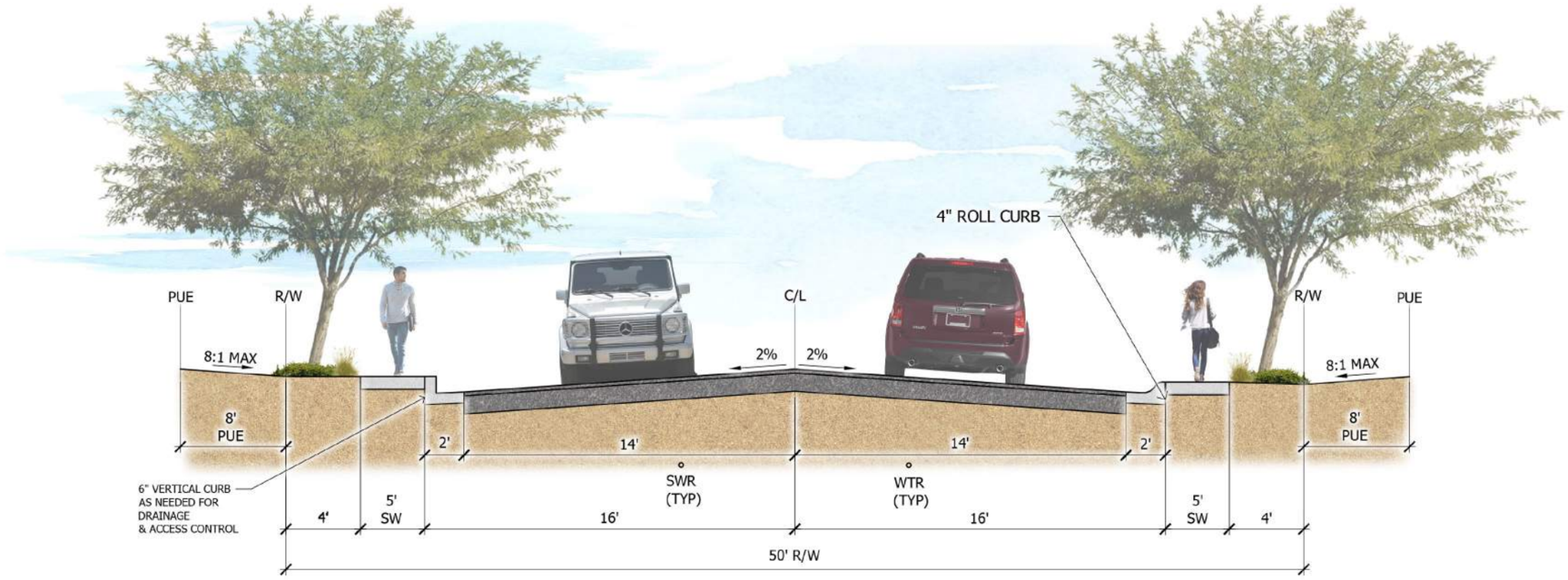
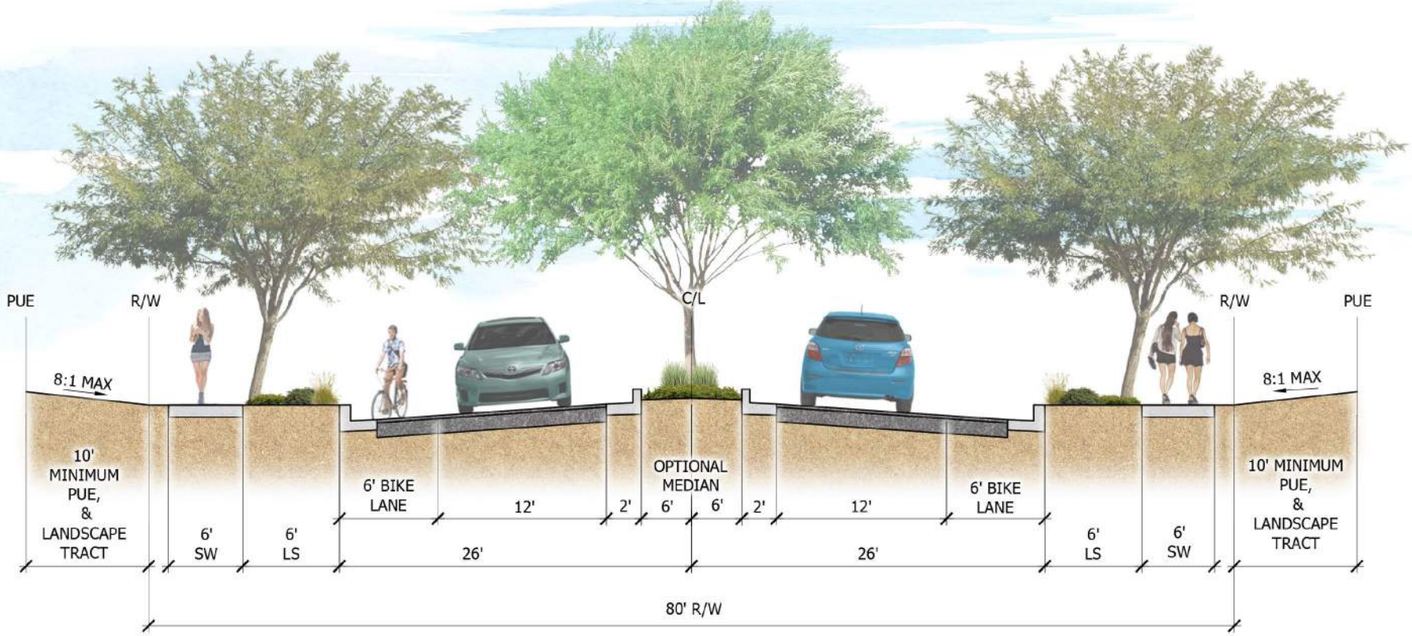


(1) AS NOTED ON PRELIMINARY PLAT

1 Local Street (Looking North & West)
SCALE: N.T.S.

NOTE: REFERENCE COB DTL 63170
FOR LOCAL ROADWAY SECTIONS

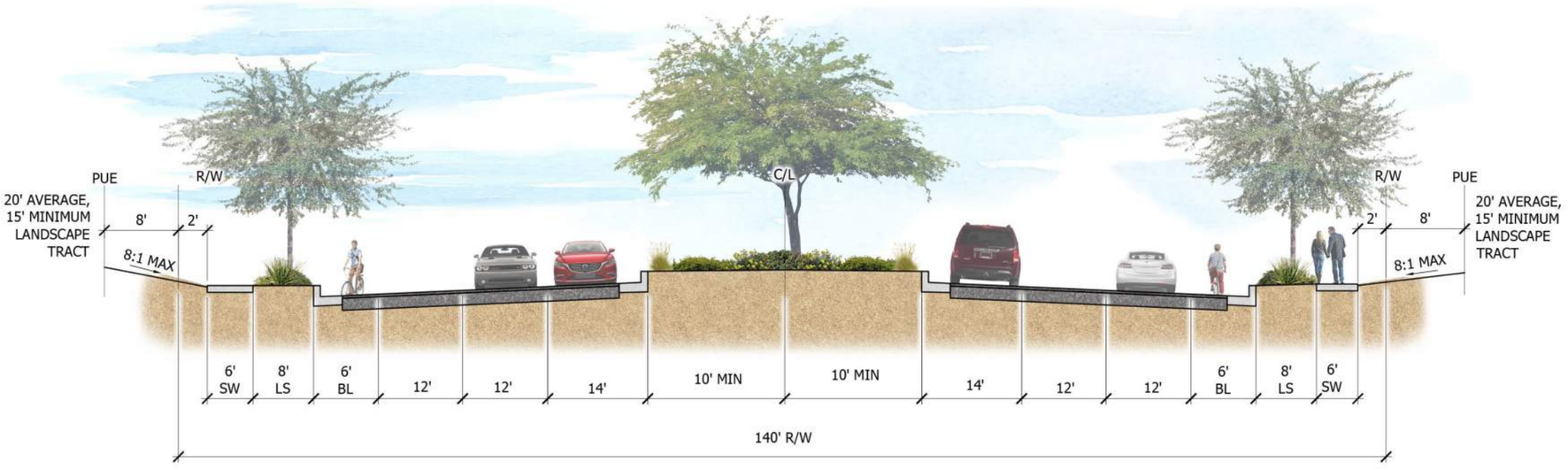


(2) RAISED MEDIAN (OPTIONAL). IF A RAISED MEDIAN IS NOT PROVIDED A 16' WIDE PAVED TURN LANE WILL BE PROVIDED.
(3) STRIPED TURN LANES AT INTERSECTIONS

2 Collector Street - 272nd Ave. (Looking West & North) & Other Unnamed Collector St.
SCALE: N.T.S.

NOTE: REFERENCE COB DTL 63150
FOR COLLECTOR ROADWAY SECTIONS

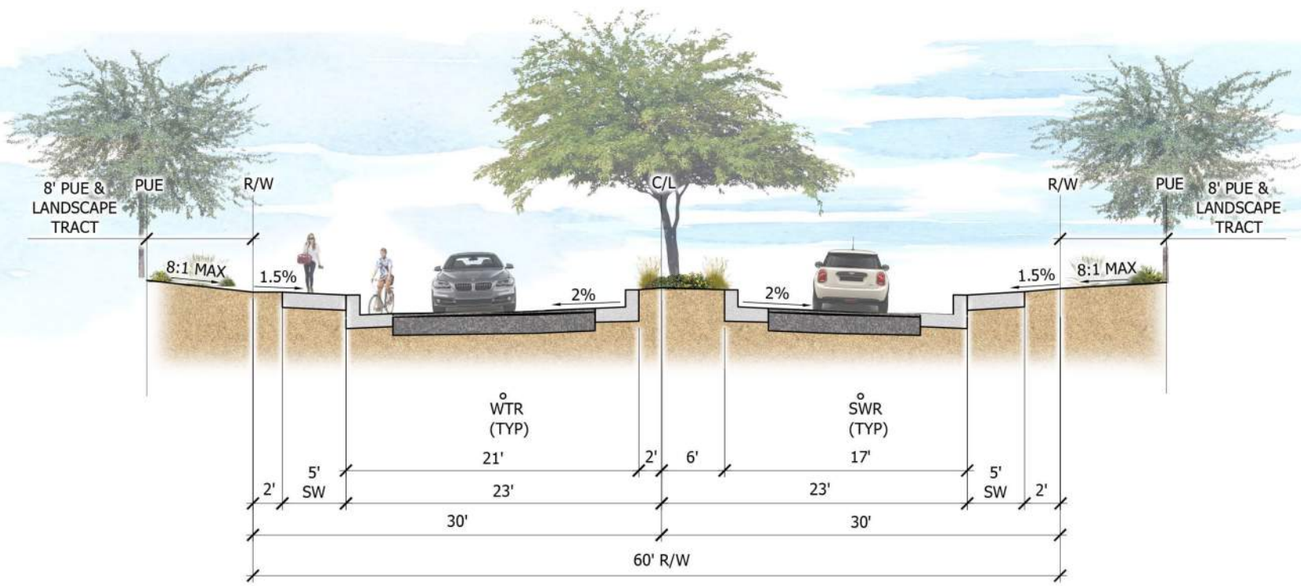
FIGURE 16A



3 Major Arterial - Canyon Springs Blvd. (Looking North & West), Desert Oasis Blvd. & Pinnacle Peak Rd.

SCALE: N.T.S.

NOTE: REFERENCE COB DTL 63120 FOR MAJOR ARTERIAL ROADWAY SECTIONS

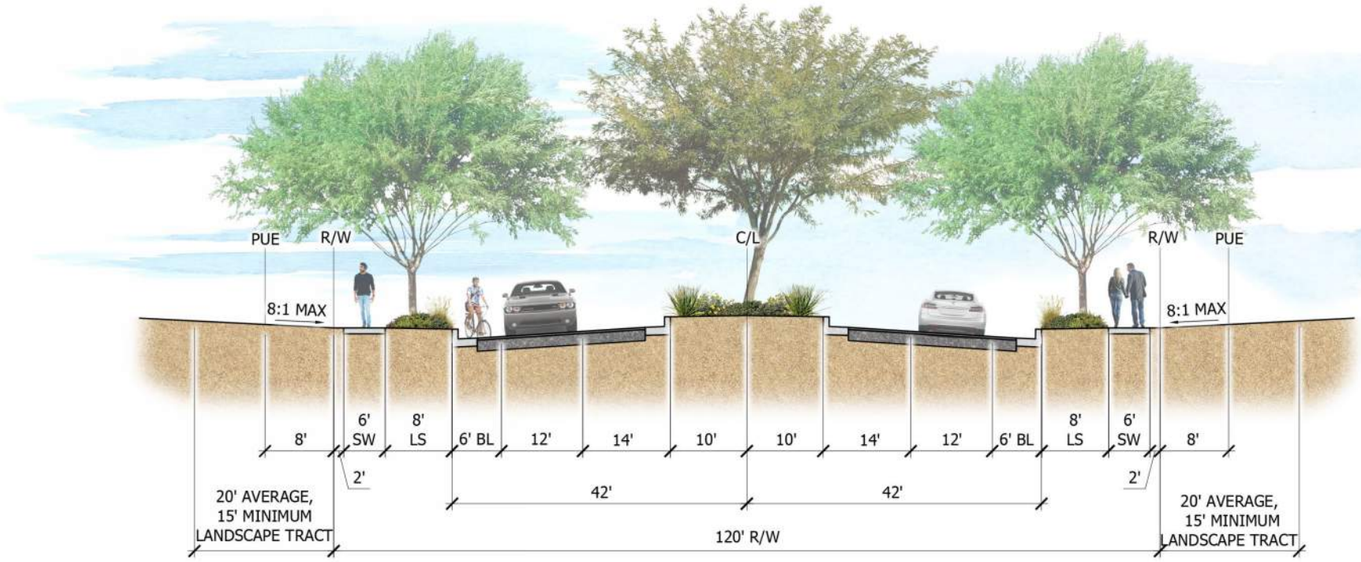


4 Local Entrance, Looking Out From Neighborhood

SCALE: N.T.S.

NOTE: REFERENCE COB DTL 63190 FOR RESIDENTIAL ENTRANCE ROADWAY SECTIONS

FIGURE 16B

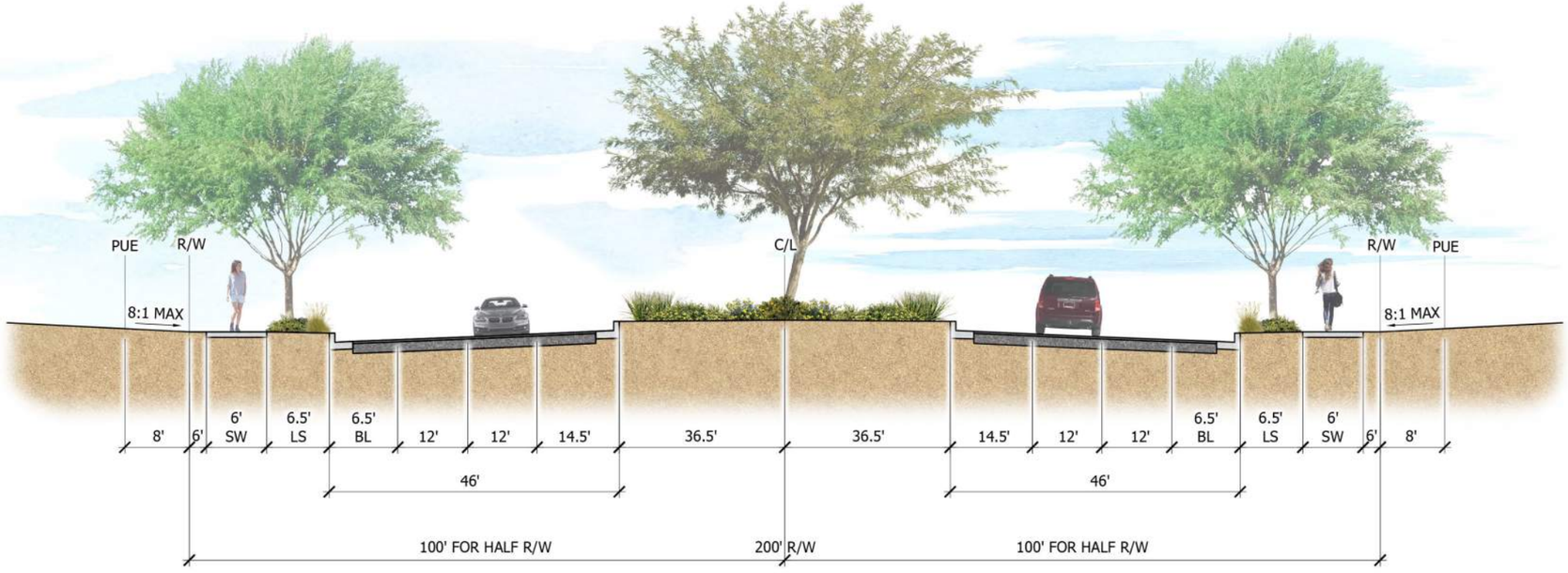


(1) RAISED MEDIAN; CENTER TURN LANE(S)

5 Arterial - Happy Valley Rd. (Looking Northeast)

SCALE: N.T.S.

NOTE: TO MATCH THE COB DTL 63130 FOR ARTERIAL ROADWAY SECTIONS



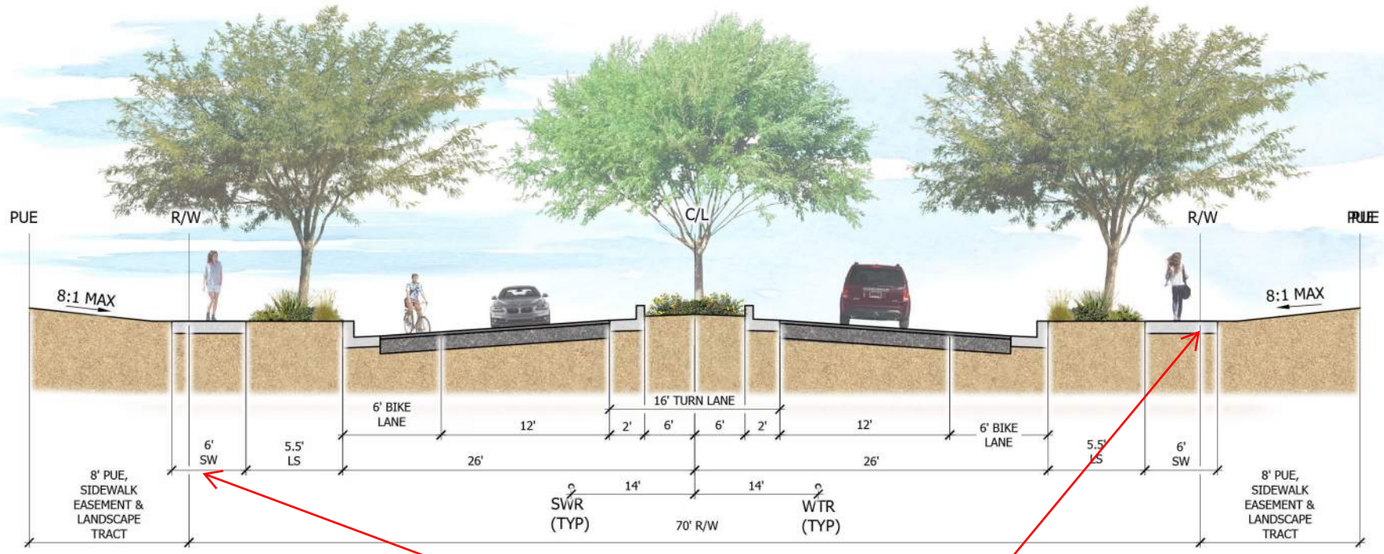
(1) RAISED MEDIAN; CENTER TURN LANE(S)

6 Turner Parkway

SCALE: N.T.S.

NOTE: THE CITY IS DRAFTING NEW PARKWAY ROADWAY SECTION DTL 63115; SLATED TO BE ADOPTED BY END OF 2021

FIGURE 16C

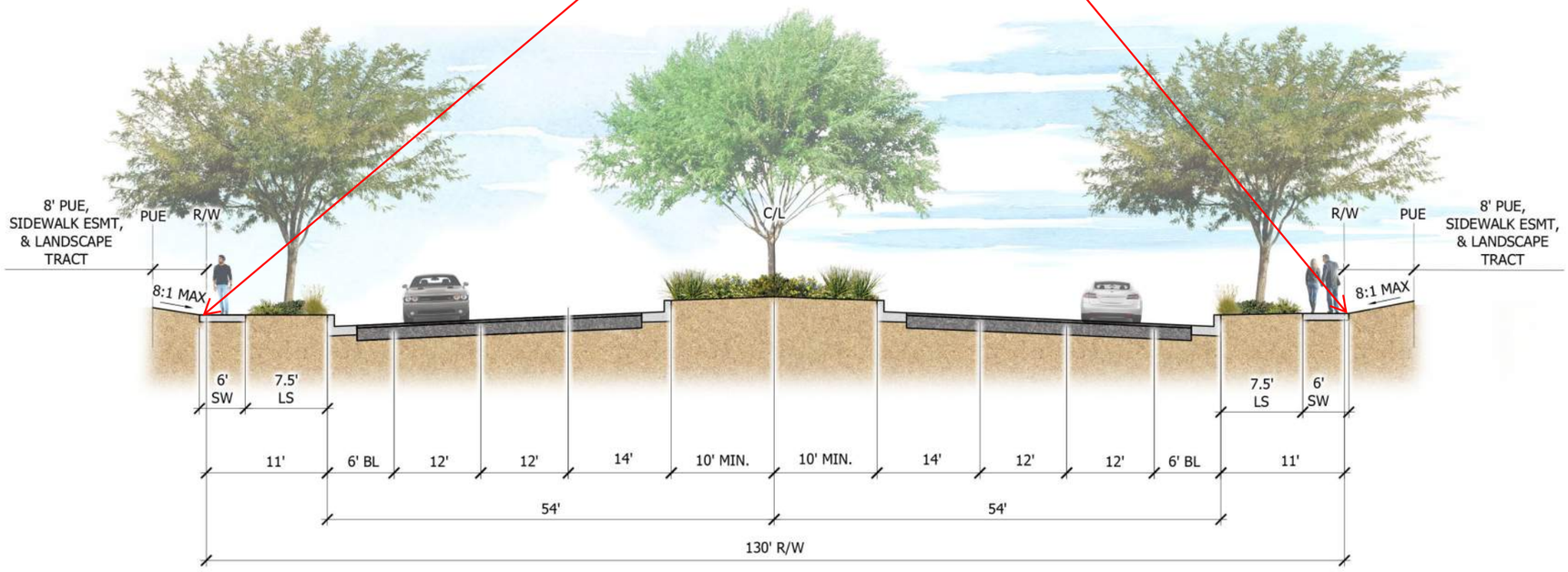


(2) RAISED MEDIAN (OPTIONAL AS DETERMINED BY THE CITY). IF A RAISED MEDIAN IS NOT PROVIDED A 16' WIDE PAVED TURN LANE WILL BE PROVIDED.
(3) STRIPED TURN LANES AT INTERSECTIONS

sidewalk shall be within the ROW

7 Phase 1 Collector Street - North Star Blvd. & 272nd Ave. (Looking West & North) - as Previously Approved by Preliminary Plat

SCALE: N.T.S.



(1) RAISED MEDIAN; CENTER TURN LANES.

8 Phase 1 Major Arterial - Pinnacle Peak Rd., Canyon Springs Blvd. (Looking West & North) - as Previously Approved by Preliminary Plat

SCALE: N.T.S.

FIGURE 16D

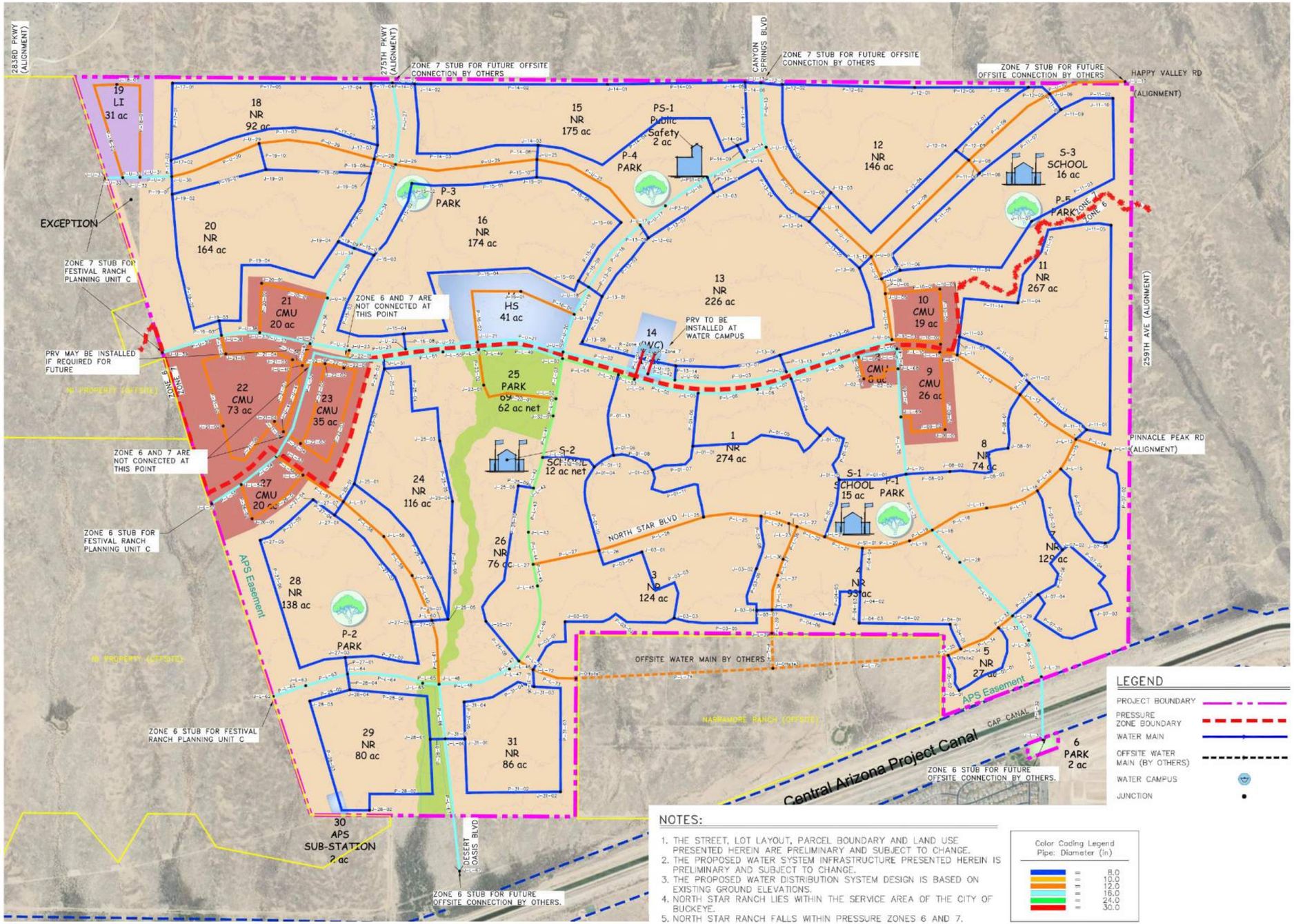
NORTH STAR RANCH

BUCKEYE, ARIZONA

COMMUNITY MASTER PLAN

Master Potable Water Plan

Figure 17



NOTES:

1. THE STREET, LOT LAYOUT, PARCEL BOUNDARY AND LAND USE PRESENTED HEREIN ARE PRELIMINARY AND SUBJECT TO CHANGE.
2. THE PROPOSED WATER SYSTEM INFRASTRUCTURE PRESENTED HEREIN IS PRELIMINARY AND SUBJECT TO CHANGE.
3. THE PROPOSED WATER DISTRIBUTION SYSTEM DESIGN IS BASED ON EXISTING GROUND ELEVATIONS.
4. NORTH STAR RANCH LIES WITHIN THE SERVICE AREA OF THE CITY OF BUCKEYE.
5. NORTH STAR RANCH FALLS WITHIN PRESSURE ZONES 6 AND 7.

Color Coding Legend
Pipe: Diameter (in)

	8.0
	10.0
	12.0
	16.0
	24.0
	30.0

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PROJECT NUMBER: 1048
MARCH 2022

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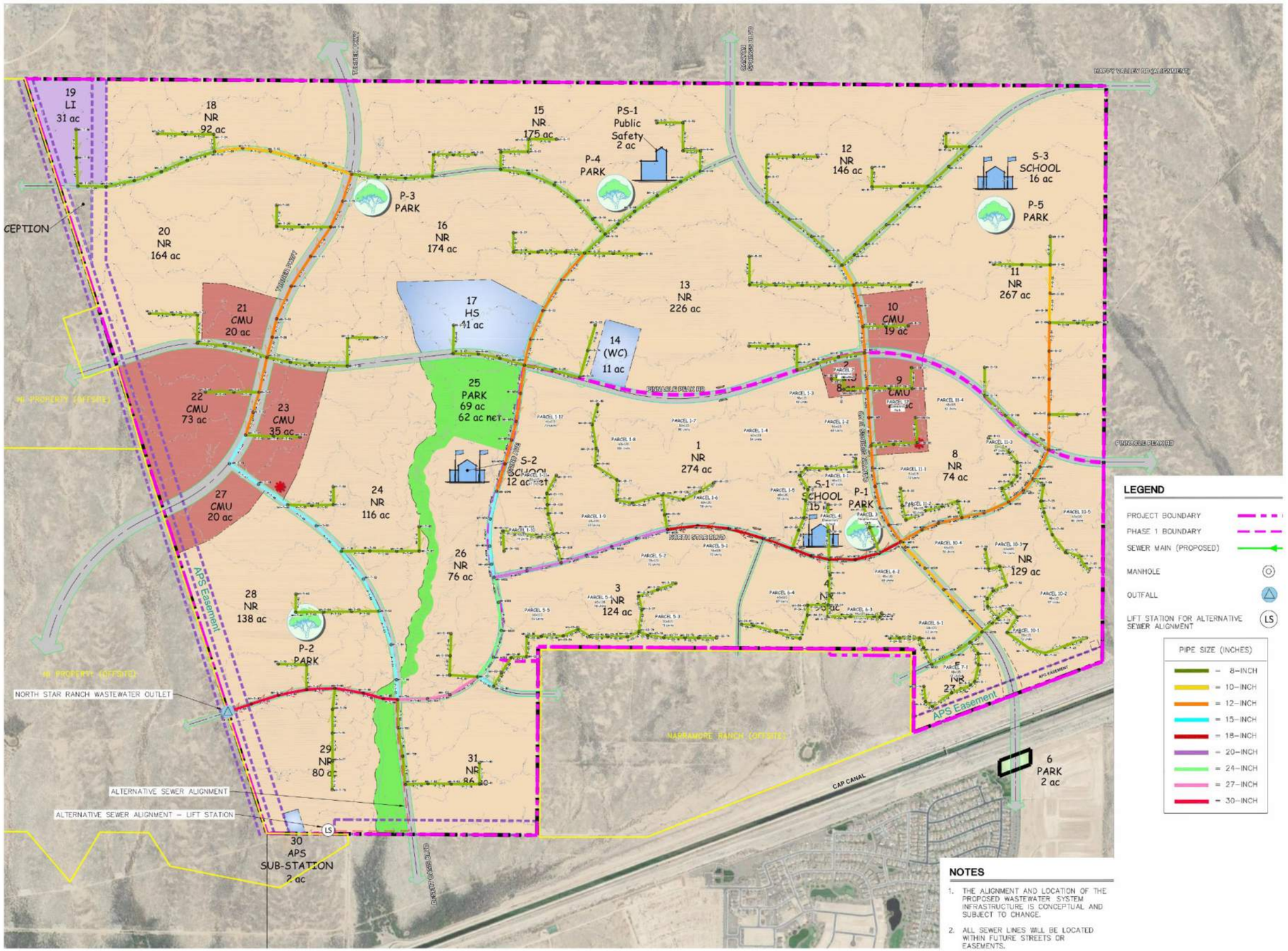
NORTH STAR RANCH

BUCKEYE, ARIZONA

COMMUNITY MASTER PLAN

Master Wastewater Plan

Figure 18



NOTES

1. THE ALIGNMENT AND LOCATION OF THE PROPOSED WASTEWATER SYSTEM INFRASTRUCTURE IS CONCEPTUAL AND SUBJECT TO CHANGE.
2. ALL SEWER LINES WILL BE LOCATED WITHIN FUTURE STREETS OR EASEMENTS.

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PROJECT NUMBER: 1048
MARCH 2022

U:\1000\1048\1048.06 - LKY Development\PLANNING\ENTITLEMENT\CMPA 3\3rd Submittal (11th)\FIGURES\1048-Figure-18-Master-Wastewater-Plan.dwg
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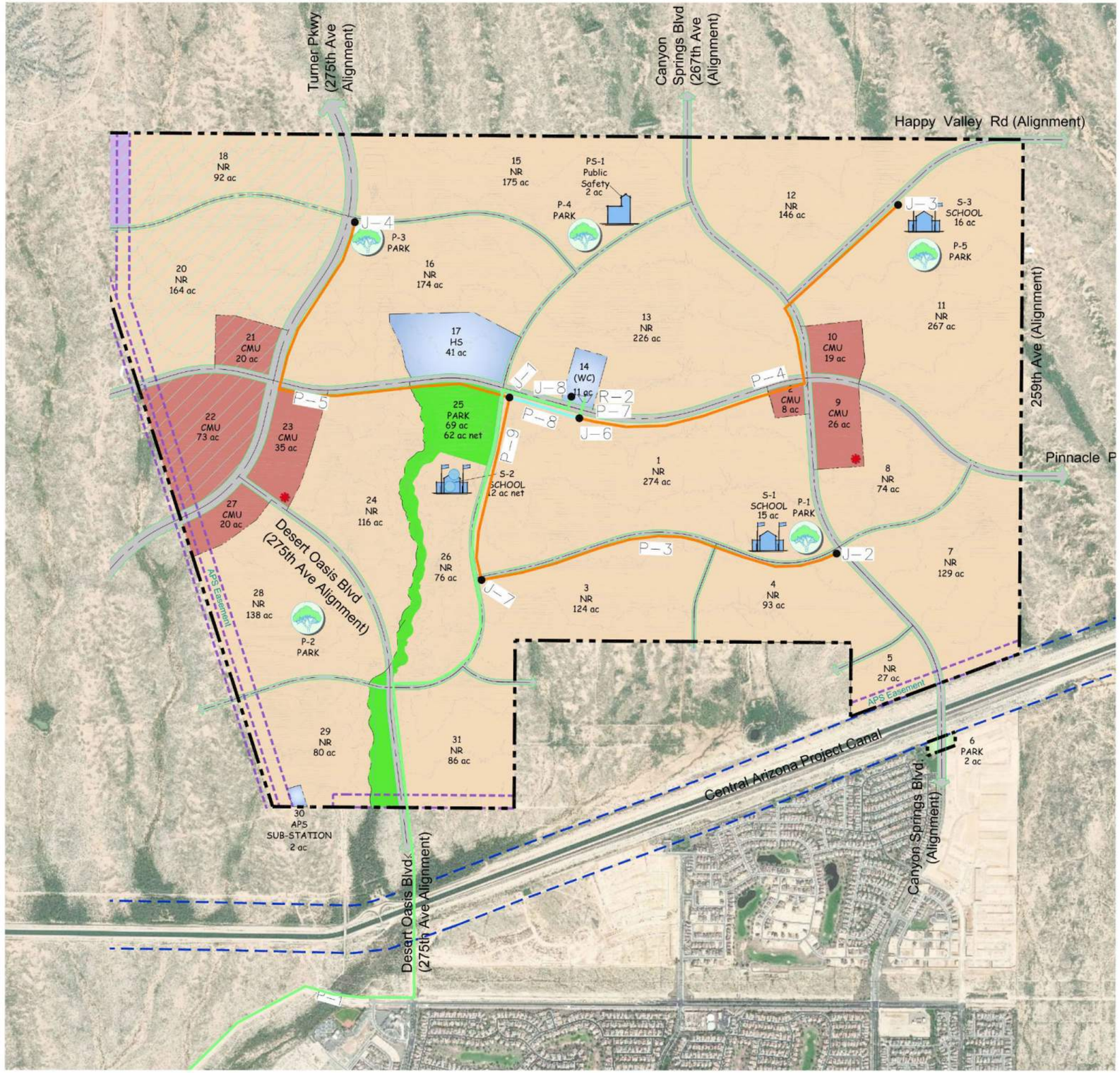
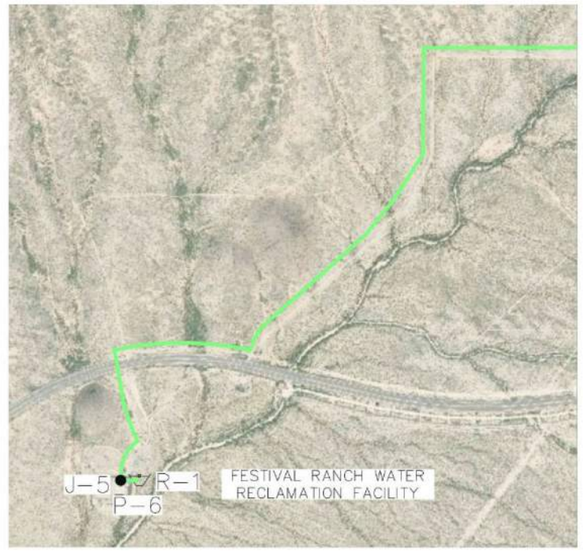
Master Reclaimed Water Plan

Figure 19





LEGEND

- PROJECT BOUNDARY
- PROPOSED RECLAIMED WATER MAIN
- RESERVOIR
- JUNCTION

Color Coding Legend
Pipe: Diameter (in)

- = 12.0
- = 16.0
- = 24.0

NOTE

RECLAIMED WATER MAIN SIZES AND ALIGNMENTS ARE CONCEPTUAL AND MAY BE REFINED DURING FINAL DESIGN OF THE RECHARGE AND IRRIGATION FACILITIES.

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MARCH 2022

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APPENDICES

APPENDIX A

DIMENSIONAL STANDARD COMPARISONS

NR Dimensional Standards					
District		SF-10 (Per City Development Code Section 4.1.1)	North Star Ranch SF-10 Standards	SF-6 (Per City Development Code Section 4.1.1)	North Star Ranch SF-6 Standards
Density, maximum (du/gross acre)		-	-	-	-
Lot Dimensions, minimum	Lot Size (sq. ft.) [9]	10,000	**7,480**	6,000	**5,250**
	Lot Width (ft.) [1]	80	**68**	55	**50**
Setbacks, minimum [4]	Front (ft.)	21	**Front-loaded garage - 18 [4] Side-loaded garage - 10 Living - 10**	Front-loaded garage - 18 Side-loaded garage - 15 Living - 10	Front-loaded garage - 18 **[4] Side-loaded garage - 10** Living - 10
	Side (ft.) [2]	10	**5 w/13 aggregate**	5 w/ 15 aggregate	**5 w/ 10-13 aggregate [5]**
	Rear (ft.) [3]	25	25 **[3][6][7]**	20	20 **[3][6][7]**
Lot Coverage, maximum (%)		45	**N/A [8]**	50	**N/A [8]**
Building Height, maximum (ft.)		35	35	35	35

Notes:

[1] Lot width is measured at the front building line.

[2] An additional 5 feet of setback, **or an open space tract a minimum of 8' in width** , shall be required for all corner lots adjacent to public right-of-way.

[3] For accessory buildings, a 5-foot minimum setback.

[4] A minimum 20' distance is required from back of sidewalk to the face of garage.

[5] SF-6 lots less than 58' in width shall have side yard setbacks that total no less than 10' in width and SF-6 lots between 58' and 70' in width shall have side yard setbacks that total 13' in width.

[6] Rear yard setback can be reduced to 3' where garage is not accessed from public street but is accessed from an alley, courtyard, or shared drive.

[7] Patio covers may encroach to within 10' of rear property line.

[8] Maximum lot coverage does not apply and lot coverage will be controlled by the required yard setbacks.

[9] Lot depth may be reduced by 10' on cul-de-sac and knuckle lots.

NR Development Standards			
District		**C-1** (Per City Development Code Section 4.1.3)	**North Star Ranch C-1 Standards**
Lot Coverage, maximum (percent)		50	50
District Size, maximum (acres)		N/A	**8.0**
Setbacks, minimum	**Front (ft.)**	Adjacent to residential district - 15 All others - 0	**0** **All neighborhood commercial shall front arterial or collector streets**
	Side (ft.)	Adjacent to residential district - 30 All others - 10	Adjacent to residential district - 30 All others - 10
	Rear (ft.)	Adjacent to residential district - 30 All others - 0	Adjacent to residential district - 30 All others - 0
Building Height, maximum (feet)		30	30
Minimum Distance Between Buidings		-	Subject to Fire Code

CMU Development Standards							
District		**CMU** (Per City Development Code Section 4.1.2)	**North Star Ranch CMU Standards**	**C-1** (Per City Development Code Section 4.1.3)	**North Star Ranch C-1 Standards**	**C-2** (Per City Development Code Section 4.1.3)	**North Star Ranch C-2 Standards**
Residential Density, maximum (du/gross ac.)		15.0	**30/20 [3]**	-	-	-	-
Lot Size, minimum (sq. ft.)		Minimum district size: 5.0 acres	Minimum district size: 5.0 acres	-	-	-	-
Setbacks	**Front (ft.)**	0, building to be sited on property line	**0**	Adjacent to residential district - 15 All others - 0	**0** **All neighborhood commercial shall front arterial or collector streets**	Adjacent to residential district - 20 All others - 0	Adjacent to residential district - 20 All others - 0
	Side (ft.) [1]	-	**0/15 [1] [4]**	Adjacent to residential district - 30 All others - 10	Adjacent to residential district - 30 All others - 10	Adjacent to residential district - 50 All others - 10	Adjacent to residential district - 50 All others - 10
	Rear (ft.) [2]	-	**0/15 [2] [4]**	Adjacent to residential district - 30 All others - 0	Adjacent to residential district - 30 All others - 0	Adjacent to residential district - 50 All others - 0	Adjacent to residential district - 50 All others - 0
Lot Coverage, maximum (%)		90	90	50	50	60	60
Building Height, maximum (ft.)		90	90	30	30	50	50
Minimum Building Separation		-	**Subject to Fire Code requirements**	-	**Subject to Fire Code requirements**	-	**Subject to Fire Code requirements**

Notes:

[1] Corner lots shall have a minimum 10-foot side setback on the street sides.

[2] If alleys are used in a development, there is a minimum 30' building face to building face separation across the alley.

[3] 30 du/ac on parcels less than 15 acres, 20 du/ac on parcels 15 acres or greater, with a target density of 7 du/ac.

[4] Additonal 15' setback for commercial, retail, office, multifamily type uses when adjacent to single-family residential uses within the NR district.

LI Development Standards			
District		**L-1** (Per City Development Code Section 4.1.3)	**North Star Ranch L-1 Standards**
Lot Coverage, maximum (%)		80	80
Setbacks, minimum	**Front (ft.)**	Adjacent to arterial - 40 All others - 20	Adjacent to arterial - 40 All others - 20
	Side (ft.)	Adjacent to residential district - 75 Adjacent to rail ROW - 0 All others - 20	Adjacent to residential district - 75 Adjacent to rail ROW - 0 All others - 20
	Rear (ft.)	Adjacent to residential district - 75 Adjacent to rail ROW - 0 All others - 20	Adjacent to residential district - 75 Adjacent to rail ROW - 0 All others - 20
Building Height, maximum (ft.)		55 at setback; increase 1 ft for every 3 ft in additional setback to a max of 120	55 at setback; increase 1 ft for every 3 ft in additional setback to a max of 120
Minimum Building separation		-	**Subject to Fire Code requirements**

Solar Overlay Development Standards			
District		**Solar** (Per City Development Code Section 3.2.2.J)	**North Star Ranch Solar Standards**
Lot Coverage, maximum (%) [1]		30	30
Lot Size, minimum (ac.)		150	**50**
Setbacks, minimum	**Front (ft.)**	Adjacent to arterial - 50 All others - 20	Adjacent to arterial - 50 All others - 20
	Side (ft.)	Adjacent to residential district - 100 Adjacent to rail ROW - 0 All others - 20	Adjacent to residential district - 100 Adjacent to rail ROW - 0 All others - 20
	Rear (ft.)	Adjacent to residential district - 100 Adjacent to rail ROW - 0 All others - 20	Adjacent to residential district - 100 Adjacent to rail ROW - 0 All others - 20
Building Height, maximum (ft.) [2]		55 at setback; increase 1 ft for every 3 ft in additional setback to a max of 120	55 at setback; increase 1 ft for every 3 ft in additional setback to a max of 120
Minimum Building separation		-	**Subject to Fire Code requirements**

Note:

[1] Free-standing, ground-mounted solar devices shall not count toward the lot coverage requirements.

[2] Thermal towers may be up to 200 feet in height provided that the tower is centrally located on the property and maintains a safe fall-zone equal to or greater than the height of the tower. Additional building height for structures that are clearly incidental and/or accessory to the generation of power or the collecting of solar may be approved through the issuance of a Conditional Use Permit.

APPENDIX B

MASTER DRAINAGE REPORT

The Master Drainage Report is submitted to the City of Buckeye under separate cover and is incorporated into the North Star Ranch Community Master Plan by reference.

APPENDIX C

TRAFFIC IMPACT ANALYSIS

The Traffic Impact Analysis is submitted to the City of Buckeye under separate cover and is incorporated into the North Star Ranch Community Master Plan by reference.

APPENDIX D

MASTER POTABLE WATER REPORT

The Master Potable Water Report is submitted to the City of Buckeye under separate cover and is incorporated into the North Star Ranch Community Master Plan by reference.

APPENDIX E

MASTER WASTEWATER REPORT

The Master Wastewater Report is submitted to the City of Buckeye under separate cover and is incorporated into the North Star Ranch Community Master Plan by reference.

APPENDIX F

MASTER RECLAIMED WATER REPORT

The Master Reclaimed Water Report is submitted to the City of Buckeye under separate cover and is incorporated into the North Star Ranch Community Master Plan by reference.

APPENDIX G

ALTA LAND TITLE SURVEY

A.L.T.A./N.S.P.S. LAND TITLE SURVEY

OF

PORTIONS OF SECTIONS 10, 13, 14 & 15, AND ALL OF SECTIONS 11 & 12, ALL LYING WITHIN TOWNSHIP 4 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

TITLE REFERENCE

THIS SURVEY IS BASED UPON THE SEVENTH AMENDED TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 4415TAZ, DATED JULY 9, 2019.

HILGARTWILSON, LLC HAS RELIED SOLELY UPON THE INFORMATION CONTAINED WITHIN THE TITLE COMMITMENT AND SCHEDULE B DOCUMENTS PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS LISTED HEREON. HILGARTWILSON, LLC AND BRIAN J. BENEDICT (RLS) MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE SUBJECT REPORT.

LEGAL DESCRIPTION

PARCEL NO. 1:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE G.L.O. BRASS CAP MARKING THE SOUTHEAST CORNER OF SAID SECTION 13, FROM WHICH THE G.L.O. BRASS CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 13 BEARS NORTH 00°24'51" EAST, A DISTANCE OF 2,642.18 FEET;

THENCE NORTH 00°24'51" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 1,633.09 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL AND ON THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN INSTRUMENT NO. 2004-0549490, MARICOPA COUNTY RECORDS;

THENCE ALONG THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN INSTRUMENT NO. 2004-0549490, MARICOPA COUNTY RECORDS, THE FOLLOWING COURSES:

THENCE SOUTH 69°27'38" WEST, DEPARTING SAID EAST LINE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,067.33 FEET TO THE TRUE **POINT OF BEGINNING;**

THENCE SOUTH 00°00'00" EAST, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 213.58 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 200.00 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY RIGHT OF WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL;

THENCE SOUTH 69°27'38" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 464.53 FEET;

THENCE NORTH 00°00'00" EAST, DEPARTING SAID PARALLEL LINE, A DISTANCE OF 213.58 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL;

THENCE NORTH 69°27'38" EAST, DEPARTING SAID NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN INSTRUMENT NO. 2004-0549490, MARICOPA COUNTY RECORDS, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 464.53 FEET TO THE TRUE **POINT OF BEGINNING.**

PARCEL NO. 2:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO AN UNRECORDED ALTA SURVEY OF "SUN VALLEY" PREPARED BY RANDY DELBRIDGE SURVEYING SERVICES, INC., DATED MARCH 15, 1995, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 14, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION BEARS NORTH 00°01'28" WEST, A DISTANCE OF 2642.08 FEET;

THENCE NORTH 00°01'28" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14, A DISTANCE OF 1321.04 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14;

THENCE DEPARTING SAID WEST LINE NORTH 89°57'26" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14, A DISTANCE OF 1321.95 FEET;

THENCE DEPARTING SAID NORTH LINE NORTH 00°02'37" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14, A DISTANCE OF 1321.54 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14;

THENCE DEPARTING SAID WEST LINE NORTH 89°55'51" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 1321.22 FEET TO THE CENTER OF SAID SECTION 14;

THENCE DEPARTING SAID NORTH LINE SOUTH 00°04'31" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14, A DISTANCE OF 2644.29 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 14;

THENCE DEPARTING SAID EAST LINE SOUTH 89°58'52" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14, A DISTANCE OF 2645.08 FEET TO THE **POINT OF BEGINNING.**

LEGAL DESCRIPTION (CONTINUED)

PARCEL NO. 3:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO AN UNRECORDED ALTA SURVEY OF "SUN VALLEY", PREPARED BY RANDY DELBRIDGE SURVEYING SERVICES, INC., DATED MARCH 15, 1995, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 14 BEARS NORTH 00°02'58" WEST, A DISTANCE OF 2639.86 FEET;

THENCE SOUTH 89°56'00" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2636.60 FEET TO THE CENTER OF SAID SECTION 14;

THENCE DEPARTING SAID SOUTH LINE NORTH 00°04'31" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1322.11 FEET;

THENCE DEPARTING SAID WEST LINE NORTH 89°58'50" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER, A DISTANCE OF 2637.20 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER;

THENCE DEPARTING SAID NORTH LINE SOUTH 00°02'58" EAST ALONG SAID EAST LINE, A DISTANCE OF 1319.93 FEET TO THE **POINT OF BEGINNING.**

PARCEL NO. 4:

A PORTION OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO AN UNRECORDED ALTA SURVEY OF "SUN VALLEY", PREPARED BY RANDY DELBRIDGE SURVEYING SERVICES, INC., DATED MARCH 15, 1995, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 13, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 13 BEARS SOUTH 00°00'21" WEST, A DISTANCE OF 2643.32 FEET;

THENCE NORTH 00°02'58" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 2639.86 FEET TO THE NORTHWEST CORNER OF SAID SECTION 13;

THENCE DEPARTING SAID WEST LINE NORTH 89°59'32" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 2641.53 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 13;

THENCE NORTH 89°58'40" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 2643.54 FEET TO THE NORTHEAST CORNER OF SAID SECTION 13;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00°01'05" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2641.28 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 13;

THENCE SOUTH 00°00'21" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 153.08 FEET TO THE NORTHERLY LINE OF THE CENTRAL ARIZONA PROJECT;

THENCE DEPARTING SAID EAST LINE, SOUTH 69°03'47" WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 2828.78 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER:

THENCE DEPARTING SAID NORTHERLY LINE, NORTH 00°00'37" WEST ALONG SAID WEST LINE, A DISTANCE OF 1163.92 FEET TO THE CENTER OF SAID SECTION 13;

THENCE DEPARTING SAID WEST LINE, NORTH 89°59'58" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 2639.73 FEET TO THE **POINT OF BEGINNING.**

PARCEL NO. 5:

ALL OF SECTION 10; ALL OF SECTION 11; ALL OF SECTION 12; THE NORTH HALF OF THE NORTH HALF; THE SOUTH HALF OF THE NORTHWEST QUARTER; THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER IN SECTION 14; ALL OF SECTION 15; ALL IN TOWNSHIP 4 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THAT PORTION OF SAID SECTIONS 10 AND 15 LYING WESTERLY OF THE CENTERLINE OF THE TRANSMISSION LINE RIGHT-OF-WAY AS DESCRIBED IN INSTRUMENT RECORDED AS 93-411440 OF OFFICIAL RECORDS; AND

EXCEPT ALL MINERALS, OIL, GAS AND GEOTHERMAL RESOURCES AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT TO SAID LAND RECORDED AS 85-411086 OF OFFICIAL RECORDS; AND

EXCEPT THAT PORTION CONVEYED IN SPECIAL WARRANTY DEED TO ARIZONA PUBLIC SERVICE COMPANY, AN ARIZONA CORPORATION, RECORDED AS 2009-1197109, DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION (CONTINUED)

A PORTION OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 10, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION BEARS SOUTH 89 DEGREES 40 MINUTES 35 SECONDS EAST, A DISTANCE OF 2638.50 FEET;

THENCE ALONG THE NORTH LINE OF SAID SECTION SOUTH 89 DEGREES 40 MINUTES 35 SECONDS EAST, A DISTANCE OF 1607.19 FEET;

THENCE LEAVING SAID NORTH LINE SOUTH 00 DEGREES 21 MINUTES 00 SECONDS WEST, A DISTANCE OF 1535.54 FEET TO THE TRUE **POINT OF BEGINNING** OF SUBSTATION PROPERTY;

THENCE CONTINUING SOUTH 00 DEGREES 21 MINUTES 00 SECONDS WEST, A DISTANCE OF 1014.35 FEET TO A POINT ON THE EAST LINE OF AN EXISTING WESTERN AREA POWER ADMINISTRATION (WAPA) TRANSMISSION RIGHT OF WAY RECORDED AS DOCUMENT NO. 93-411440 OF OFFICIAL RECORDS IN MARICOPA COUNTY, ARIZONA;

THENCE NORTH 17 DEGREES 45 MINUTES 42 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1067.23 FEET;

THENCE LEAVING SAID EAST LINE SOUTH 89 DEGREES 39 MINUTES 00 SECONDS EAST, A DISTANCE OF 331.77 FEET TO THE **POINT OF BEGINNING;** AND.

PARCEL NO. 6:

A NON-EXCLUSIVE ACCESS EASEMENT AS SET FORTH IN INSTRUMENT RECORDED MAY 18, 2004 IN 2004-0549493 OF OFFICIAL RECORDS.

FLOOD ZONE DESIGNATION

A PORTION OF THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE "X" WITH A DEFINITION OF: 0.2-PERCENT-ANNUAL-CHANCE FLOODPLAIN, AREAS OF 1-PERCENT-ANNUAL-CHANCE (BASE FLOOD) SHEET FLOW FLOODING WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, AREAS OF BASE FLOOD STREAM FLOODING WITH A CONTRIBUTING DRAINAGE AREA OF LESS THAN 1 SQUARE MILE, OR AREAS PROTECTED FROM THE BASE FLOOD BY LEVEES. NO BFES OR DEPTHS ARE SHOWN IN THIS ZONE, AND INSURANCE PURCHASE IS NOT REQUIRED. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAPS 04013C1160L, 04013C1170L & 04013C1190L, PANEL NUMBERS 1160, 1170 & 1190 OF 4425, EFFECTIVE DATE OCTOBER 16, 2013, AND FEMA FLOOD ZONE MAP 04013C1180M, PANEL NUMBER 1180 OF 4425, EFFECTIVE DATE NOVEMBER 04, 2015.

A PORTION OF THE SUBJECT PROPERTY LIES WITHIN ZONE "AE" WITH A DEFINITION OF: 1-PERCENT-ANNUAL-CHANCE FLOODPLAINS THAT ARE DETERMINED FOR THE FIS BY DETAILED METHODS OF ANALYSIS. IN MOST INSTANCES, BFES DERIVED FROM THE DETAILED HYDRAULIC ANALYSES ARE SHOWN AT SELECTED INTERVALS IN THIS ZONE. MANDATORY FLOOD INSURANCE PURCHASE REQUIREMENTS APPLY. AE ZONES ARE AREAS OF INUNDATION BY THE 1-PERCENT-ANNUAL-CHANCE FLOOD, INCLUDING AREAS WITH THE 2-PERCENT WAVE RUNUP, ELEVATION LESS THAN 3.0 FEET ABOVE THE GROUND, AND AREAS WITH WAVE HEIGHTS LESS THAN 3.0 FEET. THESE AREAS ARE SUBDIVIDED INTO ELEVATION ZONES WITH BFES ASSIGNED. THE AE ZONE WILL GENERALLY EXTEND INLAND TO THE LIMIT OF THE 1-PERCENT-ANNUAL-CHANCE STILLWATER FLOOD LEVEL (SWEL). DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAPS 04013C1160L, 04013C1170L & 04013C1190L, PANEL NUMBERS 1160, 1170 & 1190 OF 4425, EFFECTIVE DATE OCTOBER 16, 2013, AND FEMA FLOOD ZONE MAP 04013C1180M, PANEL NUMBER 1180 OF 4425, EFFECTIVE DATE NOVEMBER 04, 2015.

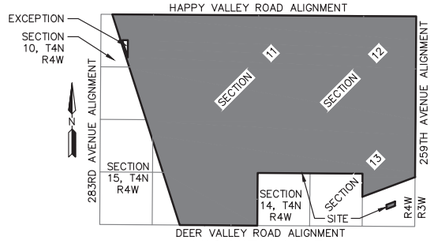
A PORTION OF THE SUBJECT PROPERTY LIES WITHIN ZONE "AH" WITH A DEFINITION OF: 1-PERCENT-ANNUAL-CHANCE SHALLOW FLOODING WITH A CONSTANT WATER-SURFACE ELEVATION (USUALLY AREAS OF PONDING) WHERE AVERAGE DEPTHS ARE BETWEEN 1 AND 3 FEET. BFES DERIVED FROM DETAILED HYDRAULIC ANALYSES ARE SHOWN AT SELECTED INTERVALS WITHIN THIS ZONE. MANDATORY FLOOD INSURANCE PURCHASE REQUIREMENTS APPLY. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAPS 04013C1160L, 04013C1170L & 04013C1190L, PANEL NUMBERS 1160, 1170 & 1190 OF 4425, EFFECTIVE DATE OCTOBER 16, 2013, AND FEMA FLOOD ZONE MAP 04013C1180M, PANEL NUMBER 1180 OF 4425, EFFECTIVE DATE NOVEMBER 04, 2015.

REFERENCE DOCUMENTS

1. AMENDED PLSS SUBDIVISION RECORD OF SURVEY AS RECORDED IN BOOK 597 OF MAPS, PAGE 20, RECORDS OF MARICOPA COUNTY, ARIZONA.

2. BLM CORRECTIVE DEPENDENT RESURVEY AND CORRECTIVE METES-AND-BOUNDS SURVEY IN SECTION 13 AND THE NORTH HALF OF SECTION 24 OFFICIALLY FILED JANUARY 29, 1989.

3. G.L.O. PLAT OF TOWNSHIP 4 NORTH, RANGE 4 WEST OFFICIALLY FILED 6-16-1919.



VICINITY MAP

NOT TO SCALE

OWNER/CLIENT

SPURLOCK LAND LLC
P.O. BOX 1877
GILBERT, ARIZONA 85299

SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
CONTACT: BRIAN J. BENEDICT, RLS

BASIS OF BEARING

BASIS OF BEARING IS N38°34'41"E BETWEEN NATIONAL GEODETIC SURVEY MONUMENTS 4HH2 AND 4IG2.

NOTES

1. AREA IS 122,754,337 SQ. FT. OR 2,818.0518 ACRES.
2. THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES. THE SURVEYOR MAKES NO GUARANTEE THAT ALL OF THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION PROVIDED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED UNDERGROUND UTILITIES. (TABLE A, ITEM #11 & #21 IN REFERENCE TO VISIBLE SURFACE UTILITIES)
3. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF SURVEY AND ALL PARTIES LISTED IN THE SURVEYORS CERTIFICATION. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS WITHOUT WRITTEN PERMISSION OF THE SURVEYOR.
4. THIS SURVEY IS VALID ONLY WHEN BEARING SEAL AND SIGNATURE OF SURVEYOR.
5. THIS SURVEY IS BASED ON FIELD WORK LAST PERFORMED BY HILGARTWILSON, LLC IN FEBRUARY, 2019. SITE CONDITIONS THAT MAY HAVE CHANGED SUBSEQUENT TO FIELD WORK WILL NOT BE REFLECTED HEREON.
6. THE INTENT OF THIS SURVEY IS NOT TO CREATE AN ILLEGAL LAND SPLIT PER THE APPLICABLE ARIZONA LAW AND/OR STATUTES.
7. THE POTENTIAL BUYER(S) OF THIS SITE IS HEREBY ADVISED THAT THIS SITE MAY BE SUBJECT TO ARIZONA PLATTING LAWS PRIOR TO THE DEVELOPMENT OF THIS SITE.
8. KNOWN SITE ADDRESS IS 24216 N. 264TH AVENUE, BUCKEYE ARIZONA, 85396. (TABLE A, ITEM #2)
9. THE SUBJECT SITE HAS 0 REGULAR PARKING STALLS & 0 HANDICAPPED STALLS (TABLE A, ITEM #9)
10. THIS SURVEY IS LIMITED TO SURFACE AND ABOVE SURFACE OBSERVATIONS OF EXISTING UTILITIES. NO UNDERGROUND UTILITY INFORMATION IS SHOWN HEREON. (TABLE A, ITEM #11)
11. THERE IS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. (TABLE A, ITEM #16)
12. CANYON SPRINGS BOULEVARD IS A DEDICATED RIGHT OF WAY THAT PROVIDES ACCESS BETWEEN SUN VALLEY PARKWAY AND PARCEL NO. 1. THE ALIGNMENT OF CANYON SPRINGS BOULEVARD IS ALONG, OR NEARLY ALONG THE ALIGNMENT OF PARCEL NO. 6.

SURVEYOR'S CERTIFICATION:

TO:
1. LKY DEVELOPMENT COMPANY, INC., AN ARIZONA CORPORATION
2. SPURLOCK LAND, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
3. FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR A.L.T.A./N.S.P.S. LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 9, 11, AND 16 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED IN FEBRUARY, 2019.

BRIAN J. BENEDICT
RLS# 32222
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
bbenedict@hilgartwilson.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J.
BENEDICT
Date Signed 8/2/19
ARIZONA U.S.A.

NOTE:
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

REV.:

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250 | P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016 www.hilgartwilson.com

SPURLOCK RANCH
TOWNSHIP 4 NORTH, RANGE 4 WEST
BUCKEYE, ARIZONA

A.L.T.A./N.S.P.S. LAND TITLE SURVEY

HILGARTWILSON
PROJ NO.: 1048
DATE: AUGUST 2019
SCALE: AS SHOWN
DRAWN: JDL
DESIGNED: HW
APPROVED: BJB

DWG. NO.
SV-1

SHT. 1 OF 6

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1504

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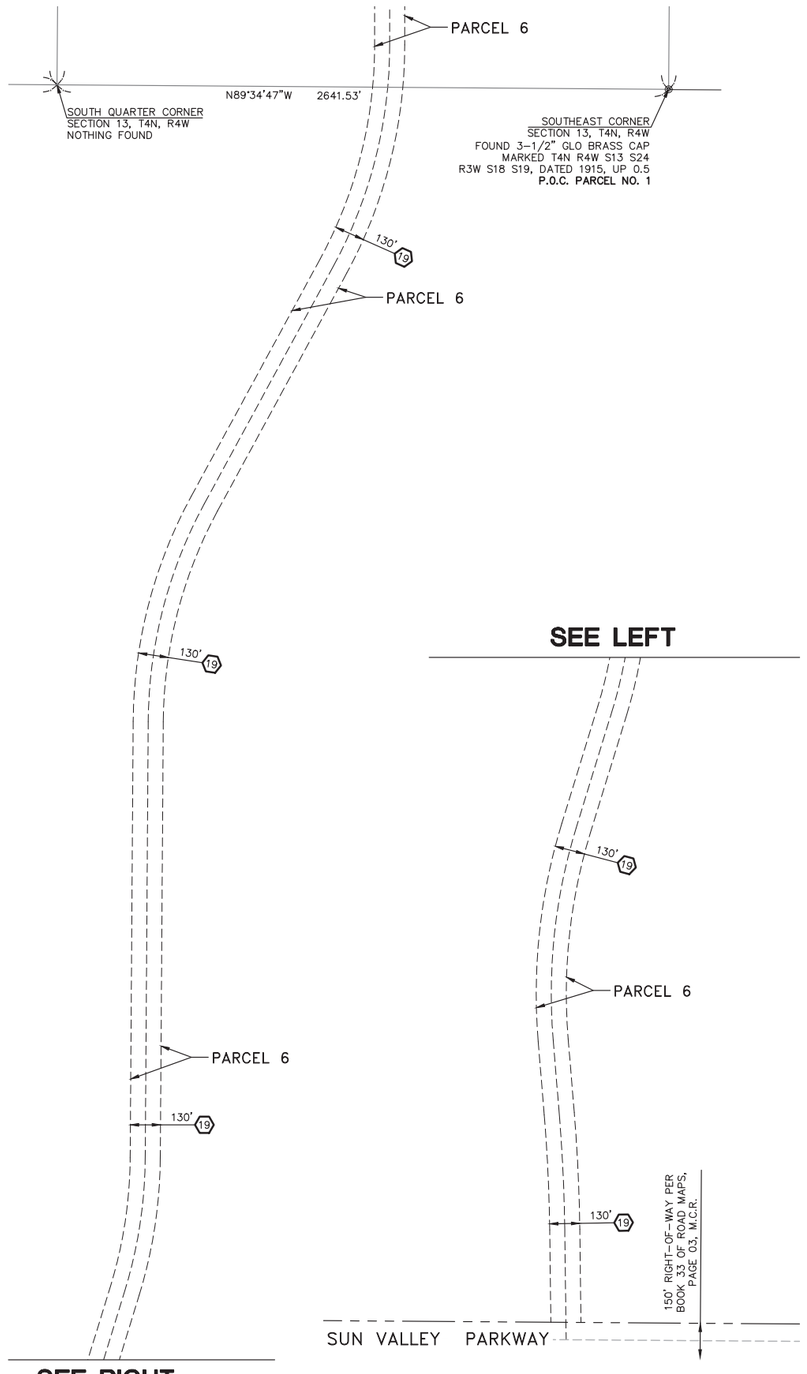
SCHEDULE "B" - EXCEPTIONS (#) (FILE NO. NCS-918342B-PHX1)

8. TAXES FOR THE FULL YEAR OF 2019. (THE FIRST HALF IS DUE OCTOBER 1, 2019 AND IS DELINQUENT NOVEMBER 1, 2019. THE SECOND HALF IS DUE MARCH 1, 2020 AND IS DELINQUENT MAY 1, 2020).
9. RESERVATIONS OR EXCEPTIONS IN PATENTS, OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF.
10. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
11. THE RIGHT TO ENTER UPON THE LAND AND PROSPECT FOR, MINE AND REMOVE ALL COAL, OIL, GAS, MINERALS AND GEOTHERMAL RESOURCES, AS RESERVED BY INSTRUMENT RECORDED AS 85-411086, OF OFFICIAL RECORDS AND RECORDED AS 85-411087, OF OFFICIAL RECORDS. **(NOT SHOWN - BLANKET IN NATURE - COVERS A PORTION OF THE SITE)**
12. AN EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES RECORDED AS 86-116761, OF OFFICIAL RECORDS. **(NOT SHOWN - BLANKET IN NATURE - COVERS THE ENTIRE SITE)**
13. AN EASEMENT FOR UTILITIES AND INCIDENTAL PURPOSES RECORDED AS 87-194163, OF OFFICIAL RECORDS. **(SHOWN)**
(AFFECTS PARCEL NO. 5)
14. AN EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES RECORDED AS 90-391236, OF OFFICIAL RECORDS AND RECORDED AS 90-391237, OF OFFICIAL RECORDS. **(SHOWN)**
(AFFECTS PARCEL NO. 5)
15. AN EASEMENT FOR TRANSMISSION LINE AND INCIDENTAL PURPOSES RECORDED AS 93-0411440, OF OFFICIAL RECORDS AND LICENSE RECORDED AS 98-0893724, OF OFFICIAL RECORDS. **(SHOWN)**
(AFFECTS PARCEL NO. 5)
16. THE EFFECT OF CONVEYANCE OF ALL MINERAL RIGHTS AS SET FORTH IN QUIT CLAIM DEED RECORDED AS 96-0665145, OF OFFICIAL RECORDS. **(NOT SHOWN - BLANKET IN NATURE - COVERS A PORTION OF THE SITE)**
(AFFECTS PARCEL NO. 5)
17. THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED DEVELOPMENT AGREEMENT RECORDED AS 2000-0787937, OF OFFICIAL RECORDS AND RE-RECORDED AS 2015-0719548, OF OFFICIAL RECORDS; FIRST AMENDMENT RECORDED AS 2006-0227389, OF OFFICIAL RECORDS; SECOND AMENDMENT RECORDED AS 2006-1574387, OF OFFICIAL RECORDS AND THIRD AMENDMENT RECORDED AS 2008-0938245, OF OFFICIAL RECORDS. **(NOT SHOWN - NOTHING PLOTTABLE)**
(AFFECTS PARCEL NOS. 1 THROUGH 4)
18. THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED MEMORANDUM OF AGREEMENT RECORDED AS 2000-0789037, OF OFFICIAL RECORDS; AMENDMENT RECORDED AS 2005-1008296, OF OFFICIAL RECORDS; SECOND AMENDMENT RECORDED AS 2006-0871515, OF OFFICIAL RECORDS AND RECORDED AS 2006-0871943, OF OFFICIAL RECORDS. **(NOT SHOWN - NOTHING PLOTTABLE)**
(AFFECTS PARCEL NO. 5)
19. THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED EASEMENT AGREEMENT AND AGREEMENT TO DEDICATE RECORDED AS 2004-0549493, OF OFFICIAL RECORDS. **(SHOWN)**
(AFFECTS PARCEL NOS. 1 THROUGH 4)
20. COVENANTS, CONDITIONS, RESTRICTIONS, LIABILITIES AND OBLIGATIONS IN THE DOCUMENT RECORDED AS 2004-0549494, OF OFFICIAL RECORDS, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES. **(NOT SHOWN - NOTHING PLOTTABLE)**
(AFFECTS PARCEL NOS. 1 THROUGH 4)
21. THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED SPURLOCK RANCH DEVELOPMENT AGREEMENT RECORDED AS 2005-0392717, OF OFFICIAL RECORDS AND FIRST AMENDMENT RECORDED AS 2006-1575697, OF OFFICIAL RECORDS. **(NOT SHOWN - NOTHING PLOTTABLE)**
(AFFECTS PARCEL NO. 5)
22. THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED ORDINANCE NO. 16A-5 RECORDED AS 2005-0554278, OF OFFICIAL RECORDS. **(NOT SHOWN NOTHING PLOTTABLE)**
(AFFECTS PARCEL NO. 5)
23. THE EFFECT OF A MAP PURPORTING TO SHOW THE LAND RECORDED IN BOOK 788 OF MAPS, PAGE 1. **(SHOWN)**
(AFFECTS PARCEL NO. 2)
24. THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED AGREEMENT REGARDING WASTEWATER RECLAMATION FACILITY SITE AND ACCESS THERETO RECORDED AS 2005-1585712, OF OFFICIAL RECORDS AND FIRST AMENDMENT RECORDED AS 2009-0695167, OF OFFICIAL RECORDS. **(NOT SHOWN - NOTHING PLOTTABLE)**
25. AN UNRECORDED LEASE DATED FEBRUARY 1, 2007, EXECUTED BY SPURLOCK LAND, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS LESSOR AND BUCKEYE COMMUNICATIONS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS LESSEE, AS DISCLOSED BY A(N) MEMORANDUM OF TOWER SITE LEASE AGREEMENT RECORDED FEBRUARY 12, 2007 AS 2007-0174799, OF OFFICIAL RECORDS. A DOCUMENT DECLARING MODIFICATIONS OR AMENDMENTS OF THE LEASE WAS RECORDED APRIL 24, 2007 AS 2007-0475128, OF OFFICIAL RECORDS. THEREAFTER, PARTIAL TERMINATION OF MEMORANDUM OF LEASE RECORDED DECEMBER 31, 2009 AS 2009-1197112, OF OFFICIAL RECORDS. A DOCUMENT DECLARING MODIFICATIONS OR AMENDMENTS OF THE LEASE WAS RECORDED JULY 18, 2013 AS 2013-0655260, OF OFFICIAL RECORDS. THE LESSEE'S INTEREST IN THE LEASE HAS BEEN ASSIGNED TO TIFFANY RANCH, LLC, A KANSAS LIMITED LIABILITY COMPANY BY ASSIGNMENT RECORDED MARCH 15, 2019 AS 2019-0183065, OF OFFICIAL RECORDS. **(SHOWN)**
(AFFECTS SECTION 10 OF PARCEL NO. 5)
26. AN UNRECORDED LEASE DATED MARCH 23, 2007, EXECUTED BY SPURLOCK LAND, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS LESSOR AND BUCKEYE COMMUNICATIONS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS LESSEE, AS DISCLOSED BY A(N) MEMORANDUM OF TOWER SITE LEASE AGREEMENT RECORDED APRIL 2, 2007 AS 2007-0388565, OF OFFICIAL RECORDS. A DOCUMENT DECLARING MODIFICATIONS OR AMENDMENTS OF THE LEASE WAS RECORDED JULY 18, 2013 AS 2013-0655259, OF OFFICIAL RECORDS.
THE LESSEE'S INTEREST IN THE LEASE HAS BEEN ASSIGNED TO TIFFANY RANCH, LLC, A KANSAS LIMITED LIABILITY COMPANY BY ASSIGNMENT RECORDED MARCH 15, 2019 AS 2019-0183064 OF OFFICIAL RECORDS. **(SHOWN)**
(AFFECTS PARCEL NO. 4)
27. AN EASEMENT FOR RIGHT-OF-WAY AND INCIDENTAL PURPOSES RECORDED AS 2008-0808991, OF OFFICIAL RECORDS. **(SHOWN)**
(AFFECTS PARCEL NOS. 2 AND 4)
28. THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED MEMORANDUM OF JOINT DEVELOPMENT, COST SHARING AND ESCROW AGREEMENT RECORDED JULY 28, 2009 AS 2009-0695161, OF OFFICIAL RECORDS.**(NOT SHOWN - NOTHING PLOTTABLE)**
29. AN EASEMENT FOR RIGHT-OF-WAY AND INCIDENTAL PURPOSES RECORDED AS 2009-1197110, OF OFFICIAL RECORDS AND RE-RECORDED AS 2010-0021971, OF OFFICIAL RECORDS. **(SHOWN)**
(AFFECTS SECTIONS 10 AND 15 OF PARCEL NO. 5)
30. THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED RESOLUTION NO. 144.10 RECORDED JANUARY 10, 2011 AS 2011-0023843, OF OFFICIAL RECORDS. **(NOT SHOWN - NOTHING PLOTTABLE)**
31. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS THAT WOULD BE DISCLOSED BY A CORRECT ALTA/NSPS SURVEY.
32. ANY RIGHTS, INTEREST OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS.

SEE SHEET 6



LEGEND

○	FOUND MONUMENT AS NOTED
◎	FOUND BRASS CAP
Ⓦ	WELL
	TRANSMISSION TOWER
	UTILITY POLE
	SIGN
-x-	BARBWIRE FENCE
OHW	OVERHEAD WIRE
GLO	GOVERNMENT LAND OFFICE
RLS	REGISTERED LAND SURVEYOR
DOI	DEPARTMENT OF INTERIOR
BLM	BUREAU OF LAND MANAGEMENT
R/W	RIGHT OF WAY
PROP.	PROPERTY

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J.
BENEDICT
Date Signed 8/2/19
ARIZONA U.S.A.

REV.:

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250 |P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016
www.hilgartwilson.com

SPURLOCK RANCH

TOWNSHIP 4 NORTH, RANGE 4 WEST
BUCKEYE, ARIZONA

A.L.T.A./N.S.P.S. LAND TITLE SURVEY

HILGARTWILSON
PROJ NO.: 1048
DATE: AUGUST 2019
SCALE: NONE
DRAWN: JDL
DESIGNED: HW
APPROVED: BJB

DWG. NO.
SV-2
SHT. 2 OF 6

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NORTHWEST CORNER
SECTION 10, T4N, R4W
FOUND 2-1/2" GLO BRASS CAP
MARKED T4N R4W S3 S4 S9 S10
DATED 1916, UP 1.2', P.O.C. OF
PARCEL 2 EXCEPTION OF
FILE NO. NCS-918342B-PHX1

NOT A PART OF THIS SURVEY

NORTH QUARTER CORNER
SECTION 10, T4N, R4W
FOUND 2-1/2" GLO BRASS CAP
ON PIPE LEANING ± TOWARDS
WEST/NORTHWEST, MARKED
1/4 S3 S10, DATED 1916, UP 1.65'

NOT A PART OF THIS SURVEY

COMMON CORNER
SECTIONS 10 & 11, T4N, R4W
FOUND 2-1/2" GLO BRASS CAP
MARKED T4N R4W S2 S3 S10 S11
DATED 1916, UP 1.0'

NOT A PART OF THIS SURVEY

NORTH QUARTER CORNER
SECTION 11, T4N, R4W
FOUND 2-1/2" GLO BRASS CAP
MARKED 1/4 S2 S11, DATED 1916
UP 1.0'

FOUND 3/4" STAINLESS
STEEL ROD IN HAND HOLE
DATED 1999, (NGS 4IG2)

S89°40'31"E 2638.45'
S89°40'31"E 1970.94'
667.51'
939.65'
FENCE W/ GATE CROSSES PROP. LINE 0.4' SOUTH OF PROP. CORNER
DIRT ROAD
FOUND 1/2" REBAR W/ CAP, RLS 26054
FENCE IS 2.0' SOUTH OF THE PROP. LINE
FENCE IS 1.6' SOUTH OF THE PROP. LINE
S89°34'28"E 2642.40'
DIRT ROAD
FENCE IS 0.6' SOUTH OF THE PROP. LINE
FENCE IS 1.4' SOUTH OF THE PROP. LINE
S89°35'52"E 2640.04'
DIRT ROAD
FENCE IS 0.7' SOUTH OF THE PROP. LINE

N00°21'47"E 2639.16'
BM3 HOLDINGS LLC
APN 503-84-013-U
OHW
DIRT ROAD
100' 15
S00°21'04"W 1534.96'
PARCEL 5
200' 29
P.O.B. OF PARCEL NO. 5 EXCEPTION
S89°38'56"E 331.99'
EXCEPTION
ARIZONA PUBLIC SERVICE COMPANY
APN 503-84-013-V
N17°46'42"W 1066.94'
S00°21'04"W 1013.97'
100'
DIRT ROAD
DIRT ROAD
N00°23'18"E 2642.70'
PARCEL 5
N00°24'17"E 2641.60'
DIRT ROAD
14 25'
14 25'
13 50'
N00°24'13"E 2640.48'
PARCEL 5
300 150 0 300 600
SCALE FEET
N

279TH AVENUE ALIGNMENT

WEST QUARTER CORNER
SECTION 10, T4N, R4W
FOUND 2-1/2" GLO BRASS CAP
MARKED 1/4 S9 S10
DATED 1916, UP 1.2'

S89°35'54"E 2637.28'
S89°35'54"E 2641.66'
COMMON QUARTER CORNER
SECTIONS 10 & 11, T4N, R4W
FOUND 2-1/2" GLO BRASS CAP
MARKED 1/4 S10 S11
DATED 1916, UP 1.45'
(BASIS OF BEARING) S36°34'41"W 17843.02' 8911.69
S89°37'19"E 2640.09'
FOUND 1/2" REBAR NO TAGS
FOUND 1/2" REBAR NO TAGS
FOUND 1/2" REBAR W/ CAP RLS 26409
FOUND 1/2" REBAR W/ CAP RLS 26409

SECTION 10
SECTION 11

N00°24'10"E 2641.81'
BM3 HOLDINGS LLC
APN 503-84-013-U
N17°46'42"W 5560.82'
OHW
PARCEL 5
N00°23'18"E 2643.31'
DIRT ROAD
DIRT ROAD
N00°24'02"E 2641.13'
DIRT ROAD
PARCEL 5
N00°24'13"E 2638.10'
PARCEL 5
200' 29
100' 25
100' 15
100' 15
13 50'
DIRT ROAD
DIRT ROAD
DIRT ROAD
DIRT ROAD

S89°33'57"E 2637.93'
2400.75'
237.18'
S89°38'44"E 2641.10'
S89°41'16"E 2639.96'
COMMON CORNER
SECTIONS 10 & 15, T4N, R4W
FOUND 2-1/2" GLO BRASS CAP
T4N R4W S9 S10 S15 S16
DATED 1916, UP 1.1'
COMMON QUARTER CORNER
SECTIONS 10 & 15, T4N, R4W
FOUND 2-1/2" GLO BRASS CAP
MARKED 1/4 S10 S15
DATED 1916, UP 1.2'
COMMON CORNER
SECTIONS 10, 11, 14 & 15,
T4N, R4W, FOUND 2-1/2" GLO
BRASS CAP, MARKED T4N R4W
S10 S11 S14 S15, DATED 1916
UP 1.5'
COMMON QUARTER CORNER
SECTIONS 11 & 14, T4N, R4W
FOUND 2-1/2" GLO BRASS CAP
MARKED 1/4 S11 S14
DATED 1916, UP 1.15'

SEE SHEET 4

SEE SHEET 5

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J.
BENEDICT
8/2/19
Date Signed
ARIZONA U.S.A.

REV.:

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www.hilgartwilson.com

SPURLOCK RANCH
TOWNSHIP 4 NORTH, RANGE 4 WEST
BUCKEYE, ARIZONA

A.L.T.A./N.S.P.S. LAND TITLE SURVEY

HILGARTWILSON
PROJ NO.: 1048
DATE: AUGUST 2019
SCALE: AS SHOWN
DRAWN: JDL
DESIGNED: HW
APPROVED: BJB
DWG. NO.
SV-3
SHT. 3 OF 6

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SEE SHEET 3

FOUND 3/4" STAINLESS STEEL ROD IN HAND HOLE DATED 1999, (NGS 4IG2)

NORTH QUARTER CORNER
SECTION 11, T4N, R4W
FOUND 2-1/2" GLO BRASS CAP, MARKED 1/4 S2 S11, DATED 1916, UP 1.0'

5819.76'

(BASIS OF BEARING) S38°34'41"W 17643.02'

8911.69'

554.52'

S89°37'41"E 2640.48'

2085.95'

FENCE CROSSES PROP. LINE

DIRT ROAD

NOT A PART OF THIS SURVEY

FENCE W/ GATE IS 0.5' SOUTH OF PROP. LINE

COMMON CORNER
SECTIONS 11 & 12, T4N, R4W
FOUND 2-1/2" GLO BRASS CAP
MARKED T4N R4W S1 S2 S11 S12
DATED 1916, UP 0.7'

S89°32'10"E 2639.32'

FENCE CROSSES PROP. LINE

DIRT ROAD

FENCE CROSSES PROP. LINE

FENCE IS 0.2' SOUTH OF THE PROP. LINE

NOT A PART OF THIS SURVEY

NORTH QUARTER CORNER
SECTION 12, T4N, R4W
NOTHING FOUND

GATE IN FENCE

S89°41'47"E 2642.01'

NOT A PART OF THIS SURVEY

NORTHEAST CORNER
SECTION 12, T4N, R4W
FOUND 3-1/2" GLO BRASS CAP
MARKED T4N R4W S1 S12
R3W S6 S7, DATED 1915
UP 1.5'

N

300 150 0 300 600
SCALE FEET

N00°24'13"E 2640.48'

PARCEL 5

N00°28'40"E 2640.77'

DIRT ROAD

DIRT ROAD

DIRT ROAD

DIRT ROAD

PARCEL 5

N00°24'33"E 2636.93'

DIRT ROAD

DIRT ROAD

PARCEL 5

S00°24'59"W 2640.48'

NOT A PART OF THIS SURVEY

11

12

S89°37'19"E 2637.06'

S89°37'09"E 2642.48'

S89°37'09"E 2641.68'

COMMON QUARTER CORNER
SECTIONS 11 & 12, T4N, R4W
FOUND 2-1/2" GLO BRASS CAP
ON PIPE LEANING 0.45' TO EAST
MARKED 1/4 S11 S12
DATED 1916, UP 1.85'

EAST QUARTER CORNER
SECTION 12, T4N, R4W
FOUND 2-1/2" GLO BRASS CAP
ON PIPE LEANING ± 0.45'
TO SOUTH, MARKED 1/4 S7 S12
DATED 1915, UP 1.5'

SECTION

SECTION

N00°24'13"E 2638.10'

PARCEL 5

N00°22'53"E 2642.32'

DIRT ROAD

DIRT ROAD

PARCEL 5

N00°24'33"E 2641.86'

PARCEL 5

DIRT ROAD

DIRT ROAD

DIRT ROAD

DIRT ROAD

S00°22'12"W 2642.19'

255TH AVENUE ALIGNMENT

NOT A PART OF THIS SURVEY

S89°31'50"E 2638.09'

S89°37'45"E 2641.20'

S89°36'43"E 2643.48'

COMMON QUARTER CORNER
SECTIONS 11 & 14, T4N, R4W
FOUND 2-1/2" GLO BRASS CAP
MARKED 1/4 S11 S14
DATED 1916, UP 1.15'

COMMON CORNER
SECTIONS 11, 12, 13 & 14, T4N, R4W, FOUND 1/2" REBAR NO TAGS
FLUSH IN DIRT

COMMON QUARTER CORNER
SECTIONS 12 & 13, T4N, R4W
FOUND 2-1/2" GLO BRASS CAP
MARKED 1/4 S12 S13
DATED 1915, UP 1.5'

COMMON CORNER
SECTIONS 12 & 13, T4N, R4W
FOUND 3-1/2" GLO BRASS CAP
MARKED T4N R4W S12 S13
R3W S7 S18, DATED 1915, UP 1.2'

DIRT ROAD

DIRT ROAD

DIRT ROAD

DIRT ROAD

DIRT ROAD

DIRT ROAD

DIRT ROAD

DIRT ROAD

PARCEL 5

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J. BENEDICT
8/2/19
Date Signed
ARIZONA U.S.A.

SEE SHEET 6

REV.:

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PROJ NO.: 1048
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DWG. NO.
SV-4
SHT. 4 OF 6

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SEE SHEET 3

SEE SHEET 6

279TH AVENUE ALIGNMENT

SECTION 15

SECTION 14

COMMON CORNER
SECTIONS 10 & 15, T4N, R4W
FOUND 2–1/2" GLO BRASS CAP
T4N R4W S9 S10 S15 S16
DATED 1916, UP 1.1'

S89°33'57"E 2637.93'
2400.75'

COMMON QUARTER CORNER
SECTIONS 10 & 15, T4N, R4W
FOUND 2–1/2" GLO BRASS CAP
MARKED 1/4 S10 S15
DATED 1916, UP 1.2'

S89°38'44"E 2641.10'

COMMON CORNER
SECTIONS 10, 11, 14 & 15,
T4N, R4W, FOUND 2–1/2" GLO
BRASS CAP, MARKED T4N R4W
S10 S11 S14 S15, DATED 1916
UP 1.5'

S89°41'16"E 2639.96'

COMMON QUARTER CORNER
SECTIONS 11 & 14, T4N, R4W
FOUND 2–1/2" GLO BRASS CAP
MARKED 1/4 S11 S14
DATED 1916, UP 1.15'

DIRT ROAD

N

300 150 0 300 600
SCALE FEET

N17°46'42"W 791.42'

237.18'

(BASIS OF BEARING)
S36°34'41"W 1784.02'
8911.69'

N00°22'13"E 2641.69'

N00°21'42"E 2640.28'

N00°23'27"E 2642.54'

N00°19'41"E 2644.82'

BM3 HOLDINGS LLC
APN 503–84–013–U

PARCEL 5

PARCEL 1

PARCEL 2

CENTER
OF SECTION
SECTION 14,
T4N, R4W
FOUND 5/8"
REBAR
NO TAGS

WEST QUARTER CORNER
SECTION 15, T4N, R4W
FOUND 2–1/2" GLO BRASS CAP
MARKED 1/4 S15 S16
DATED 1916, UP 1.4'

S89°35'47"E 2638.34'

3111.56'

N17°45'50"W 4768.27'

3748.84'

S89°35'47"E 2639.75'

S89°38'18"E 2642.86'

COMMON QUARTER CORNER
SECTIONS 14 & 15, T4N, R4W
FOUND 2–1/2" GLO BRASS CAP
MARKED 1/4 S14 S15
DATED 1916, UP 0.8', BENT

FOUND 3/4" STAINLESS
STEEL ROD IN HAND HOLE
DATED 1999, (NGS 4HH2)

N00°20'29"E 2642.01'

N00°21'42"E 2642.04'

N00°23'21"E 2642.09'

S00°20'25"W 2643.59'

BM3 HOLDINGS LLC
APN 503–84–013–U

FENCE CROSSES
PROP. LINE TO
THE SOUTH

SOUTH QUARTER CORNER
SECTION 14, T4N, R4W
FOUND 2–1/2" GLO BRASS CAP
MARKED 1/4 S14 S23
DATED 1916, UP 1.5'

FOUND 1/2" REBAR
W/ CAP, RLS 26054

1492.62'

N89°35'43"W 1145.85'

N89°35'45"W 2637.40'

N89°35'43"W 2638.47'

N89°36'21"W 2645.12'

SOUTHWEST CORNER
SECTION 15, T4N, R4W
FOUND 2–1/2" GLO BRASS CAP
T4N R4W S15 S16 S21 S22
DATED 1916, UP 1.4'

SOUTH QUARTER CORNER
SECTION 15, T4N, R4W
FOUND 2–1/2" GLO BRASS CAP
MARKED T4N R4W 1/4 S15 S22
DATED 1916 & 1985, UP 1.1'

BM3 HOLDINGS LLC
APN 503–84–064

COMMON CORNER
SECTIONS 14 & 15, T4N, R4W
FOUND 2–1/2" GLO BRASS CAP
MARKED T4N R4W S14 S15 S22 S23
DATED 1916, UP 1.7'
P.O.B. PARCEL NO. 2

UNITED STATES
OF AMERICA
BUREAU OF
RECLAMATION
APN 503–84–008–K

UNITED STATES
UNITED STATES
OF AMERICA
BUREAU OF
RECLAMATION
APN 503–84–008–H

UNITED STATES OF AMERICA
BUREAU OF RECLAMATION
APN 503–84–008–G

100' 15 · 200' 29 · 50' 13 · 200' 27 · 23

OHW

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J.
BENEDICT
8/2/19
Signed
ARIZONA U.S.A.

REV.:

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250 | P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016
www.hilgartwilson.com

SPURLOCK RANCH

TOWNSHIP 4 NORTH, RANGE 4 WEST
BUCKEYE, ARIZONA

A.L.T.A./N.S.P.S. LAND TITLE SURVEY

HILGARTWILSON
PROJ NO.: 1048
DATE: AUGUST 2019
SCALE: AS SHOWN
DRAWN: JDL
DESIGNED: HW
APPROVED: BJB

DWG. NO.
SV-5

SHT. 5 OF 6

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1508

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SEE SHEET 4

SEE SHEET 5

SEE SHEET 2

COMMON QUARTER CORNER
SECTIONS 11 & 14, T4N, R4W
FOUND 2-1/2" GLO BRASS CAP
MARKED 1/4 S11 S14
DATED 1916, UP 1.15'

S89°31'50"E 2638.09'

COMMON CORNER
SECTIONS 11, 12, 13 & 14, T4N, R4W, FOUND 1/2" REBAR NO TAGS FLUSH IN DIRT

S89°37'45"E 2641.20'

COMMON QUARTER CORNER
SECTIONS 12 & 13, T4N, R4W
FOUND 2-1/2" GLO BRASS CAP
MARKED 1/4 S12 S13
DATED 1915, UP 1.5'

S89°36'43"E 2643.48'

COMMON CORNER
SECTIONS 12 & 13, T4N, R4W
FOUND 3-1/2" GLO BRASS CAP
MARKED T4N R4W S12 S13
R3W S7 S18, DATED 1915, UP 1.2'

N

300 150 0 300 600
SCALE FEET

DIRT ROAD
PARCEL 5
PARCEL 4
PARCEL 3
PARCEL 1
PARCEL 6
SECTION 14
SECTION 13
SECTION

N00°19'41"E 2644.82'
N00°21'48"E 2639.80'
N00°23'50"E 2640.95'
S00°25'40"W 2641.37'

OLD WESTBURY LAND AND CATTLE COMPANY LLC
APN 503-83-022-D

EAST QUARTER CORNER
SECTION 13, T4N, R4W
FOUND 2-1/2" GLO BRASS CAP
MARKED 1/4 S13 S18
DATED 1915, UP 1.2'

FENCE CROSSES THE PROP. LINE
28 63' X 282.98'

FENCE IS 0.1' NORTH OF THE PROP. LINE
FENCE ENDS 0.4' NORTH OF THE PROP. LINE
FENCE ENDS 0.04' NORTH OF THE PROP. LINE
FENCE CROSSES PROP. LINE TO THE SOUTH
FENCE IS 1.9' SOUTH OF THE PROP. LINE

N89°38'22"W 2636.45'
N89°36'15"W 2639.63'
S89°36'11"E 2642.07'
S00°24'51"W 152.51'

FOUND 1/2" REBAR W/ CAP, DRIVEN INTO WOOD FENCE POST, RLS 26404 UP ± 2.0', 0.26' SOUTHWEST (NOT ACCEPTED)

CENTER OF SECTION
SECTION 14, T4N, R4W
FOUND 5/8" REBAR
NO TAGS

CENTER OF SECTION
SECTION 13, T4N, R4W
FOUND 3-1/4" BRASS CAP
STAMPED D.O.I. T4N R4W
C1/4 S13, B.L.M.
DATED 1985, UP 0.5'

COMMON QUARTER CORNER
SECTIONS 13 & 14, T4N, R4W
NOTHING FOUND
P.O.B PARCEL NO. 3 & 4

WILLIAMS, ANDREW DUEL/JOHNETTE J.
APN 503-84-002-J

BOX T RANCH LLC
APN 503-84-002-V

WEST NARRAMORE RANCH LLC
APN 503-84-002-G

WEST NARRAMORE RANCH LLC
APN 503-84-002-L

WEST NARRAMORE RANCH LLC
APN 503-84-010-E

BOX T RANCH LLC/ETAL
APN 503-84-002-P

JCS MANAGEMENT SERVICES LLC
APN 503-84-002-U

UNITED STATES OF AMERICA
BUREAU OF RECLAMATION
APN 503-84-007-J

S00°20'25"W 2643.59'
N00°25'02"E 2641.96'
N00°24'09"E 1163.25'
856.64'
2642.15'
1633.00'
S00°24'51"W
1477.82'

FENCE IS 0.7' SOUTH OF PROP. LINE
OHW

SOUTH QUARTER CORNER
SECTION 14, T4N, R4W
FOUND 2-1/2" GLO BRASS CAP
MARKED 1/4 S14 S23
DATED 1916, UP 1.5'

N89°40'30"W 2632.91'

FOUND 3-1/2" BRASS CAP
FLUSH, D.O.I. B.L.M.
MARKED WC T4N R4W S14 S13
S23 S24, DATED 1985 & 1987

N06°17'58"W
205.89'

COMMON CORNER
SECTION 13 & 14, T4N, R4W
NOT SET, CALCULATED POSITION
FROM BOOK 597 OF MAPS, PAGE 20,
MARICOPA COUNTY RECORDS

1015.00'

FOUND 3-1/4" BRASS CAP FLUSH
U.S.D.O.I. B.L.M., MARKED
T4N R4W S23 AP1A TR38
S24, DATED 1985 & 1987
UP 0.2'

1625.31'

N89°37'25"W 2640.31'

S00°22'20"W
387.85'

FOUND 3-1/4" BRASS CAP
U.S.D.O.I. B.L.M., MARKED
T4N R4W S23 AP3A TR38
S24, DATED 1985 & 1987
UP 0.2'

SOUTH QUARTER CORNER
SECTION 13, T4N, R4W
NOTHING FOUND

N89°34'47"W 2641.53'

SOUTHEAST CORNER
SECTION 13, T4N, R4W
FOUND 3-1/2" GLO BRASS CAP
MARKED T4N R4W S13 S24
R3W S18 S19, DATED 1915, UP 0.5
P.O.C. PARCEL NO. 1

NOTHING FOUND

FENCE IS 1.2' SOUTHEAST OF THE PROP. LINE

FENCE IS 1.6' SOUTHEAST OF THE PROP. LINE

27 200'

S69°27'46"W 2828.86'

CENTRAL ARIZONA PROJECT CANAL
800' R/W

P.O.B. PARCEL NO. 1

S69°27'46"W 1067.33'

FOUND 3-1/2" BRASS CAP, D.O.I. B.L.M., MARKED T4N R4W TR37 AP4A S13 R3W S18, DATED 1985 & 1987

N69°27'46"E 464.53'

N00°00'00"E 213.57'

S00°00'00"E 213.57'

FOUND NAIL

S69°27'46"W 464.53'

BLOCK WALL IS 1.2' WEST OF THE PROPERTY LINE

FOUND 3-1/2" BRASS CAP FLUSH, U.S.D.O.I. B.L.M. MARKED T4N R4W TR37 AP3A S13, DATED 1985 & 1987

SUN CITY FESTIVAL COMMUNITY ASSOCIATION INC
APN 510-05-838

130' 19 130' R/W BK 1041, PG 21, MCR

CANYON SPRINGS BLVD.

PULTE HOME CORPORATION
APN 503-84-061-F

255TH AVENUE ALIGNMENT

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J. BENEDICT
8/2/19
ARIZONA U.S.A.

REV.:

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SPURLOCK RANCH

TOWNSHIP 4 NORTH, RANGE 4 WEST
BUCKEYE, ARIZONA

A.L.T.A./N.S.P.S. LAND TITLE SURVEY

HILGARTWILSON	
PROJ NO.:	1048
DATE:	AUGUST 2019
SCALE:	AS SHOWN
DRAWN:	JDL
DESIGNED:	HW
APPROVED:	BJB

DWG. NO.
SV-6
SHT. 6 OF 6

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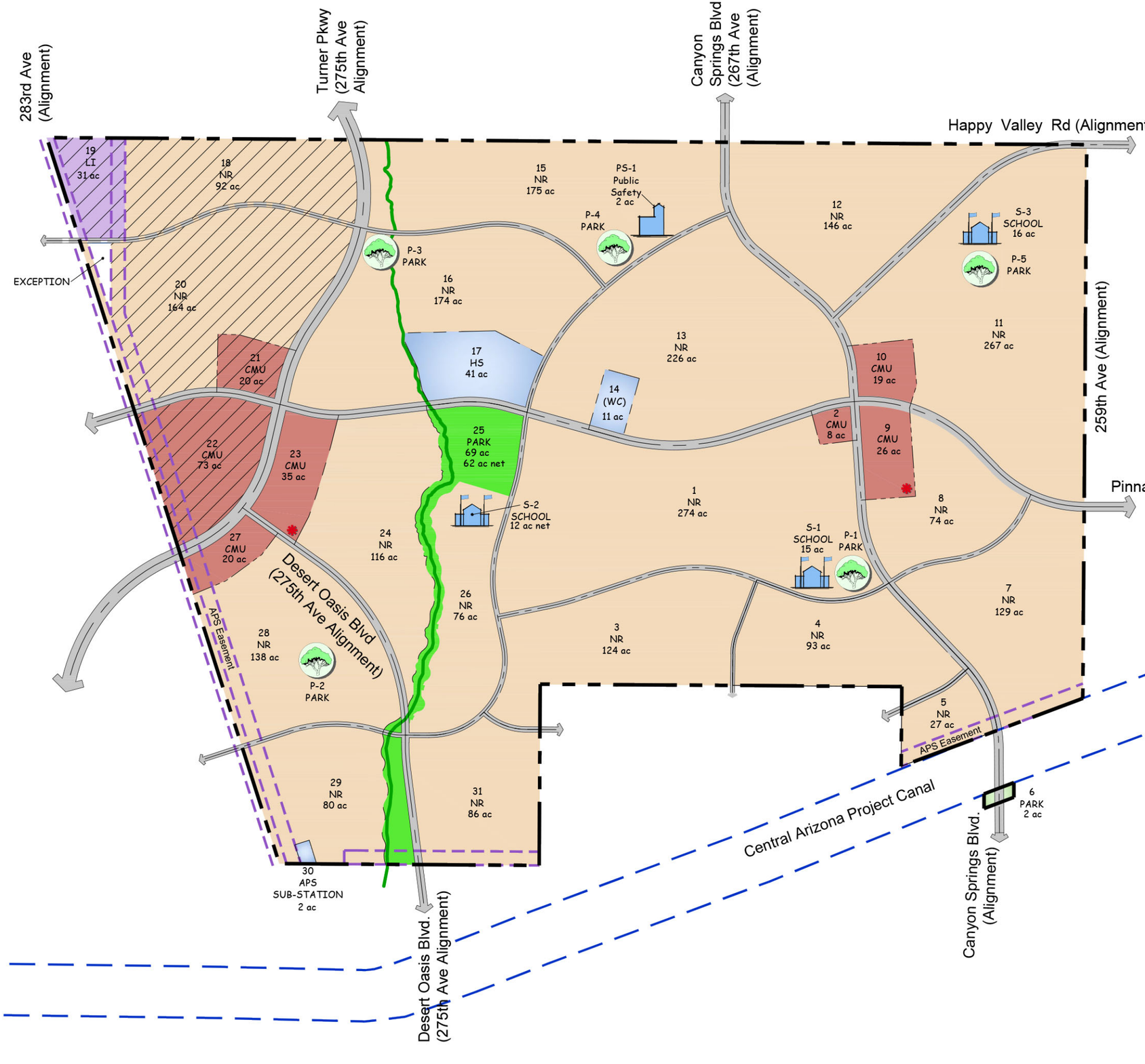
NORTH STAR RANCH

BUCKEYE, ARIZONA

COMMUNITY MASTER PLAN

Proposed Land Use Master Map

Figure 6



0 500' 1,000' 1,500' 3,000'

N

Scale: 1" = 1,500'

Legend

- Project Boundary
- Parcel Boundary
- Transmission Line Easement
- Central Arizona Project Canal
- Wagner Wash
- "Initial" Cell Tower Location
- Solar / Employment Overlay

Land Use Categories:

- NR — Neighborhood Residential
- CMU — Community Mixed Use
- LI — Light Industrial
- PF — Public Facility
- PARK — Largest Park
- Neighborhood Park (7-10 acres)
- Elementary School
- Public Safety

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535
F: 602.368.2436

PROJECT MANAGER: T. BONAR, AICP
PROJECT NUMBER: 1048
MARCH 2022

U:\1000\1048\1048.06 - LKY Development\PLANNING\ENTITLEMENT\CMPA 3\3rd Submittal (11th)\FIGURES\1048-Figure-6-Proposed-Land-Use-Master-Map.dwg
3/3/2022 9:04:55 AM

PLZZ-21-00028

3R RECEIVED
March 07 2022
CITY OF BUCKEYE by: DM

Wickenburg Unified School District
101 East Coconino Street
Wickenburg, AZ 85390
Phone: (928) 668-5350 FAX: (928) 668-5348
www.wickenburgschools.org

February 15, 2022

Robyn Calihan
LKY Development Company, Inc.
5040 E. Shea Blvd., #254
Scottsdale, AZ 85254

Dear Ms. Calihan,

This letter is to confirm that the Wickenburg Unified School District has reviewed the Community Master Plan, received on February 7, 2022 and the Preliminary Plat, received on February 14, 2022 for North Star Ranch-Formerly Spurlock Ranch.

The plan includes three (3) elementary school sites and one high school site, all of which are located near planned community parks. The school sites are adequate in size and their location near parks allows for the possibility of shared-use space for the community. The school sites are located in residential sections, but close to main streets and access points allow for safe school transportation.

Thank you for the opportunity to provide input into the final plan, including the location of the school sites. We strongly believe that the best way to plan for future schools is to work closely with the developers in the beginning stages of the project, which you have allowed. The Wickenburg Unified School District is pleased to communicate its support for both the CMP and the preliminary plat in the form presented to the District as of the date of this letter.

We wish you the best in this project and look forward to working with you.

Best Regards,

Barbara J Remondini

Barbara J. Remondini, Ph.D.
Superintendent

North Star Ranch

Third Community Master Plan Amendment
Citizen Participation Report

North of Sun Valley Parkway and East of Hassayampa River

Case Number:
PLZZ-21-00028

August 22, 2022

ABLA

GAMMAGE & BURNHAM
Attorneys at Law

CivTech

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

Citizen Participation Report
North Star Ranch Community Master Plan Amendment

Date: August 22, 2022

Purpose: The purpose of this Citizen Participation Report is to provide a written report on the results of the citizen participation on the ongoing communication between applicant and interested citizens, property owners, and other interested parties regarding the Community Master Plan Amendment within the North Star Ranch community master plan (formerly known as Spurlock Ranch). The Project is generally located north of the Central Arizona Project Canal between the Canyon Springs and Desert Oasis Boulevard alignments in Buckeye, Arizona.

Techniques: The following techniques were used to notify the public of the public hearings.

1. **Public Outreach Notification:**
    - Applicant prepared a list of adjacent property owners within 500 feet of the Project boundary, interested parties who submitted a request to the City to be notified, adjacent political jurisdictions, and public agencies with jurisdiction over the subject property. The list of adjacent property owners was generated from the Maricopa County Assessor's website on July 25, 2022. A copy of the labels generated from the list are provided with this report.
    - Applicant prepared and mailed notification letters on August 5, 2022.
    - Applicant published a notice in a newspaper of general circulation on August 5, 2022. Proof of publishing is provided with this report.
    - Applicant posted the property on August 3, 2022.
    - Applicant prepared and submitted all affidavits of notification. Copies of the affidavits are provided with this report.
    - Applicant received and responded to questions from surrounding property owners regarding the Project. A summary of the public comments is provided with this report.

Project Timeline:

Pre-application meeting – October 22, 2020

Formal Application Submittal – June 29, 2021

2nd Submittal –December 23, 2021

3rd Submittal – March 4, 2022

4th Submittal – June 15, 2022

Public Hearing Notification Letter – August 5, 2022 (minimum 15 days prior to hearing)

Public Hearing Notification (minimum 15 days prior to hearing)

Mailing – August 5, 2022

Site posting – August 2, 2022

Publication – August 5, 2022

Public Hearing Notification Affidavit (minimum 10 days prior to public hearing)

Mailing – August 12, 2022

Site posting – August 2, 2022

Publication – August 5, 2022

Citizen Participation Report – August 22, 2022

Planning and Zoning Commission Public Hearing – September 13, 2022 (2nd or 4th Tuesday)

City Council Public Hearing – September 20, 2022 (1st or 3rd Tuesday)

ATTACHMENTS

PUBLIC OUTREACH NOTIFICATION

Affidavit of Mailing Notice

Case Number: PLZZ-21-0028

Project Name: North Star Ranch CMP Amendment

Applicant Name: Toni Bonar

Location: North of CAP Canal between Desert Oasis Blvd & Canyon Springs Blvd alignments

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statue, the applicant for public hearings in the City of Buckeye shall secure the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and shall send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing date.

I confirm that I secured the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and did send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing.

See attached copies of all sent letters and address lists.

Applicant's / Representative's signature: Toni Bonar

SUBSCRIBED AND SWORN before me this 12th day of August, 2022, by:

Angela Moran
Notary Public

ANGELA MORAN
Notary Public - Arizona
Maricopa County
Commission # 611422
My Comm. Expires Sep 3, 2025

My Commission Expires:

Sept. 3, 2025

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

August 5, 2022

HILGARTWILSON
2141 E Highland Avenue
Phoenix, Arizona 85016

Re: **North Star Ranch Public Hearing Notification**
Community Master Plan Amendment (PLZZ-21-0028)
City of Buckeye, Arizona

Dear Property Owner or Interested Party:

The purpose of this letter is to advise you that an amendment to the Community Master Plan for the North Star Ranch master planned community (formerly Spurlock Ranch) will be heard by the Buckeye Planning & Zoning Commission and City Council. The North Star Ranch Community Master Plan was originally approved in 2006 and last amended in 2007. The proposed amendment maintains the original development concept for the project as a cohesive master planned community but with updated development concepts and regulations to align with current standards and market expectations. Below is a copy of the official notice that will be published in the Arizona Republic as required by the City of Buckeye (City). You are invited to attend the public hearing or comment directly to HILGARTWILSON or the City as noted below.

> **NOTICE IS HEREBY GIVEN** that the City of Buckeye Planning and Zoning Commission will hold a public hearing on Tuesday, August 23, 2022 in the City Council Chambers, 530 E Monroe Avenue, Buckeye, Arizona, at 6:00 p.m., for the purpose of hearing all persons for or against the following request:
>
> **Case No. PLZZ-21-00028:** Request for the approval of a 2,818-acre Community Master Plan Amendment for the North Star Ranch master planned community (previously known as Spurlock Ranch) generally located north of the Central Arizona Project Canal between the Canyon Springs and Desert Oasis Boulevard alignments within Sections 10, 13, 14 and 15 of Township 4 North, Range 4 West of the Gila and Salt River Base and Meridian.
>
> **NOTICE IS HEREBY GIVEN** that the City of Buckeye City Council, upon recommendation from the Planning and Zoning Commission, will hold a public hearing on Tuesday, September 20, 2022 in the City Council Chambers, 530 E Monroe Avenue, Buckeye, Arizona, at 6:00 p.m., for the purpose of hearing all persons for or against the above reference request.

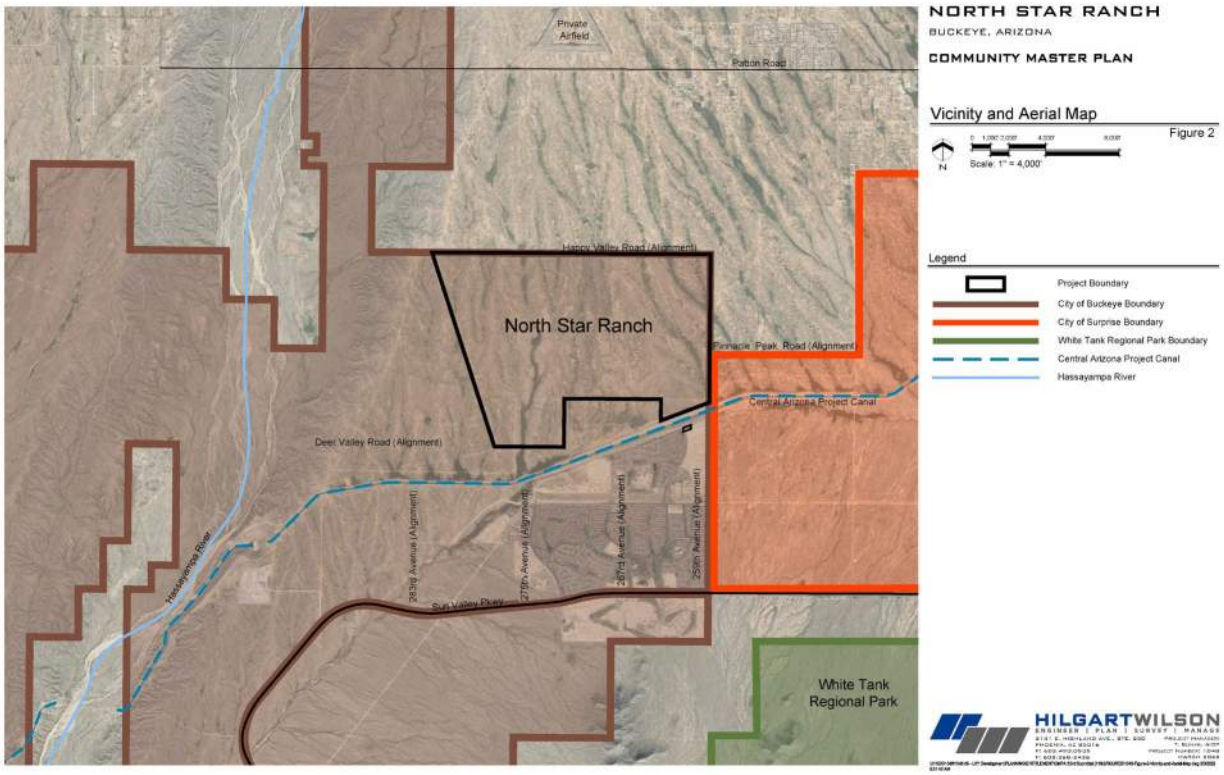
If you are unable to attend the meeting, but would like to learn more about the proposal or express any interest or concerns, you are encouraged to contact Toni Bonar at (602) 490-0535 or by email at tbonar@hilgartwilson.com. You may also contact the Development Services Department at (623) 349-6207.

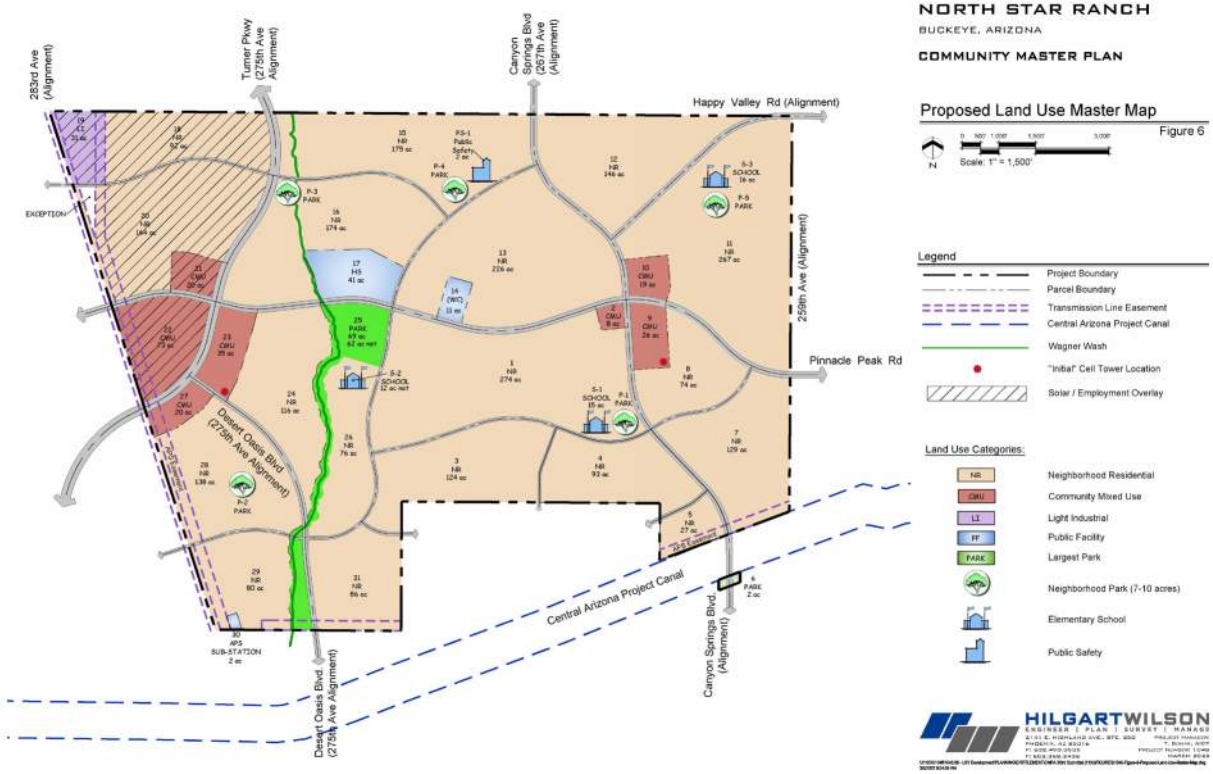
Respectfully submitted,

Toni Bonar

Toni Bonar, AICP
Project Manager, Land Planning
HILGARTWILSON, LLC

Encl: Figure 2, Vicinity & Aerial Map and Figure 6, Proposed Land Use Master Map


NORTH STAR RANCH
BUCKEYE, ARIZONA
COMMUNITY MASTER PLAN
Vicinity and Aerial Map
Figure 2
Scale: 1" = 4,000'
Legend
Project Boundary
City of Buckeye Boundary
City of Surprise Boundary
White Tank Regional Park Boundary
Central Arizona Project Canal
Hassayampa River
Private Airfield
Patton Road
Happy Valley Road (Alignment)
North Star Ranch
Pinnacle Peak Road (Alignment)
Central Arizona Project Canal
Deer Valley Road (Alignment)
Hassayampa River
383rd Avenue (Alignment)
275th Avenue (Alignment)
267th Avenue (Alignment)
259th Avenue (Alignment)
Sun Valley Pkwy
White Tank Regional Park
HILGARTWILSON


NORTH STAR RANCH
BUCKEYE, ARIZONA
COMMUNITY MASTER PLAN
Proposed Land Use Master Map
Figure 6
Scale: 1" = 1,500'
Legend
Project Boundary
Parcel Boundary
Transmission Line Easement
Central Arizona Project Canal
Wagner Wash
"Initial" Cell Tower Location
Solar / Employment Overlay
Land Use Categories:
NR Neighborhood Residential
CMU Community Mixed Use
LI Light Industrial
PF Public Facility
PARK Largest Park
Neighborhood Park (7-10 acres)
Elementary School
Public Safety
283rd Ave (Alignment)
Turner Pkwy (275th Ave Alignment)
Canyon Springs Blvd (267th Ave Alignment)
Happy Valley Rd (Alignment)
259th Ave (Alignment)
Pinnacle Peak Rd
Desert Oasis Blvd (275th Ave Alignment)
Central Arizona Project Canal
Canyon Springs Blvd (Alignment)
Desert Oasis Blvd (275th Ave Alignment)
EXCEPTION
HILGARTWILSON

500 Foot Notice List

Parcel Number	Owner	Mailing Address
503-84-002U	SPOSI CHRISTEN	1119 E BLACKHAWK DR PHOENIX AZ USA 85024
503-84-013U 503-84-064	BM3 HOLDINGS LLC	13047 N 80TH PL SCOTTSDALE AZ USA 85260
503-84-002P 503-84-002V	BOX T RANCH LLC/ETAL	1335 N RECKER RD GILBERT AZ USA 85234
503-83-022F 503-83-022G 503-84-007J 503-84-008G 503-84-008H 503-84-008K 503-84-010B 503-83-022K	USA-BOR	23636 N 7TH ST PHOENIX AZ USA 85024
503-84-002W	ALLODIA LLC/ALLODIA JP LLC	3850 E BASELINE NO 114 MESA AZ USA 85206
503-84-002G 503-84-002J 503-84-002L 503-84-010D 503-84-010E	WEST NARRAMORE RANCH LLC	3850 E BASELINE RD STE 114 MESA AZ USA 85206
503-83-022D 503-83-022L	OLD WESTBURY LAND AND CATTLE COMPANY LLC	8432 E SHEA BLVD NO 100 SCOTTSDALE AZ USA 85260
503-84-013V	ARIZONA PUBLIC SERVICE COMPANY	P O BOX 53999 MS 9565 PHOENIX AZ USA 85072
510-05-835	RABENOLD STEPHEN C/KATHLY L	21909 N 261ST AVE BUCKEYE AZ USA 85396
510-12-415	BLOXHAM SKYLER L/SOLIS ANASTRID	21920 N 260TH LN BUCKEYE AZ USA 85396
510-12-413	STRODE ANTHONY W/ROCHELLE	21923 N 260TH LN BUCKEYE AZ USA 85396
510-05-836	TRUDGIAN WILLIAM/KATHLEEN L	21925 N 261ST AVE BUCKEYE AZ USA 85396
503-91-492	RICHARD AND COLLEEN SIMON FAMILY LIVING TRUST	21931 N 260TH LN BUCKEYE AZ USA 85396
503-91-520	JONES CHRIS S/DROKE COURTNEY ELIZABETH	21936 N 260TH LN BUCKEYE AZ USA 85396
503-91-493	FOSTER DARNELL AARON	21939 N 260TH LN BUCKEYE AZ USA 85396
503-91-519	KAYE CHRISTIAN R	21942 N 260TH LN BUCKEYE AZ USA 85396
503-91-494	IRETON EDWARD JOHN IV/JENNIFER MARIA	21947 N 260TH LN BUCKEYE AZ USA 85396
510-05-837	STEAD STEPHANIE	21949 N 261ST AVE BUCKEYE AZ USA 85396
503-91-518	HUTTER JASLYN	21950 N 260TH LN BUCKEYE AZ USA 85396
503-91-517	TURNER KEENAN L	21958 N 260TH LN BUCKEYE AZ USA 85396
503-91-495	FERGUSON FAMILY TRUST	21963 N 260TH LN BUCKEYE AZ USA 85396
510-05-663	PAULA L BERGESON LIVING TRUST	22005 N 261ST LN BUCKEYE AZ USA 85396
510-05-664	LINDA L AND LYNN J MARTIN LIVING TRUST	22013 N 261ST LN BUCKEYE AZ USA 85396
503-91-509	EVERETT ALYSSA/AARON	25932 W SANDS DR BUCKEYE AZ USA 85396
503-91-510	HOLLINS DAMON/PATRICE	25940 W SANDS DR BUCKEYE AZ USA 85396
503-91-600	MILLER VANESSA/SOTO MANUEL	25942 W LOUISE DR BUCKEYE AZ USA 85396
503-91-501	COPENHAVER KODY G	25945 W SANDS DR BUCKEYE AZ USA 85396
503-91-511	DOWNEY TYLER AUSTIN/LOGAN DANIELLE	25948 W SANDS DR BUCKEYE AZ USA 85396
503-91-500	RODRIGUEZ OMAR RUVALCABA/DOMINGO/REVALCABA JASMINE/DE RODRIGUEZ MARIA ELENA QUIJADA	25951 W SANDS DR BUCKEYE AZ USA 85396
503-91-512	DUNN ALEXIS N/DALTON	25956 W SANDS DR BUCKEYE AZ USA 85396
503-91-601	DERONDE GARRIN R/ASHLEY NICOLE	25958 W LOUISE DR BUCKEYE AZ USA 85396
503-91-499	HERNANDEZ CINDY E/RUVALCABA ERICK	25959 W SANDS DR BUCKEYE AZ USA 85396
503-91-513	BREWER JAMES I/MARKEDA	25964 W SANDS DR BUCKEYE AZ USA 85396
503-91-602	ANDERSON BONITA DENISE	25966 W LOUISE DR BUCKEYE AZ USA 85396
503-91-498	VALENTINE MARISSA EILEEN/JACOB J	25967 W SANDS DR BUCKEYE AZ USA 85396
503-91-514	LIVELY CHASE BARRET/HASEMAN ASHLEY GRAHAM	25972 W SANDS DR BUCKEYE AZ USA 85396
503-91-575	BUMANGLAG RYAN D	25974 W TINA LN BUCKEYE AZ USA 85396
503-91-497	DOCKINS DIANGELO SHANITA/STEPHANIE	25975 W SANDS DR BUCKEYE AZ USA 85396
503-91-603	OCANA MIGUEL ANGEL KUMAR	25976 W LOUISE DR BUCKEYE AZ USA 85396
503-91-515	CORTEZ SYLVIA/MARIO	25980 W SANDS DR BUCKEYE AZ USA 85396
503-91-604	MARQUEZ HECTOR/CHRISTINE M	25982 W LOUISE DR BUCKEYE AZ USA 85396
503-91-496	KELLEY JENNIFER/SPENCER	25983 W SANDS DR BUCKEYE AZ USA 85396
503-91-516	COLON MICHAEL J/KIMBERLY MARIE	25988 W SANDS DR BUCKEYE AZ USA 85396
510-05-726	ANDERSON PAUL M/JANET L	26122 W VIA DEL SOL DR BUCKEYE AZ USA 85396
510-05-727	SCRUGGS ELIZABETH	26126 W VIA DEL SOL DR BUCKEYE AZ USA 85396
510-05-660	CORSI NEIL A/WENDY J	26128 W TINA LN BUCKEYE AZ USA 85396
510-05-725	WELCH MICHAEL D/MARILEE J	26129 W TINA LN BUCKEYE AZ USA 85396
510-05-661	M DEAL TRUST	26136 W TINA LN BUCKEYE AZ USA 85396
510-05-662	FOG STEVEN J/CHARLENE V	26144 W TINA LN BUCKEYE AZ USA 85396
510-05-724	JUDY AND RICHARD ANNIBAL LIVING TRUST	26145 W TINA LN BUCKEYE AZ USA 85396
510-05-723	BLANCHARD KENNETH R/SUSAN K	26153 W TINA LN BUCKEYE AZ USA 85396
510-05-703	JAMES GEADES AND J LORRAINE KINKADE LIVING TRUST	26168 W TINA LN BUCKEYE AZ USA 85396
510-05-722	SALEM MICHAEL D JR/MARY K	26169 W TINA LN BUCKEYE AZ USA 85396

510-05-665	RONALD R MARIANI AND MARY H MARIANI REVOCABLE TRUST	26172 W LOUISE DR BUCKEYE AZ USA 85396
510-05-702	EDWIN J AND EUNMI P MILLER TRUST	26175 W LOUISE DR BUCKEYE AZ USA 85396
510-05-704	ALARID JOSEPH M/CAROLE A	26175 W TINA LN BUCKEYE AZ USA 85396
510-05-666	WALCOTT FAMILY REVOCABLE LIVING TRUST	26180 W LOUISE DR BUCKEYE AZ USA 85396
510-05-701	YOCKEY ALBERT NEIL/DONNA MICHELLE	26183 W LOUISE DR BUCKEYE AZ USA 85396
510-05-667	AIBINDER FAMILY TRUST	26188 W LOUISE DR BUCKEYE AZ USA 85396
510-12-414	RYAN REVOCABLE FAMILY TRUST	3529 W HAMPTON DR NW MARIETTA GA USA 30064-1773
-	Arizona State Land Department	1616 WEST ADAMS ST PHOENIX, AZ 85007
-	Bureau of Land Management	1 NORTH CENTRAL AVE SUITE 800 PHOENIX AZ 85004

HOA's and Interested Parties

Parcel Number	Owner	Mailing Address
-	SUN CITY FESTIVAL COMMUNITY ASSOCIATION INC	1600 W BROADWAY RD SUITE 200 TEMPE AZ USA 85282
-	FESTIVAL FOOTHILLS COMMUNITY ASSOCIATION INC	16767 N PERIMETER DR SUITE 100 SCOTTSDALE AZ USA 85260
-	WICKENBURG UNIFIED SCHOOL DISTRICT c/o DR. HOWARD CARLSON	40 W YAVAPAI ST WICKENBURG AZ 85390
-	ST ARNAUD SHERI	21727 N 262ND LN BUCKEYE AZ 85396
-	MARICOPA COUNTY PLANNING & DEVELOPMENT DEPARTMENT	301 WEST JEFFERSON ST PHOENIX AZ 85003
-	CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT	16000 N CIVIC CENTER PLACE SURPRISE AZ 85374

Format for Publication

City of Buckeye

NOTICE IS HEREBY GIVEN that the City of Buckeye Planning and Zoning Commission will hold a public hearing on Tuesday, August 23, 2022 in the City Council Chambers, 530 E Monroe Avenue, Buckeye, Arizona, at 6:00 p.m., for the purpose of hearing all persons for or against the following request:

Case No. PLZZ-21-00028: Request for the approval of a 2,818-acre Community Master Plan Amendment for the North Star Ranch master planned community (previously known as Spurlock Ranch) generally located north of the Central Arizona Project Canal between the Canyon Springs and Desert Oasis Boulevard alignments within Sections 10, 13, 14 and 15 of Township 4 North, Range 4 West of the Gila and Salt River Base and Meridian.

NOTICE IS HEREBY GIVEN that the City of Buckeye City Council, upon recommendation from the Planning and Zoning Commission, will hold a public hearing on Tuesday, September 20, 2022 in the City Council Chambers, 530 E Monroe Avenue, Buckeye, Arizona, at 6:00 p.m., for the purpose of hearing all persons for or against the above reference request.

For additional information, please contact the Development Services Department at (623) 349-6207.

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HONDA ODYSSEY 2004
132k miles, very good cond. $5500. Call 623-935-5256

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Legal Notices

Case No. PB2022-003114
NOTICE OF INITIAL HEARING REGARDING: PETITION FOR APPOINTMENT OF GUARDIAN WITH INPATIENT MENTAL HEALTH AUTHORITY
SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY
PROBATE COURT ADMINISTRATION
In the Matter of:
ERNESTJEAN SANDERS
WARNING
This is a legal notice; your rights may be affected. [Este es un aviso legal. Sus derechos podrian ser afectados.]
You are not required to attend this hearing. However, if you oppose any of the relief requested in the petition that accompanies this notice, you must file with the court a written response at least 7 calendar days before the hearing date OR you or your attorney must attend the hearing by following the instructions provided in this notice.
Any written response must comply with Rule 15(e) of the Arizona Rules of Probate Procedure. If you do not file a timely response or attend the hearing:
(1) the court may grant the relief requested in the petition without further proceedings, and
(2) you will not receive additional notices of court proceedings relating to the petition unless you file a Demand for Notice pursuant to Title 14, Arizona Revised Statutes.
1. Notice is given that BRIAN J. THEUT has filed the following: PETITION FOR APPOINTMENT OF GUARDIAN WITH INPATIENT MENTAL HEALTH AUTHORITY
2. COURT HEARING. An initial hearing has been scheduled to consider the Petition as follows:
DATE and TIME: Wednesday, August 31, 2022 at 9:30 AM
JUDICIAL OFFICER: COMMISSIONER MELODDY HARMON
PLACE: 101 W. JEFFERSON STREET, PHOENIX, AZ 85003 - COURTROOM 514
TELEPHONE NO: 602-372-0756
If you have copies of filed documents or proposed form(s) of order, they should be provided to Commissioner Palmer's division at the location listed above.
Any interested person, including the Petitioner and the Petitioner's attorney, may attend the Initial Hearing virtually unless the Court has specifically ordered that person to attend the hearing in person. To attend the hearing virtually, use Court Connect as described in Section 3 below. If the Court has specifically ordered you to attend the Initial Hearing in person, you must do so by appearing at the location stated above at the time of the Initial Hearing.

Legal Notices

crosoft Teams application on a camera-enabled computer, smartphone, or tablet device using either of the following methods prior to the time set for the Initial Hearing:
• Go to the following link: https://www.microsoft.com/en-us/microsoft-365/microsoft-teams/download-app
• Or scan the following QR code on your smartphone or tablet:

If you have a camera-enabled device, but do not want to install the Microsoft Teams application, you may use a web browser simply by typing tinyurl.com/ibazmc-pcc01 into your browser a few minutes before the Initial Hearing is scheduled to begin. Please note, however, that you will not have access to all the features if you use a web browser rather than the Microsoft Teams application. If you do not have a camera-enabled device, you can still attend the Initial Hearing by phone by calling:
• Courtroom Phone Number: 1-917-781-4590
• Courtroom Conference ID#: 465 286 133#
For more information about Court Connect, please see https://superiorcourt.maricopa.gov/court-connect
Pub: July 29; August 5, 12, 2022

NOTICE AND REQUEST FOR QUALIFICATIONS
CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES FOR TUMBLEWEED RECREATION CENTER MULTI-GEN EXPANSION
CITY PROJECT NO.: PR2201-401
The CITY OF CHANDLER invites experienced CMAR teams to submit Statements of Qualifications for CMAR Services for TUMBLEWEED RECREATION CENTER MULTI-GEN EXPANSION.
Solicitation documents and Addendums may be downloaded online by visiting www.app.az.gov. No addenda will be sent to non-registered parties.
SOLICITATION CRITICAL DATES
SOLICITATION QUESTIONS DUE DATE:
All solicitation questions must be emailed to paula.brown@chandleraz.gov, no later than 5:00 P.M. (MOST) Arizona time on August 19, 2022. All emails must contain "CMAR Services for TUMBLEWEED RECREATION CENTER MULTI-GEN EXPANSION RFQ" in the subject line.
DIRECT CONTACT WITH SELECTION COMMITTEE MEMBERS OR ANY CITY EMPLOYEE, OTHER THAN THE CONTRACT SERVICES REPRESENTATIVE, CONCERNING THIS RFQ, AT ANY TIME IS STRICTLY PROHIBITED.
PRE-SUBMITTAL CONFERENCE: THERE WILL BE NO PRE-

Legal Notices

QUALIFICATIONS WILL BE NOT ACCEPTED
PROJECT REFERENCE FORMS:
The Project Reference Forms (PRF) must be emailed on or before the SOQ submittal date and time. PRFs received after the date and time specified will not be accepted. Please see form instructions (Attachment 2).
INTERVIEW DATE: Consultants invited to interview for this project must be available on the tentative dates as specified. Interviews the week of October 17, 2022.
Pub: Aug 5, 12, 2022

City of Buckeye
NOTICE IS HEREBY GIVEN that the City of Buckeye Planning and Zoning Commission will hold a public hearing on Tuesday, August 23, 2022 in the City Council Chambers, 530 E Monroe Avenue, Buckeye, Arizona, at 6:00 p.m., for the purpose of hearing all persons for or against the following request:
Case No. PLZZ-21-00028: Request for the approval of a 2,818-acre Community Master Plan Amendment for the North Star Ranch master planned community (previously known as Spurlock Ranch) generally located north of the Central Arizona Project Canal between the Canyon Springs and Desert Oasis Boulevard alignments within Sections 10, 13, 14 and 15 of Township 4 North, Range 4 West of the Gila and Salt River Base and Meridian.
NOTICE IS HEREBY GIVEN that the City of Buckeye City Council, upon recommendation from the Planning and Zoning Commission, will hold a public hearing on Tuesday, September 20, 2022 in the City Council Chambers, 530 E Monroe Avenue, Buckeye, Arizona, at 6:00 p.m., for the purpose of hearing all persons for or against the above reference request.
For additional information, please contact the Development Services Department at (623) 349-6207.
Pub: Aug 5, 2022

NOTICE OF PUBLIC HEARING
CITY OF TOLLESON CITY COUNCIL
NOTICE IS HEREBY GIVEN that the City of Tolleson Mayor and Council will conduct a **PUBLIC HEARING** during a Regular City Council Meeting scheduled on **TUESDAY, AUGUST 23, 2022** beginning at **6:00 P.M.** via Zoom Conference at https://us02web.zoom.us/j/5439720804 or via Telephone at 1-253-215-8782 (Meeting ID: 543 972 0804), for the purpose of:
Soliciting comments from interested parties in reference to Site Plan Application #22040004 as submitted by Carolyn Oberholtzer with Bergin, Frakes, Smalley & Oberholtzer (BFSO), on behalf of the owner, 99VB LLC, for a 4,650 sq. ft. convenience store with restaurant and gas sales to be located at the southwest corner of 99th Avenue and Van Buren Street in Tolleson, AZ. The

Legal Notices

The Arizona State Procurement Office, on behalf of the Arizona State Trust Land (ASLD), has issued a Request for Proposal (RFP) No. BPM004733. ASLD is responsible for maintaining the integrity of State Trust Land to keep areas free from debris and potential hazards (environmental and otherwise). Lands are often a site for illegal dumping of trash and various debris. ASLD requires vendors available to assist with litter clean ups and disposals on State Trust Lands. ASLD intends to establish a term Contract for a scheduled and call-out litter/dumping pick-up and disposal services on State Trust Land.
To view a copy of the Official RFP, including all the details, interested parties should go to https://app.az.gov/. You must be registered in Arizona Procurement Portal (APP) to submit a proposal. Proposals must be received in APP no later than date time as indicated in APP.
Pub: Aug 5, 2022

CITY OF BUCKEYE, ARIZONA
INVITATION FOR BID (IFB)
No. 2023026
PUBLIC NOTICE
The City of Buckeye is seeking sealed bids from qualified contractors for The Chamber of Commerce Building finishes upgrade. Bids for IFB 2023026 Chamber of Commerce Finishes Upgrade shall be due by August 29, 2022 at 3:00 p.m., MST.
Contractors wishing to submit a Bid may obtain the IFB packet by contacting the City of Buckeye, Pat Glasmann at pglasmann@buckeyeaz.gov or 623-349-6173. IFB Packets may also be downloaded at https://www.buckeyeaz.gov/business/construction-contracting/open-solicitations.
Pub: July 29, Aug 5, 2022

LEGAL NOTICE
The Arizona Department of Health Services (ADHS) is requesting Proposals for the following solicitation:
BPM004739 Detection and Mitigation of COVID-19 in Confinement Facilities
A copy of the Request for Proposal (RFP) may be obtained by visiting https://app.az.gov For information contact Procurement Officer, Mitchell Goldberg at 480-261-2785 or Mitchell.Goldberg@azdhs.gov, or 1-800-367-8939 (TDD).
Pub: Aug 5, 2022

The Arizona Lottery has issued Solicitation No. BPM004743 for Lottery Ticket Counter Tempered Glass. Proposals are due on August 19 at 3:00 P.M. MST. For details call 602-542-5511 or visit https://app.az.gov/.
Pub: Aug 5, 2022

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8/8/2022

AFFIDAVIT OF SIGN POSTING
City of Buckeye

Case No: PLZZ-21-00028
Project Name:
Applicant Name: HILGARTWILSON
Location: Canyon Springs & Desert Oasis

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statue, the **applicant** for public hearing in the City of Buckeye shall post signs as Prescribed by the "City of Buckeye Site Posting Requirements." **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property and to update the hearing information on the sign until the final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within 10 days after final disposition of the case.**

I confirm that the site has been posted as detailed by the City of Buckeye Site Posting Requirements for the case above and the site was posted at least fifteen (15) prior to the public hearing.

Applicant's/Representative's signature: Meghan Liggett

SUBSCRIBED AND SWORN before me on 08/02/22

Notary Public: MaryBeth Conrad

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 591461
My Comm. Expires Oct 25, 2024

My Commission Expires: 10-25-24

City of Buckeye
PUBLIC HEARING
Planning and Zoning Commission: August 23, 2022 @ 6:00 P.M.
City Council: September 20, 2022 @ 6:00 P.M.
LOCATION OF HEARINGS: City Council Chambers,
530 East Monroe Avenue, Buckeye, AZ
REQUEST: North Star Ranch Community Master Plan Amendment
(previously known as Spurlock Ranch).
PROPOSAL: North Star Ranch is envisioned as a comprehensive and balanced master planned community that will provide diverse housing and lifestyle opportunities complemented by connected and cohesive parks and open space system and supported by retail and employment centers to serve Community residents.
GENERAL LOCATION: North of Central Arizona Project Canal between Canyon Springs and Desert Oasis Boulevard alignments.
SIZE: 2,818 acres
CASE #: PLZZ-21-00028
APPLICANT CONTACT: Toni Bonar- HILGARTWILSON
PHONE #: 602-490-0535
DEVELOPMENT SERVICES DEPARTMENT
623-349-6207
Posting Date: 8/2/2022
BEARDSLEY PKWY
Maps
Aug 02, 2022 08:20AM
Beardsley Pkwy
Maricopa County

City of Buckeye
PUBLIC HEARING
Planning and Zoning Commission: August 23, 2022 @ 6:00 P.M.
City Council: September 20, 2022 @ 6:00 P.M.
LOCATION OF HEARINGS: City Council Chambers,
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APPLICANT CONTACT: Toni Bonar- HILGARTWILSON
PHONE #: 602-490-0535
DEVELOPMENT SERVICES DEPARTMENT
623-349-6207
Posting Date: 8/2/2022
Maps
Aug 02, 2022 09:17AM
26128 W Tina Ln
Maricopa County

PUBLIC COMMENT

NORTH STAR RANCH PUBLIC COMMENT

Date	Property Owner or other Interested Party	Email/Phone Number	Source of Contact	APN	Owner Address	Comment/Concern	Response
8/8/2022	Christen Sposi	602-505-2393	Phone call.	503-84-002U 503-84-002T	1119 E Blackhawk Dr Phoenix, AZ 85024	1) Wanted to know which meeting she should attend so she could learn more about the project. 2) Wanted to be sure she still had access to her 20-ac property that is located between Nortth Star and the CAP.	1) Explained Planning Commission and City Council functions and that either one would provide information on the project. 2) Explained collector streets will provide access to the parcel located south of North Star Ranch and the CAP.
8/16/2022	Steve Rabenold	928-501-9984	Phone call.	510-05-835	21909 N 261st Ave, Buckeye, AZ 85396	1) Mostly want to know what is happening. 2) Will there be signals. 3) How large is the project. 4) Dirt hauling for the bridge starts about 2 AM.	Responded to his questions during the phone call.
8/15/2022	Kent Pace	480-424-3438	Email.	503-84-002G 503-84-002J 503-84-002L 503-84-002D 503-84-002E	3850 E Baseline Road Suite 114 Mesa, AZ 85206	1) Did not receive letter. Neighbor provided a copy. 2) Describe brief description on changes. 3) Requested a digital copy of the submittal. 4) Offered to speak in support of the project.	Sent an email response with a summary of CMP changes, sent a digital copy of the CMP, and that the owner/developer wants to reach out to him after he returns from his travels.

North Star Ranch

PLZZ-21-00.028

Notifications for:

City Council – December 19, 2023

THE ARIZONA REPUBLIC

PO Box 194, Phoenix, Arizona 85001-0194

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PNI-Arizona Republic

AFFIDAVIT OF PUBLICATION

HILGARTWILSON
2141 E HIGHLAND AVE # 250
PHOENIX, AZ 85016-4787

City of Buckeye
NOTICE IS HEREBY GIVEN that the City of Buckeye City Council will hold a public hearing on Tuesday, December 19, 2023, in the City Council Chambers, 530 E Monroe Avenue, Buckeye, Arizona, at 6:00 p.m., for the purpose of hearing all persons for or against the following request:
Case No. PLZ21-00028: Request for the approval of a 2,818-acre Community Master Plan Amendment for the North Star Ranch master planned community (previously known as Saurlock Ranch) generally located north of the Central Arizona Project Canal between the Canyon Springs and Desert Oasis Boulevard alignments within Sections 10, 13, 14 and 15 of Township 4 North, Range 4 West of the Gila and Salt River Base and Meridian.
For additional information, please contact the Development Services Department at (623) 349-6207.
Pub: Dec 3, 2023

This is not an invoice

Order # 0005862983 # of Affidavits 1

P.O #

Issues Dated:

12/03/23

STATE OF WISCONSIN
COUNTY OF BROWN } **SS.**

I, being first duly sworn, upon oath deposes and says: That I am the legal clerk of the Arizona Republic, a newspape of general circulation in the counties of Maricopa, Coconino, Pima and Pinal, in the State of Arizona, published weekly at Phoenix, Arizona, and that the copy hereto attached is a true copy of the advertisement published in the said paper in the issue(s) dated indicated.

Sworn to before me this
3 RD day of
DECEMBER 2023

Notary Public

My Commission expires: 9/19/27

VICKY FELTY
Notary Public
State of Wisconsin

Affidavit of Mailing Notice

Case Number: PLZZ-21-00028

Project Name: North Star Ranch CMP Amendment

Applicant Name: Toni Bonar

Location: North of CAP Canal between Desert Oasis Blvd & Canyon Springs Blvd alignments

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statue, the applicant for public hearings in the City of Buckeye shall secure the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and shall send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing date.

I confirm that I secured the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and did send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing.

See attached copies of all sent letters and address lists.

Applicant's / Representative's signature: Toni Bonar

SUBSCRIBED AND SWORN before me this 01 day of December, 2023, by:

Notary Public

Hugo Tolentino
Notary Public - Arizona
Maricopa County
My Commission # 596911
Expires January 12, 2025

My Commission Expires:
01/12/2025

AFFIDAVIT OF SIGN POSTING
City of Buckeye

Case No: PLZZ-21-00028
Project Name:
Applicant Name: Hilgart Wilson
Location: Canyon Springs & Desert Oasis

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statue, the **applicant** for public hearing in the City of Buckeye shall post signs as Prescribed by the "City of Buckeye Site Posting Requirements." **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property and to update the hearing information on the sign until the final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within 10 days after final disposition of the case.**

I confirm that the site has been posted as detailed by the City of Buckeye Site Posting Requirements for the case above and the site was posted at least fifteen (15) prior to the public hearing.

Applicant's/Representative's signature: _____

SUBSCRIBED AND SWORN before me on 11/30/23

Notary Public: _____

My Commission Expires:

5/31/27

JESSE SIMPSON
Notary Public - Arizona
Maricopa County
Commission # 650315
My Comm. Expires May 31, 2027

When recorded, return to:

City of Buckeye
Attention: Lucinda J. Aja, City Clerk
530 East Monroe Avenue
Buckeye, Arizona 85326

NORTH STAR RANCH

DEVELOPMENT AGREEMENT

DATED DECEMBER 19, 2023

BY AND BETWEEN

THE CITY OF BUCKEYE, AN ARIZONA MUNICIPAL CORPORATION,

AND

FESTIVAL RANCH NORTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY

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DEVELOPMENT AGREEMENT
(North Star Ranch)

1. Date. The effective date of this Development Agreement ("**Agreement**") is December 19, 2023 (the "**Effective Date**").

2. Parties. The parties to this Agreement are:

CITY OF BUCKEYE, ARIZONA ("**City**")
Attention: Dan Cotterman, City Manager
530 East Monroe Avenue
Buckeye, Arizona 85326

FESTIVAL RANCH NORTH, LLC ("**Owner**")
a Delaware limited liability company
Attention: Larry Yount
5040 E. Shea Blvd., Ste. 254
Scottsdale, AZ 85254

3. Background. The following is the background to this Agreement:

3.1. Owner is the owner of approximately 2,818 acres of land located in the City, which land is more particularly described in the attached **Exhibit A** (the "**Land**") and depicted in the attached **Exhibit B**. Pursuant to the General Plan and Land Use District Map of the City, the Land is located in a Planned Community Land Use District.

3.2. On March 29, 2005, the City of Buckeye (formerly the Town of Buckeye) and Owner's predecessor in interest entered into a development agreement in connection with the Land which was recorded on March 30, 2005 in the Official Records of the Maricopa County Recorder at document number 2005-0392717, and later amended by the parties pursuant to the First Amendment to Development Agreement for Spurlock Ranch Community Master Plan on November 21, 2006 and recorded on December 1, 2006 in the Official Records of the Maricopa County Recorder at document number 20061575697 (the foregoing described development agreement and amendment collectively referred to as the "**Former Development Agreement**") The Former Development Agreement has expired by its terms and the City and Owner desire to enter into this Agreement in connection with development of the Land in accordance with the terms and provisions herein set forth.

3.3. On March 15, 2005, the City of Buckeye (formerly the Town of Buckeye) approved a community master plan for the Land (Ordinance No. 16A-05) that set forth the zoning and regulatory framework for Spurlock Ranch master planned community, which was later amended in the First Amendment to Development Agreement for Spurlock Ranch Community Master Plan dated November 21, 2006. ("**Spurlock Ranch CMP**").

3.4. The City of Buckeye (formerly the Town of Buckeye) adopted the 2008 General Plan on January 18, 2008, which reflected a mix of compatible low density, medium density, and

regional commercial land uses within the former Spurlock Ranch CMP. The most recent major general plan amendment update was ratified on August 28, 2018 and is referred to as "Imagine Buckeye 2040 GP." The Imagine Buckeye 2040 GP changed the land use from the 2008 General Plan within the former Spurlock Ranch CMP area to Master Planned Community. The Master Planned Community Land Use Designation is compatible with all Community Master Plans in the City of Buckeye and allows flexibilities in current and any future land use proposal guided by a series of goals and policies.

3.5. Owner desires to enable development of the Land as a phased planned development and such phasing has been generally described in the North Star Ranch CMP (as defined below) and accepted by the City.

3.6. On March 4, 2022, the Owner submitted for approval a revised application to amend the Spurlock Ranch CMP, including the following documents pertaining to the Land: project narrative; land use, circulation and infrastructure plans; list of permitted uses, recreational amenities and design themes, development standards and review procedures along with the supporting technical studies, which documents are intended by Owner to collectively constitute a Community Master Plan (the **"North Star Ranch CMP"** or **"North Star Ranch"**) pursuant to the City of Buckeye Development Code (the "**Development Code**").

3.7. City and Owner desire to enter into this Agreement to approve the CMP for the Land pursuant to A.R.S. § 9-500.05 and Section 8.6.3 of the Development Code.

3.8. On December 19, 2023, by Ordinance No. 52-23, ("**Ordinance**") City approved this Agreement and the CMP.

4. Agreement. For good and valuable consideration, including the benefits to City and Owner as described above, City and Owner agree as is more specifically set forth in this Agreement.

5. Community Master Plan.

5.1. The North Star Ranch CMP is hereby approved, and the types of uses, together with the densities and intensities of such uses for each development parcel located on the Land as shown in the North Star Ranch CMP, are hereby established. Subject to Section 12 of this Agreement, the North Star Ranch CMP, together with the conditions of approval set forth on **Exhibit C** attached hereto, and any amendments to the North Star Ranch CMP or the conditions, shall control as to any issues not covered by the Development Code or by any other Laws or Regulations. This Agreement shall control as to any inconsistency between the North Star Ranch CMP and this Agreement. This Agreement satisfies Section 8.6.3 of the City Development Code that requires that a Community Master Plan be adopted with a development agreement.

5.2. The Land may be planned and developed in phases (individually "**Phase**" and collectively "**Phases**"). Owner shall have the right to plan and develop more than one Phase at a time, with the location, rate, timing and sequencing to be determined by Owner, provided, however the City may require a different development phasing plan if such location or sequencing determinations by the Owner materially adversely affect the City's ability to provide municipal services to the Phase. Should a development phasing plan pursuant to this Section 5.2 be created

and/or modified, then any such development phasing plan or modification shall not necessitate an amendment to this Agreement, but shall be retained in the City's official file for the Land.

5.3. The City reserves the right to require reasonable dedications of part of the Land for fire stations pursuant to the provisions of this Agreement, open space and other public purposes as part of City's final development approvals in addition to those areas shown on the CMP, subject to Owner's rights under applicable United States and Arizona statutory and case law. Owner represents to the City that it has entered into a school dedication agreement with Wickenburg Unified School District No. 9 that sets forth Owner's commitments to provide school sites within the Land to serve North Star Ranch. If any governmental entity adopts a school impact fee that Owner is obligated to pay which covers the dedication of land, capital costs or related public infrastructure costs for construction of or for the benefit of a public school and which such fee is paid to the City, the parties agree to work in good faith to provide credit, as allowed by law, against the school impact fee to offset such land dedications, capital costs or related public infrastructure costs made by Owner.

6. Laws and Regulations.

6.1. The City of Buckeye Code of Ordinances ("**City Code**"), as amended from time to time, including but not limited to that portion titled the Development Code as well as design, detail, and construction standards adopted by City Council from time to time, shall govern the development of the Land subject to the uses, and development standards, densities and other provisions as provided in the North Star Ranch CMP, as amended. The City must be able to regulate the planning and development of the Land and the construction and installation of improvements on the Land in order to serve the best interests of the City. Consequently, the City reserves the right, exercising its sole and absolute discretion, to amend the existing City Code, the Development Code, or to adopt new laws, rules, regulations and standards of development for the City, whether by ordinance or resolution, or official policies and procedures (all of the foregoing, collectively, and as amended or adopted from time to time, referred to as the "**Laws and Regulations**"). The Laws and Regulations in effect at the time of development and/or the issuance of a permit to construct or make improvements, which includes construction of any public infrastructure required pursuant to this Agreement, shall apply to the Land subject to any provisions within the CMP that conflict with the Laws and Regulations wherein the CMP shall govern. Additionally, the preliminary plat for North Star Ranch Phase 1 (PLZS-21-00134) as approved by the City and subject to all applicable stipulations ("**NSR Phase 1**") is not subject to future changes to the Laws and Regulations for a period of five (5) years from the date of final approval of NSR Phase 1 and may develop as initially approved and subject to all currently applicable Laws and Regulations.

6.2. Notwithstanding the provisions of Section 12 of this Agreement, future Laws and Regulations shall apply to the Land regardless of the impact on the development of the Land, if such future Laws and Regulations are required or mandated by federal, state or county law or regulation; required or imposed by judicial or regulatory action; or necessary to alleviate or otherwise contain threats to public health or safety.

6.3. Any change to the Laws and Regulations as allowed in this Section 6 shall not discriminate against Owner and the Land, and any change shall be uniformly applied to all similar

land and landowners at such time such land is within the boundaries of City. The applicability of future changes in the Laws and Regulations to the Land will be construed as a condition to development imposed by operation of law and this Agreement shall not convert such conditions and operation of law into a contractual obligation of Owner.

7. Infrastructure.

7.1. The construction and installation of the water and wastewater facilities, public streets and bridges, curbs, gutters, sidewalks and traffic control, directional signs, and other public infrastructure and public facilities on the Land as required by the CMP and the Laws and Regulations (collectively, "**Infrastructure**") shall be subject to and in compliance with the Laws and Regulations. Owner shall cause all the Infrastructure required by the CMP to be constructed and installed at no cost to the City and in accordance with the requirements of this Agreement. To the extent this Agreement does not address the timing of the construction of a portion of the Infrastructure, such Infrastructure may be constructed in segments that correspond to the Phases, if any set forth in the CMP or, if none, as determined by Owner. In the event the City requires infrastructure to be sized or constructed to serve and benefit other off-site property or projects, the cost of constructing such oversized or regional public infrastructure may be reimbursed by the City through (i) a public infrastructure reimbursement agreement in accordance with Chapter 20 of City Code, as may be amended, subject to budgeted and appropriated funding at the time of construction of the oversized regional public infrastructure, or (ii) such other reimbursement mechanism acceptable to the City such as reimbursement through impact fees or a repayment agreement established pursuant to a benefit study prepared in accordance with Sections 20-11-4 through 20-11-7 of the City Code, as may be amended. If a reimbursement agreement with acceptable reimbursement mechanism is not available, then the City will not require oversizing to be constructed by Owner. All Infrastructure shall be installed in a workmanlike manner in conformity with the plans and specifications that are submitted to and approved by City in connection with the CMP or each Phase. Dedication of Infrastructure or construction of Infrastructure within public rights-of-way or easements by the Owner shall not constitute acceptance of the Infrastructure by the City or for purposes of starting any warranty period. Acceptance of any and all Infrastructure by the City for purposes of the City assuming maintenance and repair obligations and for purposes of commencing the warranty period shall be expressly evidenced by the City as provided herein.

7.2. Upon completion by the Owner of any Infrastructure pursuant to Section 7.1 of this Agreement, the Owner shall notify the City in writing of the presumptive completion of such Infrastructure. So long as such Infrastructure is constructed in accordance with the approved plans and the requirements of Section 7.1, as verified by the inspection of the completed improvements by the City Engineer and all punch list items have been completed, the City shall accept the Infrastructure, unless such Infrastructure is to be owned or accepted by some other governmental entity. The City shall notify the Owner, in writing, of the City's acceptance of the Infrastructure as of the day of the final inspection. Acceptance of any Infrastructure is expressly conditioned upon a two-year warranty for such Infrastructure, as provided in Section 7.3, below. Except as provided in Section 7.4 below, after acceptance of any Infrastructure, the City thereafter shall maintain, repair and operate such Infrastructure at its own cost. Owner, at no cost to City, shall dedicate rights-of-ways or convey public easements necessary for the construction, installation, operation and maintenance of the Infrastructure as required by City, which rights-of-ways or easements may be located adjacent to or in other public and private rights-of-ways or easements.

7.3. Owner shall give to City a two year warranty for all Infrastructure, which warranty shall begin on the date that City accepts the Infrastructure as provided in this Section. Any material deficiencies in material or workmanship identified by City's staff during the two year warranty period shall be brought to the attention of Owner(s), who provided the warranty, who shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of City's staff. Continuing material deficiencies in a particular portion of the Infrastructure shall be sufficient grounds for City to require (i) an extension of the warranty for an additional two year period or, (ii) the proper repair of, or (iii) the removal and reinstallation of that portion of the Infrastructure that is subject to such continuing deficiencies. Regardless of whether the two year warranty period has expired, the Owner agrees to repair any damage to the Infrastructure caused by Owner's construction activities on the Land. Nothing contained herein shall prevent the City or Owner(s) from seeking recourse against any other third party for damage to the Infrastructure caused by such third party.

7.4. Owner shall maintain and repair all Infrastructure comprised of streets, parkways and alleys and all appurtenances thereto at its expense, for a period of one (1) year from the date the City accepts the Infrastructure pursuant to Section 20-8 of City Code, as may be amended. Such maintenance shall consist of all maintenance and repair actions reasonably required by customary engineering industry standards for each item of Infrastructure. Notwithstanding the foregoing, Owner agrees to forever maintain all landscaping located within the public easements and rights-of-way located on the Land and such obligation shall survive the termination or expiration of this Agreement; provided, however, Owner may assign this obligation to one or more homeowner associations ("**HOA**") provided such HOA is legally bound to such landscaping maintenance obligation and has adequate financial ability, acceptable to the City, to bear such obligation.

7.5. Traffic Count and Analysis. A traffic impact analysis has been submitted and must be approved by the City prior to the submission of any final construction plans or final plats. The Owner agrees that going forward a traffic count and analysis for North Star Ranch shall be prepared and updated on a regular, but no more than annual, basis by Owner, starting on the date that is one year after the issuance of the first building permit for vertical construction ("**TCA**"). The due date, form and scope of the TCA will be coordinated with the City and may include traffic counts at City approved locations and times, analysis of stop sign warrants, and analysis of traffic signal warrants as required by the City. As part of roadway phasing, additional traffic counts may be requested by the City to determine the Average Daily Traffic ("**ADT**") on phased road sections to determine if the specific road section is nearing its capacity pursuant to Section 6-3 Table 1 of the City's Engineering Design Standards and as provided for in this Agreement.

7.6. Canyon Springs Boulevard Bridge. Included within the Infrastructure to be constructed and installed by Owner at Owner's sole cost, subject to Owner's rights to enter into a reimbursement pursuant to Section 7.1 above to establish proportionate share reimbursement by other benefitted property owners, is the Canyon Springs Boulevard bridge over the Central Arizona Project ("**CAP**") canal, which shall be completed in accordance with City requirements prior to the issuance of any residential building permit on the Land. The bridge will not be phased and will be constructed to its ultimate width as required for three lanes of traffic each direction (76' face of curb to face of curb); street improvements will initially be striped for 2 lanes each direction. A Jersey or similar barrier, as approved by the City Engineer, shall be included in the Owner's

construction of the Canyon Springs Boulevard bridge to provide a physical barrier so that emergency vehicles can use either side of the bridge to access the development. This barrier does not meet the requirements of the City's Fire Code for two points of access, and Owner shall be required to provide two points of access to the Land as set forth in this Agreement. If construction of the Canyon Springs Boulevard Bridge is complete and accepted by the City by the date of City Council approval of this Agreement, then the construction obligations of Owner in this Section 7.6 shall be deemed satisfied.

7.7. Second Bridge at Desert Oasis Boulevard.

7.7.1. *Permanent Second Bridge*. Owner shall, at Owner's sole cost, subject to Owner's rights to enter into a reimbursement pursuant to Section 7.1 above to establish proportionate share reimbursement by other benefitted property owners, construct the second bridge over the CAP Canal at the Desert Oasis Boulevard alignment ("**Permanent Second Bridge**"), which such bridge construction shall be allowed in two phases with each phase having three lanes as approved by the City.

7.7.1.1. *Phase 1*. Design of phase 1 of the Permanent Second Bridge must commence on or before the Canyon Springs Boulevard Bridge reaches a road volume meeting the City's lower limit of 5800 ADT per lane capacity as adopted in Section 6-3, Table 1 of the City's Engineering Design Standards, as amended from time to time. Construction of the Permanent Second Bridge must be completed on or before the Canyon Springs Boulevard Bridge reaches the median ADT per lane as adopted in Section 6-3, Table 1 of the City's Engineering Design standards, as amended from time to time. At the time of design and construction of the Permanent Second Bridge, Owner shall also design and construct improvements to Desert Oasis Boulevard to a minimum of a complete half street consisting of three lanes, one lane in each direction and a center lane, curb, gutter, sidewalk and a raised median with lighting as approved by the City.

7.7.1.2. *Phase 2.* At such time that phase 1 of Desert Oasis Boulevard reaches a road volume meeting the City's lower ADT limit per lane for a two lane collector street, as adopted in Section 6-3, Table 1 of the City's Engineering Design Standards, as amended from time to time, Owner shall commence design of the expansion of Desert Oasis Boulevard to its full street cross section and commence design of phase 2 of the Permanent Second Bridge. At such time as the Desert Oasis Boulevard traffic volume reaches the median lane volume, as adopted in Section 6-3, Table 1 of the City's Engineering Design Standards, as amended from time to time, Owner shall commence construction to complete phase 2 of Desert Oasis Boulevard and phase 2 of the Permanent Second Bridge. If Desert Oasis Boulevard is not under construction by Owner to expand beyond the one lane in each direction and roadway capacity has exceeded the median volume by 10% for a two lane collector as determined by the City, no additional building permits will be issued by the City for the Land until the road is widened to its ultimate cross section, unless otherwise approved by the City Engineer. Subject to approval by the City Engineer and

subject to a potential pro rata contribution by Owner to adjacent development(s) constructing new roadways which will reduce ADT on Desert Oasis Boulevard and the Permanent Second Bridge, Owner will not be responsible for construction of phase 2 of Desert Oasis Boulevard and phase 2 of the Permanent Second Bridge if construction of another roadway or other improvements are imminent and which are anticipated to reduce the ADT on phase 1 of the Desert Oasis Boulevard and phase 1 of the Permanent Second Bridge to acceptable levels.

7.7.2. *Interim Secondary Bridge and Access.* Prior to the construction of phase 1 of the Permanent Second Bridge, a secondary emergency access is required and must be constructed prior to release of a building permit for vertical construction within the first phase of development. This interim secondary access may utilize the existing Central Arizona Project bridge at approximately the 275th Avenue alignment ("**Interim Second Bridge**"). Interim improvements may be required for the Interim Second Bridge provided that the City shall not require permanent improvements. Prior to the release of a building permit for vertical construction within the first phase of development, an all-weather access, or other surface that complies with County PM-10 requirements, starting at the existing pavement of Beardsley Parkway and continuing to a paved collector road connection in the first phase of development as shown on the "Depiction of Phase 1 and Phase 1 Access" exhibit attached hereto as **Exhibit D,** shall be constructed to allow access to the Interim Second Bridge. All wash crossings along this emergency all-weather access road shall pass a minimum of the 25-year 2 hour storm under them and the 100 year 6 hour over a paved section of the road with a water depth no greater than 6 inches.

7.7.3. Happy Valley Road. Owner shall dedicate the half-street rights of way ("**ROW**") and a public utility easement for Happy Valley Road along the north property line of the Land. This ROW may be used on an interim basis for the collection and conveyance of offsite storm water. At such time as the property north of the Land develops, the ROW may be converted to the south half of Happy Valley Road with full improvements, all as required by the City. Owner has no obligation to design or construct, or bear any expense, for the future build out of Happy Valley Road. The foregoing ROW, while being used as drainage for the Land, shall be maintained, at no cost to the City, by the Owner or HOA.

7.7.4. Widening of Phased Roadway Sections. Owner shall have the responsibility of widening roadway sections ("**Phased Roadway Section(s)**") that exceed the City's median adopted lane capacities in Table 1 of Section 6-3 of the City's Engineering Design Standards, unless otherwise approved by the City Engineer. These criteria will be applied to all Phased Roadway Sections that are not constructed initially to their full build out cross-section. At such time that a Phased Roadway Section, or segment thereof, reaches a road volume meeting the City's lower limit ADT per lane as adopted in Section 6-3 Table 1 of the City's Engineering Design Standards, Owner shall start design of roadway expansion plans for that specified section of roadway. At such time the road segment volume

reaches the median lane volume specified in said standard Owner shall start construction of the specified road segment. If Owner has not started the construction of a roadway segment that has exceeded the median ADT by 10% for said roadway, no additional building permits will be issued by the City for the Land until the road is under construction, unless otherwise approved by the City Engineer. Phased roadway segments that will be analyzed in the TCA will be all phased roads on the Land as well as Canyon Springs Boulevard from Sun Valley Parkway to the Land and Desert Oasis Boulevard from Sun Valley Parkway to the Land. Subject to approval by the City Engineer and subject to a potential pro rata contribution by Owner to adjacent development(s) constructing new roadways which will reduce ADT on any Phased Roadway Section, Owner will not be responsible for construction of any Phased Roadway Section if construction of another roadway or other improvements are imminent and which are anticipated to reduce the ADT on the Phased Roadway Section to acceptable levels.

7.7.5. Recharge Facility/Facilities; Reclaimed Water; Direct Reuse. Owner shall, at Owner's sole cost, construct an underground storage facility (as defined in A.R.S. §45-802.01) ("**USF**") at a location demonstrated to the City's satisfaction that complies with statutory, regulatory, and City requirements. The stored water in the USF must be in the area of impact of the City's municipal wells to allow for the municipal wells providing water service to the Land to be permitted by the City as recovery wells. Once construction of the USF has been completed in accordance with City and state requirements, and accepted by the City, Owner shall convey the USF and any associated public infrastructure needed to operate the USF, along with the site on which the USF has been constructed, to the City, all at no cost to the City. Owner agrees to grant easements to the City that are needed for the operation and maintenance of the USF. Owner may store water in the USF subject to valid storage permits and pursuant to City requirements. Subject to separate written agreement between the City and Owner, Owner may purchase reclaimed water/effluent from the City for the direct reuse of the reclaimed water on the Land.

8. Flood Control. Flood control measures for the Land shall comply with the requirements of the United States Army Corp of Engineers, and the Laws and Regulations, and, to the extent they are not superseded by the United States Army Corp of Engineers or the Laws and Regulations, the requirements of the Maricopa County Flood Control District.

9. Community Facilities Districts; Street Light Improvement District; Maintenance Improvement District.

9.1. Community Facilities District. The City, in accordance with its adopted Community Facilities Guidelines, will consider any requests by Owner of the City to form a community facilities district comprised of the Land in order to aid in financing the cost of the Infrastructure. Nothing contained herein shall be construed to compel the City to form a community facilities district or for the community facilities district, if formed, to finance any Infrastructure.

9.2. Street Light Improvement District.

9.2.1. Owner shall, as part of the required public infrastructure on the Land, and in accordance with City Code, construct, install and dedicate to the City, at no cost to the City, street lights on all public streets, including major arterials, minor arterial and collector streets.

9.2.2. Owner shall initiate the formation of a street light improvement district prior to final plat approval by executing and presenting to the City a petition for the formation of the street light improvement district, in a form approved by the City, for the purposes of paying the cost of the electricity, operation and maintenance of the street lighting system on the Land.

9.2.3. Following the presentation of the petition for the formation of a street light improvement district in a form approved by the City, the City will commence improvement district proceedings to form a street light improvement district and to assess the cost of electricity, operation and maintenance of street lights against the property within the street light improvement district.

9.3. Maintenance Improvement District.

9.3.1. Owner shall, in accordance with City Code, initiate the formation of a maintenance improvement district prior to final plat approval by executing and presenting to the City a petition for the formation of the maintenance improvement district, in a form approved by the City, formed for the purpose of providing for operation, maintenance, repair and improvement of parkings, parkways, retention basins and detention basins within, adjacent to, or that serve the district, and public landscaping, street lights, all headwalls, pumps, piping, canals, washes, ditches, storm drain inlets, scuppers, dry wells, and other adjuncts and appliances related to such parkings, parkways, retention basins and detention basins.

9.3.2. Following the presentation of the petition for the formation of a maintenance improvement district in a form approved by the City, the City will commence improvement district proceedings to form a maintenance improvement district which will allow the City to assess the cost of operation, maintenance, repair and improvement of parkings, parkways, retention basins and detention basins within, adjacent to, or that serve the district, and public landscaping, street lights, all headwalls, pumps, piping, canals, washes, ditches, storm drain inlets, scuppers, dry wells, and other adjuncts and appliances related to such parkings, parkways, retention basins and detention basins within the Land if the City determines the HOA is not adequately providing maintenance.

10. Fees and Credits/Reimbursement. Pursuant to A.R.S. §9-463.05, Owner shall pay to City applicable development impact fees (**"Development Fees"**) that are imposed by City as of or after the date of this Agreement, subject to offsets and credits or reimbursements, as allowed by law.

11. Services.

11.1. The City shall, to the extent permitted by law, include the Land in the City's municipal service area and, upon Owner's construction and installation of the necessary Infrastructure as required by the Laws and Regulations or the CMP, the City shall provide to the Land such utility and other services in a manner that is similar to that by which City provides such utilities and services generally to the residents of City, including sewer, water, garbage, fire and police. With respect to municipal water service to the Land, Owner shall be required to provide the City with a source and supply of water capable of serving the Land for 100 years and evidence of such 100-year supply shall include the issuance of a certificate of assured water supply for the Land by the Arizona Department of Water Resources *(***"ADWR"**) unless the City has received a designation of assured water supply from ADWR that includes the Land within such designation. To the extent a court or other governmental agency determines that the City shall not provide one or more municipal services to all or part of the Land, the City shall not be liable for any damages, costs or expenses incurred or suffered by Owner as a result of the City's inability to serve.

11.2. Since City does not have a current source of capital to offset the capital expenditures related to police and fire service, the Owner agrees to do the following in connection with the development of the Land:

11.2.1. Dedicate a real property parcel of the Land (exclusive of streets and other publicly dedicated parts of the Land) for one permanent, combined police substation, police communication tower or equipment, and fully-operational fire station ("**Public Safety Facility**"). Owner acknowledges and agrees that any Public Safety Regional Wireless Communication sites shall be exempt from restrictions for site locations, size and height requirements and such sites shall be for public safety purposes only. Land to be dedicated for the Public Safety Facility shall be provided as shown on the attached **Exhibit E**.

11.2.2. Pay the costs for the City to design, construct, furnish and equip, the Public Safety Facility. The Public Safety Facility shall be a minimum size as reasonably required by the City to serve the Land. The building, furnishings and equipment shall be of a standard design or specification adopted by the City. The fire station shall be a minimum of three bays, and all equipment reasonably necessary for a fully-operational facility, including, but not limited to, fire apparatus and vehicles. In addition, Owner shall be required to install, at Owner's cost, City-approved automated pre-warning signs or a public safety signal on adjacent streets to warn the traveling public of an emergency event. The police substation to be constructed by the City as part of the Public Safety Facility shall be attached to the fire station, and built pursuant to, and in accordance with, standard City requirements. City agrees that Owner will not be responsible for any operations and maintenance costs for the Public Safety Facility.

11.2.3. The Public Safety Facility shall be constructed and completed in accordance with City requirements prior to the any of the following: (1) City release of the first non-school commercial building permit, (2) City release of the 2185th single family home permit, or (3) seven (7) years from the date of issuance of the first vertical building permit. Commencing at the time of issuance of the first vertical building permit, and until the issuance of a certificate of occupancy for the

Public Safety Facility, Owner shall pay 100% of the City's cost for the staffing of 6 of the 15 daily fire personnel necessary for full fire coverage and 100% of the City's cost for the staffing of 1 sworn police officer for full sworn police officer coverage (**"Required Public Safety Staffing")**. The City will provide written invoices to Owner for the Costs of the Required Public Safety Staffing, which invoices must be paid no later than thirty (30) days after the date of the invoice. One year prior to the City's planned start of construction for the Public Safety Facility, but no later than six (6) years from the date of issuance of the first vertical building permit, Owner shall pay for one fully-equipped fire truck. A temporary fire station or other temporary public safety facilities will not be required by the City.

12. Non-Moratorium. Provided Owner has met the requirements of this Agreement, the City shall not (i) impose a moratorium, (ii) enforce any Laws or Regulations that directly impose material limitations on the rate, timing or sequencing (other than the City's ability to require different sequencing pursuant to Section 5.2 of this Agreement), or (iii) impose any Laws or Regulations which are intended for anti-growth purposes. This prohibition shall not apply to the extent that a limitation may be (a) required or mandated by county, State or federal laws; (b) required or imposed by judicial or regulatory action; or (c) necessary to alleviate or otherwise contain threats to public health or safety. Unless City imposes a moratorium as permitted in this section and subject to all Laws and Regulations, Owner shall be allowed to apply for and receive approvals from City for development on the Land that is consistent with this Agreement and the CMP. Nothing in this Section 12 shall preclude Owner from exercising their rights under applicable United States and Arizona statutory and case law to object to or redress City as to any such moratorium or change in Laws or Regulations.

13. Agriculture Use. Owner shall have the right to use or grant rights to use the undeveloped part of the Land for agriculture purposes, including livestock grazing, but not dairy or feed lot operations, until such time as development begins on that part of the Land provided such uses do not constitute a nuisance to the developed areas of the Land. However, Owner shall use fences, setbacks and other physical buffers to adequately separate the agricultural uses from other uses, and Owner shall utilize agricultural practices to control dust, odors and water runoff and other resulting conditions from the agricultural uses to ensure that such agricultural uses comply with the Laws and Regulations that apply to such agricultural uses.

14. Covenants, Conditions and Restrictions. Owner shall have the right to record one or more declaration of covenants, conditions and restrictions ("**CC&Rs**") for the area of the CMP and each phase to govern the private development and use of the Land. The CC&Rs shall be consistent with this Agreement and the CMP and all applicable Laws and Regulations, and each of the CC&Rs shall be subject to the prior review and approval of City to confirm its compliance with this Agreement and the CMP.

15. Representations and Warranties. As of the date of the execution of this Agreement, the parties represent and warrant to each other as follows ("**Representations and Warranties**"):

15.1. By Owner(s) respectively for themselves only:

(i) Owner is a corporation or limited liability company, duly formed and in good standing in their respective States of incorporation or formation and duly qualified to do business in Arizona.

(ii) Owner has the authority, including the persons signing for each Owner, and the right to enter into this Agreement as authorized by the members of Owner at duly noticed meetings at which quorums were present.

(iii) Owner is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

(iv) Owner has not relied on any representations or warranties of City other than those expressly set forth in this Agreement.

15.2. By City:

(i) The Ordinance was approved and enacted at a duly noticed and held public meeting by the City Council, at which a quorum was present and the execution of this Agreement was authorized.

16. Cooperation.

16.1. City and Owner shall each designate a representative to act as a liaison between City and its various departments and Owner ("**Representatives**"). The Representatives shall be available at all reasonable times to assist with the performance of the parties under this Agreement. The initial representative for City ("**City Representative**") shall be the City Manager, and the initial representative for Owner ("**Owner Representative**") shall be Larry Yount. City Representative and Owner Representative may be changed by the applicable party by giving notice to the other party of the name, title, address and telephone number of the replacement.

16.2. City does and will from time to time, at the election of City, use the assistance of private independent attorneys, accountants, architects, engineers, inspectors and other outside professionals and consultants to assist City in the process of administering the development of land within the boundaries of City, including the Land. If Owner desires to have the City retain additional outside professionals and consultants in connection with the Land, and if the City is willing to do so, the Owner shall reimburse the City for all reasonable fees and costs of the professionals and consultants. Although the City shall have the right to retain and control the professionals and consultants, the City shall consider the Owner's recommendation in connection with the selection of the additional professionals and consultants.

17. Conflicts of Interest. The parties acknowledge that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, as amended.

18. Covenants Running with the Land. The provisions of this Agreement shall be for the benefit of, and shall be a burden upon, the Land, and the provisions of this Agreement shall be covenants running with the Land, without the necessity of an assignment of this Agreement with the conveyance of any part of the Land. However, the provisions of this Agreement shall terminate

as to any Lot (as defined in this Agreement) as provided in the section of this Agreement titled "**Duration**."

19. Defaults. Failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other party ("**Cure Period**"), shall constitute a default under this Agreement; provided, however, that if the failure or delay is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then such party shall have such additional time as may be necessary to perform or comply so long as such party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the Cure Period, the non-defaulting party shall have all rights and remedies that are set forth in Section 20 of this Agreement. In addition to the dispute resolution process and remedies set forth in Section 20 of this Agreement and **Exhibit F** hereto and notwithstanding anything in this Agreement to the contrary, the City shall have the right to withhold the issuance of building permits for improvements on the land affected by such default (regardless of Land ownership) until the Default is cured by Owner. Nothing contained in this section shall prevent City from using any remedies or imposing any fines available to it under the Laws and Regulations for a violation or breach by Owner of any Laws and Regulations.

20. Dispute Resolution Remedies. The parties shall be limited to the remedies and dispute resolution process set forth in **Exhibit F** and in this Section. Any dispute, controversy, claim, or cause of action arising out of or relating to this Agreement shall be governed by Arizona law. The Owner and City agree that any award rendered by the arbitrator (as defined in Exhibit E) pursuant to the provisions of **Exhibit F** shall be binding on both parties, and if either party does not abide by the award rendered by the arbitrator, the provisions of **Exhibit F** shall apply.

21. Duration.

21.1. Unless terminated earlier pursuant to the terms of this Agreement, this Agreement shall automatically terminate as to the Land without the necessity of any notice, agreement or recording by and between the parties twenty-five (25) years after the Effective Date of this Agreement. This Agreement may be extended for additional five (5) year terms upon mutual written agreement by the City and Owner. Upon the termination of this Agreement, neither party shall have any further obligations under this Agreement. However, such termination shall not affect any approval, permit, subdivision map or site plan that has been given, issued or approved by City for any part of the Land as of the date of such termination. The City is willing to have this Agreement be effective for the period of time set forth in this Agreement because of the large number of acres owned by Owner.

21.2. This Agreement shall automatically terminate as to any Lot without the necessity of any notice, agreement or recording by or between the parties anytime the required certificates of occupancy are issued by City for all buildings on a Lot. A "Lot" (collectively "Lots") shall be any part of the Land, including common areas, that is identified in a recorded residential subdivision plat or site plan that has received final approval from the City. This Agreement shall

automatically terminate as to any part of the Land that is dedicated by deed, map of dedication or otherwise for Infrastructure and other public or governmental facilities and uses. Nothing contained in this section shall affect any obligation, tax, charge, assessment, encumbrance or other lien imposed on any Lot by City or a special taxing district formed pursuant to Title 48, Arizona Revised Statutes, as amended.

22. Assignment. Owner shall have the right to sell, transfer or assign ("Transfer") part or all of the Land to any person or entity ("Transferee") at any time during the duration of this Agreement. Owner shall be released from the obligations under this Agreement with respect to the part of the Land that is transferred ("Transferred Land"), subject to the following:

a) Owner has given the City written notice of the Transfer, which shall include a legal description of the Transferred Land and the name, address and facsimile number or email address for notice purposes, of the Transferee;

b) The Transferee has agreed in writing to be subject to all of the provisions of this Agreement as to the Transferred Land; and

c) In the event of a partial Transfer, Owner and the Transferee have submitted to City, and City has approved, in its sole discretion, a written plan providing for the allocation of obligations and responsibilities under this Agreement between the Owners and the Transferee including, but not limited to, those set forth in Section 5 "Community Master Plan", Section 7 "Infrastructure", and Section 11 "Services", such that City's rights and interests under this Agreement are not adversely affected.

d) If Transferred Land is developed as a separate Phase with the approval of City, then any default with regard to the Transferred Land shall not affect the remainder of the Land, and any default with regard to the remainder of the Land shall not affect the Transferred Land. If the Transferred Land is a part of a Phase, then defaults with regard to the Transferred Land in the Phase shall only affect other Land that is a part of the same Phase and only to the minimum extent necessary in accordance with City requirements.

e) Any amendment to this Agreement in connection with the Transferred Land shall affect only the Transferred Land and shall not be an amendment of this Agreement as to the part of the Land that is not transferred. Any Default of this Agreement in connection with the Transferred Land shall affect only the Transferred Land and shall not be a Default under this Agreement as to the part of the Land that is not the subject of a Transfer.

23. Lien Financing. Owner shall have the right at any time, and as often as it desires, to finance the Land and to secure the financing with a lien or liens against the Land. Nothing contained in this section or this Agreement shall constitute a subordination of this Agreement to any voluntary or involuntary obligation, tax, charge, assessment, encumbrance or other lien against the Land.

24. Compliance Confirmation. When requested by either City or Owner, which request can be made from time to time, the other shall use its best efforts to confirm the following in writing to the requesting party within thirty (30) days from the date of the request:

a) This Agreement is unmodified and in full force and effect (or reasons why it is not); and

b) Based upon knowledge, there are not any uncured Defaults under this Agreement (or reasons why there are).

25. No Agency or Partnership. Neither City nor Owner are acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture or other business relationship between City and Owner.

26. No Third Party Beneficiary. This Agreement shall not create any third party beneficiary rights to any person or entity who is not a party to this Agreement, including any lender to the Owner, unless expressly provided to the contrary in this Agreement (and then only to the extent so provided).

27. Construction. The provisions and exhibits of this Agreement shall be construed as a whole consistent with their plain meaning and intent, and they shall not be construed against one party or the other based upon which party prepared or influenced the drafting of any provision or exhibit of this Agreement.

28. Recording. City shall record this Agreement with the County Recorder no later than ten (10) days after the last party to execute this Agreement.

29. Time of Essence and Merger. Time is of the essence of this Agreement. This Agreement, together with all exhibits, which are incorporated herein, constitute the entire agreement between the parties hereto pertaining to the subject matters of this Agreement and the CMP. All prior contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein, and this Agreement constitutes full satisfaction of all claims and liabilities that exist, whether known or unknown, on or before the effective date of this Agreement, between the parties.

30. Benefit and Binding Effect. This Agreement shall be for the benefit of and binding upon the parties hereto and their successors and assigns.

31. Counterpart Signature. This Agreement may be executed in counterpart, each of which shall be deemed an original, and all of which combined shall constitute one and the same instrument.

32. Amendment. Any amendment to this Agreement shall be in writing and signed by the parties.

33. Section Titles. The section titles in this Agreement are not part of this Agreement and are for convenience only.

34. Notices. All notices, requests, waivers, approvals, acceptances or other communications under this Agreement shall be in writing and shall be deemed given when personally delivered or transmitted by facsimile or two days after mailing by certified mail, return receipt requested and

postage prepaid, to the addresses or facsimile numbers set forth in the section of this Agreement titled "Parties," with copies to the following:

For City:		Dan Cotterman, City Manager City of Buckeye 530 East Monroe Avenue Buckeye, AZ 85326
	With a copy to:	K. Scott McCoy, City Attorney City of Buckeye 530 East Monroe Avenue Buckeye, AZ 85326
For Owner:		Larry Yount Festival Ranch North, LLC 5040 E. Shea Blvd., Ste. 254 Scottsdale, AZ 85254
	With a copy to:	Susan E Demmitt Gammage & Burnham PLC 40 N. Central Ave., 20th Floor Phoenix, AZ 85004

35. **Force Majeure.** The performance of either party and the duration of this Agreement shall be extended by any causes that are beyond the control of the party required to perform, such as an act of God, civil or military disturbance and labor or material shortage.

36. **Governing Law.** This Agreement shall be governed by and construed under the laws of the state of Arizona, and any litigation shall take place only in Maricopa County, Arizona.

37. **Waiver of Claims.** Owner, and Owner's successors and assigns, knowingly and voluntarily forever release and discharge the City and all of its past and present elected officials, officers, directors, agents, employees, successors, assigns, attorneys, and representatives from all legal and equitable claims, causes of action, debts, accounts, and damages, known or unknown, asserted or unasserted, and of every nature and extent whatsoever, that the Owner has against the City, and arising from actions, omissions, delays or other events that occurred prior to the date of this Agreement. Owner and all other parties having an interest in the Land intend to encumber the Land with the following agreements and waivers. Owner agrees and consents to all the conditions imposed by this Agreement, and by signing this Agreement waives any and all claims, suits, damages, compensation and causes of action for diminution in value of the Land the owner of the Land may have now or in the future under the provisions of A.R.S. §§ 12-1134 through and including 12-1136 resulting from this Agreement or from any "land use law" (as such term is defined in the aforementioned statute sections) expressly permitted or contemplated by this Agreement to be enacted, adopted or applied by the City now or hereafter.

38. **Indemnity.** Owner and its successors or assigns (collectively, ***"Owner"***), shall indemnify, defend and hold harmless the City and each council member, officer, official or employee 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 reasonable attorneys' fees) to which any such Indemnified Party may become subject, at law or in equity or otherwise ("***Claims***"), insofar as such Claims (or actions in respect thereof) arise out of or are based upon any provisions of this Agreement, except for those Claims which have been adjudicated to be caused by the City's gross negligence or intentional misconduct. An Indemnified Party shall, promptly after the receipt of written notice or actual knowledge of a Claim against such Indemnified Party in respect of which indemnification may be sought against Owner, notify Owner (as provided in Section 34 of this Agreement) in writing of such Claim, provided that the failure of the Indemnified Party to give written notice of such Claim shall not relieve Owner from its obligations under this Section except to the extent that such failure prejudices the defense of such action or proceeding by Owner. The Indemnified Party, at its expense, may employ separate counsel and participate in the defense. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify Owner of the commencement thereof, Owner shall promptly assume the defense thereof, with counsel satisfactory to such Indemnified Party and Owner. If Owner promptly assumes the defense of any such Claim and pays all costs incurred in connection therewith, Owner will not be liable to such Indemnified Party under this Section for any legal or other expenses incurred by such Indemnified Party separately in connection with the defense thereof. If Owner does not promptly assume the defense of any such action after written notice from the Indemnified Party, until Owner does assume the defense of such action, the Indemnified Party shall have the right to direct the defense of such action on behalf of such Indemnified Party and settle the action without the consent or approval of Owner and Owner shall pay any settlement amounts and all reasonable attorneys' fees and other costs and expenses incurred in the defense and settlement of any such action. At any time after an Indemnified Party receives a notice of Claim for which indemnification is required under this Agreement, the City may require Owner to provide the City, within thirty (30) days after written notice from the City to Owner, with such financial assurance(s) as the City may require, in its reasonable discretion, sufficient to guarantee Owner's performance of any of its indemnity obligations under this Agreement that are the subject of the notice of Claim.

39. **Attorney's Fees.** The prevailing party in any litigation in connection with this Agreement shall be entitled to its attorneys' fees and costs.

40. **No Waiver of Rights or Remedies.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Owner of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

41. **Certification.** To the extent applicable under A.R.S. § 35-394, Owner certifies that it does not, and will not for the duration of this Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

42. **Severability**. If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect if the remaining provisions permit the parties to achieve

the practical and proportional benefits and obligations of the arrangements contemplated by this Agreement. Otherwise, either party may terminate this Agreement.

43. Signature. The parties have executed this Agreement on the date first above written.

(Signatures on Following Page)

CITY:

CITY OF BUCKEYE, ARIZONA, an Arizona municipal corporation

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

STATE OF ARIZONA
COUNTY OF MARICOPA

On this _____ day of _____, 20___, before me personally appeared Eric W. Orsborn, Mayor of the CITY OF BUCKEYE, ARIZONA, 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 this Agreement on behalf of the City.

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

(Seal and Expiration Date)

_____
Notary Public in and for the State of Arizona

OWNER:

FESTIVAL RANCH NORTH, LLC

Larry Yount, Manager

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 13th day of December, 2023, before me personally appeared Larry Yount in his capacity as Manager of FESTIVAL RANCH NORTH, LLC, 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 this Agreement on behalf of FESTIVAL RANCH NORTH, LLC.

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

(Seal and Expiration Date)

ROBYN Y CALIHAN
Notary Public - Arizona
Maricopa County
Commission # 644305
My Comm. Expires Mar 22, 2027

Notary Public in and for the State of Arizona

EXHIBIT A

(Legal Description of Land)

See following page(s).

EXHIBIT A

NORTH STAR RANCH
OVERALL BOUNDARY
LEGAL DESCRIPTION

PARCEL 1
A portion of land being situated within Sections 10, 11, 12, 13, 14 and 15, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a 3-1/2" GLO brass cap stamped "T4N R4W S12 S13 R3W S7 S18 1915", 1.2' above ground accepted as the Northeast corner of said Section 13 from which a 2-1/2" GLO brass cap stamped "1/4 S13 S18 1915", 1.2' above ground accepted as the East quarter corner of said Section 13 bears South 00°25'40" West, 2641.37 feet;

Thence South 00°25'40" West, 2641.37 feet along the east line of the Northeast quarter of said Section 13 to the East quarter corner of said Section 13;

Thence South 00°24'51" West, 152.51 feet along the east line of the Southeast quarter of said Section 13 to the northwesterly right of way line of the Central Arizona Project Canal;

Thence departing said east line, South 69°27'46" West, 2828.86 feet along said northwesterly right of way line to the west line of the Southeast quarter of said Section 13;

Thence departing said northwesterly right of way line, North 00°24'09" East, 1163.25 feet along said west line to the Northwest corner of the Southeast quarter of said Section 13;

Thence North 89°36'15" West, 2639.63 feet along the south line of the Northwest quarter of said Section 13 to the quarter corner common to said Sections 13 and 14;

Thence North 89°38'22" West, 2636.45 feet along the south line of the Northeast quarter of said Section 14 to the Southwest corner of the Northeast quarter of said Section 14;

Thence South 00°20'25" West, 2643.59 feet along the east line of the Southwest quarter of said Section 14 to the Southeast corner of the Southwest quarter of said Section 14;

Thence North 89°36'21" West, 2645.12 feet along the south line of the Southwest quarter of said Section 14, to the Southwest corner of said Section 14, also being the Southeast corner of said Section 15;

Thence North 89°35'43" West, 1145.85 feet along the south line of the Southeast quarter of said Section 15 to the centerline of an existing Western Area Power Administration (WAPA) transmission right of way recorded as Document No. 93-0411440, records of Maricopa County, Arizona;

Thence departing said south line, North 17°45'50" West, 4768.27 feet along said centerline;

Thence North 17°46'42" West, 791.42 feet along said centerline to a point on the south line of the Southwest quarter of said Section 10, from which the South quarter corner of said Section 10 bears South 89°33'57" East, a distance of 237.18 feet;

Thence departing said south line and continuing North 17°46'42" West, 5560.82 feet along said centerline to the north line of the Northwest quarter of said Section 10;

Thence departing said centerline, South 89°40'31" East, 1970.94 feet along last said north line to the North quarter corner of said Section 10;

Thence South 89°34'28" East, 2642.40 feet along the north line of the Northeast quarter of said Section 10 to the Northeast corner of said Section 10, also being the Northwest corner of said Section 11;

Thence South 89°35'52" East, 2640.04 feet along the north line of the Northwest quarter of said Section 11 to the North quarter corner of said Section 11;

Thence South 89°37'41" East, 2640.48 feet along the north line of the Northeast quarter of said Section 11 to the Northeast corner of said Section 11, also being the Northwest corner of said Section 12;

Thence South 89°32'10" East, 2639.32 feet along the north line of the Northwest quarter of said Section 12 to the North quarter corner of said Section 12;

Thence South 89°41'47" East, 2642.01 feet along the north line of the Northeast quarter of said Section 12 to the Northeast corner of said Section 12;

Thence South 00°24'59" West, 2640.48 feet along the east line of the Northeast quarter of said Section 12 to the East quarter corner of said Section 12;

Thence South 00°22'12" West, 2642.19 feet along the east line of the Southeast quarter of said Section 12 to the **POINT OF BEGINNING**;

TOGETHER WITH:

PARCEL 2
A portion of land being situated within the Southeast quarter of Section 13, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a 2-1/2" GLO brass cap stamped "1/4 S13 S18 1915", 1.2' above ground accepted as the East quarter corner of said Section 13 from which a 3-1/2" GLO brass cap stamped "T4N R4W S12 S13 R3W S7 S18 1915", 1.2' above ground accepted as the Northeast corner of said Section 13 bears North 00°25'40" East, 2641.37 feet;

Thence South 00°24'51" West, 1009.15 feet along the east line of the Southeast quarter of said Section 13 to the southeasterly right of way line of the Central Arizona Project Canal;

Thence departing said east line, South 69°27'46" West, 1067.33 feet along said southeasterly right of way line to the **POINT OF BEGINNING**;

Thence departing said southeasterly right of way line, South 00°00'00" East, 213.57 feet;

Thence South 69°27'46" West, 464.53 feet along a line that is 200.00 feet southeasterly of and parallel with said southeasterly right of way line;

Thence North 00°00'00" East, 213.57 feet to said southeasterly right of way line;

Thence North 69°27'46" East, 464.53 feet along said southeasterly right of way line to the **POINT OF BEGINNING**.

EXCEPT:
That portion of land being situated within the Northwest quarter of Section 10, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a 2-1/2" GLO brass cap stamped "T4N R4W S3 S4 S9 S10 1916", 1.2' above ground accepted as the Northwest corner of said Section 10 from which a 2-1/2" GLO brass cap leaning northwesterly, stamped "1/4 S13 S10 1916", 1.7' above ground accepted as the North quarter corner of said Section 10 bears South 89°40'31" East, 2638.45 feet,

Thence South 89°40'31" East, 667.51 feet along the north line of the Northwest quarter of said Section 10 to the centerline of an existing Western Area Power Administration

(WAPA) transmission right of way recorded as Document No. 93-0411440, records of Maricopa County, Arizona;

Thence departing said centerline and continuing South 89°40'31" East, 939.65 feet along said north line to the west line of an Arizona Public Service (APS) right of way recorded as Document No. 2009-1197110, records of Maricopa County, Arizona;

Thence departing said north line, South 00°21'04" West, 1534.96 feet along said west line to the **POINT OF BEGINNING**;

Thence continuing South 00°21'04" West, 1013.97 feet along said west line to the easterly line of said WAPA transmission right of way;

Thence departing said west line, North 17°46'42" West, 1066.94 feet along said easterly line;

Thence departing said easterly line, South 89°38'56" East, 331.99 feet to the **POINT OF BEGINNING**.

The above described parcels contain a combined computed area of 122,754,337 sq. ft. (2,818.0518 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

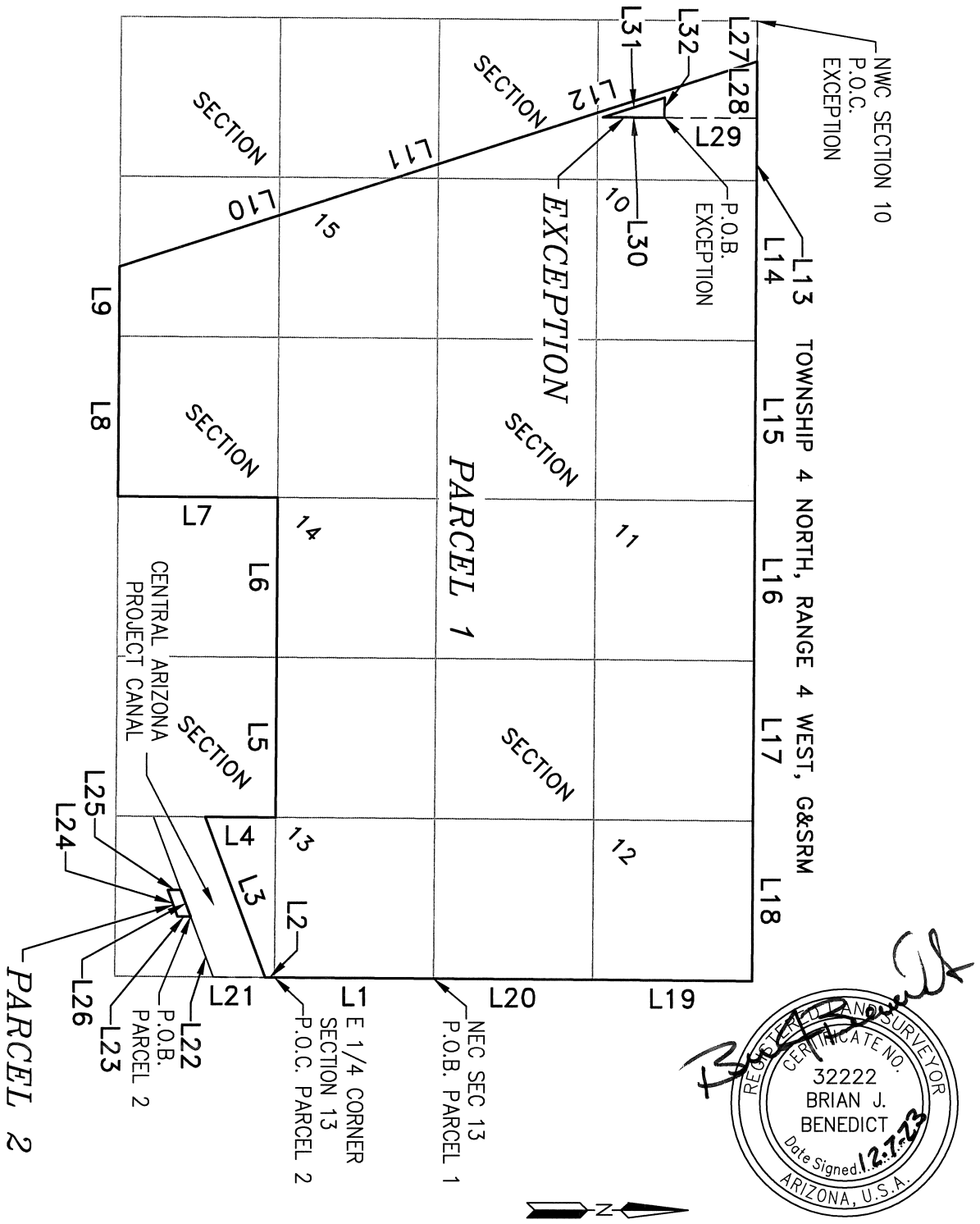
Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1048
Date: December 7, 2023

EXHIBIT B

(Depiction of Land)

See following page.

EXHIBIT B



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J.
BENEDICT
Date Signed 12.7.23
ARIZONA, U.S.A.

PROJ.NO.:	1048
DATE:	JULY 2022
SCALE:	N.T.S.
DRAWN BY:	BJB/GS
CHECKED BY:	BJB

NORTH STAR RANCH
OVERALL BOUNDARY
BUCKEYE, ARIZONA

EXHIBIT B

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

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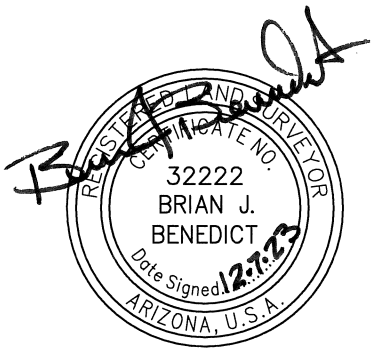
EXHIBIT B

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S00°25'40"W	2641.37'
L2	S00°24'51"W	152.51'
L3	S69°27'46"W	2828.86'
L4	N00°24'09"E	1163.25'
L5	N89°36'15"W	2639.63'
L6	N89°38'22"W	2636.45'
L7	S00°20'25"W	2643.59'
L8	N89°36'21"W	2645.12'
L9	N89°35'43"W	1145.85'
L10	N17°45'50"W	4768.27'
L11	N17°46'42"W	791.42'
L12	N17°46'42"W	5560.82'
L13	S89°40'31"E	1970.94'
L14	S89°34'28"E	2642.40'
L15	S89°35'52"E	2640.04'
L16	S89°37'41"E	2640.48'
L17	S89°32'10"E	2639.32'
L18	S89°41'47"E	2642.01'
L19	S00°24'59"W	2640.48'
L20	S00°22'12"W	2642.19'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L21	S00°24'51"W	1009.15'
L22	S69°27'46"W	1067.33'
L23	S00°00'00"E	213.57'
L24	S69°27'46"W	464.53'
L25	N00°00'00"E	213.57'
L26	N69°27'46"E	464.53'
L27	S89°40'31"E	667.51'
L28	S89°40'31"E	939.65'
L29	S00°21'04"W	1534.96'
L30	S00°21'04"W	1013.97'
L31	N17°46'42"W	1066.94'
L32	S89°38'56"E	331.99'



PROJ.NO.: 1048	NORTH STAR RANCH OVERALL BOUNDARY BUCKEYE, ARIZONA	HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: JULY 2022		
SCALE: N.T.S.		
DRAWN BY: BJB/GS	EXHIBIT B	
CHECKED BY: BJB		

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EXHIBIT C

(Conditions of CMP Approval)

See following page(s).

Planning

a. Development of the property shall be in general conformance to the project narrative report entitled "North Star Ranch Third Community Master Plan Amendment" consisting of 87 pages excluding appendices page count, dated March 4, 2022 and stamped received March 7, 2022, except as modified by the following conditions:

b. Each phase includes a reasonable amount of open space and amenities, as determined and approved by the Planning Division.

c. The property owner(s) and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as result of this approval.

Public Works

d. This subdivision is subject to a Maintenance Improvement District (MID) and in accordance with City of Buckeye Ordinance 42-06. The MID shall be established prior to the recordation of the first Final Plat as determined in the MID guidelines and submitted with the first Final Plat or before.

e. This subdivision is subject to a Street Light Improvement District (SLID) in accordance with City of Buckeye Ordinance 43-05. The SLID shall be established prior to the recordation of the first Final Plat as determined in the SLID guidelines and submitted with the first Final Plat or before.

f. All trash shall be collected through a City of Buckeye licensed trash hauler, including construction debris. Trash enclosures shall be in accordance with City of Buckeye standards.

g. In regards to storm drainage, the City of Buckeye is permitted as a Phase 2 MS4 and is now subject to more stringent standards for stormwater discharge. All stormwater plans must now meet the requirements of the City of Buckeye's MS4 permit as issued by ADEQ (Permit Number AZG2016-002).

Water Resources

h. Waterlines are looped with a minimum of two connections to any phase.

i. Temporary upstream and downstream drainage provisions are provided for any phase to the satisfaction of the City Engineer.

j. The North Star Ranch Master Water Report review comments provided by City of Buckeye Water Resources Department that were provided to HilgartWilson (the applicant) by email on April 18, 2022 will be addressed and all civil documents approved prior to Preliminary Plat approval.

Fire

k. All buildings shall be equipped with a fire protection system as required by City of Buckeye Ordinance 03-22.

l. Two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

m. Residential developments where the number of dwelling units exceeds 20 shall be provided with two separate and approved fire apparatus access roads.

Engineering - General

n. Approval of this CMP Amendment is conditioned upon, and will not be effective, until City Council has approved the requisite development agreement approving this CMP Amendment.

o. Where applicable, no structures may be built on slopes of 15 percent or greater.

p. The Developer shall be required to complete and sign a Public Infrastructure Assurance Agreement prior to the recordation of the first Final Plat. In addition, the Property Owner/Developers shall be required to build or otherwise provide the required infrastructure necessary to serve this project.

q. This subdivision is subject to a Parkway Maintenance Improvement District (MID) formed pursuant to Arizona Revised Statue § 48-574 and in accordance with City of Buckeye Ordinance 42-06 and a Street Light Improvement District (SLID) in accordance with City of Buckeye Ordinance 43-05. These shall be established prior to the recordation of the first Final Plat.

r. All existing overhead power lines less than 69 kV capacity, or any other overhead utilities within the project area or along its boundaries, shall be installed underground.

s. Phasing of public infrastructure shall be subject to a phasing plan as approved by the Development Services Director and City Engineer.

t. Prior to Final Plat recordation, all final civil construction plans and reports including landscaping, irrigation and all lighting improvement plans, shall be reviewed and approved by the City of Buckeye.

u. The Applicant will submit an electronic CAD and GIS file with full construction documents of the development to the City Engineer, Public Works Department, and GIS Administrator upon Final Plat approval in order to maintain current street records and assist in emergency dispatch and response.

v. All existing irrigation facilities located on the site shall be abandoned, relocated, or installed underground. Any District-owned facilities to be located within the right-of-way shall be located near the rear of the right-of-way and the right-of-way shall be extended at least five feet. Any additional right-of-way for District-owned facilities (not to exceed five feet) shall be placed outside of the right-of-way and the public utilities easement.

w. Prior to Final Plat recordation, the City Engineer shall approve all engineering and construction plans and reports for the required infrastructure for the project.

x. Individual project phases must meet Engineering Design Standard requirements, as may be approved by the City, and including but not limited to water, sewer, drainage, and access requirements.

y. All utilities must be designed to serve the regional area as described in the CMP Water, Wastewater and Reclaimed Water Master Plans and as approved by the City Engineer.

Engineering - Drainage

z. Prior to Final Plat approval, the Property Owner/Developer shall provide a letter from the Flood Control District of Maricopa County approving the conceptual design of the proposed construction on the existing alluvial fans, flood plains, floodways or other flood feature managed by the Flood Control District that is affecting this project.

aa. The Property Owner/Developer must accommodate off-site storm water in the project design plans, manage this flow as part of the project, and redistribute it in a like manner and location to the existing conditions. Historic discharge conditions and locations may not be altered unless there are easements or agreements with adjacent downstream landowners that specifically allow altering the discharge conditions, or as approved by the City.

bb. The Property Owner/Developer shall obtain approval from the applicable utility interests for easement location and width, as required for utility purposes.

cc. At the time of improvement plan submittal, the Property Owner/Developer shall provide a comprehensive Drainage Master Plan, which addresses all on-site and off-site drainage requirements and issues. The Drainage Master Plan shall also identify the method by which existing 100-year floodplains will be mitigated.

Engineering - Public Safety

dd. The Buckeye Fire Chief and City Engineer shall determine the number, location, and types of all fire hydrants.

ee. Prior to delivery of any combustible materials to the site for vertical construction, an adequate fire protection system shall be completely operational, with proper fire flow, as approved by the Fire Chief and City Engineer.

ff. The Property Owner/Developer shall dedicate a two and one half (2.5) to three (3) acre site for a public safety facility, with the precise size, shape and location to be approved by the Fire Chief and City Engineer.

Engineering - Streets

gg. The Owner/Developer shall submit a Traffic Impact Analysis at the time of Preliminary Plat or Site Plan for review and approval by the City.

hh. All streets (local, collector, and arterial), sidewalks, parks, and other common areas, as determined by the City Engineer, shall be sufficiently illuminated to ensure the safety and security of persons and property. The City Engineer shall approve all lighting improvements.

ii. All street names shall be subject to final approval by the City of Buckeye and shall conform to the City of Phoenix grid alignment unless otherwise approved by the City.

jj. Pavement sections for all streets shall be determined in accordance with a City Engineer-approved geotechnical analysis, but shall not be less than the City's minimum requirements.

kk. Street signs and sign posts shall be placed at all street intersections, with stop signs where applicable, by the Property Owner/Developer and shall be in place when street paving is completed. Specification for design, construction, location, and installation shall be in accordance with City roadway standards and shall be approved by the City Engineer.

ll. Any traffic signals required due to traffic generated by this project shall be installed by the Property Owner/Developer when warranted, as approved by the City. The Property Owner/Developer may enter into a traffic signal reimbursement agreement pursuant to and in accordance with City code requirements that provides for reimbursement from other private property owners for their proportionate share impact based on percentage of traffic generated by each property owner at project buildout or as otherwise mutually agreed. The projected traffic from each contributing property will be determined by a traffic impact analysis prepared by a registered civil engineer and reviewed and approved by the City.

mm. All traffic signals required within this development are required to be constructed by the Property Owner/Developer when warranted. The Property Owner/Developer may enter into a traffic signal reimbursement agreement pursuant to and in accordance with City code requirements that provides for reimbursement from other private property owners for their proportionate share impact based on percentage of traffic generated by each property owner at project buildout or as otherwise mutually agreed. The projected traffic from each contributing property will be determined by a traffic impact analysis prepared by a registered civil engineer and reviewed and approved by the City.

nn. In the event that access to and within a non-residential site located within the project is proven to be a threat to public safety and security, the Property Owner/Developer is responsible for revising the roadway and access layout to alleviate the City's concerns with respect to public safety and security. Any such changes will be considered a minor change to existing site plan approvals and shall be approved by the City Engineer and the Development Services Director.

oo. The Property Owner/Developer shall submit a Map of Dedication (MOD) to the City of Buckeye dedicating right-of-way for functionally classified roadways when requested to do so by the City. Such right-of-way may be requested by the City to be dedicated in advance of development to permit the construction of needed City infrastructure to adjacent sites.

pp. A bi-directional WB-50 turning diagram is required to be shown for all driveways, drive isles, streets and other access ways. The diagram is required to have a continuous drive path and line segments are not allowed.

qq. Provide a Transportation Impact Analysis for City review and approval. The TIA needs to cover the entire CMP area.

rr. The Canyon Springs Bridge is required to be completed prior to the release of any building permits.

ss. A traffic impact analysis shall be updated on an annual basis by the Owner. This update shall include traffic counts at City approved locations, stop sign warrants, and traffic signal warrants as required by the City.

tt. The Property Owner/Developer shall dedicate the half-street right of way for Happy Valley Road and may use the Happy Valley Road for offsite drainage conveyance on an interim basis. While the project uses the right of way for drainage, the Property Owner/Developer shall maintain the right of way. The City has the right to construct Happy Valley Road within the right of way at any time.

Engineering - Wastewater

uu. At the time of Improvement Plan submittal, the Property Owner/Developer shall submit for review and approval a Sewer Master Plan, which provides sizing calculations for all on-site and off-site sewers.

vv. Prior to Final Plat approval, an effluent irrigation pipe (Purple Pipe) system shall be designed by the Property Owner/Developer and approved by the City Engineer in order to service association maintained landscaping areas, with the exception of smaller landscape areas, landscape areas with low water usage plantings and those landscape areas that are remote and deemed not economically feasible for the extension of Purple Pipe.

ww. The Property Owner/Developer is responsible for providing, at their sole cost and expense, all public infrastructure necessary to serve the project including, without limitation, water and wastewater service in accordance with Ordinance No. 86-06. This includes water supply, infrastructure, and capacity for the production, treatments and delivery of water to the project and the collection, treatment and disposal, including recharge and/or reuse, of wastewater generated at the project.

xx. Recharge facilities shall be located and constructed in a manner that the majority of potable wells, as determined by the City Engineer, for the project can be permitted as recovery wells.

yy. Effluent required for recharge or reuse is directly related to the amount of sewer generation from the land.

zz. All effluent generated by this project is owned by the City.

aaa. Prior to Final Plat approval, a CMP level Wastewater Master Plan must be provided to the City for review and approval.

bbb. Prior to Final Plat approval, a CMP level Reclaimed Water Master Plan must be provided to the City for review and approval.

Engineering - Water

ccc. The Property Owner/Developer is responsible for providing water at the project for construction purposes including obtaining the necessary water rights for the water supply to be used for construction purposes. This includes utilizing non-potable water for construction before using City potable water.

ddd. To the extent allowed by law, all Type-I Non-irrigation and Irrigation Grandfathered Rights associated with the property shall be properly extinguished and the resulting extinguishment credits conveyed to the City of Buckeye or pledged to the City of Buckeye account at the Arizona Department of Water Resources prior to the issuance of any building permits.

eee. The Property Owner/Developer shall allocate any surface water rights to the City prior to the issuance of any building permits.

fff. The Property Owner/Developer shall notify the City's Water Resources Department of the location of any registered and unregistered wells on the property and the Property Owner/Developer and the City's Water Resources Department shall meet and confer to determine if the wells are beneficial or whether they shall be abandoned. Wells shall be abandoned by the Property Owner/Developer if the City's Water Resources Department determines that they present a health and safety hazard or are contributing to groundwater contamination and are not able to be rehabilitated, modified, or re-drilled to prevent the health and safety hazard or groundwater contamination. Abandonment of wells shall be performed pursuant to and in compliance with State law and shall be completed prior to the issuance of any building permits

ggg. Prior to Final Plat approval, the Property Owner/Developer shall produce a Certificate of Assured Water Supply issued by the Arizona Department of Water Resources (ADWR), covering all lots and parcels created, defined, or depicted on said plat. The certificate must be consistent with all Arizona Department of Water Resources ADWR rules and regulations. In the event the City has been designated an assured water provided prior to Final Plat approval, and the ADWR has not yet issued a Certificate or Certificates of Assured Water Supply for the subdivision, a Certificate or Certificates of Assured Water Supply will not be required by the City. The City may instead require as a condition to Final Plat approval that the Property

Owner/Developer provide the City with other evidence demonstrating that there is sufficient volume and quality of water necessary to serve the demands at the subdivision such as a physical availability determination issued by the ADWR along with supporting documentation or that the Property Owner/Developer provide the City with a copy of an analysis of assured water supply, with supporting documentation, issued by the ADWR for the subdivision.

hhh. Prior to Preliminary/Final Plat/Site Plan approval, the Property Owner/Developer shall submit to the City for review and approval Water Master Plans. In order to provide for water production, the Property Owner/Developer may be required to provide additional sites for production wells and water production site on the Preliminary/Final Plat/Site Plan or at off-site locations.

iii. In the event the City has been designated by the Arizona Department of Water Resources (ADWR) as having an assured water supply, the Property Owner/Developer has, prior to Final Plat approval and if requested by the City, reduced the volume of its analysis of assured water supply for the subdivision to allow the City to include the relinquished water supply in the City's designation in order that the City may provide water service to the subdivision; provided, however, the Property Owner/Developer may relinquish a portion(s) of its analysis for assured water supply in connection with water service by the City to a Phase or Phases of development of the subdivision if ADWR approves such partial relinquishment and reduction in the analysis volume without negatively impacting the priority of the remaining reserved groundwater under the Property Owner/Developer's analysis of assured water supply. The Property Owner/Developer acknowledges that the City is preparing to submit to ADWR its application for designation as an assured water provider and the Property Owner/Developer agrees to cooperate with and support the City's efforts in processing its designation application. The Property Owner/Developer further agrees that it shall submit to ADWR its request to reduce its analysis, by the volume required to meet the demand of the development included in the designation, as applicable and as requested by the City, upon (1) ADWR's administrative determination that the City's designation application is complete; and (2) written notice from ADWR to the City that ADWR is prepared to issue its order designating the City as an assured water provider upon submission of any applicable requests to reduce analyses of assured water supply as evidence of physical availability (the foregoing requirements collectively referred to as "Analysis Reduction Requirements"). If prior to the date on which ADWR issues its order designating the City as an assured water provider, the law or ADWR policy and procedure change that affect the above Analysis Reduction Requirements for the Property Owner/Developer, the Property Owner/Developer specifically acknowledges and agrees that the City shall have the right to require the Property Owner/Developer's

compliance with the new law or ADWR policy or procedure and the Property Owner/Developer agrees that is shall perform its obligations in such regard at its sole cost and expense.

jjj. Prior to Final Plat approval, a CMP level Water Master Plan must be provided to the City for review and approval.

EXHIBIT D

(Depiction of Phase 1A and 1B)

See following page.

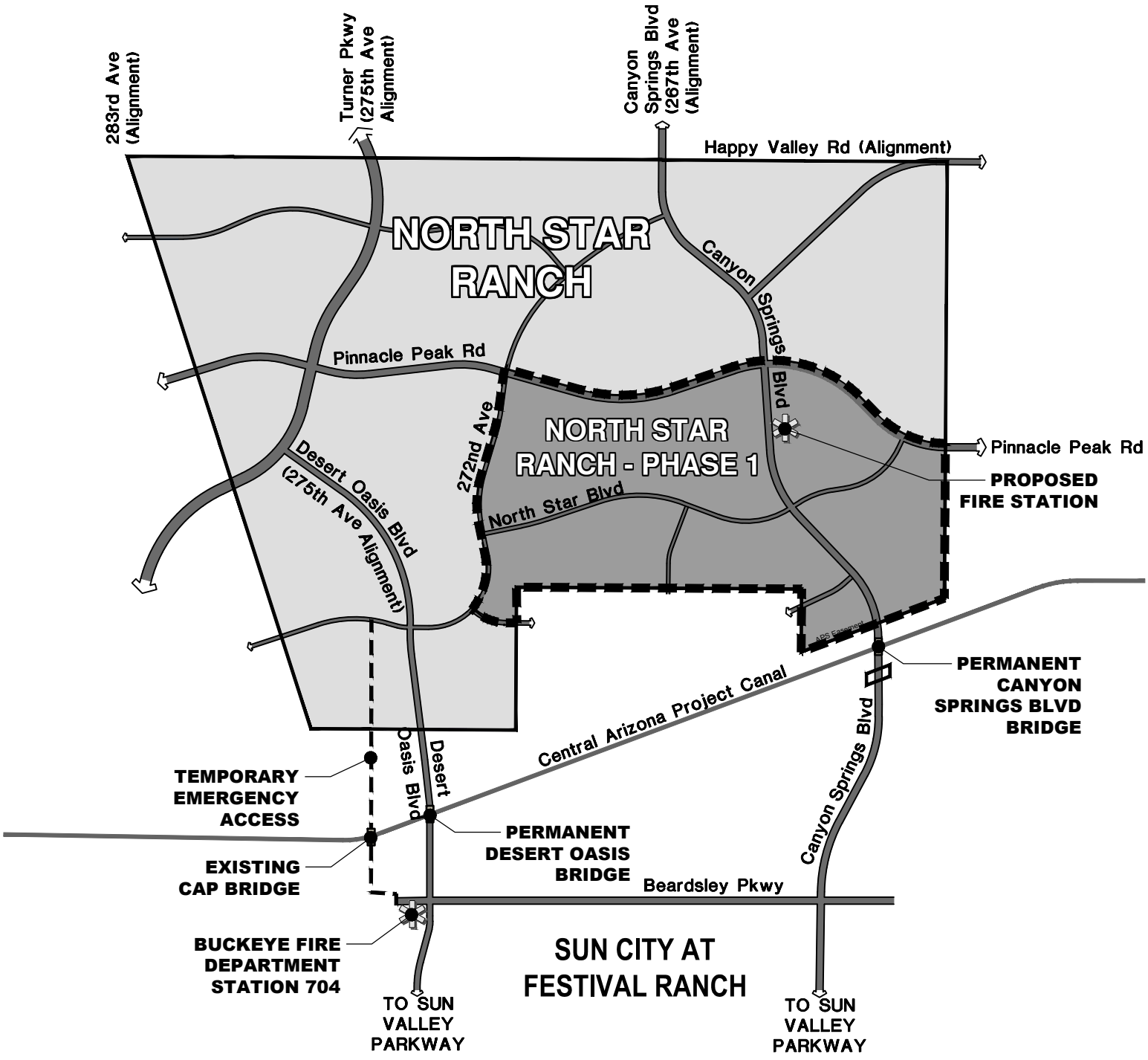


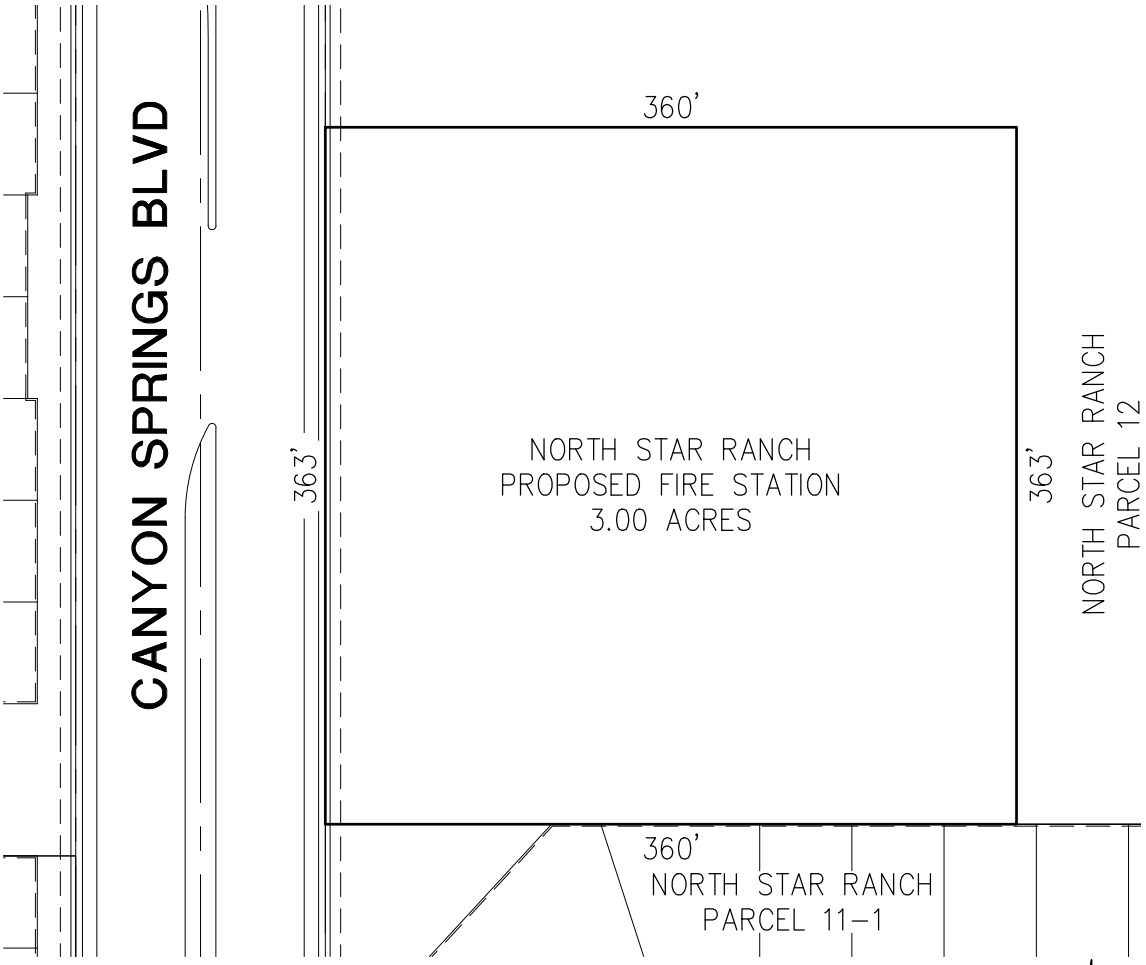
EXHIBIT D

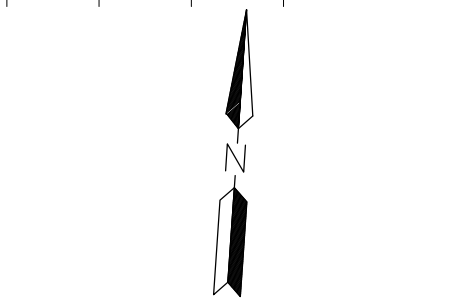
PHASE 1 & PHASE 1 ACCESS

EXHIBIT E

(Depiction of Permanent Facility [Public Safety Facility])

See following page.





SHEET 1 OF 2

PROJ.NO.:	1048
DATE:	SEP 2023
SCALE:	AS SHOWN
DRAWN BY:	HW
CHECKED BY:	ZH

NORTH STAR RANCH

NORTH STAR BOULEVARD
BUCKEYE, ARIZONA

EXHIBIT E

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

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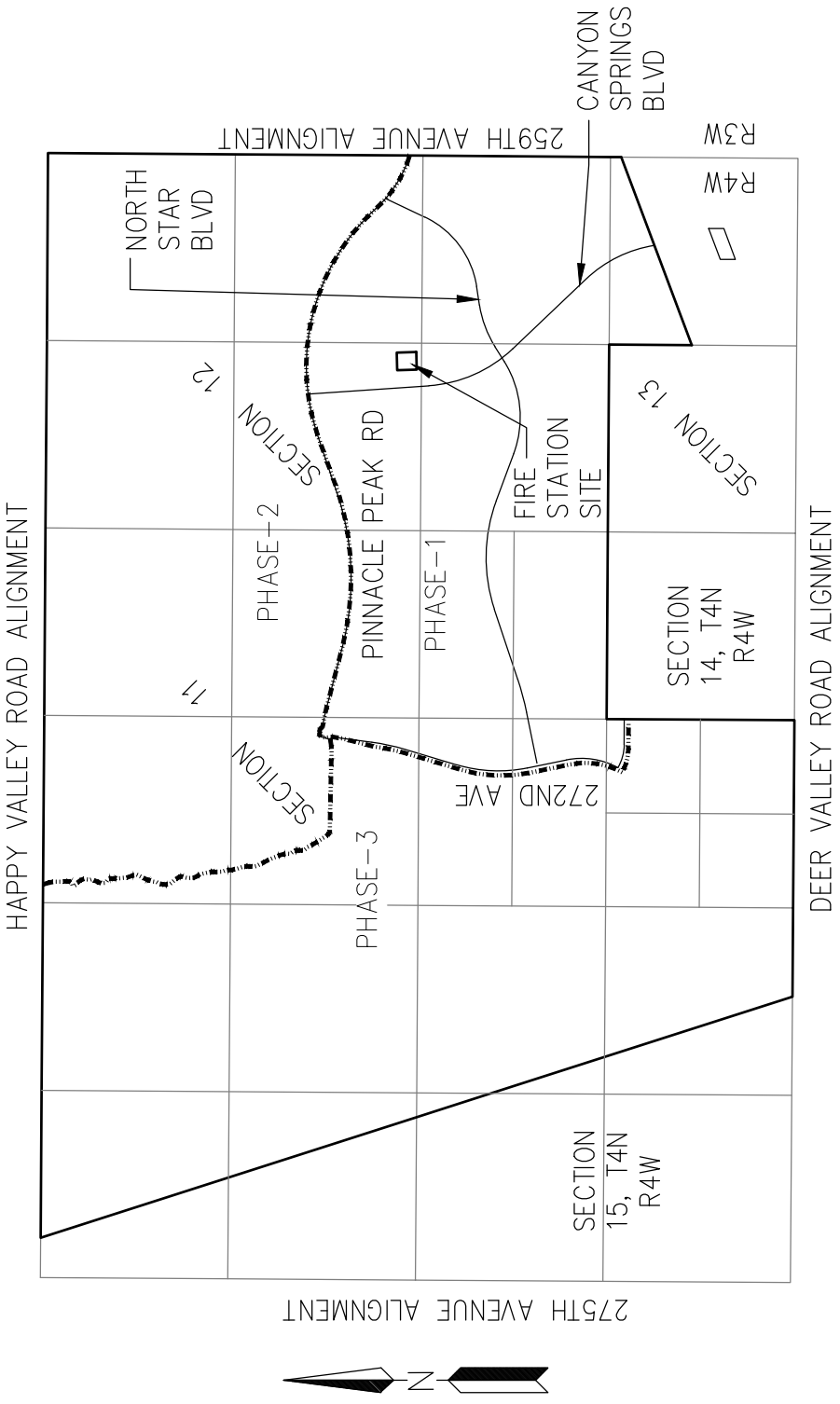

SHEET 2 OF 2

PROJ.NO.:	1048
DATE:	SEP 2023
SCALE:	AS SHOWN
DRAWN BY:	HW
CHECKED BY:	ZH

NORTH STAR RANCH

NORTH STAR BOULEVARD
BUCKEYE, ARIZONA

EXHIBIT E

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EXHIBIT F

DISPUTE RESOLUTION/REMEDIES

A. The dispute resolution process ("Process") and remedies set forth herein shall not apply to an action by the City to condemn or acquire by inverse condemnation all or any portion of the Property, and in the event of any such action by the City, Owner shall have all rights and remedies available to it at law or in equity.

B. If an event of default is not cured within the Cure Period, as defined at Section 19 of this Agreement, the non-defaulting party may institute the Process, pursuant to Paragraph C below.

C. Any controversy or claim subject to the Process shall be settled by an arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules ("Rules") (except that the terms of this Agreement and this Exhibit shall control over conflicting rules), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

D. The dispute shall be heard by a single arbitrator from a panel of qualified arbitrators located within the Phoenix metropolitan area.

E. The place of arbitration shall be Phoenix, Arizona.

F. The parties agree that the remedies available for the award by the arbitrator shall be limited to specific performance and declaratory relief and that under no circumstances shall the arbitrator issue an award of monetary damages, whether characterized as actual, consequential or otherwise, provided, however, the arbitrator may award the payment of an amount owed, or enjoin the withholding of amounts due, pursuant to Sections 5, 7, 10 and 11 of this Agreement.

G. The parties have structured this Process with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this Process. The hearing of any dispute shall be expedited and will commence as soon as practicable, but no later than forty-five (45) days after selection of the arbitrator. This deadline can be extended only with the consent of both parties to the dispute, or by decision of the arbitrator upon a showing of emergency circumstances.

H. The arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that the disputes be resolved in a prompt and efficient manner. No discovery may be had of privileged materials or information. The arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse.

I. In order to effectuate the parties' goals, the hearing, once commenced, will proceed from business day to business day until concluded, absent a showing of good cause.

J. The arbitrator shall, within thirty (30) days from the conclusion of the hearing, issue the award.

K. The arbitrator may determine how the costs and expenses of the arbitration shall be allocated between the parties, and may award attorneys' fees to either party.

L. The award of the arbitrator shall be accompanied by a reasoned opinion.

M. The award of the arbitrator shall be final and binding. Except as otherwise provided in this Agreement, this Exhibit and the Commercial Arbitration Rules of the AAA, the Process shall be subject to the provisions of the Arizona Arbitration Act (A.R.S. §§ 12-1501--1518). In the event a party seeks confirmation of an award, or if there is a failure to abide by any award, either party may seek any remedy at law or equity for failure to comply with the award, but in no event shall the award be reviewed *de novo* or consequential monetary damages be ordered by the court.

GAMMAGE & BURNHAM, PLC
ATTORNEYS AT LAW
40 NORTH CENTRAL AVENUE
20TH FLOOR
PHOENIX, ARIZONA 85004

Susan E. Demmitt

TELEPHONE (602) 256-0566
FACSIMILE (602) 256-4475

WRITER'S DIRECT LINE
(602) 256-4456

January 8, 2024

Via email: hwingard@buckeyeaz.gov
Mr. Bart Wingard
Principal Planner
City of Buckeye
530 E. Monroe Ave.
Buckeye, Arizona 85326

RE: PLZZ-21-00028 – North Star Ranch

Dear Bart:

Please accept this letter as a request that Case No. PLZZ-21-00028, the North Star Ranch CMP Amendment and development agreement, which are currently scheduled for hearing before the City of Buckeye City Council on January 16, 2024, be continued to the February 6, 2024 meeting to allow additional time for the applicant to work with City staff.

Should you have any questions regarding this request, please do not hesitate to contact me.

Sincerely,

GAMMAGE & BURNHAM

By
Susan E. Demmitt

cc: Brian Craig, City of Buckeye: bcraig@buckeyeaz.gov
Adam Copeland, City of Buckeye: acopeland@buckeyeaz.gov
K. Scott McCoy, City of Buckeye: smcoy@buckeyeaz.gov

/sed

Exhibit F – Resident Comments

PLZZ-21-00028 – North Star Ranch CMPA

Thomas and Yolanda Poole – 12/24/2023 - We are residents of Festival Ranch. I oppose the planned changes to the Spurlock Ranch/ Northstar community. I oppose it on the grounds of quality of life and safety issues for the current residents of this Northwest Community. Most of the residents purchased in Festival Ranch/ Sun City Festival because we like the more rural feel. We understand growth needs to happen, but the amendment to the Spurlock Ranch plan does not fit into the area's lifestyle. A 7-8 story apartment building or commercial building does not belong in the middle of our rural desert. Nor does a solar farm. Those are eyesores to our beautiful desert landscape.

Regarding the safety issues, only having one way in and one way out of a community defies logical sense. The City representatives still need an answer as to current traffic numbers on Canyon Springs Blvd., so how can you as a council make an informed decision on allowing this to move forward without evaluating where we are now? Adding one additional police officer is inadequate for safety. As it currently stands, we only have one officer patrolling per shift. What about our seniors who use golf carts as transportation? How does this affect their quality of life.

With today's housing market and interest rates- we believe this developer is using this tool to circumvent the need for water permits to build high-density rental units and will use the solar farm to generate income. This is not a good decision for the current residents of our community.

The City of Buckeye needs to focus on growing businesses that generate tax income rather than rooftops that will require the city to spend more revenue on infrastructure with roads, water, sewer, police and fire.

We appreciate and thank the council members that voted nay on this issue. That was the correct vote. There are many voters in this community and I trust we will rally together to defeat this.

Daniel Martin – 12/27/2023 - The attached text file contains my objections and reservations to the proposed increase in dwelling units for North Star Ranch Development.

This increase, from 7,300 dwelling units in NSR to 9,600 (including hi-rise apartment buildings) will adversely affect the lives and property values of all residents in Sun City Ranch and Sun City Festival for many years to come as NSR is built out.

I urge you most strongly to vote against the NSR Amendment in the upcoming Buckeye City Council meeting.

Barbara and Doug Brown – 12/26/2023 - As a resident of our community, I am hoping you will be the voice of all of us in Festival to let them know what a disaster this will be!

I happen to live on the corner of Tonopah and 262nd and can't imagine the traffic implications if Canyon Springs became a 6 to 7 lane roadway.

Please fight this! There is plenty of room east of foothills to make a major roadway into Spurlock without using our over 55 community… if for some reason Spurlock gets approved.

All the talk about water usage should be a huge reason for it not to be built and imagine the companies they talk about!!

I hope you are as incensed as the rest of us!

Jim Monachino – 12/24/2023 - Hard to understand the moronic actions by Buckeye, Maricopa County, and AZ regarding development and water.

SC Festival begun in 2007, is half finished, but somehow, now doesn't have water permission to complete its 7200 homes.

North Star shows up and somehow thinks it has enough water to proceed with 10,000 homes, more homes than SC Festival has left to build.

Surprise is allowing another community 5 miles east of Sun City Festival off of Sun Valley Parkway to build. Where the hell did they find water? Word here in SC Festival is another Surprise housing project on land just east of Festival Foothills/SC Festival off of SVP has been approved.

Sun Valley Parkway East of SC Festival is already a speedway and more developments by Surprise and Buckeye will make Sun Valley Parkway look like Los Angeles I-5.

Our only access to any commercial development is Sun Valley Parkway East to W Bell Ave and Loop 303. Any accidents on SVP going into/out of Surprise that close the road are a nightmare for us.

The huge apartment complex off of W Bell Ave and Citrus Rd currently being finished, will make future traffic on W Bell Ave worse than Scottsdale Rd. Currently, morning and evening 'rush hours' see back ups on Bell Ave needing two light changes to get through. Loop 303 Bell Ave on/off ramps east and west back up onto Loop 303 and east/west Bell Ave.

Ironically, I have never seen as much current commercial and residential construction throughout the greater PHX Metro area in my 15 years in Sun City Festival. 'We don't have enough water' is just political BS.

MAKING Canyon Springs Rd and Desert Vista 7 lane major arteries through a senior community and past an elementary school is idiotic. Accidents and noise will be expected.

The State, County, and City Govs we deal with here in Az are a CLOWN SHOW.

My SC Festival home will be on the market soon so we can get the hell out of here before our half finished community is destroyed by expansion by Buckeye, Surprise, and Maricopa County.Gov bozos.

Tom and Vicki DiAgostino – 01/02/2024 - As a resident of SCF, I urge you to vote to stop or curtail the building of this community. This will ruin our community with all the traffic, possible crime and decrease property values. We didn't sign up for this when we bought out here.

Janet Eisenhour – 12/31/2023 - As a constituent I am writing to express grave concern over recent changes to the North Star master plan in Buckeye.

To be concise, I see that Council is in the process of converting the vision of a tranquil, desert-wilderness community into a massive dumping ground for the indigent. While the City of Buckeye and certain officials may find immediate commercial and personal benefit in this maneuver, it will of course be devastating to the safety and wellbeing of residents. Amending a master plan to accommodate high-density population of this kind will exacerbate issues from water supply to traffic and crime, and will quickly degrade a beautiful desert community into wasteland.

While I realize that originators are surely pleased with the foreseeable outcome in that it does indeed – when added to a 55+ community –create a neat jurisdiction for containing the "useless" among society, I nevertheless appeal to you – at January's upcoming meeting -- to defend those who will be devastated by it as well as the city it will destroy.

Vicki Nelson – 01/01/2024 - Thank you for your recent no vote on the expansion of North Star Ranch. The news articles do not state why you voted no, but I am sure it was with good common sense. Councilmember Youngker recognized that the developers are attempting to circumvent the water laws by requesting a change to the master plan to allow for rentals. Until the State of Arizona closes that loophole in the law this will continue. Developers only care about making money, not about resources. Similar attempts (I believe it was approved) are happening in the Tartesso community.

I probably do not need to mention the fact that Pulte was denied water rights for phase three. Are they screaming from the rooftops about this or are they one of the investors in this new project? One has to wonder if Pulte will come in for a change to the master plan in Festival to develop the third phase area to build to rent single family homes. Just like the one recently approved in Buckeye off Thomas Rd. Anyone with any intelligence knows that was to take advantage of the loophole in the water law. I pray our state officials hurry to close that loophole. I am republican, but I respect what our Governor has done so far. However, it is not enough! What happens to the current water supply once eight more wells are constructed? The water all comes out of the same place. What happens when we cannot get a renewal of the 100-year water certificate? Are our investments worthless? Is desalination in our future or reclaimed water cleaned for consumption? Can you imagine the cost to residents? I bet yes to those questions.

Aside from the (most important)

water concerns, the fact that there is only one (reasonable) way in and out of our development (SVP) needs to be addressed. Increased traffic (at the speeds people drive) guarantees more accidents and road closures. It is mind blowing to think that Canyon Springs will become a six lane highway when SVP will continue to be a four lane road. Makes no sense. Unless there are plans to expand SVP that I am not aware of? How does one justify (two) six lane highways that cut through a residential neighborhood. I'm on the mountain side (thankfully), but even so it is not lost on me that those of us living over here will be impacted regardless. I do not want to even think about the construction traffic. I moved out here because I want to be away from the city and the noise and pollution that comes from that environment. I grew up a country girl on a cow farm :). I am on the young side of hill still and hope that this is my forever home, which god willing could be 30-40 years. Growth is inevitable, but being smart about it is more important than money. Of course developers do not think like that. I am sure you are familiar with the Eagles song The Last Resort. "You call someplace paradise, kiss it goodbye." It is sad, and unfortunately so true.

Continue to vote no please. Protect our resources, our investments, and our safety. Do not allow corporate greed to use loopholes in laws meant to protect water supply. Our children and certainly our grandchildren will suffer if action is not taken against these greedy corporations.

Denise Northagen – 01/02/2024 - I am looking for information on road expansion and development of area on Canyon Springs Blvd, In Sun City Festival and Festival Foothills area.

Summer of 2023 a bridge was completed over the water canal to open land , are there dates planned for expansion, example additional roads, utility lines, gas, water, electric, sidewalks etc?

My home backs up to Canyon Springs Blvd in Sun City Festival, looking to understand when additional traffic and construction of expansion may begin.

Barbara J. Allison, MSgt (USAF), Retired – 01/03/2024 - As you were not at the December council meeting but were in the meeting via telephone, you may have heard my input to the council members in opposition to the master planned community that this developer from out of state has dreamed up. I don't know when the greed is ever going to stop in the State of Arizona. I just want to cry every time I see all this insanity of building in Arizona. I am just about an Arizona native and I moved out here when I was 9 years old and I have been in Arizona for 56 years and am now 65. I thought the growth here in this Valley was moving along normally until the past 5 years when all of a sudden, there are all these apartments and leased houses that are 6 feet from the next leased house and all these eyesores going up everywhere. It has destroyed the landscape of our beautiful valley. Then the investors from all over started coming in like vultures.

Another thing that is going to destroy the landscape of our beautiful valley is another "master planned" community with as I saw it, no master plan at all. The people making the presentation for this master planned community at the last meeting did a lot of sales talk as far as I was concerned. They had no regard for the Sun City Festival residents whatsoever. They claimed they contacted all these agencies to coordinate everything but when asked who is going to build this road or expand that road or where are you getting the water, they said they will cross that bridge when they get to it. That is a lot of baloney. That is kicking the can down the road and that is a total disregard for the impact they are going to have on our existing small tight-knit community out here.

Why in the world did they decide to build right in our backyard? Why didn't they go somewhere else? The impact will be grave in the end and we as taxpayers will bear the brunt of this mess.

The mess being:

1 - Highly increased traffic of construction trucks, cars and every other vehicle.

2- Increased probability of golf cart crash incidents and accidents with seniors

3 - Increased crime (in which we just had a truck stolen the other day and a mailbox outbox broken into and then two different vehicles driving around scoping out our neighborhoods at 2-3 am the other night) - When I moved here in 2016 there was no crime. Now we have crime daily and it will get worse.

4 - Water issues and depletion of the Hassayampa - increase in water rates - maybe no water at all before long after 10k people descend on our water scarce community - but who cares? Right? Not the Mayor. Word is that he owns a Construction business and word is, is that he should Recuse himself from voting on this on 16 January 2024.

5 - And if you love animals, then forget them. It was bad enough we were building out here and all these beautiful desert creatures have been displaced, but now they will really be displaced. I don't know how anyone with any conscious can add 10,000 more dwellings out here. I never thought our builder would build as many as they have and still wonder how they managed that. But they don't care. They know what is going on and conveniently didn't tell our Senior Residents that this community was being built. They hoped it would just slip past under our noses and you would all pass this mess without our knowledge. Well, word is out. Unfortunately, word is not out yet to the bobcats, the coyotes, the deer, the cows, the mountain lions and the owls. More will be displaced, more will be killed on the road (I almost hit one today) and life will be good for someone's pocket who is being lined.

6 - More dust pollution in the Valley and oh ya - we need more water to keep the dust down.

7-Increased TAXES from the (you got it!), City of Buckeye!!!!

I moved from Mesa. I lived in a small townhouse most of my life outside of the military and living in barracks. I never dreamed when I bought a home out here in this quiet community that it would become Grand Central Station someday.

I really can't say any more except that I will not vote for the Mayor or any councilmember that supports Spurlock/NorthStar (or whatever they want to call themselves depending on the day) Ranch.

Jo and Jeff Toye – 01/03/2024 - We are writing this letter in opposition to the proposed amendment under consideration for the North Star Community located directly north of our Sun City Festival Community. Our major objections are due to water supply and traffic issues, both of which are not minor concerns. It is our understanding that the original plan that was approved in 2005 and 2008 has expired. This means this development is not a "done deal" as some would suggest and therefore we hope our concerns will be heard, considered and addressed. We were unaware of the December Council meeting but watched it in its entirety the next day. A notice was sent to our HOA announcing the public hearing but our HOA chose NOT to inform our residents. Almost all these residents were not here in 2006 and 2008 when the public outreach was made because Festival was just being built.

As we understand it, the amendment calls for Increasing dwelling units from 7300 to 9600 by adding 90' tall apartment buildings. The new plan calls for "mixed use" areas which are intended to be "urban cores" with commercial buildings of up to 50 feet, retail buildings of up to 30 feet and multi family units of up to 90 feet tall. These could house up up to 8 floors of apartments. The amendment raises the overall density from 2.6 to 3.4 dwellings per acre and allows for 30 dwellings per acre in the multi use areas. We essentially will have a small city to our north with our community serving as its ONLY driveway.

The developers do not have the required water certificates "yet". Apparently the issue is being actively worked on and the expectation is that "the certificates will be obtained". 8 wells are planned throughout the site. These wells will draw from the same aquifer from which SCF draws its water but the developers and city claim that these wells will not have an impact on our supply. This determination sounds illogical and unrealistic as all the wells draw from the same aquifer. The most alarming aspect is that the lack of water certificates may not prohibit them from building the multi-family rental units as well as the commercial, industrial and retail facilities. This was not made clear in the meeting but as we understand it, none of the above need water certificates due to the loophole in the state's Groundwater Management Act drafted in 1980. All properties that do not require water certificates steal from the ground water that SCF and other communities rely upon. All the water drained from the aquifer for these units does not need to be replenished and therefore will lower the level of our aquifer. Given the water situation in Arizona this should not be allowed to happen.

We additionally understand that Initially all construction traffic and traffic in and out of NSR will be on Canyon Springs Blvd. Once 23,000 trips per day are recorded, Canyon

Springs will be widened to a 7 lane roadway. Then the Desert Oasis bridge will be built and will be opened to traffic into and out of NSR and will be widened to 7 lanes when traffic volumes warrant. Desert Oasis, which when widened will be equal to the size of Bell road in Surprise, serves as the main route to the pickleball courts, pottery and glass studio, wood shop, and softball field and will cut our community in half. It is heavily used by golf carts and bikes. Canyon Springs runs directly in front of the playground and the road leading to the elementary school. It is unclear how golf carts will be routed through our community once this happens. A 7 lane through-way on either of these streets will mean the disappearance of our landscaped medians or the sidewalks along these streets, or both. These “major traffic arteries” once widened will pass feet from the backyards of hundreds of our homes, decreasing property values and quality of life for our residents. It will also present safety issues for our senior population especially if this widening will also include increasing the speed limit to 45 mph. SCF will become the driveway for all 9600 homes, plus the traffic for the retail, commercial and light industrial components of the plan. This could be more than 20,000 vehicles traversing our quite senior neighborhood. There is no other ingress or egress except through SCF so all the heavy 18-wheel traffic, including cement and lumber trucks, will use the roads currently used by our autos, golf carts and bikes. Cement trucks currently start running up and down Desert Oasis at 3 AM. ALL construction traffic for the next 10 years of building will travel our roadways exclusively.

Some may say that all of this is far in the future , but it is astonishing that no one at the council meeting, including city planners, knew how much traffic volume Canyon Springs, let alone Desert Oasis, currently has so how can one predict when the traffic volumes will be met that will trigger the widening? Has anyone done the math to realize that 22,000 cars per day on a 4 lane Canyon Springs or Desert Oasis works out to 23 cars per minute, or more than one every 3 seconds, if you consider the 8 hours of nighttime traffic to be negligible? Does anyone really think this is the kind of traffic that should run through our senior neighborhood?

One major concern expressed at the meeting, by council members and citizens alike, was the fact that initially there will only be one way in and out of NSR via Canyon Springs (except for an entrance via Desert Oasis for emergency vehicles only). To solve this, we fear that you will require that the bridge connecting Desert Oasis to NSR be upgraded and opened to initial traffic. There is another option that would save our community from being burdened by this development. There is a future plan for Turner Parkway to be built to the west of SCF. Constructing a portion of the Turner Parkway that runs from NSR to Sun Valley Parkway should be seriously considered as the route to and from NSR instead of routing all the traffic through our neighborhood. The right away through the desert must already be available to the city because it is included in the master plan. It is far enough away from our community that it would have little impact on us and do no harm to any other community. This option was never mentioned or considered. We know that this would be a cost to the developer but it will be a far greater cost to the Festival community and its residents in terms of home values, quality of life, and public safety.

No one wants to see change that impacts them and their community negatively; yet usually the changes proposed have some benefits for those involved and impacted the most. Council member Guy mentioned that the council tries to “do no harm” to their current residents as they consider plans for Buckeye. This proposal has no benefit for residents of SCF and will be quite harmful in the terms of water use, traffic noise and congestion, and the disappearance of our quiet and beautifully landscaped 55+ neighborhood we all love.

Finally, after a lengthy discussion and input from residents, council members and staff, Council member Hess asked that the vote be tabled or continued so that more information on the expressed concerns could be studied. We were dumbfounded when the mayor denied her request to make the motion and pushed for a vote stating that the staff had studied this and was recommending that it be approved. He called for a vote and to the credit of 4 of the council members, including you, it failed. It was then voted to be reconsidered at the January meeting. It was obvious from the lack of preparedness to answer pertinent questions that were raised in opposition to the amendment, along with the push for a vote, that the mayor and some members of the council assumed this would be rubber stamped and approved without much debate. We very much appreciated your thoughtful and pertinent questions during the hearing. Yet, why hold public hearings if the “staff’s recommendations” hold more weight than the public and council member’s input and sound judgement. I am sure that few if any of your staff live in, or near our community and did not visit our community to see the devastating impact this will have on us, As Council member Hess said, the council and community were not at the table when these important issues were being decided. The public hearing is where that opportunity happens and we are appalled that its importance was dismissed.

As a personal note, my husband and I live along Desert Oasis and have a stake in its future. We assumed traffic would increase in the distant future on our four lane road, but had not realized when we bought our home less than two years ago, and paid a lot premium of over $50,000, that the sleepy little boulevard in our backyard was slated for 7 lanes and the traffic that it would contain. Of course Pulte made no mention of this either. We do not want to see our investment driven away with the constant traffic noise and construction traffic that this development will bring during the time we had hoped to remain here. We will make the difficult decision to sell if it is apparent that we will have a Bell Road butting up to our spacious and beautiful cul-de-sac lot. With this in mind we need answers to some important questions:

o What is the current traffic load on Canyon Springs?

o While I am sure no developer can accurately predict its rate of growth and build out, what is the projected home build rate per year? It was not clear as the developer’s representative mentioned 3-4 hundred but then 1-2 hundred. Of course if the 8 floor apartments go up first it could be much more than that.

o What is the estimated vehicle load per dwelling - an average estimate of cars per household?

o What is the estimated vehicle load for the commercial, light industrial and retail facilities?

o How many dwelling units and other facilities would need to be built in NSR, in addition to the current traffic load, to reach the 23,000 vehicle benchmark to require widening of Canyon Springs and the design of the Desert Oasis bridge.

o With this projection in mind, when, in terms of years after the development begins, do they anticipate that Canyon Springs would need to be widened? In other words, how many homes and businesses would need to be built to trigger the expansion and, given the projected homes per year, how many years?

o When, in terms of years, and according to their projected growth, do they anticipate the bridge to Desert Oasis being put into service?

o How many units would need to built, and how many years into the development would Desert Oasis carry a traffic load that would necessitate its widening?

o If it is determined that another access besides Canyon Springs is needed before this projects is approved, will the bridge to Desert Oasis be constructed earlier than projected? What would be the anticipated traffic load in this scenario?

o Is there a reason, other than cost, that a reduced lane version of the planned Turner parkway segment, (or some other solution), could not be built in lieu of burdening our community and streets for the SOLE advantage of this developer?

o How many of you have heard the cement trucks awaken you at 3 in the morning as they pass behind your home, bringing you to the realization that constant construction traffic, far greater than just the cement trucks we endure now, for 10 plus years in your backyard would be intolerable?

And lastly, concerning the water:

o Given that NSR does not have water certificates, do they, in the first stages of construction, intend to build the apartments, commercial and light industrial? Could these be built without water certificates?

o Could they build single family homes with the intent to rent them and thus skirt the need for the certificates?

Please advise as to how we may obtain the answers to these crucial questions if you or your staff cannot provide them.

We hope you consider and give weight to these concerns when you cast your vote on this “city in our backyard” that will use us as their driveway. Just because a thing”can be done” does not mean that it “should be done” nor that it is right and prudent to do so. Approving

a plan that relies on a dangerous water loophole for a large part of its development should not be approved. A development that will be built on the backs of a retirement community apparently can be done but it should not be done. This development should not be approved unless the developer provides access that does not burden our community. The portions of the plan, including any units that do not require water certificates and will therefore drain our water supply, should be denied.

James Clyne – 01/06/2024 - My concern is the Northstar Ranch Development My concern is the Northstar Development which would add approximately 10,000 new homes to an area Northwest of Sun City Festival, expand Canyon Springs Drive to 6 lanes, several 8 story apartment buildings and low-income dwellings. At what level did the city develop an environmental impact study encompassing air pollution, traffic congestion and water depletion?

Matt Woods – 01/16/2024 - Hi Bart, a bunch of my neighbors (myself included) are worried about the proposed North Star development that is being considered by council either this month or next. There was a recent meeting the developer attended where he stated our development was originally planned with both Canyon Springs and Desert Oasis roads as being designed for six lanes of traffic each and 45 mph speed limits. This was to facilitate future development (North Star) that would allow traffic for that development to ingress and egress through our two main roads.

The developer is making it appear that this is all a done deal and there is nothing that can stop this development from being built. Nobody in Sun City Festival wants a nine-thousand-unit development built that would require everyone to travel through our development. Can you confirm whether this is a done deal or if when they built our development, they planned our only two access roads to be used for another future development that isn't related to our development?

Community Master Plan Amendment

Report to the Mayor and City Council

CASE NUMBER:	PLZZ-21-00028
TITLE:	North Star Ranch (Formally Spurlock Ranch) Major Community Master Plan Amendment (CMPA)
MEETING DATE:	February 6, 2024

Applicant:	Toni Bonar, AICP of HilgartWilson
Owner:	Larry Yount of Festival Ranch North LLC
Request:	Approval of a CMPA for North Star Ranch, formerly known as Spurlock Ranch
District:	City Council District 4
Location:	Approximately two miles north of the intersection of Sun Valley Parkway and Canyon Springs Boulevard
Density :	Approximately 3.4 dwelling units per acre
Site size:	Approximately 2,818 acres
Public input:	None received
Recommendation:	Hold a Public Hearing and Adopt Ordinance 52-23, approving Case PLZZ-21-00028, North Star Ranch Community Master Plan Amendment (CMPA), subject to Conditions a. through jjj.

PROJECT DESCRIPTION:

1. Toni Bonar, AICP of HilgartWilson on behalf Festival Ranch North LLC is proposing a CMPA for North Star Ranch, a 2,818 acre development previously known as Spurlock Ranch.
2. The North Star Ranch CMPA will establish the regulatory framework and design standards necessary to facilitate development of a master planned residential community on 2,818 acres within the northern reaches of the City of Buckeye. The CMPA will include the creation of diverse, walkable neighborhoods centered around mixed-use community centers; purposeful architecture, integrated parks, and recreational amenities designed to contribute to the overall structure and social identity of the community.
3. The 2,818 acre CMPA is generally located north of the Central Arizona Project Canal between the Canyon Springs and Desert Oasis Boulevard alignments (Exhibit A). The land use plan for North Star Ranch (Exhibit C) is designed as a flexible framework that can evolve over time as the area matures and urbanizes.
4. Residential living opportunities will be comprised of single-family and multi-family neighborhoods. North Star Ranch will offer locally oriented retail services and employment opportunities that will be designed with strong connections to the residential neighborhoods.
5. Land use classifications for North Star Ranch accommodate a mix of detached and attached single family, small lot single family, single family for rent and multi-family as well as complimentary commercial, light industrial, and mixed-use development. North Star Ranch is planned for a maximum residential yield of 9,668 dwelling units at an overall density of 3.4 dwelling units per acre. The land use plan envisions commercial, multi-family, and higher density single family uses in close proximity to key transportation corridors with contemporary single-family neighborhoods comprising the balance of the community.
6. Commercial areas will be physically and visually integrated with residential portions of the community. Commercial development opportunities will contribute to the jobs to housing balance and will provide local employment opportunities for residents.
7. North Star Ranch will also include a strong pedestrian connectivity system that maximizes mobility and provides linkages to integrate accessible open spaces and community centers within walking distance.

PUBLIC PARTICIPATION SUMMARY:

8. The applicant posted the site, sent notifications to those within 500 feet of the project, held a neighborhood meeting, and was advertised in the Arizona Republic within the time constraints set by code.

BACKGROUND:

9. July 20, 1991: The subject property was annexed into the City of Buckeye under Ordinance 7-91.
10. March 15, 2005: The Mayor and City Council approved the Spurlock Ranch CMP for the subject property under Ordinance 16A-05.
11. May 2005: An amendment to the Spurlock Ranch CMP was administratively approved to accommodate a land swap with Festival Ranch.
12. December 3, 2008: A second amendment to the Spurlock Ranch CMP was administratively approved to adjust land uses and circulation regarding a land swap.
13. September 13, 2022: The Planning and Zoning Commission recommended approval of the North Star Ranch CMP to the Mayor and City Council.
14. December 19, 2023: The Mayor and City Council continued the proposed CMPA until January 16, 2024.
15. January 16, 2024: The Mayor and City Council continued the proposed CMPA until February 6, 2024.

AREA CONTEXT:

16. Existing Land Use, General Plan Designation, and Zoning District:

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Undeveloped	Master Planned Community	Planned Community (PC)
North	Undeveloped State Trust Land	Neighborhood	Not Applicable to State Lands
South	CAP Canal and Developed Festival Ranch CMP	Neighborhood, Open Space, Rural, and Master Planned Community	Planned Community (PC)
East	Undeveloped	City of Surprise Neighborhood	Rural Residential (RR)

West	Undeveloped	Master Planned Community	Planned Community (PC)

ANALYSIS:

Uses

17. The land use proposed within the CMPA includes Neighborhood Residential (NR), Community Mixed Use (CMU), Public Facilities (PF), and Light Industrial (LI). The land use summary table below provided the distribution of land uses.

18. Land Use Summary Table:

LAND USE SUMMARY

Land Use Category (1)	Gross Area (Acres)	Gross Area (%)	Total Proposed Target Units	Total Proposed Target Units (%)
NR	2,462	87%	8,269	86%
CMU	200	7%	1,399	14%
Parks (2)	71	3%	-	-
PF	53	2%	-	-
LI	31	1%	-	-
Total	**2,818**	**100%**	**9,668**	**100%**

(1) Land Uses are defined as Neighborhood Residential (NR), Community Mixed Use (CMU, Public Facility (PF), and Light Industrial (LI).

(2) Acreage reflects only the "Parks" designated on the master plan. Additonal neighborhood and pocket parks will be identified within the NR and CMU Land Use Categories as the Project develops.

19. The Neighborhood Residential (NR) land use designation provides a range of housing opportunities to be developed within the residential neighborhoods of North Star Ranch. Allowed product types may include traditional single-family detached, single-family attached, townhomes, duplexes, cluster products, and multifamily uses such as apartments, condominiums, and single-family for rent products. The NR land use also permits complementary non-residential land uses such as small-scale neighborhood commercial, office, and educational institutions.

20. The Community Mixed Use (CMU) land use designation provides for vertical and horizontal mixed-use developments that may include non-residential uses such as retail, commercial, offices, entertainment, hospitality, and medical alongside residential uses such as multifamily and various types of single-family developments. The CMU land use areas are intended to primarily serve the needs of North Star Ranch residents and are concentrated in higher intensity areas with multi-modal transportation corridors such as the intersections of Turner Parkway and Desert Oasis Boulevard, Turner Parkway and Pinnacle Peak Road, and Canyon Springs Boulevard and Pinnacle Peak Road.

21. The LI land use designation provides for more intense employment opportunities within North Star Ranch. The LI CMP Parcel is approximately 31 acres and is located between two major power line corridors in the northwestern-most quadrant of the project. The development profile of anticipated users includes contractors and service-oriented companies, warehousing, storage, distribution and other research and development uses.

22. The CMPA provides dimensional standards and allowable, prohibited, and conditional uses. Public facilities will follow current code when developing municipal projects.

23. A Solar Overlay District has been incorporated and includes requirements for the development, and operation of a solar generation facility to serve the needs of the public and residents of North Star Ranch. Additionally, an Employment Overlay within this same area permits flexibility within the northwestern portion of the property for the potential expansion of employment uses.

Parks and Open Space

24. The Master Open Space and Trails Plan provides an overview of the open space to be provided within the Community. As each development phase moves forward, and a preliminary plat is prepared, the specific location, size, and character of open space areas and parks will be provided in more detail. Open space within the Community is defined as Open Space, Active Open Space, Passive Open Space, and Edge Condition.

25. Parks provide residents with areas to connect with nature, socialize, recreate, and connect to the overall greater Community. Parks within North Star Ranch follow the guidelines set forth in the City of Buckeye's Parks and Recreation Master Plan. The North Star Ranch park system will include a hierarchy of parks comprised of the Community's "Largest Park," Neighborhood Parks, and Pocket Parks, all of which will be supported by the comprehensive and connected path and trail system. Parks will be thoughtfully designed and programmed based on their location, scale and proximity to other parks and trails. To allow for flexibility in site planning and establishment of character for a neighborhood within the Community, the park locations and park type will be defined at the time of the preliminary plat submittal.

26. Wagner Wash is a significant feature within the Community that will largely remain in a natural condition. Trails will be established along both sides of the Wash to take advantage of the views and minimally uninterrupted access within North Star Ranch and beyond; providing the regional connectivity envisioned by the City.

Development Standards

27. Development and Design Standards and Guidelines of the Buckeye Development Code shall govern, except as modified within this CMPA:

a. Dimensional Standards:

The dimensional standards for the NR, CMU, and LI land uses are fairly consistent with current code and can be found in the project narrative as Table 4 (Page 26), Table 6 (Page 30), and Table 8 (Page 33). A comparison to the current City of Buckeye Municipal Code dimensional standards can be found in Appendix A (Page 54) of the project narrative.

b. Maximum Garage Width – This modification increases the width of garage doors to accommodate vehicles and RV garages on smaller lots.

Garage Door Width	
Buckeye Development Code	North Star Ranch CMPA
Not to exceed 50% of building façade on lots less than 6,000 sf or less	Not to exceed 57% of building façade on lots widths 60 ft or less
Not to exceed 40% of building façade on lots between 6,000 and 10,000 sf	Not to exceed 50% of building façade on lots widths between 60 and 80 ft
Not to exceed 30% of building façade on lots 10,000 sf or greater	Not to exceed 40% of building façade on lots widths 80 ft or greater

c. Orientation to the Street - This modification would allow lots of 40 feet or less, or lots 55 feet and greater in width, be allowed a side facing entryway door. Current code requires that all homes have a front facing door.

d. Building and Parking Location, Layout, and Orientation - The applicant is asking for specific dimensional requirements for horizontal multi-family. The recent adoption of the Housekeeping code amendment has negated this request.

e. Building Mass and Articulation - The applicant is requesting fewer façade enhancements for horizontal multi-family.

f. Roof Form - The object of this modification is also to reflect the specific needs of the horizontal multi-family products in regards to vertical elevation changes.

g. Entrances and Porches - This modification is again geared towards the horizontal multi-family product. The modification will not require a main building entry facing the adjacent frontage road.

h. Site Enhancement Landscaping - The applicant is modifying proposes a 25 percent of open space. This would be a cumulative percentage instead of a parcel by parcel basis. The reduction of commercial landscape from 20 to ten (10) percent is also requested by the applicant.

i. Off-Street Parking - Modifications to parking is accommodate the specific needs of the various parks found within the CMPA area.

j. Fences and Walls, and Screening, Height, Side, and Rear - The proposed modification of the wall standards are meant to increase wall heights from the Development Code requirements which allows for six foot high walls in residential and eight foot walls in commercial and industrials areas. The applicant is proposing walls seven feet in height adjacent to a collector streets, and eight feet adjacent to arterials, excluding retaining wall.

k. Site Wall Articulation - Wall articulation requirements are proposed to be lessened. The CMPA suggests that the spacing of such articulations be reduced from every 400 feet along arterials or highways (200 feet in the Development Code) and every 200 feet (100 feet in the Development Code) along all other street classifications.

l. Signage - The signage component of this CMPA proposes specific requirements for Entry Approach and Entry Monument signage.

Transportation

28. Primary access to North Star Ranch will be by way of two bridges that cross the Central Arizona Project Canal at the Canyon Springs Boulevard and Desert Oasis Boulevard alignments. These roadway corridors and bridges will be provided by the developer and satisfy the requirement for two points of access for the Project. Both Canyon Springs Boulevard and Desert Oasis Boulevard will be extended north from existing alignments within Sun City Festival to the south. The Canyon Springs Bridge is currently under construction and the Desert Oasis Bridge anticipates a 2028 construction date.

29. Turner Parkway (200 foot full right-of-way width), a planned regional parkway corridor, enters the project at the mid-point of the western boundary and veers northeast generally along the 275th Avenue alignment.

30. The Project incorporates three 140 foot wide major arterial streets (130 foot within the initial Phase). These include, 1) Canyon Springs Boulevard, which enters the Project from Sun City Festival and meanders north, 2) Desert Oasis Boulevard enters the Project from Sun City Festival and meanders north until intersecting with Turner Parkway, and 3) Pinnacle Peak Road, which runs east/west through the project.

31. Happy Valley Road is a 120 foot wide arterial street and enters the project from the northeast and intersects into Canyon Springs Boulevard. A series of 80 foot wide Collector streets provide circulation internal to the project, connection to Festival Ranch to the west, and connection to small isolated parcels south of the project and north of the CAP Canal.

Water

32. Several well sites are proposed within Phase 1 of the project and they will be designed and constructed to meet the City's well sites engineering design standards. These proposed wells along with additional future wells will supply raw water to meet the City's firm water supply requirement. As part of the project, North Star Ranch Regional Water Campus will be constructed, and it will include the storage, pumping, and treatment necessary to meet the domestic and fire protection demands of the Project.

Wastewater

31. The nearest infrastructure to the project is the existing gravity collection system south of the CAP Canal and the existing Festival Ranch Water Reclamation Facility (WRF) located approximately three miles southwest of North Star Ranch. A gravity collection system will be constructed to collect the wastewater flows from the project and will convey them to the southwest corner of the project. From there, the preferred offsite sewer alignment is to sewer west through the adjacent parcel (Ni Property) and eventually sewer south to the WRF by gravity.

RECOMMENDATION:

32. Staff recommends the Mayor and City Council conduct a public hearing to adopt Ordinance 52-23, approving a Major CMPA for North Star Ranch, consisting of approximately 2,818 acres located approximately two (2) miles north of the intersection of Sun Valley Parkway and Canyon Springs Boulevard, Case PLZZ-21-00028, subject to Conditions a. through jjj., for the following reasons:

- Conformance with General Plan
- Conformance with Development Code
- No outstanding issues for reviewing departments (Engineering, Fire, Public Works, Community Services, Police, Water Resources, and Development Services).

Planning

a. Development of the property shall be in general conformance to the project narrative report entitled "North Star Ranch Third Community Master Plan Amendment" consisting of 87 pages excluding appendices page count, dated March 4, 2022 and stamped received March 7, 2022, except as modified by the following conditions:

b. Each phase includes a reasonable amount of open space and amenities, as determined and approved by the Planning Division.

c. The property owner(s) and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as result of this approval.

Public Works

d. This subdivision is subject to a Maintenance Improvement District (MID) and in accordance with City of Buckeye Ordinance 42-06. The MID shall be established prior to the recordation of the first Final Plat as determined in the MID guidelines and submitted with the first Final Plat or before.

e. This subdivision is subject to a Street Light Improvement District (SLID) in accordance with City of Buckeye Ordinance 43-05. The SLID shall be established prior to the recordation of the first Final Plat as determined in the SLID guidelines and submitted with the first Final Plat or before.

f. All trash shall be collected through a City of Buckeye licensed trash hauler, including construction debris. Trash enclosures shall be in accordance with City of Buckeye standards.

g. In regards to storm drainage, the City of Buckeye is permitted as a Phase 2 MS4 and is now subject to more stringent standards for stormwater discharge. All stormwater plans must now meet the requirements of the City of Buckeye's MS4 permit as issued by ADEQ (Permit Number AZG2016-002).

Water Resources

h. Waterlines are looped with a minimum of two connections to any phase.

i. Temporary upstream and downstream drainage provisions are provided for any phase to the satisfaction of the City Engineer.

j. The North Star Ranch Master Water Report review comments provided by City of Buckeye Water Resources Department that were provided to HilgartWilson (the applicant) by email on April 18, 2022 will be addressed and all civil documents approved prior to Preliminary Plat approval.

Fire

k. All buildings shall be equipped with a fire protection system as required by City of Buckeye Ordinance 03-22.

l. Two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

m. Residential developments where the number of dwelling units exceeds 20 shall be provided with two separate and approved fire apparatus access roads.

Engineering - General

n. Approval of this CMP Amendment is conditioned upon, and will not be effective, until City Council has approved the requisite development agreement approving this CMP Amendment.

o. Where applicable, no structures may be built on slopes of 15 percent or greater.

p. The Developer shall be required to complete and sign a Public Infrastructure Assurance Agreement prior to the recordation of the first Final Plat. In addition, the Property Owner/Developers shall be required to build or otherwise provide the required infrastructure necessary to serve this project.

q. This subdivision is subject to a Parkway Maintenance Improvement District (MID) formed pursuant to Arizona Revised Statue § 48-574 and in accordance with City of Buckeye Ordinance 42-06 and a Street Light Improvement District (SLID) in accordance with City of Buckeye Ordinance 43-05. These shall be established prior to the recordation of the first Final Plat.

r. All existing overhead power lines less than 69 kV capacity, or any other overhead utilities within the project area or along its boundaries, shall be installed underground.

s. Phasing of public infrastructure shall be subject to a phasing plan as approved by the Development Services Director and City Engineer.

t. Prior to Final Plat recordation, all final civil construction plans and reports including landscaping, irrigation and all lighting improvement plans, shall be reviewed and approved by the City of Buckeye.

u. The Applicant will submit an electronic CAD and GIS file with full construction documents of the development to the City Engineer, Public Works Department, and GIS Administrator upon Final Plat approval in order to maintain current street records and assist in emergency dispatch and response.

v. All existing irrigation facilities located on the site shall be abandoned, relocated, or installed underground. Any District-owned facilities to be located within the right-of-way shall be located near the rear of the right-of-way and the right-of-way shall be extended at least five feet. Any additional right-of-way for District-owned facilities (not to exceed five feet) shall be placed outside of the right-of-way and the public utilities easement.

w. Prior to Final Plat recordation, the City Engineer shall approve all engineering and construction plans and reports for the required infrastructure for the project.

x. Individual project phases must meet Engineering Design Standard requirements, as may be approved by the City, and including but not limited to water, sewer, drainage, and access requirements.

y. All utilities must be designed to serve the regional area as described in the CMP Water, Wastewater and Reclaimed Water Master Plans and as approved by the City Engineer.

Engineering - Drainage

z. Prior to Final Plat approval, the Property Owner/Developer shall provide a letter from the Flood Control District of Maricopa County approving the conceptual design of the proposed construction on the existing alluvial fans, flood plains, floodways or other flood feature managed by the Flood Control District that is affecting this project.

aa. The Property Owner/Developer must accommodate off-site storm water in the project design plans, manage this flow as part of the project, and redistribute it in a like manner and location to the existing conditions. Historic discharge conditions and locations may not be altered unless there are easements or agreements with adjacent downstream landowners that specifically allow altering the discharge conditions, or as approved by the City.

bb. The Property Owner/Developer shall obtain approval from the applicable utility interests for easement location and width, as required for utility purposes.

cc. At the time of improvement plan submittal, the Property Owner/Developer shall provide a comprehensive Drainage Master Plan, which addresses all on-site and off-site drainage requirements and issues. The Drainage Master Plan shall also identify the method by which existing 100-year floodplains will be mitigated.

Engineering - Public Safety

dd. The Buckeye Fire Chief and City Engineer shall determine the number, location, and types of all fire hydrants.

ee. Prior to delivery of any combustible materials to the site for vertical construction, an adequate fire protection system shall be completely operational, with proper fire flow, as approved by the Fire Chief and City Engineer.

ff. The Property Owner/Developer shall dedicate a two and one half (2.5) to three (3) acre site for a public safety facility, with the precise size, shape and location to be approved by the Fire Chief and City Engineer.

Engineering - Streets

gg. The Owner/Developer shall submit a Traffic Impact Analysis at the time of Preliminary Plat or Site Plan for review and approval by the City.

hh. All streets (local, collector, and arterial), sidewalks, parks, and other common areas, as determined by the City Engineer, shall be sufficiently illuminated to ensure the safety and security of persons and property. The City Engineer shall approve all lighting improvements.

ii. All street names shall be subject to final approval by the City of Buckeye and shall conform to the City of Phoenix grid alignment unless otherwise approved by the City.

jj. Pavement sections for all streets shall be determined in accordance with a City Engineer-approved geotechnical analysis, but shall not be less than the City's minimum requirements.

kk. Street signs and sign posts shall be placed at all street intersections, with stop signs where applicable, by the Property Owner/Developer and shall be in place when street paving is completed. Specification for design, construction, location, and installation shall be in accordance with City roadway standards and shall be approved by the City Engineer.

ll. Any traffic signals required due to traffic generated by this project shall be installed by the Property Owner/Developer when warranted, as approved by the City. The Property Owner/Developer may enter into a traffic signal reimbursement agreement pursuant to and in accordance with City code requirements that provides for reimbursement from other private property owners for their proportionate share impact based on percentage of traffic generated by each property owner at project buildout or as otherwise mutually agreed. The projected traffic from each contributing property will be determined by a traffic impact analysis prepared by a registered civil engineer and reviewed and approved by the City.

mm. All traffic signals required within this development are required to be constructed by the Property Owner/Developer when warranted. The Property Owner/Developer may enter into a traffic signal reimbursement agreement pursuant to and in accordance with City code requirements that provides for reimbursement from other private property owners for their proportionate share impact based on percentage of traffic generated by each property owner at project buildout or as otherwise mutually agreed. The projected traffic from each

contributing property will be determined by a traffic impact analysis prepared by a registered civil engineer and reviewed and approved by the City.

nn. In the event that access to and within a non-residential site located within the project is proven to be a threat to public safety and security, the Property Owner/Developer is responsible for revising the roadway and access layout to alleviate the City's concerns with respect to public safety and security. Any such changes will be considered a minor change to existing site plan approvals and shall be approved by the City Engineer and the Development Services Director.

oo. The Property Owner/Developer shall submit a Map of Dedication (MOD) to the City of Buckeye dedicating right-of-way for functionally classified roadways when requested to do so by the City. Such right-of-way may be requested by the City to be dedicated in advance of development to permit the construction of needed City infrastructure to adjacent sites.

pp. A bi-directional WB-50 turning diagram is required to be shown for all driveways, drive isles, streets and other access ways. The diagram is required to have a continuous drive path and line segments are not allowed.

qq. Provide a Transportation Impact Analysis for City review and approval. The TIA needs to cover the entire CMP area.

rr. The Canyon Springs Bridge is required to be completed prior to the release of any building permits.

ss. The traffic impact analysis (TIA) prepared for the Project shall be reviewed and approved by the City prior to the approval of any final plats or site plans within the Project. At the direction of the City Engineer, a "Traffic Count and Traffic Count Analysis" shall be prepared by developer on a regular basis, but no more than annually, to determine when thresholds are met which might trigger widening of phased streets or when traffic signals are warranted. The City Engineer shall determine where and when the traffic counts are required. The traffic counts will be limited to those phased streets within the Project, street intersections within the Project which might warrant traffic signals and Canyon Springs Boulevard and Desert Oasis Boulevard north of Sun Valley Parkway. The Property Owner/Developer shall dedicate the half-street right of way for Happy Valley Road and may use the Happy Valley Road for offsite drainage conveyance on an interim basis. While the project uses the right of way for drainage, the Property Owner/Developer shall maintain the right of way. The City has the right to construct Happy Valley Road within the right of way at any time.

Engineering - Wastewater

tt. At the time of Improvement Plan submittal, the Property Owner/Developer shall submit for review and approval a Sewer Master Plan, which provides sizing calculations for all on-site and off-site sewers.

uu. Prior to Final Plat approval, an effluent irrigation pipe (Purple Pipe) system shall be designed by the Property Owner/Developer and approved by the City Engineer in order to service association maintained landscaping areas, with the exception of smaller landscape areas, landscape areas with low water usage plantings and those landscape areas that are remote and deemed not economically feasible for the extension of Purple Pipe.

vv. The Property Owner/Developer is responsible for providing, at their sole cost and expense, all public infrastructure necessary to serve the project including, without limitation, water and wastewater service in accordance with Ordinance No. 86-06. This includes water supply, infrastructure, and capacity for the production, treatments and delivery of water to the project and the collection, treatment and disposal, including recharge and/or reuse, of wastewater generated at the project.

ww. Recharge facilities shall be located and constructed in a manner that the majority of potable wells, as determined by the City Engineer, for the project can be permitted as recovery wells.

xx. Effluent required for recharge or reuse is directly related to the amount of sewer generation from the land.

yy. All effluent generated by this project is owned by the City.

zz. Prior to Final Plat approval, a CMP level Wastewater Master Plan must be provided to the City for review and approval.

aaa. Prior to Final Plat approval, a CMP level Reclaimed Water Master Plan must be provided to the City for review and approval.

Engineering - Water

bbb. The Property Owner/Developer is responsible for providing water at the project for construction purposes including obtaining the necessary water rights for the water supply to be used for construction purposes. This includes utilizing non-potable water for construction before using City potable water.

ccc. To the extent allowed by law, all Type-I Non-irrigation and Irrigation Grandfathered Rights associated with the property shall be properly extinguished and the resulting extinguishment credits conveyed to the City of Buckeye or

pledged to the City of Buckeye account at the Arizona Department of Water Resources prior to the issuance of any building permits.

ddd. The Property Owner/Developer shall allocate any surface water rights to the City prior to the issuance of any building permits.

eee. The Property Owner/Developer shall notify the City's Water Resources Department of the location of any registered and unregistered wells on the property and the Property Owner/Developer and the City's Water Resources Department shall meet and confer to determine if the wells are beneficial or whether they shall be abandoned. Wells shall be abandoned by the Property Owner/Developer if the City's Water Resources Department determines that they present a health and safety hazard or are contributing to groundwater contamination and are not able to be rehabilitated, modified, or re-drilled to prevent the health and safety hazard or groundwater contamination. Abandonment of wells shall be performed pursuant to and in compliance with State law and shall be completed prior to the issuance of any building permits

fff. Prior to Final Plat approval, the Property Owner/Developer shall produce a Certificate of Assured Water Supply issued by the Arizona Department of Water Resources (ADWR), covering all lots and parcels created, defined, or depicted on said plat. The certificate must be consistent with all Arizona Department of Water Resources ADWR rules and regulations. In the event the City has been designated an assured water provided prior to Final Plat approval, and the ADWR has not yet issued a Certificate or Certificates of Assured Water Supply for the subdivision, a Certificate or Certificates of Assured Water Supply will not be required by the City. The City may instead require as a condition to Final Plat approval that the Property Owner/Developer provide the City with other evidence demonstrating that there is sufficient volume and quality of water necessary to serve the demands at the subdivision such as a physical availability determination issued by the ADWR along with supporting documentation or that the Property Owner/Developer provide the City with a copy of an analysis of assured water supply, with supporting documentation, issued by the ADWR for the subdivision.

ggg. Prior to Preliminary/Final Plat/Site Plan approval, the Property Owner/Developer shall submit to the City for review and approval Water Master Plans. In order to provide for water production, the Property Owner/Developer may be required to provide additional sites for production wells and water production site on the Preliminary/Final Plat/Site Plan or at off-site locations.

hhh. In the event the City has been designated by the Arizona Department of Water Resources (ADWR) as having an assured water supply, the Property Owner/Developer has, prior to Final Plat approval and if requested by the City, reduced the volume of its analysis of assured water supply for the subdivision to allow the City to include the relinquished water supply in the City's designation in order that the City may provide water service to the subdivision; provided, however, the Property Owner/Developer may relinquish a portion(s) of its analysis for assured water supply in connection with water service by the City to a Phase or Phases of development of the subdivision if ADWR approves such partial relinquishment and reduction in the analysis volume without negatively impacting the priority of the remaining reserved groundwater under the Property Owner/Developer's analysis of assured water supply. The Property Owner/Developer acknowledges that the City is preparing to submit to ADWR its application for designation as an assured water provider and the Property Owner/Developer agrees to cooperate with and support the City's efforts in processing its designation application. The Property Owner/Developer further agrees that it shall submit to ADWR its request to reduce its analysis, by the volume required to meet the demand of the development included in the designation, as applicable and as requested by the City, upon (1) ADWR's administrative determination that the City's designation application is complete; and (2) written notice from ADWR to the City that ADWR is prepared to issue its order designating the City as an assured water provider upon submission of any applicable requests to reduce analyses of assured water supply as evidence of physical availability (the foregoing requirements collectively referred to as "Analysis Reduction Requirements"). If prior to the date on which ADWR issues its order designating the City as an assured water provider, the law or ADWR policy and procedure change that affect the above Analysis Reduction Requirements for the Property Owner/Developer, the Property Owner/Developer specifically acknowledges and agrees that the City shall have the right to require the Property Owner/Developer's compliance with the new law or ADWR policy or procedure and the Property Owner/Developer agrees that is shall perform its obligations in such regard at its sole cost and expense.

iii. Prior to Final Plat approval, a CMP level Water Master Plan must be provided to the City for review and approval.

ATTACHMENTS:

Exhibit A - Vicinity Map
Exhibit B - CMPA Document
Exhibit C - Land Use Map
Exhibit D - School Letter
Exhibit E - Citizen Participation Report
Exhibit F – Citizen Comments
Exhibit G - Ordinance 52-23

Prepared By:
Bart Wingard, Principal Planner

Reviewed By:
Adam Copeland, Deputy Planning Director

WHEN RECORDED, RETURN TO:

City of Buckeye
ATTN: City Clerk, Lucinda J. Aja
530 East Monroe Avenue
Buckeye, Arizona 85326

ORDINANCE NO. 52-23

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING AN AMENDMENT TO THE SPURLOCK RANCH COMMUNITY MASTER PLAN AS DESCRIBED IN CASE NUMBER PLZZ-21-00028; APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BUCKEYE, ARIZONA AND FESTIVAL RANCH NORTH, LLC, CONCERNING THE DEVELOPMENT OF THE PROPERTY; AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER THE DEVELOPMENT AGREEMENT.

WHEREAS, the City of Buckeye ("City") Development Code requires that approval of a Community Master Plan ("CMP") or a Major Amendment to a Community Master Plan be adopted by the Mayor and City Council as part of an approved development agreement between the City and the appropriate party(ies); and

WHEREAS, the City is authorized by Ariz. Rev. Stat. § 9-500.05 to enter into development agreements; and

WHEREAS, the proposed Amendment to the Spurlock Ranch CMP for the development known as North Star Ranch, Case No. PLZZ-21-00028, applies to approximately 2,818 acres of real property legally described in **Exhibit A**, and depicted in **Exhibit B**, both of which are attached hereto; and

WHEREAS, the proposed Amendment to the Spurlock Ranch CMP for the development known as North Star Ranch, Case No. PLZZ-21-00028, was properly noticed for public hearings, and the necessary hearings were conducted on September 13, 2022 and February 6, 2024; and

WHEREAS, the proposed CMP Amendment will enhance the welfare of the community by providing additional development and infrastructure within the City in an area approximately 2 miles north of the intersection of Sun Valley Parkway and Canyon Springs Boulevard, and will not depreciate surrounding property values, and is in harmony with the purposes and intent of the City Development Code and the General Plan; and

WHEREAS, the City of Buckeye Planning & Zoning Commission held a public hearing on September 13, 2022, and recommended approval of this CMP Amendment.

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

Section 1. The recitals set forth above are incorporated as if fully set forth herein.

Section 2. The Amendment to the Spurlock Ranch CMP for the development known as North Star Ranch set forth in Case PLZZ-21-00028, is hereby approved, subject to the conditions of approval attached hereto as **Exhibit C**, incorporated herein by this express reference.

Section 3. The North Star Ranch Development Agreement dated December 19, 2023 between the City of Buckeye, and Arizona municipal corporation and Festival Ranch North, LLC, a Delaware limited liability company, is hereby approved in substantially the form and substance on file with the City Clerk.

Section 4. The Mayor is authorized to sign the Development Agreement, and the Mayor, City Manager, City Clerk, and the City Attorney are hereby authorized and directed to take all steps to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 6th day of February, 2024.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

EXHIBIT A
TO
ORDINANCE 52-23

[Legal Description]

(See Following Pages)

EXHIBIT A

NORTH STAR RANCH
OVERALL BOUNDARY
LEGAL DESCRIPTION

PARCEL 1
A portion of land being situated within Sections 10, 11, 12, 13, 14 and 15, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a 3-1/2" GLO brass cap stamped "T4N R4W S12 S13 R3W S7 S18 1915", 1.2' above ground accepted as the Northeast corner of said Section 13 from which a 2-1/2" GLO brass cap stamped "1/4 S13 S18 1915", 1.2' above ground accepted as the East quarter corner of said Section 13 bears South 00°25'40" West, 2641.37 feet;

Thence South 00°25'40" West, 2641.37 feet along the east line of the Northeast quarter of said Section 13 to the East quarter corner of said Section 13;

Thence South 00°24'51" West, 152.51 feet along the east line of the Southeast quarter of said Section 13 to the northwesterly right of way line of the Central Arizona Project Canal;

Thence departing said east line, South 69°27'46" West, 2828.86 feet along said northwesterly right of way line to the west line of the Southeast quarter of said Section 13;

Thence departing said northwesterly right of way line, North 00°24'09" East, 1163.25 feet along said west line to the Northwest corner of the Southeast quarter of said Section 13;

Thence North 89°36'15" West, 2639.63 feet along the south line of the Northwest quarter of said Section 13 to the quarter corner common to said Sections 13 and 14;

Thence North 89°38'22" West, 2636.45 feet along the south line of the Northeast quarter of said Section 14 to the Southwest corner of the Northeast quarter of said Section 14;

Thence South 00°20'25" West, 2643.59 feet along the east line of the Southwest quarter of said Section 14 to the Southeast corner of the Southwest quarter of said Section 14;

Thence North 89°36'21" West, 2645.12 feet along the south line of the Southwest quarter of said Section 14, to the Southwest corner of said Section 14, also being the Southeast corner of said Section 15;

Thence North 89°35'43" West, 1145.85 feet along the south line of the Southeast quarter of said Section 15 to the centerline of an existing Western Area Power Administration (WAPA) transmission right of way recorded as Document No. 93-0411440, records of Maricopa County, Arizona;

Thence departing said south line, North 17°45'50" West, 4768.27 feet along said centerline;

Thence North 17°46'42" West, 791.42 feet along said centerline to a point on the south line of the Southwest quarter of said Section 10, from which the South quarter corner of said Section 10 bears South 89°33'57" East, a distance of 237.18 feet;

Thence departing said south line and continuing North 17°46'42" West, 5560.82 feet along said centerline to the north line of the Northwest quarter of said Section 10;

Thence departing said centerline, South 89°40'31" East, 1970.94 feet along last said north line to the North quarter corner of said Section 10;

Thence South 89°34'28" East, 2642.40 feet along the north line of the Northeast quarter of said Section 10 to the Northeast corner of said Section 10, also being the Northwest corner of said Section 11;

Thence South 89°35'52" East, 2640.04 feet along the north line of the Northwest quarter of said Section 11 to the North quarter corner of said Section 11;

Thence South 89°37'41" East, 2640.48 feet along the north line of the Northeast quarter of said Section 11 to the Northeast corner of said Section 11, also being the Northwest corner of said Section 12;

Thence South 89°32'10" East, 2639.32 feet along the north line of the Northwest quarter of said Section 12 to the North quarter corner of said Section 12;

Thence South 89°41'47" East, 2642.01 feet along the north line of the Northeast quarter of said Section 12 to the Northeast corner of said Section 12;

Thence South 00°24'59" West, 2640.48 feet along the east line of the Northeast quarter of said Section 12 to the East quarter corner of said Section 12;

Thence South 00°22'12" West, 2642.19 feet along the east line of the Southeast quarter of said Section 12 to the **POINT OF BEGINNING**;

TOGETHER WITH:

PARCEL 2
A portion of land being situated within the Southeast quarter of Section 13, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a 2-1/2" GLO brass cap stamped "1/4 S13 S18 1915", 1.2' above ground accepted as the East quarter corner of said Section 13 from which a 3-1/2" GLO brass cap stamped "T4N R4W S12 S13 R3W S7 S18 1915", 1.2' above ground accepted as the Northeast corner of said Section 13 bears North 00°25'40" East, 2641.37 feet;

Thence South 00°24'51" West, 1009.15 feet along the east line of the Southeast quarter of said Section 13 to the southeasterly right of way line of the Central Arizona Project Canal;

Thence departing said east line, South 69°27'46" West, 1067.33 feet along said southeasterly right of way line to the **POINT OF BEGINNING**;

Thence departing said southeasterly right of way line, South 00°00'00" East, 213.57 feet;

Thence South 69°27'46" West, 464.53 feet along a line that is 200.00 feet southeasterly of and parallel with said southeasterly right of way line;

Thence North 00°00'00" East, 213.57 feet to said southeasterly right of way line;

Thence North 69°27'46" East, 464.53 feet along said southeasterly right of way line to the **POINT OF BEGINNING**.

EXCEPT:
That portion of land being situated within the Northwest quarter of Section 10, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a 2-1/2" GLO brass cap stamped "T4N R4W S3 S4 S9 S10 1916", 1.2' above ground accepted as the Northwest corner of said Section 10 from which a 2-1/2" GLO brass cap leaning northwesterly, stamped "1/4 S13 S10 1916", 1.7' above ground accepted as the North quarter corner of said Section 10 bears South 89°40'31" East, 2638.45 feet,

Thence South 89°40'31" East, 667.51 feet along the north line of the Northwest quarter of said Section 10 to the centerline of an existing Western Area Power Administration

(WAPA) transmission right of way recorded as Document No. 93-0411440, records of Maricopa County, Arizona;

Thence departing said centerline and continuing South 89°40'31" East, 939.65 feet along said north line to the west line of an Arizona Public Service (APS) right of way recorded as Document No. 2009-1197110, records of Maricopa County, Arizona;

Thence departing said north line, South 00°21'04" West, 1534.96 feet along said west line to the **POINT OF BEGINNING**;

Thence continuing South 00°21'04" West, 1013.97 feet along said west line to the easterly line of said WAPA transmission right of way;

Thence departing said west line, North 17°46'42" West, 1066.94 feet along said easterly line;

Thence departing said easterly line, South 89°38'56" East, 331.99 feet to the **POINT OF BEGINNING**.

The above described parcels contain a combined computed area of 122,754,337 sq. ft. (2,818.0518 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1048
Date: December 7, 2023

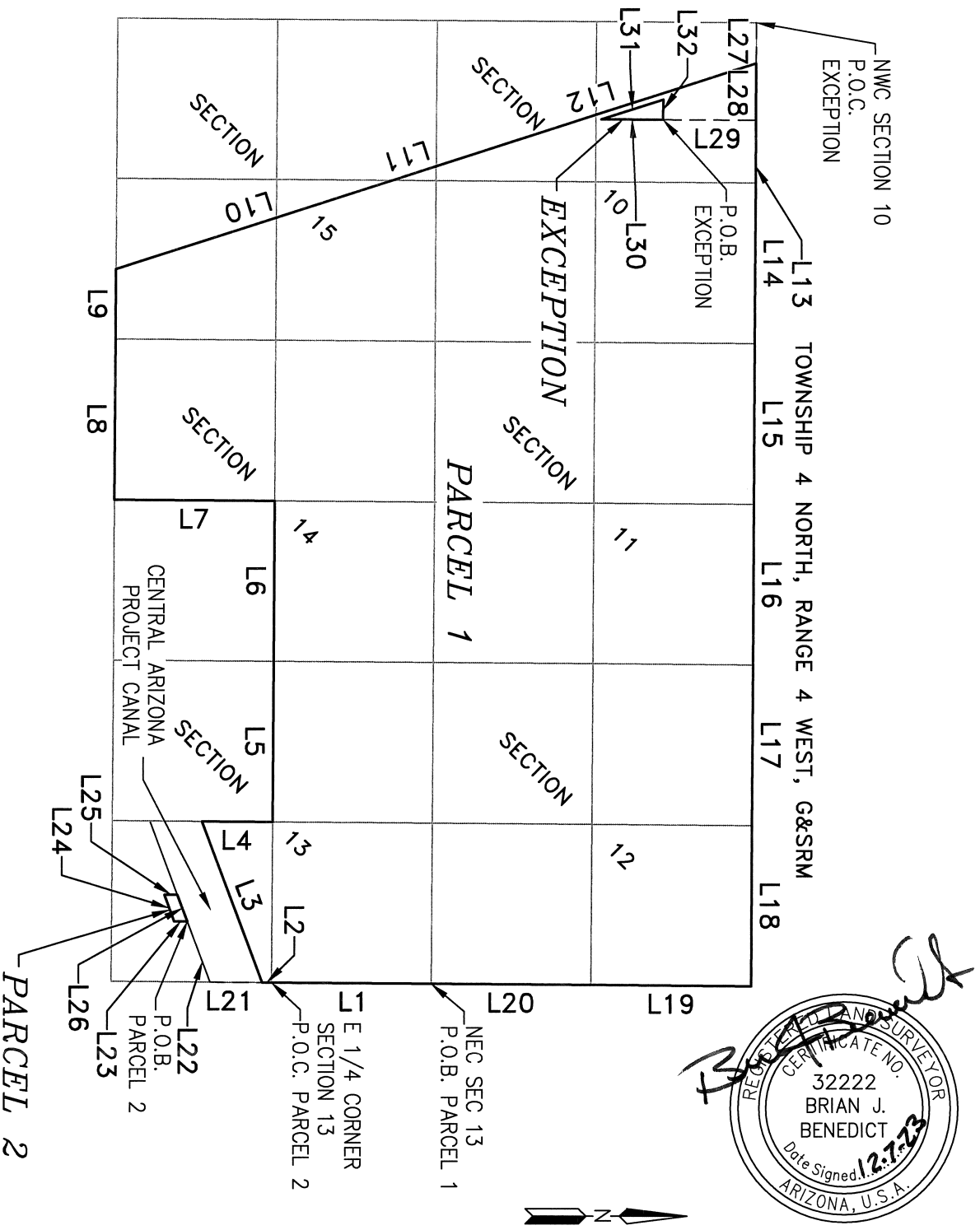
EXHIBIT B
TO
ORDINANCE 52-23

[Property Depiction]

(See Following Pages)

1617

EXHIBIT B



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J.
BENEDICT
Date Signed 12.7.23
ARIZONA, U.S.A.

PAGE 1 OF 2

PROJ.NO.:	1048
DATE:	JULY 2022
SCALE:	N.T.S.
DRAWN BY:	BJB/GS
CHECKED BY:	BJB

NORTH STAR RANCH
OVERALL BOUNDARY
BUCKEYE, ARIZONA

EXHIBIT B

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

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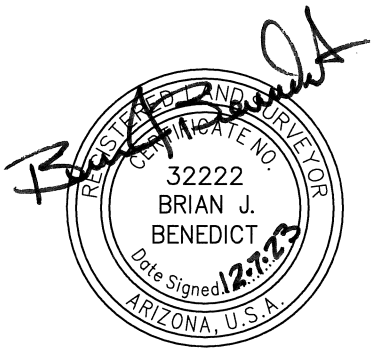
EXHIBIT B

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S00°25'40"W	2641.37'
L2	S00°24'51"W	152.51'
L3	S69°27'46"W	2828.86'
L4	N00°24'09"E	1163.25'
L5	N89°36'15"W	2639.63'
L6	N89°38'22"W	2636.45'
L7	S00°20'25"W	2643.59'
L8	N89°36'21"W	2645.12'
L9	N89°35'43"W	1145.85'
L10	N17°45'50"W	4768.27'
L11	N17°46'42"W	791.42'
L12	N17°46'42"W	5560.82'
L13	S89°40'31"E	1970.94'
L14	S89°34'28"E	2642.40'
L15	S89°35'52"E	2640.04'
L16	S89°37'41"E	2640.48'
L17	S89°32'10"E	2639.32'
L18	S89°41'47"E	2642.01'
L19	S00°24'59"W	2640.48'
L20	S00°22'12"W	2642.19'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L21	S00°24'51"W	1009.15'
L22	S69°27'46"W	1067.33'
L23	S00°00'00"E	213.57'
L24	S69°27'46"W	464.53'
L25	N00°00'00"E	213.57'
L26	N69°27'46"E	464.53'
L27	S89°40'31"E	667.51'
L28	S89°40'31"E	939.65'
L29	S00°21'04"W	1534.96'
L30	S00°21'04"W	1013.97'
L31	N17°46'42"W	1066.94'
L32	S89°38'56"E	331.99'



PROJ.NO.: 1048	NORTH STAR RANCH	HILGARTWILSON
DATE: JULY 2022	OVERALL BOUNDARY	2141 E. HIGHLAND AVE., STE. 250
SCALE: N.T.S.	BUCKEYE, ARIZONA	PHOENIX, AZ 85016
DRAWN BY: BJB/GS	EXHIBIT B	P: 602.490.0535 / F: 602.368.2436
CHECKED BY: BJB		

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EXHIBIT C
TO
ORDINANCE 52-23

[Conditions of Approval]

Planning

a. Development of the property shall be in general conformance to the project narrative report entitled "North Star Ranch Third Community Master Plan Amendment" consisting of 87 pages excluding appendices page count, dated March 4, 2022 and stamped received March 7, 2022, except as modified by the following conditions:

b. Each phase includes a reasonable amount of open space and amenities, as determined and approved by the Planning Division.

c. The property owner(s) and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as result of this approval.

Public Works

d. This subdivision is subject to a Maintenance Improvement District (MID) and in accordance with City of Buckeye Ordinance 42-06. The MID shall be established prior to the recordation of the first Final Plat as determined in the MID guidelines and submitted with the first Final Plat or before.

e. This subdivision is subject to a Street Light Improvement District (SLID) in accordance with City of Buckeye Ordinance 43-05. The SLID shall be established prior to the recordation of the first Final Plat as determined in the SLID guidelines and submitted with the first Final Plat or before.

f. All trash shall be collected through a City of Buckeye licensed trash hauler, including construction debris. Trash enclosures shall be in accordance with City of Buckeye standards.

g. In regards to storm drainage, the City of Buckeye is permitted as a Phase 2 MS4 and is now subject to more stringent standards for stormwater discharge. All stormwater plans must now meet the requirements of the City of Buckeye's MS4 permit as issued by ADEQ (Permit Number AZG2016-002).

Water Resources

h. Waterlines are looped with a minimum of two connections to any phase.

i. Temporary upstream and downstream drainage provisions are provided for any phase to the satisfaction of the City Engineer.

j. The North Star Ranch Master Water Report review comments provided by City of Buckeye Water Resources Department that were provided to HilgartWilson (the applicant) by email on April 18, 2022 will be addressed and all civil documents approved prior to Preliminary Plat approval.

Fire

k. All buildings shall be equipped with a fire protection system as required by City of Buckeye Ordinance 03-22.

l. Two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

m. Residential developments where the number of dwelling units exceeds 20 shall be provided with two separate and approved fire apparatus access roads.

Engineering - General

n. Approval of this CMP Amendment is conditioned upon, and will not be effective, until City Council has approved the requisite development agreement approving this CMP Amendment.

o. Where applicable, no structures may be built on slopes of 15 percent or greater.

p. The Developer shall be required to complete and sign a Public Infrastructure Assurance Agreement prior to the recordation of the first Final Plat. In addition, the Property Owner/Developers shall be required to build or otherwise provide the required infrastructure necessary to serve this project.

q. This subdivision is subject to a Parkway Maintenance Improvement District (MID) formed pursuant to Arizona Revised Statue § 48-574 and in accordance with City of Buckeye Ordinance 42-06 and a Street Light Improvement District (SLID) in accordance with City of Buckeye Ordinance 43-05. These shall be established prior to the recordation of the first Final Plat.

r. All existing overhead power lines less than 69 kV capacity, or any other overhead utilities within the project area or along its boundaries, shall be installed underground.

s. Phasing of public infrastructure shall be subject to a phasing plan as approved by the Development Services Director and City Engineer.

t. Prior to Final Plat recordation, all final civil construction plans and reports including landscaping, irrigation and all lighting improvement plans, shall be reviewed and approved by the City of Buckeye.

u. The Applicant will submit an electronic CAD and GIS file with full construction documents of the development to the City Engineer, Public Works Department, and

GIS Administrator upon Final Plat approval in order to maintain current street records and assist in emergency dispatch and response.

v. All existing irrigation facilities located on the site shall be abandoned, relocated, or installed underground. Any District-owned facilities to be located within the right-of-way shall be located near the rear of the right-of-way and the right-of-way shall be extended at least five feet. Any additional right-of-way for District-owned facilities (not to exceed five feet) shall be placed outside of the right-of-way and the public utilities easement.

w. Prior to Final Plat recordation, the City Engineer shall approve all engineering and construction plans and reports for the required infrastructure for the project.

x. Individual project phases must meet Engineering Design Standard requirements, as may be approved by the City, and including but not limited to water, sewer, drainage, and access requirements.

y. All utilities must be designed to serve the regional area as described in the CMP Water, Wastewater and Reclaimed Water Master Plans and as approved by the City Engineer.

Engineering - Drainage

z. Prior to Final Plat approval, the Property Owner/Developer shall provide a letter from the Flood Control District of Maricopa County approving the conceptual design of the proposed construction on the existing alluvial fans, flood plains, floodways or other flood feature managed by the Flood Control District that is affecting this project.

aa. The Property Owner/Developer must accommodate off-site storm water in the project design plans, manage this flow as part of the project, and redistribute it in a like manner and location to the existing conditions. Historic discharge conditions and locations may not be altered unless there are easements or agreements with adjacent downstream landowners that specifically allow altering the discharge conditions, or as approved by the City.

bb. The Property Owner/Developer shall obtain approval from the applicable utility interests for easement location and width, as required for utility purposes.

cc. At the time of improvement plan submittal, the Property Owner/Developer shall provide a comprehensive Drainage Master Plan, which addresses all on-site and off-site drainage requirements and issues. The Drainage Master Plan shall also identify the method by which existing 100-year floodplains will be mitigated.

Engineering - Public Safety

dd. The Buckeye Fire Chief and City Engineer shall determine the number, location, and types of all fire hydrants.

ee. Prior to delivery of any combustible materials to the site for vertical construction, an adequate fire protection system shall be completely operational, with proper fire flow, as approved by the Fire Chief and City Engineer.

ff. The Property Owner/Developer shall dedicate a two and one half (2.5) to three (3) acre site for a public safety facility, with the precise size, shape and location to be approved by the Fire Chief and City Engineer.

Engineering - Streets

gg. The Owner/Developer shall submit a Traffic Impact Analysis at the time of Preliminary Plat or Site Plan for review and approval by the City.

hh. All streets (local, collector, and arterial), sidewalks, parks, and other common areas, as determined by the City Engineer, shall be sufficiently illuminated to ensure the safety and security of persons and property. The City Engineer shall approve all lighting improvements.

ii. All street names shall be subject to final approval by the City of Buckeye and shall conform to the City of Phoenix grid alignment unless otherwise approved by the City.

jj. Pavement sections for all streets shall be determined in accordance with a City Engineer-approved geotechnical analysis, but shall not be less than the City's minimum requirements.

kk. Street signs and sign posts shall be placed at all street intersections, with stop signs where applicable, by the Property Owner/Developer and shall be in place when street paving is completed. Specification for design, construction, location, and installation shall be in accordance with City roadway standards and shall be approved by the City Engineer.

ll. Any traffic signals required due to traffic generated by this project shall be installed by the Property Owner/Developer when warranted, as approved by the City. The Property Owner/Developer may enter into a traffic signal reimbursement agreement pursuant to and in accordance with City code requirements that provides for reimbursement from other private property owners for their proportionate share impact based on percentage of traffic generated by each property owner at project buildout or as otherwise mutually agreed. The projected traffic from each contributing property will be determined by a traffic impact analysis prepared by a registered civil engineer and reviewed and approved by the City.

mm. All traffic signals required within this development are required to be constructed by the Property Owner/Developer when warranted. The Property Owner/Developer may enter into a traffic signal reimbursement agreement pursuant to and in accordance with City code requirements that provides for reimbursement from other private property owners for their proportionate share impact based on percentage of traffic generated by each property owner at project buildout or as

otherwise mutually agreed. The projected traffic from each contributing property will be determined by a traffic impact analysis prepared by a registered civil engineer and reviewed and approved by the City.

nn. In the event that access to and within a non-residential site located within the project is proven to be a threat to public safety and security, the Property Owner/Developer is responsible for revising the roadway and access layout to alleviate the City's concerns with respect to public safety and security. Any such changes will be considered a minor change to existing site plan approvals and shall be approved by the City Engineer and the Development Services Director.

oo. The Property Owner/Developer shall submit a Map of Dedication (MOD) to the City of Buckeye dedicating right-of-way for functionally classified roadways when requested to do so by the City. Such right-of-way may be requested by the City to be dedicated in advance of development to permit the construction of needed City infrastructure to adjacent sites.

pp. A bi-directional WB-50 turning diagram is required to be shown for all driveways, drive isles, streets and other access ways. The diagram is required to have a continuous drive path and line segments are not allowed.

qq. Provide a Transportation Impact Analysis for City review and approval. The TIA needs to cover the entire CMP area.

rr. The Canyon Springs Bridge is required to be completed prior to the release of any building permits.

ss. A traffic impact analysis shall be updated on an annual basis by the Owner. This update shall include traffic counts at City approved locations, stop sign warrants, and traffic signal warrants as required by the City.

tt. The Property Owner/Developer shall dedicate the half-street right of way for Happy Valley Road and may use the Happy Valley Road for offsite drainage conveyance on an interim basis. While the project uses the right of way for drainage, the Property Owner/Developer shall maintain the right of way. The City has the right to construct Happy Valley Road within the right of way at any time.

Engineering - Wastewater

uu. At the time of Improvement Plan submittal, the Property Owner/Developer shall submit for review and approval a Sewer Master Plan, which provides sizing calculations for all on-site and off-site sewers.

vv. Prior to Final Plat approval, an effluent irrigation pipe (Purple Pipe) system shall be designed by the Property Owner/Developer and approved by the City Engineer in order to service association maintained landscaping areas, with the exception of smaller landscape areas, landscape areas with low water usage plantings and those landscape areas that are remote and deemed not economically feasible for the extension of Purple Pipe.

ww. The Property Owner/Developer is responsible for providing, at their sole cost and expense, all public infrastructure necessary to serve the project including, without limitation, water and wastewater service in accordance with Ordinance No. 86-06. This includes water supply, infrastructure, and capacity for the production, treatments and delivery of water to the project and the collection, treatment and disposal, including recharge and/or reuse, of wastewater generated at the project.

xx. Recharge facilities shall be located and constructed in a manner that the majority of potable wells, as determined by the City Engineer, for the project can be permitted as recovery wells.

yy. Effluent required for recharge or reuse is directly related to the amount of sewer generation from the land.

zz. All effluent generated by this project is owned by the City.

aaa. Prior to Final Plat approval, a CMP level Wastewater Master Plan must be provided to the City for review and approval.

bbb. Prior to Final Plat approval, a CMP level Reclaimed Water Master Plan must be provided to the City for review and approval.

Engineering - Water

ccc. The Property Owner/Developer is responsible for providing water at the project for construction purposes including obtaining the necessary water rights for the water supply to be used for construction purposes. This includes utilizing non-potable water for construction before using City potable water.

ddd. To the extent allowed by law, all Type-I Non-irrigation and Irrigation Grandfathered Rights associated with the property shall be properly extinguished and the resulting extinguishment credits conveyed to the City of Buckeye or pledged to the City of Buckeye account at the Arizona Department of Water Resources prior to the issuance of any building permits.

eee. The Property Owner/Developer shall allocate any surface water rights to the City prior to the issuance of any building permits.

fff. The Property Owner/Developer shall notify the City's Water Resources Department of the location of any registered and unregistered wells on the property and the Property Owner/Developer and the City's Water Resources Department shall meet and confer to determine if the wells are beneficial or whether they shall be abandoned. Wells shall be abandoned by the Property Owner/Developer if the City's Water Resources Department determines that they present a health and safety hazard or are contributing to groundwater contamination and are not able to be rehabilitated, modified, or re-drilled to prevent the health and safety hazard or groundwater contamination. Abandonment of wells shall be performed pursuant to and in compliance with State law and shall be completed prior to the issuance of any building permits

ggg. Prior to Final Plat approval, the Property Owner/Developer shall produce a Certificate of Assured Water Supply issued by the Arizona Department of Water Resources (ADWR), covering all lots and parcels created, defined, or depicted on said plat. The certificate must be consistent with all Arizona Department of Water Resources ADWR rules and regulations. In the event the City has been designated an assured water provided prior to Final Plat approval, and the ADWR has not yet issued a Certificate or Certificates of Assured Water Supply for the subdivision, a Certificate or Certificates of Assured Water Supply will not be required by the City. The City may instead require as a condition to Final Plat approval that the Property Owner/Developer provide the City with other evidence demonstrating that there is sufficient volume and quality of water necessary to serve the demands at the subdivision such as a physical availability determination issued by the ADWR along with supporting documentation or that the Property Owner/Developer provide the City with a copy of an analysis of assured water supply, with supporting documentation, issued by the ADWR for the subdivision.

hhh. Prior to Preliminary/Final Plat/Site Plan approval, the Property Owner/Developer shall submit to the City for review and approval Water Master Plans. In order to provide for water production, the Property Owner/Developer may be required to provide additional sites for production wells and water production site on the Preliminary/Final Plat/Site Plan or at off-site locations.

iii. In the event the City has been designated by the Arizona Department of Water Resources (ADWR) as having an assured water supply, the Property Owner/Developer has, prior to Final Plat approval and if requested by the City, reduced the volume of its analysis of assured water supply for the subdivision to allow the City to include the relinquished water supply in the City's designation in order that the City may provide water service to the subdivision; provided, however, the Property Owner/Developer may relinquish a portion(s) of its analysis for assured water supply in connection with water service by the City to a Phase or Phases of development of the subdivision if ADWR approves such partial relinquishment and reduction in the analysis volume without negatively impacting the priority of the remaining reserved groundwater under the Property Owner/Developer's analysis of assured water supply. The Property Owner/Developer acknowledges that the City is preparing to submit to ADWR its application for designation as an assured water provider and the Property Owner/Developer agrees to cooperate with and support the City's efforts in processing its designation application. The Property Owner/Developer further agrees that it shall submit to ADWR its request to reduce its analysis, by the volume required to meet the demand of the development included in the designation, as applicable and as requested by the City, upon (1) ADWR's administrative determination that the City's designation application is complete; and (2) written

notice from ADWR to the City that ADWR is prepared to issue its order designating the City as an assured water provider upon submission of any applicable requests to reduce analyses of assured water supply as evidence of physical availability (the foregoing requirements collectively referred to as "Analysis Reduction Requirements"). If prior to the date on which ADWR issues its order designating the City as an assured water provider, the law or ADWR policy and procedure change that affect the above Analysis Reduction Requirements for the Property Owner/Developer, the Property Owner/Developer specifically acknowledges and agrees that the City shall have the right to require the Property Owner/Developer's compliance with the new law or ADWR policy or procedure and the Property Owner/Developer agrees that is shall perform its obligations in such regard at its sole cost and expense.

jjj. Prior to Final Plat approval, a CMP level Water Master Plan must be provided to the City for review and approval.