

City of Arvada

City Council Agenda

MAY 20, 2024

CITY COUNCIL CHAMBERS

Regular Business

Councilmembers:

Lauren Simpson, Mayor
Randy Moorman, Mayor Pro-Tem
Shawna Ambrose, District 2
Sharon Davis, At large
Lisa Feret, At large
Bob Fifer, District 4
John Marriott, District 3

Staff Members Usually Present:

Lorie Gillis, City Manager
Linda Haley, Deputy City Manager
Don Wick, Deputy City Manager
Rachel Morris, City Attorney
Jacqueline Rhoades, Director of Public Works
Sharon Israel, Director of Utilities
Jessica Garner, Director of Community & Econ. Dev.
Bryan Archer, Director of Finance
Gabriella Bommer, Director of Human Resources
Rachael Kuroiwa, Director of Communications & Engagement
Kristen Rush, City Clerk

Info: 720-898-7550

CITY COUNCIL MEETING – CITY COUNCIL CHAMBERS

6:00 PM

1. Call to Order - 6:00 PM
2. Moment of Reflection and Pledge of Allegiance - Councilmember Marriott
3. Roll Call of Councilmembers
4. Approval of Minutes
 - A. May 6, 2024 City Council Meeting
5. Recognitions and Communications
 - A. Proclamation for Pride Month - Presented by Councilmember Davis
 - B. Proclamation for National Public Works Week - Presented by Councilmember Marriott
 - C. Proclamation for Drinking Water Week - Presented by Councilmember Davis
 - D. Proclamation for Building Safety Month - Presented by Councilmember Marriott
 - E. Proclamation for Poppy Month - Presented by Councilmember Ambrose
 - F. Proclamation for Mental Health Month - Presented by Councilmember Ambrose
6. Presentations
 - A. Olde Town Arvada Business Improvement District Presentation
7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit
8. New Business

A. Consent Agenda

1. R24-048, A Resolution Authorizing the Issuance of a Purchase Order in the amount of \$815,100.00 to Mobile Concepts Technology, LLC (MCT) for Mobile Computer Equipment for the Arvada Police Department
2. R24-050, A Resolution Authorizing Acceptance Of Fleet ZERO-Emission Resource Opportunity Grant Funds From The State Of Colorado To Install Electric Vehicle Charging Stations
3. R24-051, A Resolution Authorizing An Agreement By and Between the City of Arvada and Asphalt Specialties Co., Inc., for Asphalt Mill/Overlay For City of Arvada Parking Lots - Phase I, CSB 24-FAC-035, In An Amount Not to Exceed \$662,849.05
4. R24-052, A Resolution Authorizing Acceptance Of Charge Ahead Colorado Grant Funds From The State Of Colorado To Install Electric Vehicle Charging Stations
5. R24-053, A Resolution Approving an Agreement by and Between the City of Arvada and Origins at Olde Town Owner Association, Inc. for the Grant of a Revocable Encroachment License to Accommodate Two pedestrian Guardrails along a Portion of the Public Sidewalk Adjacent to 5350 Carr Street Unit A and 5352 Carr Street Unit A, within Public Right of Way
6. R24-054, A Resolution Approving an Agreement by and between the City of Arvada and Origins at Olde Town Owner Association, Inc. for the grant of a revocable encroachment license to accommodate a pedestrian guardrail along a portion of the public sidewalk adjacent to 5430 Carr Street unit A, within public right of way
7. R24-055, A Resolution Approving a Lease Agreement by and between the City of Arvada and GoFarm for Agricultural Production on Approximately 3.5 Acres of Land at Hills at Standley Lake Park at 8412 Alkire Street, Arvada, Colorado 80005

B. Resolutions

1. R24-056, A Resolution Approving the 2024-2030 City Council Strategic Plan (Presenter: Lorie Gillis, City Manager)
2. R24-057, A Resolution Approving the 2024 Arvada Housing Strategic Plan (Presenter: Carrie Espinosa and Pat Noonan, Housing Advisory Committee Chair)
3. R24-058, A Resolution Authorizing Two Lease Agreements By and Between the City of Arvada and the United States Postal Service for Lease of the Building at 5885 Allison Street and for Lease of the Parking Lot at 5886 Ammons Street, and Authorizing a Commission Agreement with Jones Lang LaSalle Americas, Inc. (Presenter: Kim Vagher, Manager of City Facilities)
4. R24-049, A Resolution Authorizing a Non-Exclusive Easement Agreement Between the City of Arvada and the City and County of Denver, Acting by and Through Its Board of Water Commissioners, for Denver Water's 2-Inch Rigid PVC Coated Conduit for Communication Cables and Appurtenances (Presenter: Mary Stahl, Utilities Engineering Manager)

C. Ordinances (First Reading) - None

9. Other

10. Public Hearings - 6:15 PM - None

11. Public Comment - Five Minute Limit

12. Reports from City Council

A. Council Committee Reports

13. Reports from City Manager

A. Review of Future Workshops and Presentations

14. Reports from City Attorney

15. Adjournment



SUMMARY OF MINUTES OF THE MEETING OF THE ARVADA CITY COUNCIL HELD MAY 6, 2024

1. Executive Session – 5:00 p.m.
 - A. Legal Advice, Pursuant to CRS 24-6-402(4)(b) Relating to social media and open meetings law. (There was not time for this item)
 - B. Acquisition of Real Property, Pursuant to CRS 24-6-402(4)(a) and Instructions to Negotiators, Pursuant to CRS 24-6-402(4)(e)(I) regarding potential purchase of property for a navigation center.

Councilmember Fifer moved to go into executive session for Acquisition of Real Property, Pursuant to CRS 24-6-402(4)(a) and Instructions to Negotiators, Pursuant to CRS 24-6-402(4)(e)(I) regarding potential purchase of property for a navigation center.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Feret, Fifer, Marriott

The Motion was Approved

1. Call to Order - 6:20 p.m.

Due to a power outage, this Arvada City Council meeting was held via Zoom. Mayor Simpson, Mayor Pro Tem Moorman, Councilmember Ambrose, Councilmember Davis, Councilmember Feret, Councilmember Fifer, and Councilmember Marriott were all present on Zoom. Members of the public were given notice with instructions on how to participate with public comment.

2. Moment of Reflection and Pledge of Allegiance
3. Roll Call of Councilmembers

Those Present: Mayor Lauren Simpson, Mayor Pro Tem Randy Moorman, Councilmember Shawna Ambrose, Councilmember Sharon Davis, Councilmember Lisa Feret, Councilmember Bob Fifer, Councilmember John Marriott

Also Present: Lorie Gillis, City Manager; Rachel Morris, City Attorney; Linda Haley, Deputy City Manager; Don Wick, Deputy City Manager; Bryan Archer, Director of Finance; Jessica Garner, Director of Community and Economic Development; Katie Patterson, Communications Manager, Infrastructure; and Kristen Rush, City Clerk.

4. Approval of Minutes – April 15, 2024

The minutes stand approved.

5. Recognition and Communication –

- A. Proclamation for Poppy Month
- B. Proclamation for Drinking Water Week
- C. Proclamation for Mental Health Month
- D. Proclamation for Building Safety Month

Due to the power outage, these proclamations will be rescheduled to a future meeting.

6. Presentations – none

7. Public Comment –

- A. Alan Lindsey, Arvada resident, addressed council regarding Davis Lane Park
- B. Jacob Adlis, Arvada resident, addressed council regarding Davis Lane Park
- C. Jason Bolton, Arvada resident, addressed council regarding Davis Lane Park
- D. Andrew Edberg, Arvada resident, addressed council regarding Davis Lane Park
- E. Tom Carney, Arvada resident, addressed council regarding Davis Lane Park
- F. Sharon Grimm, Arvada resident, addressed council regarding Davis Lane Park
- G. Xavier Bejarno, Arvada resident, addressed council regarding Davis Lane Park
- H. Michelle Cheer, Arvada resident, addressed council regarding Davis Lane Park
- I. Dennis Beamis, Arvada resident, addressed council regarding Davis Lane Park
- J. Josh Savage, Arvada resident, addressed council regarding Davis Lane Park
- K. Lynn Clemens, Arvada resident, addressed council regarding the development project on McIntyre Street in unincorporated Jefferson County.
- L. Mike Rawluk, Golden resident, addressed council regarding the development project on McIntyre Street in unincorporated Jefferson County.
- M. Erica Tucker, Arvada resident, addressed council regarding the Israel, Palestinian conflict.
- N. Karen Hersh, Golden resident, addressed council regarding the Equestrian Center
- O. Madi Butler, Arvada resident, addressed council regarding Davis Lane Park

8. New Business

A. Consent Agenda

- 1. R24-045 A Resolution Authorizing Amendment No. 3 To “A Construction Management/General Contractor (CM/GC) Agreement by and Between the City of Arvada and Archer Western Construction, LLC for the Zephyr (Zone 5) Tank, Project No. 24-WA-10” for the Addition of An Early Works Package, thereby Increasing the Contract Amount from \$491,080.00, to an Amount Not to Exceed \$4,078,293.00
- 2. R24-046 A Resolution Authorizing a Second Amendment to the Lease Agreement Between the City of Arvada and T-Mobile West Tower, LLC., Formerly Voicestream PCS II Corporation
- 3. R24-047 A Resolution Authorizing a License Agreement between the City of Arvada and the Regional Transportation District for a Public Roadway Crossing at Robb St.

Councilmember Marriott moved that R24-045, A Resolution Authorizing Amendment No. 3 To “A Construction Management/General Contractor (CM/GC) Agreement by and Between the City of Arvada and Archer Western Construction, LLC for the Zephyr (Zone 5) Tank, Project No. 24-WA-10” for the Addition of An Early Works Package, thereby Increasing the Contract Amount from \$491,080.00, to an Amount Not to Exceed \$4,078,293.00; R24-046, A Resolution Authorizing a Second Amendment to the Lease Agreement Between the City of Arvada and T-Mobile West Tower, LLC., Formerly Voicestream

PCS II Corporation; R24-047, A Resolution Authorizing a License Agreement between the City of Arvada and the Regional Transportation District for a Public Roadway Crossing at Robb St., be approved.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Feret, Fifer, Marriott
The Motion was Approved.

B. Resolutions – None

C. Ordinances (First Reading) –None

9. Appointments to the Olde Town Arvada Business Improvement District (BID) Board

Councilmember Davis moved to Appoint Kristen Chayer, Allyson Skiba, Loren Naftz and Steven Cohen to the Olde Town BID Board for three-year terms ending April 30, 2027.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Feret, Fifer, Marriott
The Motion was Approved

10. Public Hearings –

A. CB24-007 An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2023 (Ordinance No. 4873) (Presenter: Bryan Archer, Finance Director)

Mayor Simpson opened the public hearing on CB24-007.

Bryan Archer, Director of Finance, reviewed this ordinance with council.

No one wishing to speak for or against, the public hearing was closed.

Councilmember Fifer moved that CB24-007, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2023, numbered 4873 and ordered published by title only.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Feret, Fifer, Marriott
The Motion was Approved

11. Workshops

A. Arvada Parks Maintenance Standards

Steve Gustafson, Parks Manager, provided an overview of the City's approach to maintaining city-owned parks, open spaces and trails. Mr. Gustafson reviewed the community survey data, standards and emerging best practices/innovations.

The Arvada Parks Division performs routine maintenance for City-owned parks, trails, sports facilities, landscaped medians, and City facilities. Parks team members maintain more than 220 sites and 4,200 acres of parks and open space, which includes:

- 70 playgrounds
- 40 median and streetscape locations
- 9 sports complexes
- 32 multi-use fields
- 80+ courts for basketball, tennis and pickleball
- 41 pavilions
- 15,000+ trees

The City of Arvada's Parks Maintenance Professionals conduct their maintenance based on a set of clearly defined standards. The goal of the City's Parks Maintenance team is to maintain the highest parks and open space standards possible, making the best use of City resources in a sustainable, equitable and consistent fashion. Safety is always the top priority for the Arvada team. This includes the safety of the community and the safety of city team members.

B. Park Naming – Holistic Health and Fitness Park

Darin DeLay, Parks and Urban Design Manager, said that the City of Arvada is currently constructing a new park at 10275 W 55th Ave. Construction is progressing on schedule and the city team expects the park to be complete by June 2024. The city team is initiating the naming process by bringing forth a proposed name for the Council to consider.

Mr. DeLay said that design efforts for the new park began in 2016, in collaboration with Red Rocks Community College (RRCC). The park has long been referred to as Holistic Health and Fitness Park, dating back to the planning and engagement stages of the project in 2017 and in numerous official city documents and engagement efforts over the years. These planning and engagement efforts were completed in advance of city Policy No. 1000.2, Naming and Renaming of Public Spaces and Facilities (effective January 11, 2021). The park has not yet been provided an official name through the city's naming and renaming policy.

The long-time vision of Arvada's Holistic Health and Fitness Park is to meet identified public park service gaps and to support higher education curriculum at the RRCC Arvada Campus. In 2017, the City conducted extensive community outreach during the development of the park design including:

- Public Open House Meeting: May 18, 2017 at Red Rocks Community College Arvada Campus
- Stakeholder Focus Group Meetings June 20, 2017 at Arvada City Hall
- Stakeholder Focus Group Meetings September 18, 2017 at Arvada City Hall
- Public Open House Meeting: October 17, 2017 at Red Rocks Community College Arvada Campus

Section 3 of Policy No. 1000.2 authorizes the City Council to consider name proposals from the city team. In accordance with the city's naming policy, the city team proposes that Holistic Health and Fitness Park be adopted by the City Council as the official name of the new park. This workshop presentation will cover the following required elements of the naming proposal as per the city's naming policy:

- Presentation of the proposed name
- The rationale or justification for the name
- Level of community participation in the development of the proposed name
- Evidence of any opposition to the proposed name

Next Steps: The city team will use Council's feedback on the proposed name and a final name (or list of names) will then be presented to the Council at a future business meeting. Once a final name is approved by the Council, the City team will manufacture the new park sign for installation at the park.

12. Public Comment - Five Minute Limit - None
13. City Council Reports –
 - A. Councilmember Davis said that she attended the Arvada Fire Protection District Citizen Academy.
 - B. Mayor Pro Tem Moorman invited everyone to his monthly coffee chat on May 10 from 2-4 p.m. at Sweet Bloom Coffee Roasters, 7745 Wadsworth Boulevard.
 - C. Mayor Pro Tem Moorman said that The Rocky Flats Stewardship Council will hold their next meeting on May 8 from 11:30 a.m. to 1 p.m.
14. City Manager Reports – None
15. City Attorney Reports – None
16. Adjournment at 8:10 p.m.

Lauren Simpson, Mayor

SEAL:

Kristen R. Rush, City Clerk



REPORT TO CITY COUNCIL

AGENDA ITEM
5.A.

TO: THE HONORABLE CITY COUNCIL

DATE: May 20, 2024

SUBJECT: Proclamation for Pride Month - Presented by Councilmember Davis

Report in Brief

City Council will designate June 2024 as Pride Month.

Prepared by:

Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator 4/29/2024

Laura Hemler, Assistant City Attorney 4/29/2024

Approved by:

Linda Haley, Deputy City Manager 4/30/2024

Rachel Morris, City Attorney 4/30/2024

Lorie Gillis, City Manager 5/1/2024

Enclosure, exhibits & attachments required to support the report

WHEREAS, the Arvada City Council recognizes and proclaims the month of June 2024 as Pride Month throughout the City of Arvada; and the City of Arvada values and promotes diversity, inclusivity, and equality for all its residents, regardless of their sexual orientation or gender identity; and

WHEREAS, Pride Month is an internationally recognized celebration that honors the LGBTQ+ community, their rich history, and their ongoing efforts for equality and acceptance; and Pride Month provides an opportunity for individuals, organizations, and communities to come together in support of LGBTQ+ rights and to raise awareness about the challenges faced by this community; and

WHEREAS, the City of Arvada acknowledges and appreciates the contributions and positive impact of the LGBTQ+ community on our city's cultural, social, and economic fabric; and

WHEREAS, Pride Month serves as a reminder of the ongoing work needed to achieve full equality and to create a society where all individuals can live free from discrimination and prejudice; and

WHEREAS, the City of Arvada remains committed to furthering diversity, equity, and inclusion (DEI) through our internal DEI committee and the current engagement with a DEI consultant to improve our services.

NOW, THEREFORE BE IT RESOLVED that the Mayor and Members of City Council do hereby proclaim the month of June 2024 as Pride Month in the City of Arvada, Colorado in support of the LGBTQ+ community the City and will illuminate the Olde Town Arvada Water Tower on June 21 to raise awareness of the celebration.

Dated this 20th day of May, 2024.

Lauren Simpson, Mayor

Randy Moorman, Mayor Pro Tem

Shawna Ambrose, Councilmember

Sharon Davis, Councilmember

Lisa Feret, Councilmember

Bob Fifer, Councilmember

John Marriott, Councilmember



REPORT TO CITY COUNCIL

AGENDA ITEM
5.B.

TO: THE HONORABLE CITY COUNCIL

DATE: May 20, 2024

SUBJECT: Proclamation for National Public Works Week - Presented by Councilmember Marriott

Report in Brief

City Council will proclaim the week of May 19-25, 2024 as National Public Works Week.

Prepared by:

Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator 4/29/2024

Laura Hemler, Assistant City Attorney 4/29/2024

Approved by:

Linda Haley, Deputy City Manager 4/30/2024

Rachel Morris, City Attorney 4/30/2024

Lorie Gillis, City Manager 5/1/2024

Enclosure, exhibits & attachments required to support the report

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Arvada; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Arvada to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Arvada, Colorado, that the week of May 19-25, 2024 be designated as National Public Works Week. We urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

Dated this 20th day of May, 2024

Lauren Simpson, Mayor

Randy Moorman, Mayor Pro Tem

Shawna Ambrose, Councilmember

Sharon Davis, Councilmember

Lisa Feret, Councilmember

Bob Fifer, Councilmember

John Marriott, Councilmember



REPORT TO CITY COUNCIL

AGENDA ITEM
5.C.

TO: THE HONORABLE CITY COUNCIL

DATE: May 20, 2024

SUBJECT: Proclamation for Drinking Water Week - Presented by Councilmember Davis

Report in Brief

City Council will proclaim the week of May 5-11, 2024 as Drinking Water Week.

Prepared by:

Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator 4/15/2024

Laura Hemler, Assistant City Attorney 4/15/2024

Approved by:

Linda Haley, Deputy City Manager 4/15/2024

Rachel Morris, City Attorney 4/15/2024

Lorie Gillis, City Manager 4/17/2024

Enclosure, exhibits & attachments required to support the report

WHEREAS. water is our most valuable natural resource and drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life our citizens enjoy; and

WHEREAS, tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, the hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers’ taps; and

WHEREAS, the coronavirus pandemic has shone a light on the importance of drinking water for health, hydration and hygiene needs; and

WHEREAS, we are all stewards of the water infrastructure upon which current and future generations depend; and

WHEREAS, the citizens of our city are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it;

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Arvada, Colorado, that the week of May 5 – 11, 2024 be designated as Drinking Water Week in Arvada.

Dated this 6th day of May, 2024.

	Lauren Simpson, Mayor
Randy Moorman, Mayor Pro Tem	Shawna Ambrose, Councilmember
Sharon Davis, Councilmember	Lisa Feret, Councilmember
Bob Fifer, Councilmember	John Marriott, Councilmember



REPORT TO CITY COUNCIL

AGENDA ITEM
5.D.

TO: THE HONORABLE CITY COUNCIL

DATE: May 20, 2024

SUBJECT: Proclamation for Building Safety Month - Presented by Councilmember Marriott

Report in Brief

The month of May is recognized as Building Safety Month. The theme for this year is "Mission Possible". It encourages us all to raise awareness about building safety on a personal, local and global scale. This is an opportunity to acknowledge building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry and the role they play in ensuring that the places where we live, learn, work, worship and play are safe and sustainable.

Building Safety Month is an international campaign that takes place in May to raise awareness about building safety. This campaign reinforces the need for the adoption of modern, regularly-updated building codes, and helps individuals, families and businesses understand what it takes to create safe and sustainable structures.

The International Code Council, its members, and a diverse partnership of professionals from the building construction, design and safety communities come together with corporations, government agencies, professional associations and nonprofits to promote building safety through proclamations, informational events, legislative briefings and more. We come together to support Building Safety Month because we understand the need for safe and sustainable structures where we live, work and play.

All communities need building codes to protect their citizens from disasters like fires, weather-related events and structural collapse. Building codes are society's best way of protecting homes, offices, schools, manufacturing facilities, stores and entertainment venues. Code officials work day in and day out to keep the public safe.

History

For the last 44 years, we have celebrated advances in constructing safe, sustainable, affordable and resilient buildings and homes. The ongoing support of Building Safety Month and the important role code officials play in public safety in the built environment has come from U.S. presidents, governors, mayors, county executives, other government officials and construction industry professionals.

Building Safety Month is an international campaign celebrated in May to raise awareness about building safety.

For more than 44 years, Building Safety Month has reinforced the need for the adoption of modern, regularly-updated building codes, and helps individuals, families and businesses understand what it takes to create safe and sustainable structures.

The 2024 Building Safety Month theme is "Mission Possible", and each week focuses on a specific topic:

Week 1: Understanding the Mission

Week 2: Preparing a Building Safety Plan

Week 3: Learning from the Pros

Week 4: Engaging Your Community

Week 5: Celebrating Success in Building Safety

Representatives from the Arvada Building Inspection Division will be present to accept the Proclamation.

Prepared by:

Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

Justin Clark, Chief Building Official	4/11/2024
Jessica Garner, Director of Community and Economic Development	4/11/2024
Gail Walker, Legal Specialist-Contracts	4/12/2024
Emily Grogg, Senior Assistant City Attorney	4/12/2024
Linda Haley, Deputy City Manager	4/12/2024
Rachel Morris, City Attorney	4/15/2024
Lorie Gillis, City Manager	4/17/2024

Enclosure, exhibits & attachments required to support the report



Proclamation

Building Safety Month — May 2024

Whereas our City is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

Whereas our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play, and;

Whereas these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

Whereas Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

Whereas “Mission Possible,” the theme for Building Safety Month 2024, encourages us all to raise awareness about building safety on a personal, local and global scale, and;

Whereas each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Arvada, Colorado, that the month of May 2024 is designated Building Safety Month. Accordingly, I encourage our citizens to join us as we participate in Building Safety Month activities.

Dated this 6th day of May 2024

Lauren Simpson, Mayor

Randy Moorman, Mayor Pro Tem

Shawna Ambrose, Councilmember

Sharon Davis, Councilmember

Lisa Feret, Councilmember

Bob Fifer, Councilmember

John Marriott, Councilmember



REPORT TO CITY COUNCIL

AGENDA ITEM
5.E.

TO: THE HONORABLE CITY COUNCIL

DATE: May 20, 2024

SUBJECT: Proclamation for Poppy Month - Presented by Councilmember Ambrose

Report in Brief

City Council will proclaim May, 2024 as Poppy Month in Arvada.

The poppy flower adorned the battlefields of Flanders Field in France during World War I, and was looked upon by those serving as a living symbol of their fallen comrades' sacrifices. In 1920, after World War I, the poppy became the official flower of The American Legion Family to memorialize the soldiers who fought and died during the war, and distribution of poppies became a Legion national program in 1924. To this day, thanks in large part to the American Legion Auxiliary, the poppy is nationally recognized and worn as a symbol of sacrifice made by the men and women who served and died for their country during a time of war.

Members of the American Legion Auxiliary Wilmore-Richter Unit 161 will be present to accept the proclamation.

Prepared by:

Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator 4/15/2024

Laura Hemler, Assistant City Attorney 4/15/2024

Approved by:

Linda Haley, Deputy City Manager 4/15/2024

Rachel Morris, City Attorney 4/15/2024

Lorie Gillis, City Manager 4/17/2024

Enclosure, exhibits & attachments required to support the report

WHEREAS, the sacrifices of those who have lost their lives, their health, or their livelihood as a result of their military service are rightly the concern of all citizens; and

WHEREAS, the annual sale of poppies by the American Legion Auxiliary Unit 161 offers an opportunity for the people of this community to express their solicitude for those unfortunate persons who have paid more than their share of the cost of freedom; and

WHEREAS, the proceeds of this worthy fund-raising campaign are used exclusively for the benefit of disabled and needy veterans, and the widows and orphans of deceased veterans, in the desire to “Honor the Dead by Helping the Living”;

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Arvada, Colorado that the month of May, 2024 be designated:

Poppy Month in Arvada

Section 1. The Arvada City Council encourages all Arvada residents to participate in Poppy Month and to wear a poppy as mute evidence of our gratitude to the men and women of this country who have risked or lost their lives in fulfilling their obligations as American citizens.

Section 2. The Arvada City Council recognizes the merits of the American Legion Auxiliary Unit 161.

Dated this 6th day of May, 2024

Lauren Simpson, Mayor

Randy Moorman, Mayor Pro Tem

Shawna Ambrose, Councilmember

Sharon Davis, Councilmember

Lisa Feret, Councilmember

Bob Fifer, Councilmember

John Marriott, Councilmember



REPORT TO CITY COUNCIL

AGENDA ITEM
5.F.

TO: THE HONORABLE CITY COUNCIL

DATE: May 20, 2024

SUBJECT: Proclamation for Mental Health Month - Presented by Councilmember Ambrose

Report in Brief

City Council will proclaim May, 2024 as Mental Health Month in Arvada. Amy Miller, Director of Adult Services for Jefferson Center for Mental Health will be present to accept the proclamation.

Prepared by:

Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator 3/25/2024

Laura Hemler, Assistant City Attorney 3/25/2024

Approved by:

Linda Haley, Deputy City Manager 3/26/2024

Rachel Morris, City Attorney 4/1/2024

Lorie Gillis, City Manager 4/17/2024

Enclosure, exhibits & attachments required to support the report

WHEREAS, good mental health is essential to the overall health and emotional well-being of all children, youth, adults and families; and promotes a healthy community and nearly one in four people in our communities experience a mental health condition each year; and

WHEREAS, more than 17% of individuals in our communities experience substance use disorder each year including alcohol and drug use and the lack of awareness of where to seek support, and stigma against mental health conditions and substance use disorders prevents many people from accessing care; and

WHEREAS, when mental health problems and substance use disorders are detected early and treated, people can recover and maintain a healthy and independent life and increased focus on the prevention of mental health conditions and substance use disorders among children, adolescents, and adults through screening and early intervention helps reduce suffering and improve lives, and

WHEREAS, it is imperative that all members of our community, irrespective of age, gender expression, sexual identification, race, culture, ethnic background, education, or economic status, have equitable access to essential care, support, and services for mental health and substance use conditions; and

WHEREAS, the City of Arvada is dedicated to improving the health and well-being of its citizens and employees by increasing awareness, ending stigma, and focusing on the integral role of mental health in all our lives.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Arvada, Colorado that the month of May, 2024 be designated as Mental Health Month and call upon all citizens, government agencies, public and private institutions, businesses, and schools to recommit our communities and resources to increasing awareness and understanding of mental health, providing appropriate and accessible services for all citizens, and making mental health a priority.

Dated this 6th day of May, 2024

Lauren Simpson, Mayor

Randy Moorman, Mayor Pro Tem

Shawna Ambrose, Councilmember

Sharon Davis, Councilmember

Lisa Feret, Councilmember

Bob Fifer, Councilmember

John Marriott, Councilmember



REPORT TO CITY COUNCIL PRESENTATION

AGENDA ITEM
6.A.

TO: THE HONORABLE CITY COUNCIL

DATE: May 20, 2024

SUBJECT: Olde Town Arvada Business Improvement District Presentation

Report in Brief

PRESENTER: Joe Hengstler, Executive Director, Olde Town Arvada Business Improvement District (BID)

Joe Hengstler and members of the BID board will provide an overview of the BID, its scope and its current operations.

Background

In 2014, the business and property owners of Olde Town in conjunction with The City of Arvada, created the Olde Town Arvada Business Improvement District (BID) with the mission to preserve, promote and enhance the vibrancy of Olde Town. The BID strives to create and maintain an identifiable and always active business district that is inclusive to all, allowing diverse businesses to prosper and setting the stage for a truly authentic experience. The BID's operating plan focuses on advocacy, marketing and events, place making, mobility, physical improvements and safety.

Because it has been 10 years since the formation of the Olde Town Arvada Business Improvement District, it is an appropriate time for the BID to provide the City Council with an overview of their scope and their operations over the years. The presentation will also include information regarding the BID's funding, their 2023 year-in-review, current challenges in Olde Town and the BID's goals for the future.

The Olde Town Arvada Business Improvement District looks forward to providing this presentation to the City Council.

Strategic Alignment

This presentation is being provided as additional support to the ongoing business relationship between the BID and the City.

Next Steps

FOR WORKSHOPS ONLY

Prepared by:
Linda Haley, Deputy City Manager

Reviewed by:

Approved by:

Laura Hemler, Assistant City Attorney

Rachel Morris, City Attorney

Lorie Gillis, City Manager

Enclosure, exhibits & attachments required to support the report

An aerial photograph of Old Town Arvada, Colorado, showing a mix of historic and modern buildings, streets, and trees with autumn foliage. In the background, the Rocky Mountains are visible under a clear blue sky. A large, bold, black-outlined text box is centered over the image, containing the words "OLDE TOWN ARVADA" in a serif font. The word "OLDE" is on the top line, "TOWN" is on the second line, and "ARVADA" is on the third line, partially overlapping the street below.

OLDE TOWN ARVADA

Business Improvement District

Olde Town Arvada Business Improvement District

Established in 2014 with the mission to preserve, promote and enhance the vibrancy of Olde Town.

The BID strives to create and maintain an identifiable and always active business district that is inclusive to all, allowing our diverse businesses to prosper and setting the stage for a truly authentic experience.



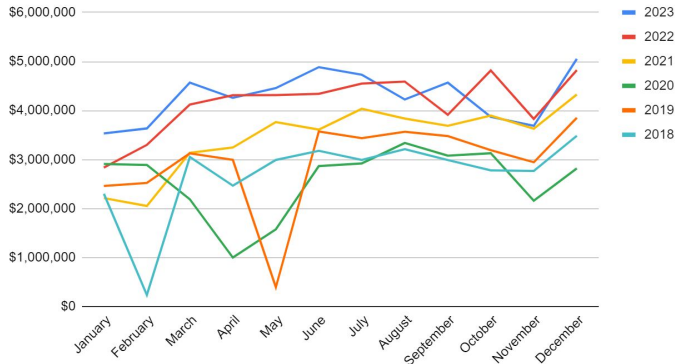
2023 Olde Town BID Board Members:

- Scott Spears - President
- Kristin Chayer, Vice-President
- Loren Naftz, Treasurer
- Deborah Pearson, Secretary
- Allyson Skiba
- Deborah Hansen
- Dwayne Cameron
- Michael Griffith
- Peter Kazura
- Steven Cohen
- Steve Howards

Year in Review

- 2 Million Annual Visitors to Olde Town.
- Generated \$1.78 million in City Sales Tax.
- 90 Days of Events or Activations including 15 Signature Events presented by the BID.

Olde Town Arvada Taxable Sales



Other Highlights

- Deployed two successful marketing campaigns highlighting “Like-A-Local” Olde Town branding.
- Grew our website traffic by 95%.
- Grew our Facebook visits by 211%.
- Grew our Instagram followers by 74%.
- Featured in 141 news stories across various mediums and outlets.
- Distribution of weekly e-newsletters to over 4,500 subscribers.
- Distribution of 4,000 Olde Town Shopping and Dining Guides.

Scope of the BID's Operating Plan



Marketing

Events

Enhanced Placemaking

Promoting Safety

Enhanced Maintenance

Advocacy

BID Funding & Expenditures

2023 Revenue

Events & Activations - \$242,273

City Contribution - \$68,000

Gift Card Income - \$11,119

Mill Levy - \$131,037

Sponsorships & Partnerships - \$35,304

Total - \$487,733

2023 Expenditures

Administration - \$21,379

Advocacy - \$2,145

Events & Activations - \$217,200

Marketing - \$38,935

Gift Card Cost - \$11,575

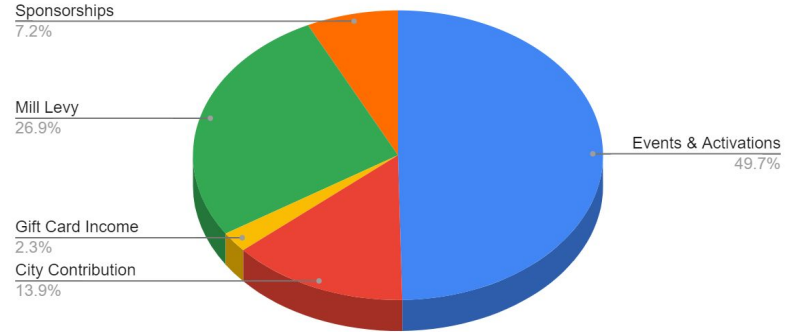
Payroll - \$168,401

Placemaking - \$27,069

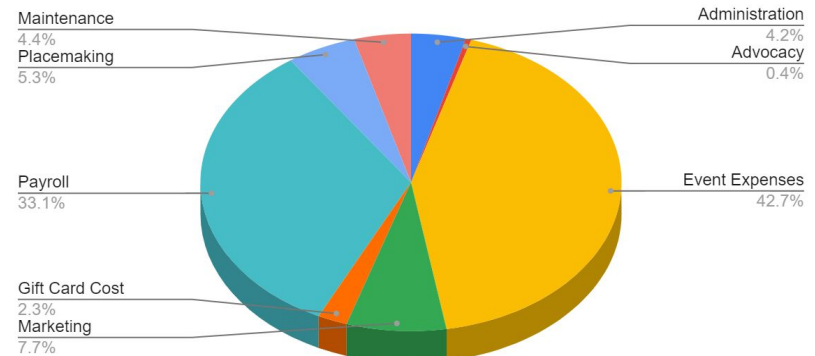
Maintenance - \$22,220

Total - \$487,73

2023 Revenue



2023 Expenditures



Current Challenges

Olde Town continues to face a number of challenges in the areas of:

- Funding vs. expanding operations
- Day to day maintenance of the District
- Aging infrastructure
- Unhoused population



Goals for the future

- Establishing Common Consumption Areas through Promotional Associations.
- Implementation of the Olde Town Strategic Redevelopment Plan.
- Exploring establishing a Downtown Development Authority
- Renewing the BID





REPORT TO CITY COUNCIL

AGENDA ITEM
8.A.

TO: THE HONORABLE CITY COUNCIL

DATE: May 20, 2024

SUBJECT: Consent Agenda

Report in Brief

1. R24-048, A Resolution Authorizing the Issuance of a Purchase Order in the amount of \$815,100.00 to Mobile Concepts Technology, LLC (MCT) for Mobile Computer Equipment for the Arvada Police Department
2. R24-050, A Resolution Authorizing Acceptance Of Fleet ZERO-Emission Resource Opportunity Grant Funds From The State Of Colorado To Install Electric Vehicle Charging Stations
3. R24-051, A Resolution Authorizing An Agreement By and Between the City of Arvada and Asphalt Specialties Co., Inc., for Asphalt Mill/Overlay For City of Arvada Parking Lots - Phase I, CSB 24-FAC-035, In An Amount Not to Exceed \$662,849.05
4. R24-052, A Resolution Authorizing Acceptance Of Charge Ahead Colorado Grant Funds From The State Of Colorado To Install Electric Vehicle Charging Stations
5. R24-053, A Resolution Approving an Agreement by and Between the City of Arvada and Origins at Olde Town Owner Association, Inc. for the Grant of a Revocable Encroachment License to Accommodate Two pedestrian Guardrails along a Portion of the Public Sidewalk Adjacent to 5350 Carr Street Unit A and 5352 Carr Street Unit A, within Public Right of Way
6. R24-054, A Resolution Approving an Agreement by and between the City of Arvada and Origins at Olde Town Owner Association, Inc. for the grant of a revocable encroachment license to accommodate a pedestrian guardrail along a portion of the public sidewalk adjacent to 5430 Carr Street unit A, within public right of way
7. R24-055, A Resolution Approving a Lease Agreement by and between the City of Arvada and GoFarm for Agricultural Production on Approximately 3.5 Acres of Land at Hills at Standley Lake Park at 8412 Alkire Street, Arvada, Colorado 80005

Suggested Motion: Moved by: _____ I move that the Consent Item(s),
Number(s) _____
be

(Removed from the Consent Agenda and Heard Upon Item _____) (Referred to a Workshop) (Postponed Indefinitely).

YES _____ NO _____ ABSENT _____

That All/Remaining Consent Items be (Approved) (Rejected).

YES _____ NO _____ ABSENT _____

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Enclosure, exhibits & attachments required to support the report



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.1.

TO: THE HONORABLE CITY COUNCIL

DATE: May 20, 2024

SUBJECT: R24-048, A Resolution Authorizing the Issuance of a Purchase Order in the amount of \$815,100.00 to Mobile Concepts Technology, LLC (MCT) for Mobile Computer Equipment for the Arvada Police Department

Report in Brief

The Information Technology Department requests the purchase of new Panasonic Mobile Device Computers (MDCs) to replace the existing MDCs for the Public Safety Department. This purchase is necessary to replace end-of-life hardware and software to ensure security compliance.

The Arvada Team recommends City Council approve R24-048, A Resolution authorizing the Issuance of a Purchase Order in the amount of \$815,100.00 to Mobile Concepts Technology, LLC (MCT) for Mobile Computer Equipment for the Arvada Police Department.

Financial Impact

This equipment will be purchased for \$815,000.00, a one-time cost. Funding for these devices has been planned from the computer replacement fund for the Panasonic Mobile Device Computer (MDC) replacement.

Background

The City of Arvada's Public Safety Department uses Panasonic Mobile Device Computers (MDCs). These devices are used due to the type of workload that Public Safety needs for technology in the field. They are built to be rugged, reliable, and versatile computing solutions in demanding environments.

On November 30, 2023, the City of Arvada requested a quote from Mobile Concepts Technology using the cooperative agreement No. 226017-02 through Omnia Partners to replace the existing Panasonic MDC for Public Safety. The current MDC are discontinued and City staff will no longer be able to patch the Windows operating system starting October 14, 2025, in which case we would be out of compliance.

Discussion

By issuing this Purchase Order, the City will be replacing existing Panasonic MDCs with updated MDCs for the Public Safety Department. These MDCs are devices specifically designed to handle the field conditions presented to Public Safety employees. The current MDCs are outdated and can no longer be updated or patched, which causes security and efficiency concerns. The new MDCs will have updated software that will allow for future software updates and patching in a manner that minimizes disruption to public safety operations. The new MDCs will also be under warranty support. The City selected the specific MDCs in the Purchase Order because users are already familiar with the MDCs and will not need to be trained on new hardware.

The City is purchasing the new MDCs through Mobile Concepts Technology (MCT) pursuant to an Omnia Partners cooperative agreement with the City of Tucson. MCT is an authorized Panasonic provider under that cooperative agreement.

Public Contact

SUBJECT: R24-048, A Resolution Authorizing the Issuance of a Purchase Order in the amount of \$815,100.00 to Mobile Concepts Technology, LLC (MCT) for Mobile Computer Equipment for the Arvada Police Department

PAGE: 2
ITEM: 8.A.1.

Posting of the City Council Agenda.

Commission Recommendation

n/a

Strategic Alignment

Provide operational technology and implement new innovative projects to guide decisions, improve results, enhance service delivery, and continue the highest level of cybersecurity strategy in support of City operations and efficiency.

Alternative Courses of Action

n/a

Recommendation for Action

Staff recommends that the City Council approve A Resolution Authorizing the Issuance of a Purchase Order to Mobile Concepts Technology, LLC (MCT) for Mobile Computer Equipment for the Arvada Police Department in the Amount of \$815,100.00 for the Purchase of Panasonic (MDC) on May 20, 2024.

Suggested Motion:

I move that R24-048, A Resolution Authorizing the Issuance of a Purchase Order in the amount of \$815,100.00 to Mobile Concepts Technology, LLC (MCT) for Mobile Computer Equipment for the Arvada Police Department, be (approved) (rejected).

Prepared by:

Erin Green, Technology Infrastructure and Operations Manager

Reviewed by:

Approved by:

Craig Poley, Chief Information Officer	4/26/2024
Bryan Archer, Director of Finance	4/29/2024
Linda Haley, Deputy City Manager	4/30/2024
Rachel Morris, City Attorney	4/30/2024
Lorie Gillis, City Manager	5/1/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-048

A RESOLUTION AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF \$815,100.00 TO MOBILE CONCEPTS TECHNOLOGY, LLC (MCT) FOR MOBILE COMPUTER EQUIPMENT FOR THE ARVADA POLICE DEPARTMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

WHEREAS, following a formal solicitation process, the City of Tucson, Arizona, through Omnia Partners entered into a cooperative agreement (Contract #226017-02) with Panasonic Connect North America, a Division of Panasonic Corporation of North America, on or about April 14, 2023 for mobile computing solutions (the “cooperative agreement”) which is attached hereto as Exhibit A; and

WHEREAS, the City of Arvada (“Arvada”) has been a member of Omnia Partners (formerly known as The Cooperative Purchasing Network (TCPN)) since 2015; and

WHEREAS, Arvada is able to join the cooperative agreement by issuing a purchase order with Mobile Concepts Technology (“MCT”);

WHEREAS, MCT is a Panasonic reseller authorized under the cooperative agreement to sell the mobile computer equipment described in the cooperative agreement; and

WHEREAS, the cooperative agreement gives Arvada the ability to purchase mobile computer equipment for the Arvada Police Department for the best value through MCT; and

WHEREAS, MCT provided a quote for Arvada to purchase the mobile computer equipment pursuant to the cooperative agreement; and

WHEREAS, Arvada wishes to issue its own purchase order for the mobile computer equipment described in the MCT quote attached hereto as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The city manager is hereby authorized to approve the issuance of a purchase order in the amount of \$815,100.00 to Mobile Concepts Technology, LLC for mobile computer technology for the Arvada Police Department pursuant Omnia Partners Contract No. 226017-02.

Section 2. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 20th day of May, 2024.

ATTEST:

City Clerk

Lauren Simpson, Mayor

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____

EXHIBIT A

**A RESOLUTION AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN THE
AMOUNT OF \$815,100.00 TO MOBILE CONCEPTS TECHNOLOGY, LLC (MCT) FOR
MOBILE COMPUTER EQUIPMENT FOR THE ARVADA POLICE DEPARTMENT**

City of Tucson
Contract # 226017-02
for
Mobile Computing Solutions

with
Panasonic North America Connect

Effective: April 14, 2023

The following documents comprise the executed contract between the City of Tucson, and Panasonic effective April 14, 2023:

- I. Vendor's Response to Intent to Negotiate/Best and Final Offer (BAFO)
- II. City's Intent to Negotiate/BAFO Request
- III. Supplier's Response to the RFP
- IV. RFP 226017
- V. OMNIA Partners



Contract No. 226017 - 02

Mobile Computing Solutions

Vendor: Panasonic Connect North America,

Division of Panasonic Corporation of North America

Table of Contents

1. Vendor's Response to Intent to Negotiate/Best and Final Offer (BAFO)
2. City's Intent to Negotiate/BAFO Request
3. Vendor's Response to RFP 226017
4. RFP 226017



1. Vendor's Response to Intent to Negotiate/Best and Final Offer (BAFO)

January 12, 2023

Casey Adams
Senior Contract Officer, Business Services Department
Shared Services – Procurement, City Hall
255 W. Alameda / P.O. Box 27210
Tucson, AZ 85726-7210

Sent via electronic mail to casey.adams@tucsonaz.gov, this day

Subject: Request for Proposal No. 226017 – Mobile Computing Solutions Intent to Negotiate

Dear Casey:

Panasonic Connect is pleased to have been invited to enter negotiations with the City of Tucson. Please see our responses to the City's requests below:

1. Best and Final Pricing: The City requests a best and final price offer.

Panasonic Connect North America, Division of Panasonic Corporation of North America, provided its best available discounts to the City of Tucson in our original response to RFP No. 226017 submitted June 30, 2022. We are happy to be able to hold these discounts as proposed:

Group 1: Ruggedized Laptop Product Line				
ITEM NO.	PRODUCT CATEGORIES	PROPOSED MANUFACTURER	PROPOSED MODEL #	PERCENT DISCOUNT OFF SRP
1.a.	Ultra-Rugged	Not Applicable		
1.b.	Accessories	Not Applicable		
1.c.	Fully-Rugged	Panasonic	FZ-40	16%
1.d.	Accessories	Panasonic	ALL	11%
1.e.	Semi or Business-Rugged	Panasonic	FZ-55	13%
1.f.	Accessories	Panasonic	ALL	11%

Group 2: Ruggedized Tablet Product Line				
ITEM NO.	PRODUCT CATEGORIES	PROPOSED MANUFACTURER	PROPOSED MODEL #	PERCENT DISCOUNT OFF SRP
2.a.	Ultra-Rugged	Not Applicable		
2.b.	Accessories	Not Applicable		
2.c.	Fully-Rugged	Panasonic	CF-33, FZ-A3, FZ-G2, FZ-S1	12%
2.d.	Accessories	Panasonic	ALL	11%
2.e.	Semi or Business-Rugged	Not Applicable		
2.f.	Accessories	Not Applicable		

Group 3: Laptop and Tablet Accessories	
PROPOSED MANUFACTURER	PERCENT DISCOUNT OFF SRP
Agora	11%
Airgain	11%
Brother	11%
CradlePoint	11%
Gamber Johnson	11%
Havis	11%
iKey	11%
Infocase	11%
Lind	11%
Nuance (peripherals)	11%
ProGlove	11%
Seiko Instruments	11%

Group 5: Other Technology Products	
PROPOSED MANUFACTURER	PERCENT DISCOUNT OFF SRP
Panasonic Handheld (FZ-N1)	9%
Panasonic Handheld Services	0%
Panasonic Displays	16%
Panasonic Display Accessories	10%
Panasonic Display Services	0%
Panasonic Projectors	38%
Panasonic Projector Accessories	0%
Panasonic Projector Services	0%
Panasonic Professional Audio	10%
Panasonic Professional Audio Visual	10%
Panasonic Professional Audio Visual Accessories	10%
Panasonic Professional Audio Visual Services	10%
Panasonic Digital Signage	5%
Panasonic Digital Signage Accessories	5%
Panasonic Digital Signage Services	5%
Panasonic Lecture Capture	5%
Panasonic Lecture Capture Accessories	5%
Panasonic Lecture Capture Services	5%

Group 6: Services	
PROPOSED SERVICE OFFERING	PERCENT DISCOUNT OFF SRP
All Panasonic Connect Professional Services	0%

Please note that Panasonic Connect only sells through Panasonic Authorized Resellers, and these discounts will be applied to our SRP to reflect “not-to-exceed” pricing (publicly available here: <https://na.panasonic.com/us/government-contracts/state-education-contracts>). The City’s Panasonic Authorized Reseller of choice will have the option of offering further discounts based on quantity or other factors.

2. Exceptions: The City acknowledges that exceptions have been taken to City contract language.

a. Explain the reason for the requested changes.

Regarding G.5, Professional Liability - Technology Errors & Omissions, Panasonic removed the General Aggregate value of \$2,000,000 because we don't want a limit in the event that an incident comes in at a higher value.

Regarding G.7, Additional Insurance Requirements, Panasonic removed the verbiage about excluding Employment Practices Liability because there is no requirement for Employment Practices Liability in the City's contract.

ii. Specifically explain the reasoning for the requested change to blanket endorsement.

*In G.7.A and G.9, Panasonic added that a waiver of subrogation will be **provided via a blanket endorsement** and that the Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured **via blanket endorsements** to the policies because a blanket endorsement allows our insurance to segregate under the waiver of subrogation, CGL, AL, and Umbrella policies as per the City's requirements.*

Regarding G.8, Policy Change Notice, Panasonic cannot commit to giving the City 10 days written notice. Panasonic will endeavor to provide notice in a timely fashion to the best of our ability, however, we can contract to a specific timeline.

b. The City accepts the redline to G.11 regarding copies of insurance policies.

Panasonic Connect appreciates the City's acceptance of our not being able to provide copies of insurance policies.

Panasonic Connect understands the City's Notice of Intent to Negotiate is not an intent to award a contract and does not establish a contractual relationship between the firm and the City. We also understand that in the event that the City is not able to negotiate a satisfactory contract with the firm, the City will terminate negotiations.

Thank you again for the opportunity to respond to your requests.

Sincerely,

Karen Painter

Senior Bids and Capture Manager

Panasonic Connect North America, Division of Panasonic Corporation of North America

Karen.Painter@us.panasonic.com

Fw: RFP 226017 - Term regarding A.R.S. §35-394

Casey Adams <Casey.Adams@tucsonaz.gov>

Thu 4/13/2023 10:34 AM

To: Casey Adams <Casey.Adams@tucsonaz.gov>

Casey Adams, CPPB

Senior Contract Officer

City of Tucson

Business Services | Procurement

(520) 837-4128

www.tucsonprocurement.com



From: Painter, Karen <Karen.Painter@us.panasonic.com>

Sent: Thursday, March 30, 2023 11:30 AM

To: Casey Adams <Casey.Adams@tucsonaz.gov>; Tinucci, Kelly <Kelly.Tinucci1@us.panasonic.com>

Subject: [EXTERNAL] RE: RFP 226017 - Term regarding A.R.S. §35-394

Hi Casey,

I just heard back from our Legal team and can confirm Panasonic's understanding that the term will be incorporated into contract 226017.

Thank you for letting us know!

~ Karen

Karen D. Painter

Senior Bids and Capture Manager, Panasonic Connect N.A.

call / text: 862-373-2103 (Texas-based)

Karen.Painter@us.panasonic.com

From: Casey Adams <Casey.Adams@tucsonaz.gov>

Sent: Wednesday, March 29, 2023 2:49 PM

To: Painter, Karen <Karen.Painter@us.panasonic.com>; Tinucci, Kelly <Kelly.Tinucci1@us.panasonic.com>

Subject: Re: RFP 226017 - Term regarding A.R.S. §35-394

Casey Adams, CPPB

Senior Contract Officer

City of Tucson

Business Services | Procurement

(520) 837-4128

www.tucsonprocurement.com



From: Painter, Karen <Karen.Painter@us.panasonic.com>

Sent: Wednesday, March 29, 2023 12:10 PM

To: Casey Adams <Casey.Adams@tucsonaz.gov>; Tinucci, Kelly <Kelly.Tinucci1@us.panasonic.com>

Subject: [EXTERNAL] RE: RFP 226017 - Term regarding A.R.S. §35-394

Karen D. Painter

Senior Bids and Capture Manager, Panasonic Connect N.A.

call / text: 862-373-2103 (Texas-based)

Karen.Painter@us.panasonic.com

From: Casey Adams <Casey.Adams@tucsonaz.gov>**Sent:** Wednesday, March 29, 2023 2:07 PM**To:** Tinucci, Kelly <Kelly.Tinucci1@us.panasonic.com>; Painter, Karen <Karen.Painter@us.panasonic.com>**Subject:** RFP 226017 - Term regarding A.R.S. §35-394

Hi Kelly and Karen,

The State of Arizona has passed a new statutory requirement that contracts signed on or after September 24th should include the below referenced term. Please confirm Panasonic's understanding that the following term will be incorporated into contract 226017.

"WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394

If Contractor engages in for-profit activities and has at least ten full time employees, Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) 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. If Contractor becomes aware during the term of the contract that it is not in compliance with the written certification, it must notify the City within five business days after becoming aware of the noncompliance. This Contract will be automatically terminated 180 days after the date of the notice unless Contractor has, before the end of that period, notified the City that the noncompliance has been remedied."

Here is a link to ARS §35-394: <https://www.azleg.gov/viewdocument/?docName=https://www.azleg.gov/ars/35/00394.htm>

Thank you,

Casey Adams, CPPB

Senior Contract Officer

City of Tucson

Business Services | Procurement

(520) 837-4128

www.tucsonprocurement.com



2. City's Intent to Negotiate/BAFO Request

January 6, 2023



Karen Painter
Panasonic Connect North America, Division of Panasonic Corporation of North America
Two Riverfront Plaza, 9th Floor
Newark, NJ 07102-5490
Karen.painter@us.panasonic.com

Sent via electronic mail, this day

**Subject: Request for Proposal No. 226017 – Mobile Computing Solutions
Intent to Negotiate**

Dear Karen:

The City of Tucson has completed the evaluation of submittals received in response to the subject solicitation. Based upon the recommendation of the evaluation committee, the City is inviting your firm to enter negotiations. Specifically, the City requests the following:

1. **Best and Final Pricing:** The City requests a best and final price offer.
2. **Exceptions:** The City acknowledges that exceptions have been taken to City contract language.
 - a. Explain the reason for the requested changes.
 - ii. Specifically explain the reasoning for the requested change to blanket endorsement.
 - b. The City accepts the redline to G.11 regarding copies of insurance policies.

This Notice of Intent to Negotiate is not an intent to award a contract and does not establish a contractual relationship between the firm and the City. In the event that the City is not able to negotiate a satisfactory contract with the firm, the City will terminate negotiations.

Please submit a written response to my attention via e-mail to casey.adams@tucsonaz.gov on or before Thursday, January 12, 2023 at 2:00 PM. Please contact me via e-mail or at (520) 837-4128 with questions regarding the items above.

Sincerely,

A handwritten signature in black ink that reads "Casey Adams". The signature is written in a cursive, flowing style.

Casey Adams
Senior Contract Officer



3. Vendor's Response to RFP 226017

Response to City of Tucson Request for Proposal 226017 for Mobile Computing Solutions Technical Proposal

1. Method of Approach - National Program

1A. Provide a response to the national program.

1. Include a detailed response to Attachment 1, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should:
 - highlight experience,
 - demonstrate a strong national presence,
 - describe how offeror will educate its national sales force about the contract,
 - describe how products and services will be distributed nationwide,
 - include a plan for marketing the products and services nationwide
 - and describe how volume will be tracked and reported to OMNIA Partners.

Please see Panasonic Connect's re response for 3.0 Supplier Response in a separate file.

2. The successful offeror will be required to sign Attachment 1, Exhibit B, OMNIA Partners Administration Agreement. The Agreement shall be signed no later than issuance of the City of Tucson's Notice of Intent to Award letter. Offerors should complete all reviews of the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

Panasonic Connect has completed the Supplier Information on Exhibit B, OMNIA Partners Administration Agreement and uploaded it to the OpenGov system. Although no edits were made in the agreement, in our 3.0 Supplier Response document, we have commented on two areas that we believe should be considered.

2. Method of Approach – General Requirements

- 2A. Provide a detailed written response to each requirement describing how your offer will meet the General Requirements of this solicitation for the City of Tucson and the national program.

General Requirements

- A. QUALIFIED VENDORS: Offerors should meet the minimum qualifications:

1. Be an authorized reseller or manufacturer.

Panasonic Connect North America is a Division of Panasonic Corporation of North America (PNA), based in Newark, NJ, which is a wholly owned subsidiary of the Japan-based Panasonic Corporation.

Response to City of Tucson Request for Proposal 226017 for Mobile Computing Solutions Technical Proposal

Panasonic Corporation is a \$60 billion global company that manufactures electronics for many industries. Panasonic Corporation of North America is responsible for Panasonic's branding, marketing, sales, service, product development, and R&D operations in the United States and Canada. Panasonic Connect North America provides these functions for Panasonic's TOUGHBOOK® computer devices, video displays and projector systems, professional audio video solutions, food locker solutions, digital signage, and factory automation (robotic welding) product lines.

2. Have a strong national presence in the computer industry.

Panasonic Corporation is a \$60.3 billion global company (fiscal year ending March 31, 2022) with worldwide research and development resources. Proposed in response to the City's RFP are Panasonic's TOUGHBOOK rugged computing devices (laptops, tablets, and handhelds), as well as Panasonic's video displays and projector systems, professional audio video solutions, digital signage and lecture capture, and each product line's associated services and accessories.

*Panasonic's TOUGHBOOK product line is the undeniable leader in the **rugged** computing market, having introduced the product category in 1996. Used by many of the largest public safety organizations throughout the United States, as well as by most branches of the U.S. Military, agencies also take advantage of Panasonic's ProServices, utilizing our expert deployment services, project management, and long term asset management to streamline maintenance support operations and maximize IT resources.*

3. Have a distribution model capable of delivering products nationwide.

Panasonic is a proven leader in the deployment, installation, service, and support of our products. Panasonic Connect maintains dedicated national sales and field engineering teams that assist our 1300+ Authorized Resellers with the successful delivery and deployment of Panasonic products and services nationwide. All services (software configuration, deployment, repair, call center, etc.) are performed at one of two U.S.-based Panasonic-owned National Service Centers, centrally located in Kansas City, Kansas, and Memphis, Tennessee.

We have highlighted thirteen Panasonic Authorized Resellers below, in section 2C, that have been approved to sell off the current contract with the City of Tucson and OMNIA Partners. They too provide coverage of the entire country and have proven to provide reliable sales off of the contract.

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4. Have a demonstrated national sales presence.

As an OEM technology manufacturer, Panasonic does not sell our products or services directly to our customers. Instead, we sell through a distribution channel with over 1300 Panasonic Authorized Resellers nationwide that offer the full range of products and services that will meet or exceed the requirements of the City of Tucson and any agencies that opt-in to participate in the cooperative purchasing program with the City of Tucson and OMNIA Partners. The thirteen reseller partners highlighted in this proposal not only can provide the City with the desired national sales presence, but they have also proven to successfully use Panasonic's current City of Tucson & OMNIA Partners agreement with their customers by offering comprehensive solutions via the cooperative purchasing program.

In addition to our Authorized Resellers, Panasonic Connect has its own force of over 80 Account Managers, Inside Sales Representatives, and Channel Managers to support the Resellers and their customers in getting the products that best meet their needs.

5. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

Panasonic has been supporting cooperative purchasing agreements and contracts for over 20 years. Panasonic Connect currently holds the cooperative purchasing program with the City of Tucson and OMNIA Partners and sincerely hope to be given the opportunity to continue that relationship.

Panasonic Connect is confident we can meet and exceed the requirements of the cooperative purchasing program detailed herein.

6. Be able to provide the full range of products and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.

Panasonic Connect can provide a full range of products and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program. Proposed in response to the City's RFP are Panasonic's TOUGHBOOK rugged computing devices (laptops, tablets, and handhelds), as well as Panasonic's video displays and projector systems, professional audio video solutions, digital signage and lecture capture, and each product line's associated services and accessories.

Panasonic has been supporting Public Sector agencies for over 25 years with unique and customized solutions to meet the demands of harsh environments and exceed expectations with technologies that make jobs easier and keep our communities safe. A representative sampling of these customers is provided in this proposal, but more can be provided as Panasonic has been prominent as a trusted supplier across the United States for decades, in countless communities, supporting their police, fire, municipal, and utility providers.

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- B. ORDERING: Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Contractor is through the following:

1. Online
2. Telephone
3. Email

Panasonic Connect does not sell our products or services directly to our customers. Instead, we sell through a distribution channel with over 1300 Panasonic Authorized Resellers nationwide that offer the full range of products and services that will meet or exceed the requirements of the City of Tucson and any agencies that opt-in to participate in the cooperative purchasing program with the City of Tucson and OMNIA Partners. The thirteen reseller partners highlighted in this proposal have proven to successfully use Panasonic's current City of Tucson & OMNIA Partners agreement with their customers and are approved to be added to the new contract between Panasonic Connect and the City of Tucson.

For ordering processing, Panasonic will maintain the list of contractually approved Authorized Resellers who are authorized to sell off of this contract and can accept orders online, by telephone, or via email. The list of highlighted Panasonic Resellers in section 2C below represent a very limited number of our strategic Authorized Resellers who have clearly demonstrated the capabilities and the capacity required to service a contract of this size and scope within their respective areas of operation. Each of our highlighted resellers have comprehensively reviewed all contract requirements and have affirmed both their willingness and capability to participate, as well as their commitment to ensure that the terms and conditions of the contract, and expectations of the City of Tucson as well as all agencies participating in the cooperative purchasing program are met with enthusiasm and superlative sales support, marketing, and executive performance.

- C. DELIVERY REQUIREMENT: Contractor agrees to deliver all products to the desktop of the ordering customer. In many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department.

Panasonic Connect acknowledges and agrees to comply with this requirement using our ProServices deployment services and our authorized resellers and distribution channel.

- D. USAGE REPORT: The Contractor shall provide an electronic copy of a usage report upon request to the Agency Department of Procurement. The report shall provide complete information on the items purchased under this Contract. At a minimum for each item sold, the report should

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list the manufacturer name, model number, part number, serial number, item description, quantity sold and total spend by department, division, ordering entity, etc.

Panasonic acknowledges Attachment F, Exhibit E Omnia Partners Contract Sales Reporting Template and agrees to work with our Panasonic Authorized Resellers to provide the Agency Department of Procurement with a copy of our resellers' usage reports upon request or as scheduled (currently provided monthly).

- E. **WAREHOUSING, DISTRIBUTION AND SALES FACILITIES:** The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each potential contractor is required to provide proof of an extensive distribution system.

Panasonic, as well as each of our designated Authorized Resellers, offers an extensive set of facilities and resources that will be utilized to fulfill this contract. In designating Authorized Resellers, each requisite function related to pre-sales, order, order fulfillment, and customer support are redundantly covered within the scope of operations that will be required to successfully fulfill the terms and intent of this award.

Note: Panasonic will not restrict the City of Tucson or any other agencies participation in the cooperative purchasing program with regards to which designated reseller participants prefer to utilize on the basis of features and/or service support programs offered to support their respective procurements.

Throughout the period of performance, Panasonic shall be ultimately responsible for adherence to all contract requirements and for the performance of our team of Authorized Resellers. The following table lists key contract activities and our recommended approach to work within the contract:

Contract / Work Element:	Performed by:
Product design and engineering	Panasonic
Product manufacturing	Panasonic
Centralized product distribution	Panasonic
Centralized (U.S. Based) Warranty Repair	Panasonic
Centralized (U.S. Based) Parts Stock	Panasonic
Centralized (U.S. Based) Technical Support	Panasonic
On-line Product Configurator (integrated to Authorized Reseller contract websites)	Panasonic
Panasonic On-line Resources ○ Master Contract Landing Page ○ Product Data Sheets ○ Solution Data Sheets ○ Industry / Vertical Market Case Studies ○ Cost of Ownership Analysis ○ Product Statistics	Panasonic

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○ Warranty information ○ Technical support contact directory ○ FAQ's ○ Product Registration ○ Downloads ○ BIOS Updates ○ Driver Updates ○ Product Manuals ○ Utilities	
Pre-Sales Support	Panasonic / Authorized Resellers
Demo Unit Support	Panasonic / Authorized Resellers
Complaint Resolution	Panasonic / Authorized Resellers
Quality Assurance Plan (development / management / reseller surveillance)	Panasonic
Environmental Program Management	Panasonic
Recycling / Take back Program Management	Panasonic
Reporting	Panasonic / Authorized Resellers
Point of Sale Websites ○ Reseller's Contract Landing Page ○ Complete PSS IAW requirements ○ On-line ordering IAW requirements ○ Invoice Reprint IAW requirements ○ Service options / agreements IAW requirements ○ Required contact information ○ Designation of sales representatives ○ Purchase order tracking ○ Environmental program / certification links ○ Links to recycle / take back programs ○ Catalog browsing capability	Authorized Resellers
Payment Acceptance / Electronic Payment Processing	Authorized Resellers
End User Shipments	Authorized Resellers
On-site Technical and Warranty Support	Panasonic & Authorized Resellers
Returns (Non-Warranty / RMA)	Authorized Resellers

- F. **WARRANTY:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship for no less than (3) three year from the date the equipment is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications in addition to temperature and humidity variations. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

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Panasonic Connect TOUGHBOOK devices come standard with a three-year warranty. However, please note that some accessories and proposed related technologies may have less than a three-year warranty.

2B. Describe your delivery commitment. If manufacturer is responding, describe how reseller will meet the delivery commitment:

1. What is your fill rate guarantee?

Panasonic does not offer a fill rate guarantee, however, since Panasonic is a build to order manufacturer, it would be extremely rare for us not complete an order. We may ship product at different times to accommodate installation or other schedules, however, we rarely do not completely fill an order.

2. What are your delivery days?

Panasonic Connect ProServices ships out for delivery to be made during normal workdays, Monday through Friday, avoiding Federal holidays. Saturday deliveries may be arranged but would be considered a special case and may incur additional service fees.

3. Do you offer next day delivery?

For new product deployment, the standard is FedEx 2nd day delivery. However, if an order contains over 40 devices, it will be palletized and sent via 3-5 day shipping. Standard delivery shipping is included with the purchase of the Panasonic device.

Next day delivery is available if needed (for instance to make a deadline for a grant), however, the customer may incur shipping charges.

4. How do you facilitate emergency orders?

All orders are placed through a Panasonic Authorized Reseller. In the event of an emergency order, the agency should work with their chosen reseller who in turn will work with its distributor and Panasonic Connect Account Manager to identify available inventory in the distribution channel that may be used to fulfill the order.

As mentioned, Panasonic Connect is a build to order manufacturer, so inventories are kept to a minimum throughout the channel.

5. Are shipping charges exempt for ALL who use this contract?

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For purchases and in-warranty repairs, all standard shipping charges are included with the purchase of the device. If special shipping is needed (Saturday delivery, overnight delivery, etc., the customer may be charged for shipping.) .

Note that shipping costs for out of warranty repairs are the responsibility of the customer.

6. Describe how problems - such as a customer ordering a wrong product; a customer receiving a defective product; etc. is resolved.

An agency should always work with their chosen Authorized Reseller to resolve any issues with an order who will work with their Panasonic Connect Account Manager. On the rare occasion of a customer ordering the wrong product, Panasonic ProServices will engage with the Panasonic Supply Chain team and Operations to get product returned and replaced.

In the event of a defective product, the warranty on the device will kick in. Simply call ProServices at 1-800-LAPTOP5 to get a Return Merchandise Authorization (RMA) and shipping label. ProServices will repair or replace the product per the terms of the warranty.

7. Describe how products will be distributed to the City of Tucson and nationwide. Provide the number, size and location of distribution facilities, warehouses and retail network as applicable.

When an order is placed with a Panasonic Authorized Reseller, that order then passes to the Distributor and then to Panasonic Connect for manufacturing at a Panasonic-owned factory in either Japan or Taiwan (both countries are Trade Agreements Act (TAA) compliant). After manufacturing, TOUGHBOOK devices are flown to the United States on commercial transport and delivered to the appropriate service center. All TOUGHBOOK services (software configuration, deployment, repair, call center, warehousing, etc.) are performed at one of two U.S.-based Panasonic-owned ProServices Centers. TOUGHBOOK laptops and tablets are deployed from our Center in Kansas City, Kansas, and TOUGHBOOK handheld devices are deployed from at our Center in Memphis, Tennessee. Each facility is at least 25,000 square feet.

After configuration, devices are shipped from the appropriate facility via FedEx 2nd day air to the customer-designated location. However, if there are over 40 units in the order, then we palletize the devices and ship them via 3-5 day transport.

Deliveries will be made to the designated location, whether that is the agency's front desk or to an installation team, however, if palletized, the chosen reseller may need to receive the shipment and deliver devices to the customer's desk.

- 2C. Describe your ordering capacity (telephone, fax, internet, etc.). Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order

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tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate products, etc.

Panasonic Connect is a build to order manufacturer. All orders are received from its Authorized Distributors who receive orders from Panasonic Authorized Resellers. Most resellers can receive orders by email or online. Some resellers even have the capacity to create custom websites for agencies so that on-line ordering, order tracking, and order history may easily be tracked.

Panasonic Connect provides two websites to support current contract with the City of Tucson and OMNIA Partners:

<https://na.panasonic.com/us/government-contracts/national-ipa-contract>

and the OMNIA Partners microsite:

<https://www.omniapartners.com/publicsector/suppliers/panasonic/overview>

These two websites provide contract details and pricing used for the Master Agreement.

Additionally, for technical data, documentation, and the TOUGHBOOK configurator, please visit:

<https://na.panasonic.com/us/computers-tablets-handhelds>

And if desired, Panasonic Connect also offers a Service Gateway that allows an agency to manage assets. Please refer to the brochure with the "Services Collateral" file uploaded to the OpenGov system with our proposal.

If a manufacturer is responding, describe how the City and other agencies wishing to purchase from the contract will make a purchase. For example, are orders placed directly with the manufacturer or with resellers? If resellers, indicate the authorized resellers for any subsequent contract.

Panasonic Connect will only sell its products through Authorized Panasonic Resellers who are responsible for taking orders, invoicing, and receiving payments. Panasonic will work closely with the below thirteen contractually authorized resellers that will be allowed to service the City of Tucson and other agencies that choose to use the OMNIA Partners contract to ensure all requirements of the resulting contract flow down to the resellers.

Academic Technologies

Located in Jackson, MS; Ridgeland, MS; Birmingham, AL

www.academictechinc.com

Christy Rogers

christy@academictechinc.com

703-501-9893

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Adwar Video

Located in Farmingdale, NY

www.adwarvideo.com

Pam Dandic, Office Manager

pam@adwarvideo.com

631-777-7070 x120

Pivot Technology Services Corp. d/b/a Computacenter

Servicing Texas, East Coast, Midwest United States

www.computacenter.com/us

Johanna Daily, Senior Financial Analyst

johanna.daily@computacenter.com

210-885-1969

CDS Office Technologies

Locations in Springfield IL (Corporate Headquarters), Bloomington IL, Champaign IL, Chicago IL, Davenport IA, Marion IL, Peoria IL, Quincy IL, St. Louis MO

www.cdsofficetech.com

Mark Gottlieb, Senior Account Manager

mgottlieb@cdsot.com

630-677-1315

Code 3 Technology

Located in Mesa, AZ

www.code3technology.com

Clay Jeppsen, President

clay@code3technology.com

480-888-6401

Diversified US

Headquartered in New Jersey with 35 offices nationwide

<https://onediversified.com>

Brad Thomas

bthomas@onediversified.com

866-447-1004

GovDirect (WOMEN OWNED)

www.govdirect.com

Located in Clearwater, Florida

Brian Robbins, Director of Public Sector Solutions

brobbins@govdirect.com

888-868-4431

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Law and Order Technology, LLC

Located in Fort Lauderdale, Florida, and Fuquay-Varina, North Carolina

www.lawandordertechnology.com

Rodney Spell, Vice President

rodney@lawandordertechnology.com

954-281-505

Lehr Auto

Sacramento CA, Pittsburg CA, Anaheim CA, Hayward CA, Reno NV, and Salem OR

www.lehrauto.com.

Jim Stommel, President

jim@lehrauto.com

916-646-6676

Mobile Concepts Technology (MCT)

mobileconceptstech.com

Located in Phoenix, AZ, Denver, CO, Spartanburg, SC, Houston, TX

Aaron Bauer, Vice President of Business Development

abauer@mobileconceptstech.com

480-299-3166

Rugged Depot

Located in Spartanburg, SC and Houston, TX

www.ruggeddepot.com

Claes Adler

claes.adler@ruggeddepot.com

888-337-3007

Route 1

Scottsdale, AZ

www.route1.com

Amy Wilbur

amy.wilbur@route1.com

561-314-9091 x4512

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Turn-Key Mobile, Inc.

Based out of Jefferson City, Missouri, and servicing the states of Missouri, Kansas, Oklahoma, Arkansas, Mississippi, Texas, North and South Dakota.

www.turnkeymobile.com

Mike Southard, President

mike@turnkeymobile.com

573-893-9888

- 2D. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

Panasonic Connect relies on its Authorized Resellers to receive orders, issue invoices, and receive payments. Each reseller has its own capabilities, however, most resellers are small businesses that receive orders and issue invoices via email.

- 2E. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements. What is your stock fill percentage rate, by line item, of the orders filled without backorders?

Panasonic Connect uses various methods to track performance including setting goals and tracking key performance indicators against those goals. Since Panasonic Connect is a build to order manufacturer, we do not maintain stock or inventory or have backorders. Orders are normally filled 100% as the order triggers manufacturing.

- 2F. State any return and restocking policy, and any fees, if applicable associated with returns.

Panasonic is a build to order manufacturer therefore Panasonic Connect does not allow returns. Because of this, very few of our Authorized Resellers take returns. Some resellers will allow returns if the package is unopened, however, may charge a 15-20% restocking fee. Please work directly with your chosen reseller to resolve any product issues and Panasonic Connect will assist as best as possible.

- 2G. Submit additional information that will aid the City in evaluating your proposal.

Please see uploaded files with collateral.

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3. Method of Approach - Product Requirements

3A. Provide a detailed written response to each requirement describing how the products offered will meet the Product Requirements of this solicitation for the City of Tucson and the national program. Offerors shall identify and describe their categories. If a manufacturer is responding and proposing resellers the manufacturer should clearly identify the products available from the manufacturer and products available from reseller. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of product categories offered
2. Identification and description of sub categories
3. Identification and description of manufacturers within each sub category.

Panasonic Connect is pleased to offer its TOUGHBOOK rugged computing devices in the following product categories:

1. Ruggedized Laptops in the b. Fully-rugged and c. Semi-rugged categories

The TOUGHBOOK 40 Fully-rugged Laptop and the TOUGHBOOK 55 Semi-rugged Laptop are manufactured by Panasonic Corporation.

Both the TOUGHBOOK 40 and TOUGHBOOK 55 are tested & certified to Mil Spec 810H, fully meeting the requirements of the solicitation. Please refer to the provided third party testing documentation and spec sheets provided in the Product Collateral file uploaded to OpenGov.

2. Ruggedized Tablets in the b. Fully-rugged category

The TOUGHBOOK 33 Fully-rugged 12" Windows Tablet, the TOUGHBOOK A3 Fully-rugged 10.1" Android Tablet, the TOUGHBOOK G2 Fully-rugged 10.1" Windows Tablet Laptop, and the TOUGHBOOK S1 Fully-rugged 7" Windows Tablet are all manufactured by Panasonic Corporation.

3. Accessories such as

a. vehicle mounts are manufactured by Havis and Gamber-Johnson

b. desktop replicators (a.k.a. port replicators) are manufactured by Havis and Gamber-Johnson

c. docking stations are manufactured by Havis and Gamber-Johnson

d. batteries for TOUGHBOOK devices are manufacture by Panasonic Corporation

e. battery chargers for TOUGHBOOK batteries and devices

~~f. memory cards~~

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~~g. external drives~~

h. extended warranties to include batteries are provided by Panasonic ProServices using the B2M solution

i. keyboards manufactured by Panasonic and I-Key

~~j. keyboard covers~~

k. backlit keyboards manufactured by Panasonic and I-Key

l. stylus manufactured by Panasonic and other

m. solid state drives by Panasonic

n. cases manufactured by InfoCase, Agora, Toughmate

o. touchscreens manufactured by Panasonic

~~p. aircard~~

~~q. cooling devices~~

r. Peripherals: xPAKs manufactured by Panasonic; other items by Nuance and ProGlove

s. other: RAM by Panasonic; Mobile Printers by Brother and Seiko

4. Ancillary Products

a. cradlepoint manufactured by Cradlepoint

~~b. antennas~~

c. other: Services such as Consulting, Deployment, Warehousing by Panasonic ProServices; other services provided by Absolute, B2M Battery Monitoring, Warranty, Service; Crestron Mounting Services for Audio Visual Products; Nuance (software); SOTI Mobile Device Management; and VuLock Drive Screen

d. Other Technology Product Categories: Chargers by Lind; TOUGHBOOK Handhelds, Displays and Projectors, Professional Audio and Visual equipment, Digital Signage, Lecture Capture products all manufactured by Panasonic Corporation.

3B. Describe how your firm will notify customers of new products.

Panasonic Connect's Product Management team works closely with our Contracts, Marketing, Sales and Reseller organizations to ensure customers are aware of products as soon as they are available to be ordered. The campaign usually begins with "teaser" video distributed heavily throughout social media. This is soon followed by training of the sales and reseller organizations, and special customer promotions before launch. Once a product is released, Panasonic's PR firm has arranged for reviews of the products and other publications to make the public aware, driving demand and orders. As an example, please search on our recent launch of the TOUGHBOOK 40 Rugged Laptop.

3C. Describe the equipment solutions that are available that reduce the extreme heat that adversely impacts and prevents the proposed equipment from operating.

Panasonic has always designed and tested its mobile computers to withstand a wide range of extreme conditions including heat. Please see the brochure on the next page.

TOUGHBOOK HEAT RESISTANCE TESTING

PANASONIC DEVICES AND HEAT TESTING

Panasonic has always designed and tested its mobile computers to withstand a wide range of extreme conditions including heat. Panasonic devices are typically certified to over twenty different MIL-STD tests. Understanding some of the current disinfecting solutions being introduced to the market, the following three are most relevant. All of these MIL-STD tests were conducted and have been certified by an independent lab.

- **High Temperature Storage Test (Method 501.5, Procedure I)**

Units are powered off while in heat chamber. Cyclic test, repeating every 24 hours over 7 days.

- **High Temperature Operation Test (Method 501.5, Procedure II)**

Units are powered on while in heat chamber for 2 hours at constant temperature.

- **Temperature Shock (Method 503.5, Procedure I)**

Units are powered off while in a heat chamber for 1 hour, then transferred to a -60°F cold chamber for 1 hour.



TEST	55	33	20	G2	G1
High Temperature Storage	160°F	160°F	160°F	160°F	160°F
High Temperature Operation	140°F	145°F	145°F	145°F	140°F
Temperature Shock	160/-60°F	200/-60°F	200/-60°F	200/-60°F	200/-60°F

PANASONIC DEVICES AND DISINFECTANT SPRAYS

In addition, Panasonic rigorously tested these devices against prolonged use of disinfectant wipes. For more information, please refer to the Panasonic Cleaning and Sanitizing brochure, Panasonic user manual and instructions from the disinfectant manufacturer.

CONCLUSION

Panasonic is committed to providing the most durable and reliable mobile computing solutions. Panasonic cannot warranty the impact over prolonged use or excessive exposure, but has rigorously tested these devices against heat, disinfectant sprays as well as many other rugged tests. For specific questions regarding warranty or heat resistance please contact your Panasonic Account Team.



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3D. Submit additional information that will aid the City in evaluating your proposal.

Please refer to collateral files uploaded to the OpenGov system with our proposal.

4. Method of Approach - Service Requirements

4A. Provide a detailed written response to each requirement describing how the services offered will meet the Service Requirements of this solicitation for the City of Tucson and the national program. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

1. Policies and programs detailing your efforts in these areas.

1. Financing or Leasing

- a. Capital
- b. Operating
- c. Other

Panasonic Connect works with 3rd party companies to offer Financing or Leasing options that can be customized to an agency's needs. Please contact your Authorized Reseller who will work with your Account Manager to get details.

2. Consulting

- a. Public safety equipment needs assessment and recommendation for upcoming use case
- b. Grant assessment and writing
- c. Other

Panasonic Connect's ProServices department offers consulting. Panasonic engineers have years of experience in a wide range of industries and deployments, and will work closely with your IT team, both pre- and post-sale, to deploy the solution that addresses your specific challenges. All Panasonic customers have access to our 24/7 help desk, as well as a team of field service engineers for more complex issues.

Consulting services include:

- *Infrastructure assessment. Panasonic ProServices can evaluate your current IT setup—including imaging processes, networks, encryption, and endpoint security—and make recommendations to provide a successful TOUGHBOOK deployment with optimized performance.*
- *Product selection. Panasonic's ProServices team can help select the right device for your needs, making sure users have the capabilities they need and equipment that offers the durability and reliability to support a high-performing team in even in the harshest conditions.*

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- *Worker ride-along.* Our experts can go on site to observe firsthand how users use their devices at the job site or in the vehicle to help validate what device is best suited for the job. They can also recommend process improvements and mounting solutions to facilitate productivity and comfort.
- *Image consulting.* Once the right product is selected, we can review your image creation process. We can help fine-tune the image, recommend Microsoft® best practices, and identify any dependencies required for their application suite. Finally, following this review, we create and test the image for operating system or driver issues, finalizing an optimal image for production.
- *IT staff augmentation.* Our experts can extend IT staff resources by helping the customer design and deploy new technology, including device configuration, mobile applications, and integration into the existing IT infrastructure. Panasonic can provide short-term or long-term staff augmentation contracts that enable Panasonic employees to implement recommendations onsite.
- *Training.* Panasonic can train your IT staff on basic functions such as managing wireless connections, screen calibration, battery management, and mobility software applications. We also can provide device and in-vehicle mount installation training that allows the customer to fine-tune their user experience (screen brightness, touchscreen sensitivity and calibration, and cellular and Wi-Fi usage).
- *Custom software development and integration.* With new operating systems like Android® and new mobile technology, a common challenge is how to migrate and integrate these with existing systems. Panasonic experts can utilize our Rapid Application Development platform to develop and deploy a new Android-based mobile application solution and integrate the solution into existing systems.

3. Repairs

- Onsite
- Repair Facility
- Other

Panasonic ProServices standard warranty offers repairs on devices at our Panasonic-owned facilities in Kansas City, Kansas, and Memphis, Tennessee. All warranties cover shipping, so the faster a RMA is filed, the faster a repair can be completed. Average repair time is two working days.

Onsite trouble-shooting services may be offered by your Authorized Reseller, but all repairs must be performed by Panasonic. For a fee, Panasonic can send repair techs to make on-site repairs.

4. Installation:

- Provide installation services.

Panasonic Connect offers comprehensive vehicle solutions. No matter what type of vehicle your workers operate—ambulance, utility truck, forklift, fire engine, or police interceptor—we offer

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custom in-vehicle mounting solutions and installation services. This helps to simplify installation planning and management to maximize worker productivity and ensure easy serviceability. We help select and install components such as vehicle mounts, vehicle power distribution, and wireless routers. We also can supply customers with carefully designed accessory and mounting kits to allow them to perform their own installations.

5. Protection Plus

- a. List products.
- b. Provide details.

Panasonic's Protection Plus (accidental damage coverage) is available for TOUGHBOOK devices and augments Panasonic's standard warranty with no-fault accident protection. Protection Plus covers one major repair each year. If the damage to a unit is beyond repair, Panasonic will replace the entire device. With Protection Plus, companies experience minimal disruption, decrease the time IT staff spend on unexpected repairs, and create more predictable budgets by reducing surprise expenses.

6. Extended Warranties

- a. List products.
- b. Provide details.

Extend Panasonic's standard warranty by up to two years, stretching coverage to match the refresh cycle. you're an extended warranty delivers peace of mind, uninterrupted worker productivity, and significant reduction in out-of-warranty repair costs and IT workload.

ENHANCED WARRANTIES

- *Protection Plus (accidental damage coverage). Augment Panasonic's standard warranty with no-fault accident protection. Protection Plus covers one major repair each year. If the damage to a unit is beyond repair, Panasonic will replace the entire device. With Protection Plus, companies experience minimal disruption, decrease the time IT staff spend on unexpected repairs, and create more predictable budgets by reducing surprise expenses.*
- *Ultimate Care warranty. Designed for organizations that operate in extremely challenging environments or wish to minimize risk for their mobile devices, this warranty offers the ultimate peace-of-mind coverage for unlimited device breakage. With Ultimate Care, customers are covered for repairs (shipped overnight to and from our National Service Centers) or replacement of all major computer parts at no additional cost. This service can be customized to provide service-level guarantees for dead-on-arrival devices, help-desk waiting time, repair turnaround, and even unit failure rates.*

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7. Training and Education

- a. Onsite
- b. Online
- c. Offsite

Panasonic ProServices can develop training and education to meet an agency's needs.

8. Customer Support Services: The policies and procedures for:

- a. Replacements
- b. Returns
- c. Restocking charges
- d. After hours service
- e. After sales support
- f. Out of stock
- g. Order tracing
- h. Technical feedback
- i. Quality assurance for orders
- j. Drop shipments
- k. Online support
 - i. Customer
 - ii. Technical
- l. Phone support
 - i. Customer
 - ii. Technical
- m. Location, hours and staff quantity of call centers
- n. other

These topics are addressed further in this document, beginning in section 4B.

9. Implementation

Panasonic Connect's Deployment Services ensure that your TOUGHBOOK mobile computers arrive in the field quickly and ready to work. We offer two levels of deployment services—Premier and Bronze—ranging from initial services focused on immediate startup to longer-term services that cover the device through the life of the warranty. We can design customized packages of separately purchased services tailor-made for a customer's work environment. All options provide customized systems that are fully integrated into the customer's organization the moment they land in workers' hands.

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- *100% guaranteed functionality testing. Our thorough 48-hour stress testing—twice as long as the industry norm—ensures customers take possession of computers that work on arrival and continue to function for years to come.*
- *Asset tagging and management. We attach asset tags that we create or the customer provides and record the information in a deployment report for entry into the customer's asset management system.*
- *Disk image management. We catalog Windows® gold image(s) and keep them up to date with any customer changes, using them both in the initial deployment of mobile assets and for repairs, if necessary.*
- *Android firmware management. We catalog the deployed version of Android® firmware for each device and support re-installation of a specific version of firmware post service as part of our Android Premier Operating System Maintenance Program. This program ensures customer devices receive important security updates and bug fixes via periodically released updates.*
- *Online service portal. We maintain complete service histories on all TOUGHBOOK mobile computers sent into our National Service Centers. Customers can monitor this history to identify service trends and identify potential user training needs.*
- *Deployment report. We create customized, detailed reports for each TOUGHBOOK device so customers can track assets and warranty renewals, as well as manage wireless carrier contracts.*
- *Accessory kitting services. We can integrate third-party accessories such as network adaptors, barcode scanners, straps, and expansion modules with our TOUGHBOOK computers, perform testing, and deploy the final customized computers.*
- *Custom BIOS. We work with your organization to customize the BIOS for TOUGHBOOK Windows devices to any settings they specify and to show the company name on the splash screen.*
- *Wireless activation. We can install SIM cards and coordinate wireless activation with the customer's carrier of choice, so each TOUGHBOOK device arrives prepared for WWAN access right out of the box.*
- *Mobile device management (MDM) deployment services. We can provision handheld and tablet devices within the existing MDM environment, so that all customizations, application downloads, and security parameters are configured prior to delivery.*
- *Personalization. We affix each organization's logo to their devices for increased brand awareness with customers.*

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10. Misplaces or Stolen device location

Panasonic Connect's Mobility Application Services address the unique security challenges of mobile computers, mobile device management, and driver safety with software from leading partners. We can integrate this software into the customer's system via our Solutions Services and either deploy it on TOUGHBOOK devices before they are delivered or give customers the option to deploy the software later, once the devices are in the field.

- *Data and device protection. Increase control of TOUGHBOOK computers, even if they are off the network or in the hands of an unauthorized user. This software, when purchased and activated, provides a persistent connection to all of the organization's TOUGHBOOK computers:*
- *Remotely locks the device or removes partial or all data.*
- *Reports demonstrated compliance with regulations such as the Criminal Justice Information Services (CJIS), Health Insurance Portability and Accountability Act (HIPAA), and Sarbanes-Oxley, as well as software licensing.*
- *Provides validation that data on the device has remained encrypted and uncompromised.*
- *Provides control of the device even if the hard drive or operating system is replaced.*

11. Other Applicable Services. Value-add services not included in above categories

Panasonic Connect also offers the following services:

- *Dual-factor authentication. This software allows the end-user customer to implement multiple layers of log-on authentication to strengthen defense against unauthorized access and can include facial recognition authentication. This offering strengthens Panasonic's commitment to assisting our customers in achieving CJIS or HIPAA certification compliance and supports many forms of physical and logical authentication methods.*
- *Mobile device management (MDM) services. Our ProServices team can assist the customer's IT staff with implementing MDM solutions, as well as with deploying mobile devices via MDM that they can monitor, manage, and update remotely. Our MDM services include applying security updates and software upgrades, removing unauthorized software, and keeping devices well-protected and under control.*
- *Driver distraction software. Improve driver safety with software that removes the distraction of a mobile device while a vehicle is in motion without interfering with the transfer of voice or data. This application can be customized to display information such as maps, dispatch, and CAD, even while in motion, to keep the user informed.*
- *Speech-to-text software. Increase productivity and accuracy with speech-to-text software that helps employees in the field dictate reports at a rate of 140 words per minute, twice as fast as manual typing. With this application, employees such as insurance and property inspection agents can file paperwork while incidents are fresh in their minds. Police officers, hospital workers, and other public safety workers can use downtime for paperwork while keeping their hands free and heads up to maintain situational awareness.*

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- *Multi-database authentication services. Together with dual-factor authentication and speech-to-text software, this offering is part of a three-pronged strategy for a complete solution for public safety customers who are obligated to design CJIS compliant operations.*

2. Literature explaining your capabilities.

Please see the file uploaded to the OpenGov procurement system entitled "Panasonic Connect Service Collateral".

- 4B. Describe how services will be distributed to the City of Tucson and nationwide If a manufacturer is responding and proposing resellers the manufacturer should clearly identify the services provided by the manufacturer and services provided by the reseller.

Panasonic is now one of the only OEM rugged PC manufactures who own and operate our own U.S.-based service repair centers. The Panasonic Connect ProServices team has been supporting Panasonic customers for almost 30 years. We have employees that specialize in IT and programming & servicing. This team offers the ability to assist customers on various technical & software related issues. The ProServices phone numbers do not have voicemail; customers or partners will always receive a live person to consult with. In addition, the average tenure of a ProServices team member is approximately 8 years.

Of course our ProServices team works in conjunction with our Panasonic Authorized Resellers. Below is a table identifying the services provided by the manufacturer and the services provided by the reseller:

Contract / Work Element:	Performed by:
Product design and engineering	Panasonic
Product manufacturing	Panasonic
Centralized product distribution	Panasonic
Centralized (U.S. Based) Warranty Repair	Panasonic
Centralized (U.S. Based) Parts Stock	Panasonic
Centralized (U.S. Based) Technical Support	Panasonic
On-line Product Configurator (integrated to Authorized Reseller contract websites)	Panasonic
Panasonic On-line Resources ○ Master Contract Landing Page ○ Product Data Sheets ○ Solution Data Sheets ○ Industry / Vertical Market Case Studies ○ Cost of Ownership Analysis ○ Product Statistics ○ Warranty information ○ Technical support contact directory ○ FAQ's	Panasonic

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○ Product Registration ○ Downloads ○ BIOS Updates ○ Driver Updates ○ Product Manuals ○ Utilities	
Pre-Sales Support	Panasonic / Authorized Resellers
Demo Unit Support	Panasonic / Authorized Resellers
Complaint Resolution	Panasonic / Authorized Resellers
Quality Assurance Plan (development / management / reseller surveillance)	Panasonic
Environmental Program Management	Panasonic
Recycling / Take back Program Management	Panasonic
Reporting	Panasonic / Authorized Resellers
Point of Sale Websites ○ Reseller's Contract Landing Page ○ Complete PSS IAW requirements ○ On-line ordering IAW requirements ○ Invoice Reprint IAW requirements ○ Service options / agreements IAW requirements ○ Required contact information ○ Designation of sales representatives ○ Purchase order tracking ○ Environmental program / certification links ○ Links to recycle / take back programs ○ Catalog browsing capability	Authorized Resellers
Payment Acceptance / Electronic Payment Processing	Authorized Resellers
End User Shipments	Authorized Resellers
On-site Technical and Warranty Support	Panasonic & Authorized Resellers
Returns (Non-Warranty / RMA)	Authorized Resellers

4C. Describe the types of customer service available to agencies that use this contract:

Customer services surrounding an order, invoice and payment should go directly to the Panasonic Authorized Reseller providing the sale. For customer services about warranty, repair, repair status, call ProServices at 913-685-8855. ProServices Technical support can be reached 24 hours a day, 7 days a week, 365 days a year at 1-800-LAPTOP5.

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- 4D. Will the City of Tucson and Participating Agencies be assigned a dedicated service representative and/or a dedicated service team?

In addition to the ProServices hotlines, an agency's reseller of choice will act as the dedicated service representative if that is desired. Supported by their Panasonic Connect's Account Manager and Field Engineering team, any issues should be able to be quickly resolved.

If a manufacturer is responding, provide a representative at the manufacturer level and for each reseller.

Panasonic Connect provides Account Managers and Field Engineers throughout the country to closely support our resellers and their customers.

If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?

Panasonic Authorized Resellers, supported by their Panasonic Connect Account Managers and Field Engineers, can easily provide the dedicated service an agency needs. An agency should work closely with their reseller to determine scope of work and if there will be any fees associated with the desired level of support.

- 4E. How are problems resolved?

When a problem occurs, the first call should be made to an agency's point of contact at their Panasonic Authorized Reseller. That person will then work closely with their Panasonic Account Manager and other Panasonic departments as needed to resolve the problem.

- 4F. What response time is guaranteed when a customer service request is made?

Panasonic Connect ProServices does not offer a guarantee on response time, however, we strive to ensure requests are handled immediately and meet our very high standards. For instance, all phone calls and chat instant messages are to be answered by a live person, 24 hours a day, within 60 seconds or less; and all email inquiries are to be responded to within one hour.

- 4G. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?

Absolutely! The ProServices team is very concerned about providing the best possible service so they track their response times accordingly. For instance, the standard is that a caller should be speaking with a live person within 60 seconds of calling. Currently, the ProServices team answers an average of 6000 calls per month for TOUGHBOOK users. 90% of calls are answered within 60 seconds or less with the actual wait time averaging only 25-30 seconds.

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Another measurement monitored is abandoned calls, meaning how many callers phone in but then hang up before speaking to a live person. ProServices standard to ensure that less than 5% of calls are abandoned. Currently abandoned calls have averaged only 2% over the last 9 months.

Of course repair turnaround is a key performance indicator. ProServices averages two business days for a typical TOUGHBOOK device repair. This combined with free 2nd day shipping for in-warranty repairs helps return users to full productivity quickly.

- 4H. Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support.

Panasonic Connect ProServices has two different phone lines:

*Technical Support can be reached at 1-800-Laptop5 and is open **24 hours a day, 7 days a week, 365 days a year**. Calls focus on trouble shooting and repairs.*

Customer Service can be reached at 913-685-8855. It is available workdays, Monday through Friday, 6:30am – 6:00pm Central time. Customers can call this number to speak with a live person and check on the status of a repair, any deployment inquiries, and general service information.

- 4I. Submit additional information that will aid the City in evaluating your proposal

Please refer to the Service Collateral in the attachments section of this response that focuses of on the various warranties and services provide by Panasonic ProServices.

- 4J. What is the turnaround time for repairs? Describe the process. Are loaner products available?

From receipt of device until shipped for return, the average time a device in for repair with Panasonic Connect ProServices is two business days.

If a unit fails to operate during the warranty period and in accordance with the standard warranty, the unit will be repaired and returned with no cost for labor, parts, or shipping. To obtain service, please follow the simple steps below.

First, contact Panasonic ProServices Technical Support by calling 1-800-LAPTOP5. Typical hold time is less than one minute. A technician will enter the caller and product data into the database system, determine the warranty status, and try to assist in resolving the issue during the call.

IN-WARRANTY REPAIRS

Once a qualified in-warranty hardware failure is determined, a Return Merchandise Authorization (RMA) number will be issued:

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- *If the problem can be resolved by replacement of an item accessible to the caller — for example, battery, AC adapter, hard drive (most models), CD/DVD drive (some models), memory module (some models) — a Priority Exchange will be set up and a replacement device shipped overnight to the designated location so you are up and running the next business day. The defective item is returned to the Panasonic Service Center. Panasonic pays shipment in both directions.*
- *If the unit needs to be returned for repair, the unit can be shipped, pre-paid, by Panasonic to the Panasonic Service Center for repair and return. More than 80% of repairs are completed within two business days of receipt at the service center. All units are thoroughly quality control checked before they are shipped back to the customer to virtually eliminate repeat failures.*

OUT-OF-WARRANTY REPAIRS

If a unit is determined to be out of warranty but repair is required, the unit may be shipped pre-paid by the owner to the Panasonic Service Center.

- *An evaluation fee will be required to diagnose the repair so an estimate can be made of the total cost of repair.*
- *The service center will contact the customer for approval of the repair estimate, which includes labor, parts, shipping, handling and any taxes, before repairs are made.*
- *Once approved and payment terms are accepted, the unit is repaired and returned to the customer.*

LOANERS

Panasonic Connect ProServices does not have a loaner program, however, we do offer our “Hot-Swap” warranty program that allows for an agency to have a 24-Hour Exchange Program that provides next-business-day delivery of a customer-owned TOUGHBOOK device when a unit requires service. This service helps minimize downtime and maximize productivity.

Hot Swap

*The Hot Swap program requires **customer-owned** TOUGHBOOK computers to be stored at the Panasonic ProServices facility. All TOUGHBOOK devices stored will be configured to an agency’s requirements and maintain its-disk image. When a call is placed to the Panasonic Technical Support hotline, a representative will either resolve the problem over the phone or ship a Hot Swap device for*

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next-business-day (call must have been placed by 3pm Eastern time). The device needing repair will then be returned to ProServices, repaired, and placed into the Hot Swap inventory for a future swap.

Hot Spare

An enhancement to the Hot Swap program is the Hot Spare program. It works exactly the same as Hot Swap, but after the device is repaired, it is returned to the end user. When the Hot Spare program is activated, the Panasonic ProServices receives the damaged unit, issues a spare unit while the repairs are being made, and returns the original unit to the owner following service delivery completion. At the end of the process, the spare unit is returned to the service center and prepared for the next use.

Hot Spare is a valuable option when specific assets are assigned to specific users, and it helps ensure that the user maintains their assigned computer. It also reduces asset management hassles by not requiring the customer to switch computers or change serial numbers and entitlements

Please see the brochure on the Hot Swap program in the attached Service collateral.

4K. Describe the warranty period of products. Submit information on your warranty programs.

Panasonic-manufactured products warranties are provided by Panasonic. Third-Party warranties with our Strategic Alliance Hardware and Software Partners are clearly established and communicated as part of the partnership agreement. Panasonic will help facilitate warranty service as a pass-through from the Third-Party manufacturer.

- Standard warranty. Our Standard warranty covers TOUGHBOOK® computers from defects in materials and workmanship for three years and includes a priority parts exchange program and repair service at no cost. It provides lifetime access to our U.S.-based technical support hotline; online access to drivers, first-aid disks, BIOS updates, tools, utilities and manuals; free overnight delivery of customer-replaceable parts and repaired units; and access to Panasonic field service personnel*
- Extended warranty. Extend your Standard warranty up to two additional years, stretching coverage to match your refresh cycle. Extending your warranty delivers peace of mind, uninterrupted worker productivity and significant reduction in out-of-warranty repair costs and IT workload.*

ENHANCED WARRANTIES

- Protection Plus (accidental damage coverage) augments our Standard warranty with no-fault accident protection. Protection Plus covers one major repair each year. And in cases when the damage is beyond repair, we will replace the entire device. With Protection Plus, your workers experience minimal disruption, and your IT staff doesn't get sidetracked with unexpected repairs. This helps you develop predictable budgets for entire projects without surprises.*

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- *Ultimate Care warranty is designed for organizations that operate in extremely challenging environments or wish to minimize risk for their mobile devices, this warranty offers the ultimate peace-of-mind coverage for unlimited device breakage. With Ultimate Care, you are covered for repairs (shipped overnight to and from our National Service Centers) or replacement of all major computer parts at no additional cost. This service can be customized to provide service-level guarantees for dead-on-arrival devices, help-desk waiting time, repair turnaround and even unit failure rates.*
- *Smart Battery warranty covers one of the most common sources of downtime (and frustration) for field workers is a drained battery. Our Smart Battery warranty monitors battery capacity so you are prepared to switch it out when you need to, eliminating overnight emergency replacements and keeping workers productive with fresh, new batteries.*
- *Hard Drive No Return warranty. If your security policies dictate that you cannot return a hard drive for repair or replacement, you can keep your faulty drive and Panasonic will send you a replacement unit. You maintain complete control of your sensitive data at all times, as well as compliance with CJIS or HIPAA requirements.*

SPECIALIZED REPAIR SERVICES

- *24-Hour Hot Swap exchange. Get overnight delivery of a TOUGHBOOK laptop, tablet or handheld if a unit fails. Instead of waiting for a repair, you're immediately sent a device from an inventory of customer-owned, pre-imaged computers stored at our National Service Centers. Meanwhile, you send your damaged unit to Panasonic; we then repair it and place it back into your on-demand inventory.*

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5. Method of Approach - Technology Requirements

Describe your website and the ease-of-use for customers to perform the following types of tasks: to search for products; to find alternate products (if a certain product is not available); to perform side-by-side price comparison to products; to order products; to order products in advance (i.e., how far in advance of required delivery date can an order be placed?); to track order status, to include backordered items; to determine when an item was received and who received it; to restrict/block the ordering of certain line items and to restrict/block the ordering of groups; to create approval paths/levels for orders, to include creating an approval path for restricted items; to create a “favorites” list or other personalized list of frequently ordered items; to create a “shared” list for an agency to use; to obtain online customer service; to receive online training; to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders); to track their budget for purchases; to generate reports.

Since all ordering comes through the Panasonic Authorized Reseller channel, Panasonic does not offer these services. However, there are some resellers who are able provide these services such as Mobile Concepts Technology (MCT) of Phoenix, who is currently providing a custom portal with similar functionality for the Arizona Department of Public Safety.

Describe additional functionality offered by your website.

Although Panasonic Connect does not offer an order tracking portal, we do offer a Service Gateway to help with asset management. This self-service portal allows online opening of a service-related case, tracking of case history, and details about your Panasonic products across all product lines. By providing a focused view of your Panasonic assets, cases, and entitlements, we aim to optimize your experience and eliminate the strain of complicated service issues. Please see the brochure in our Service Collateral file.

Describe the hours your website is applicable?

The Service Gateway is available 24 hours a day, 7 days a week, 365 days a year.

What are your hours of downtime, such as for system maintenance?

As needed. If the system will be down, users will be warned.

Does your website offer real time product availability?

No. Panasonic is a build to order manufacturer therefore our website will not reflect product availability. However, our Authorized Resellers, working with their appropriate Authorized Distributors may be able to show real-time product availability on their own websites or custom portals that they build for the agency.

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If volume discounts are proposed, does your website automatically offer the order size incentive? For example, if an order reaches a certain amount, is a volume discount automatically offered and, if so, how is that conveyed to the customer?

Any volume discounts or other types of incentives will be offered by the reseller channel.

Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?

This functionality depends on the chosen reseller. In general, resellers will send emails about order confirmation, invoicing, etc.

Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self- registration, are you available to assist in the registration process?

This functionality depends on the chosen reseller and their capabilities.

Describe if your website can be customized for an agency's specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields), etc.

This functionality depends on the chosen reseller and their capabilities.

Describe the types of online reporting that are available. Is customized reporting available?

This functionality depends on the chosen reseller and their capabilities.

Describe your online return process (if available).

This functionality depends on the chosen reseller and their capabilities. In general, since Panasonic Connect is a build to order manufacturer, returns are rarely accepted.

Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems?

This functionality depends on the chosen reseller and their capabilities.

Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.

This functionality depends on the chosen reseller and their capabilities.

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6. Method of Approach - Reporting Requirements

Contractor shall provide and supply customized usage reports upon request from the City of Tucson or any Participating Agency. At a minimum, the reports shall include the item number, item description, manufacturer number, total quantity ordered, number of orders and total spend for the requested time period. At a minimum, the City of Tucson requires an annual report within 30 calendar days of each contract years end date.

Panasonic acknowledges Attachment F, Exhibit E Omnia Partners Contract Sales Reporting Template and agrees to work with our Panasonic Authorized Resellers to provide the Agency Department of Procurement with a copy of our resellers' usage reports upon request or as scheduled.

7. Price Proposal

7A. Provide price proposal as requested on the Price Page attached herein.

Please see the Pricing Page as uploaded within the OpenGov procurement system.

7B. Provide details of and propose more aggressive pricing for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc.

Panasonic Connect relies on our Authorized Resellers to provide more aggressive pricing for volume orders and other incentivized purchasing. The Panasonic Connect sales team will work closely with the Authorized Resellers to support competitive pricing initiatives which may result in pricing less than the discounts proposed herein, but on a case by case basis.

7C. Describe any government rebate programs that are offered.

At this time, Panasonic Connect is unaware of any particular government rebate programs. As programs come available and we become aware of them, your Panasonic Account Manager will work with our reseller channel to ensure public agencies are made aware and can take full advantage of any offers.

7D. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.

At this time, a survey of our highlighted Authorized Resellers for this contract do not offer discounts for using a particular ordering or payment method, however, some will charge an additional fee for using credit cards, so please confirm if any additional charges may be incurred prior to finalizing an order.

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Please note, the prices presented by Panasonic Connect with our response to this RFP are merely “not to exceed” prices. An Authorized Reseller is allowed to and may offer additional discounts as they deem appropriate, whether they are associated with volume of the order or other incentivized means.

7E. The City anticipates new products within the categories described herein will be automatically available to Participating Public Agencies at the same proposed pricing methodology indicated above. If new products become available and will not be offered at the same pricing methodology, describe the proposed verifiable pricing formula or guaranteed discount matrix for new products introduced.

Panasonic Connect does not anticipate adding new products that would fall outside the categories listed on the proposed discount matrix. If for some unknown reason, a new product is introduced that would require a new discount category, the Panasonic Connect Contracts Manager will work closely with the City of Tucson and OMNIA Partners to update the price list and or amend the contract(s) as needed.

8. Qualifications & Experience

8A. Provide a brief history and description of your firm.

Panasonic Connect North America is a Division of Panasonic Corporation of North America (PNA) based in Newark, NJ, which is a wholly owned subsidiary of the Japan-based Panasonic Corporation.

Panasonic manufactures electronics for many industries. Panasonic Corporation of North America is responsible for Panasonic’s branding, marketing, sales, service, product development, and R&D operations in the United States and Canada. Panasonic Connect North America provides these functions for Panasonic’s TOUGHBOOK® computer devices, video displays and projector systems, professional audio video solutions, food locker solutions, digital signage, and factory automation (robotic welding) product lines.

Panasonic was established in 1918 by its founder, Konosuke Matsushita, and has been committed to the progress and development of society and the well-being of people through its business activities, thereby enhancing the quality of life throughout the world. Panasonic is over 100 years old and intends to be around for at least another 150 more (yes, we actually have a plan for that far out!) We are committed to building sturdy, reliable products that you don’t need to worry about, to turning requests and orders around quickly and with integrity – we want you to know, we’re here for you.

For more information about Panasonic’s history, please visit

<https://holdings.panasonic/global/corporate/about/history.html>

8B. Offeror is a reseller, provide proof your firm is an authorized reseller.

Not applicable as Panasonic Connect is responding as a manufacturer.

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- 8C. Provide a summarization of your experience in performing work similar to that outlined in this solicitation. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number and email address). References from other public agencies, particularly municipal governments, with similar environmental conditions as the City of Tucson are preferred.

Panasonic Connect is pleased to provide the following as reference as they are active customers near the City of Tucson:

Phoenix, Arizona Arron Sanders (480) 529-0157 arron.sanders@phoenix.gov 620 West Washington Street Phoenix, Arizona 85003	San Diego, California Neil Torculas (858) 492-5052 ntorculas@sanidiego.gov 9601 Ridgehaven Court San Diego, California 92123	Mesa, Arizona Garrett Graham (480) 644-3958 garrett.graham@mesaaz.gov 59 E 1st Street Mesa, Arizona 85210
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- 8D. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References shall include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.

Kelly Tinucci is Panasonic Connect's Territory Account Manager for Arizona and, in addition to an agency's Authorized Reseller of choice, will be the primary customer service representative representing Panasonic Connect to the agencies of the City of Tucson.

Kelly's may be reached via phone at 480-404-0425 or email at kelly.tinucci1@us.panasonic.com

Kelly's resume can be viewed at <https://www.linkedin.com/in/kelly-tinucci-6298b61a6>

Kelly has worked as an Account Manager her entire career. Fielding customer inquiries and taking care of things is what she lives for.

Kelly has worked for Panasonic since March of 2018 servicing the public sector her the entire tenure. Before working for Panasonic, Kelly worked for the Arizona powerhouse, Cox Business.

Below are a few customer references from her accounts:

Response to City of Tucson Request for Proposal 226017 for Mobile Computing Solutions
Technical Proposal

Contact's name: Timothy Ulery Phone number: 623-930-3060 Email: tulery@glendaleaz.com Position: Communications Systems Technician Organization: Glendale Police Department Kelly worked with this customer to assist in providing pricing and information regarding Panasonic TOUGHBOOK products and services.	Contact's name: Sergeant Frailan Young Phone number: 480-644-3737 Email: Frailan.young@mesaaz.gov Position: Sergeant Organization: Mesa Police Department Kelly worked with this customer to assist in providing pricing and information regarding Panasonic TOUGHBOOK products and services.	Contact's name: Aaron Bauer Phone number: 480-299-3166 Email: abauer@mobileconceptstech.com Position: Vice President Organization: Mobile Concepts Technology Kelly works closely with this Authorized Reseller to provide excellent service and pricing to Arizona agencies regarding Panasonic TOUGHBOOK products and services.
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TOUGHBOOK Product Portfolio

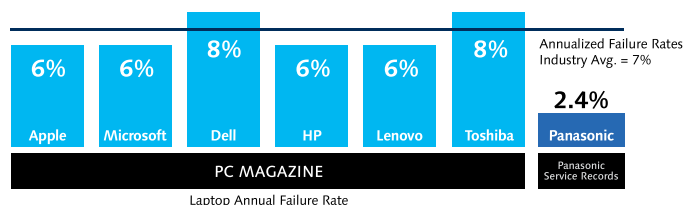
From military bases to patrol cars, on the shop floor or in a lab, on the road or in the field, Panasonic is helping to keep organizations moving forward.

Engineered to withstand drips, drops, dust and grime TOUGHBOOK® computers thrive and survive in the hardest of environments. Panasonic is committed to delivering mobile computing solutions that help you get the job done, wherever it takes you.

- Select TOUGHBOOK mobile devices go beyond the standard safety testing to achieve Hazardous Locations Class 1 Div 2 certification¹, TPM 2.0 and are TAA-compliant, approved for government deployment.
- Panasonic and its partners design a wide assortment of heavy-duty docks, mounts and other peripherals including barcode readers, printers and magstripe readers—to expand and enhance the TOUGHBOOK capabilities.
- Panasonic values keeping backward compatibility to allow customers to save the expense and hassle of replacing vehicle docks every time a new model is introduced.
- Panasonic is the only major manufacturer that designs, builds and tests its mobile devices in its own factory—allowing quality control, consistency and parts availability to be monitored every step of the way.

INDUSTRY AVERAGE FAILURE RATE

Panasonic devices are over five times more reliable than the average laptop used by businesses across America.*



*Comparing 2019 Panasonic actual data for TOUGHBOOK family of devices to PC Magazine reader-reported data for competitors in the same time period.

Not only is a TOUGHBOOK purpose-built to withstand extreme mobile environments, but it has the exclusive Panasonic ProServices support team standing behind it. To help ensure uninterrupted worker productivity and efficiency, Panasonic offers support and services throughout the lifecycle of your mobile computing device.

Panasonic ProServices for TOUGHBOOK include:

- Pre-deployment consulting
- Engineering design and field engineering expertise
- Deployment services (imaging, asset tagging, etc.)
- Warranty coverage and maintenance services
- Hard drive replacement
- End of life recycling

MOBILITY SOLUTIONS





TOUGHBOOK 55

14" Semi-rugged Windows® 10 & 11 | 810H | 3' Drop | IP53

- Optional 1000 nit gloved multi touch model
- Innovative modular design & user-removable accessory expansion packs (xPAK's) offer unparalleled customization
- Intel® Core™ i5 processor (i7, 64GB & vPro® optional)
- Vehicle & desktop dock backwards compatibility
- Infrared 2MP webcam w/tetra-array microphones & privacy cover
- Optional FirstNet Ready™ 4G modem (up to 600Mbps)
- Up to 19-hour battery life (38 w/optional 2nd battery)



TOUGHBOOK 40

14" Fully-rugged Win 10&11 | 810H | 6' Drop | IP66 | C1D2¹

- 1200 nit gloved multi touch display
- Innovative modular design & user-removable accessory expansion packs (xPAK's) offer unparalleled customization
- Intel® Core™ i5 vPro® processor (i7 & 64GB opt.); opt. AMD dGPU¹
- Infrared 5MP webcam w/tetra-array microphones & privacy cover
- Opt. FirstNet Ready™ 5G (Sub6+mmWave) modem¹ or 4G modem (up to 2Gbps)
- 18-hour battery life (36 w/optional 2nd battery)



Keyboard sold separately

TOUGHBOOK 33

12" Fully-rugged Win 10&11 | 810G | 4-5' Drop | IP65 | C1D2

- 1200 nit gloved multi touch + digitizer display
- Intel® Core™ i5 vPro® processor (i7 & 32GB optional)
- 2-in-1 with optional keyboard
- Optional quick-release SSD & rubber keyboard
- Vehicle dock backwards compatibility with VDA
- Optional FirstNet Ready™ 4G modem (up to 600Mbps)
- 10-hour battery life (20 w/optional long life battery)



Keyboard sold separately

TOUGHBOOK G2

10.1" Fully-rugged Windows® 10 & 11 | 810H | IP65 | C1D2

- 1000 nit gloved multi touch + digitizer display
- User-removable expansion packs (xPAK's) including thermal camera, barcode reader, CAC reader and more
- Intel® Core™ i5 vPro® processor (i7 & 32GB optional)
- 2-in-1 with optional keyboard
- Quick-release SSD
- Opt. FirstNet Ready™ 5G (Sub6+mmWave) modem or 4G modem (up to 600Mbps)
- 18.5-hour battery life



TOUGHBOOK A3

10.1" Fully-rugged Android™ 9 | 810H | 6' Drop | IP65

- 800 nit max gloved multi touch display
- Qualcomm® octa-core processor
- NFC & optional 2nd USB-A or barcode or insertable SmartCard reader
- Optional FirstNet Ready™ 4G modem
- 9-hour battery life (15.5 w/opt long life battery) & hot swappable



TOUGHBOOK S1

7" Fully-rugged Android™ 10 | 810H | 5' Drop | IP65 & IP67

- 500 nit gloved multi touch display
- Qualcomm® octa-core processor
- NFC & optional 2nd USB-A, portrait or landscape barcode reader
- Optional FirstNet Ready™ 4G modem
- 9-hour battery life [14.5 w/opt long life battery] & warm swappable



TOUGHBOOK N1

4.7" Fully-rugged Android™ 9 | 810G | 7' Drop | IP66 & IP68

- 500 nit gloved multi touch display
- Qualcomm® octa-core processor, 3GB RAM, 32GB Flash
- NFC & barcode reader
- Optional dual SIM & cellular voice capability
- Optional FirstNet Ready™ 4G modem
- 12-hour battery life (19 w/opt long life battery) & warm swappable



TOUGHBOOK N1 Tactical

4.7" Fully-rugged Android™ 9 | 810G | 7' Drop | IP66 & IP68

- 500 nit gloved multi touch display
- Qualcomm® octa-core processor, 4GB RAM, 64GB Flash
- NFC & optional NIAP Certification
- Dual SIM & cellular voice capability
- 12-hour battery life & warm swappable



SPECIFICATION	TOUGHBOOK 55	TOUGHBOOK 40	TOUGHBOOK 53	TOUGHBOOK G2	TOUGHBOOK A3	TOUGHBOOK S1	TOUGHBOOK N1	TOUGHBOOK N1 Tactical
Operating System	Laptop	Laptop	2-in-1 (w/opt. keyboard)	2-in-1 (w/opt. keyboard)	Tablet	Tablet	Handheld	Handheld
Screen Size & Resolution	Windows 10(11DG), 11 14" FHD (touch model) or HD	Windows 10(11DG), 11 14" FHD	Windows 10(11DG), 11 12.0" QHD	Windows 10(11DG), 11 10.1" WUXGA	Android 9 10.1" WUXGA	Android 10 7" WXGA	Android 9 4.7" HD	Android 9 4.7" HD
Brightness (nit)	1000 (touch model)	1200	1200	1000	500	500	500	500
Touch Display	Optional Touch	Touch	Touch + Digitizer	Touch + Digitizer	Touch	Touch	Touch	Touch
Cameras	2MP Webcam	5MP IR Webcam	Rear Cam & IR Webcam	Rear Cam & IR Webcam	Rear Cam & Webcam	Rear Cam & Webcam	Rear Cam & Webcam	Rear Cam & Webcam
Optical Drive	Optional (DVD or Blu-ray)	Optional (DVD or Blu-ray)						
CPU	Intel® Core™ i5-1145G7 (i7 optional)	Intel® Core™ i5-1145G7 (i7 optional)	Intel® Core™ i5-10310U (i7 optional)	Intel® Core™ i5-10310U (i7 optional)	Qualcomm® SDM660	Qualcomm® SDM660	Qualcomm® SDM660-2	Qualcomm® SDM660-2
Dedicated Graphics	¹							
Starting Storage Drive	512-2TB SSD OPAL (optional 2nd SSD Drive)	512-2TB SSD OPAL (opt FIPS) (optional 2nd SSD Drive)	512-1TB SSD OPAL	512-1TB SSD OPAL	64GB Flash	64GB Flash	32GB Flash	64GB Flash
Memory (RAM)	16-64GB	16-64GB	16-32GB	16-32GB	4GB	4GB	3GB	4GB
Antenna Pass Through	Opt. (Dual)	Opt. (Quad - BIOS selectable)	Dual	Dual	Opt. (Dual)	Opt. (Dual)		
Dedicated GPS	Optional	Optional	Optional	Optional				
SIM	2 (4FF + eSIM)	2 (4FF + eSIM)	2 (4FF + eSIM)	2 (4FF + eSIM)	2 (4FF)	2 (4FF)	2 (4FF)	2 (4FF)
Mobile Broadband	Optional (4G)	Optional (4G or 5G) modems	Optional (4G)	Optional (4G or 5G modems)	Optional (4G)	Optional (4G)	Opt (4G); Voice also opt.	Opt (4G); Voice also opt.
FirstNet™ Certified								
Swappable Battery	Optional Hot Swap	Optional Hot Swap	Hot Swap	Optional Hot Swap	Hot Swap	Warm Swap	Warm Swap	Warm Swap
Battery Life (hours) ¹	Up to 19 (38 with optional 2nd battery)	18 (36 with optional 2nd battery)	10 (20 with optional battery)	18.5	⁹ (15.5 with optional battery)	⁹ (14.5 with optional battery)	12 (19 with optional battery)	12
Starting Weight (lbs.)	4.6-4.9	7.4	3.4 (6.1 w/opt. Premium Keyboard)	2.9 (4.9 w/opt. keyboard)	2.0	1.0	0.6	0.6
RUGGEDNESS								
Backlit Keyboard	Semi-Rugged	Fully-Rugged	Fully Rugged	Fully Rugged	Fully Rugged	Fully Rugged	Fully Rugged	Fully Rugged
Fanless	Color-selectable	Color-selectable	Red	Color-selectable	N/A	N/A	N/A	N/A
Covered Ports								
Storage Drive Heater								
User-removable xPAK's								
User-Removable Storage			Optional					
User-Removable Battery								
Hand Strap/Handle			Optional	Optional	Optional	Optional	Optional	Optional
Magnesium Alloy Casing or Chassis								
Spill-resistant Keyboard								
IP Certified ²	IP33	IP66	IP65	IP65	IP65	IP67	IP68	IP68
MIL-STD Certified	810H	810H, 461G, C1D2	810G, 461F, C1D2	810H, 461G, C1D2	810H	810H	810G	810G
MIL-STD-810G Drop	3 ft	6 ft	4 ft (5 ft Tablet only)	6 ft	6 ft	5 ft	7 ft	7 ft

¹ Battery life for Windows devices is based on MobileMark 2014 at 150 nit and using no cellular mobile broadband. Battery life for Android devices depends on user profile.

² Tested by a national, independent, third-party lab following MIL-STD-810G Method 516.6 Procedure IV for transit drop and IEC 60529 Sections 13.4, 13.6.2, 14.2.5 and 14.3 for IP.

³ Late availability.





TOUGHBOOK 40

- Innovative modular design and user-removable xPAK's offer unparalleled customization
- State-of-the-art design optimizes thermals for effortless performance
- Class leading 95db speakers, 5MP infrared webcam with privacy cover and tetra-array microphones
- Fully rugged all-weather MIL-STD-810H & IP66 design built with magnesium alloy
- Fastest cellular in the industry — up to 2Gbps 4G modem or 5.5Gbps 5G modem¹ adds Sub6, C-band and mmWave

TAKING RUGGED COMPUTING TO THE NEXT LEVEL

The Panasonic TOUGHBOOK® 40 breaks new ground offering unrivaled flexibility in even the most demanding and unpredictable environments with its class leading eight modular areas including its innovative modular expansion packs (xPAK's). Optical drives, authentication readers, IO ports and even the Barcode Reader xPAK are all user-upgradeable. Its state-of-the-art design optimizes thermals for maximum performance and its latest technology will ensure the TOUGHBOOK 40 will withstand the test of time. It features an optional dedicated GPU¹, up to 64GB of RAM, up to 3TB of storage, all-day battery life, four microphones, color-selectable backlit keyboard, 95db speakers, dual SIM (physical + eSIM) and choice of two cellular modems. The 4G modem provides up to 2Gbps and the 5G modem¹ adds support of 5G Sub6, C-band and mmWave with speeds up to 5.5Gbps and the ability to seamlessly connect to the best available network without any disruption or loss of connectivity.

MIL-STD-810H

MIL-STD-461G

IP66

C1D2
HAZ LOC

6-FOOT
DROP RATING



TOUGHBOOK 40

SOFTWARE

- Windows® 10 or 11 Pro 64-bit¹
- Panasonic Utilities and Recovery Partition
- Enterprise ready driver packages including CAB files and one-click driver bundles

CERTIFICATIONS & DURABILITY

- MIL-STD-810H: 6' drop, shock, bench handling, vibration, rain, dust, sand, altitude, freeze/thaw, high/low temperature, temperature shock, solar radiation, contamination by fluids, humidity, salt fog, explosive atmosphere³
- MIL-STD-461G³
- IP66³
- Optional C1D2 (class 1 div 2) groups ABCD
- Magnesium alloy chassis with handle
- User-removable xPAK's, RAM, keyboard, battery and caged SSD (w/heater)⁴
- Raised bezel for LCD impact protection
- Reinforced locking port covers
- Replaceable screen protector

CPU

- Intel® Core™ i5-1145G7 vPro® processor
– Up to 4.4GHz with Turbo Boost, 8MB cache
- Intel® Core™ i7-1185G7 vPro® processor
– Up to 4.8GHz with Turbo Boost, 12MB cache

STORAGE & MEMORY

- User-upgradeable RAM (up to 2 DIMM's)
16-64GB total (DDR4-3200MHz)^{5,6}
- Main SSD: 512GB, 1TB or 2TB quick-release OPAL NVMe with heater; opt. FIPS 140-2 encrypted⁵
- Optional 2nd SSD: 512GB or 1TB quick-release OPAL SATA with heater⁵

DISPLAY & GRAPHICS

- Display
– 14.0" FHD 1920 x 1080 capacitive gloved touch
– 1-1200 nit
- IPS with direct bonding
- Anti-reflective (AR) screen treatment
- Graphics
– Intel® UHD Graphics (units with 1 DIMM)
– Intel® Iris® Xe Graphics (units with 2 DIMM)⁵
– AMD Dedicated Graphics¹
- Supports up to 4 displays
- Concealed Mode; Day/Night Mode

AUDIO

- Integrated tetra-array microphone
- Intel® High Definition Audio compliant
- Integrated 95db speakers (top-facing)
- Keyboard volume and mute controls

WEBCAM

- 5MP w/privacy cover & tetra-array mic
– Infrared with Windows Hello support

KEYBOARD & INPUT

- Stylus pen, stylus holder and cleaning cloth
- 6 modes (auto, rain, glove, touch, pen, pen/touch)
- Backlit power button & keyboard icons (Caps lock, Num Lock, Scroll Lock, Storage Drive, SD Card)
- User-removable 82-key keyboard⁴
– 8 programmable buttons/keys (P1-P4, A1-A4)
– Color-selectable backlit with 4 adjustable levels (emissive or rubber)
- Gen2 resistive touchpad with multi touch

OPTICAL DRIVE

- Optional Blu-ray Drive (xPAK)⁸
- Optional DVD Drive (xPAK)⁸

INTERFACE

- USB-C Thunderbolt™ 4, 40Gbps 3A (w/PD)
- USB-A x2 (10Gbps 0.9A, 5Gbps 0.9A)
- Optional USB-A x2 5Gbps⁹
- MicroSDXC UHS-I
- HDMI 4K (optional 2nd HDMI 4K)⁹
- Optional VGA⁹
- Ethernet 1Gbps RJ-45
- Optional 2nd Ethernet 1Gbps RJ-45⁹
- Optional Serial (True) D-sub 9-pin⁹
- Audio In/Out 3.5mm
- Dual SIM (Nano-SIM 4FF x1, eSIM x1)

WIRELESS

- Optional 4G EM7690 (up to 2Gbps)
– 4G (LTE, LTE-A)
– Multi carrier (AT&T, FirstNet, Verizon)
– Satellite GPS & CBRS Band 48 Capable¹⁰
- Optional 5G EM9190 (up to 5.5Gbps)¹
– 4G (LTE, LTE-A), 5G (Sub6, C-band, mmWave)
– Multi carrier (AT&T, First Net, Verizon)
– Satellite GPS & CBRS Band 48 Capable¹⁰
- Optional dedicated GPS (u-blox NEO-M8J)
- Opt. quad antenna pass-through (BIOS selectable)
- Intel® Wi-Fi 6 AX201 (up to 2.4Gbps)
- Bluetooth® v5.1 (Class 1)
- Airplane mode Fn key

POWER

- Li-Ion battery:
– 18 hours (36 hours w/opt. 2nd battery)^{11, 12}
– 10.8V, 6500mAh
- Hot swap with optional 2nd battery¹²
- Battery charging time: 3 hours (each battery)¹¹
- TOUGHBOOK Smart Battery Technology
- AC Adapter: AC 100V-240V worldwide power, auto sensing/switching

SECURITY FEATURES

- Intel® Hardware Shield
- Secured-core PC
- TPM v2.0
- NIST BIOS compliant
- Persistence® technology by Absolute in BIOS¹³
- Secure Wipe
- Kensington cable lock slot
- Encrypted SSD's (OPAL & opt. FIPS 140-2)
- Optional locking screws for SSD and xPAK's
- Optional fingerprint reader xPAK's⁷
– Secured-core PC (363 DPI)
– Active Directory (385 DPI)
- Optional insertable Smart Card reader xPAK's^{8, 12}
- Optional contactless Smart Card reader xPAK⁷
– 13.56MHz (ISO 14443 A/B, ISO 18092)

DIMENSIONS & WEIGHT

- 11.9"(L) x 13.9"(W) x 2.1"(H)
- 7.4 lbs.

WARRANTY

- 3-year limited warranty, parts and labor

INTEGRATED OPTIONS

- 5G EM9190¹ or 4G EM7690 modem
- Dedicated GPS (u-blox NEO-M8J)
- Quad antenna pass-through
- Main SSD: OPAL / FIPS 140-2 Encrypted
– 512GBFZ-VSD400T1U / FZ-VSF400T1M
– 1TBFZ-VSD401T1U / FZ-VSF401T1M
– 2TBFZ-VSD402T1U / FZ-VSF402T1M
- Memory Cards
– 16GB DDR4FZ-BAZ2116
– 32GB DDR4FZ-BAZ2132
- Keyboard
– Backlit EmissiveFZ-VKB55107U
– Backlit RubberFZ-VKB40207W
- Right Expansion Area
– Insertable Smart Card xPAKFZ-VSC401U
– 2nd BatteryFZ-VZSU1XU
- Left Expansion Area xPAK's
– Barcode Reader (N6603)FZ-VBR401M
– Blu-ray DriveFZ-VBD401U
– DVD DriveFZ-VDM401U
– Insertable Smart CardFZ-VSC402U
– 512GB 2nd SSD OPALFZ-V2S400T1U
– 1TB 2nd SSD OPALFZ-V2S401T1U
- Rear Expansion Area xPAK's
– VGA + Serial (true) + LANFZ-VCN401U
– USB-A + HDMI + Serial (true)FZ-VCN402U
– USB-A (x2) + HDMIFZ-VCN403U
- Palm Rest Expansion Area xPAK's
– Contactless Smart CardFZ-VNF401U
– Fingerprint (MSFT SC-PC)FZ-VFP401U
– Fingerprint (Active Dir)FZ-VFP402W

Please consult your reseller or Panasonic representative to learn more about the TOUGHBOOK 40 and the wide variety of accessories and services offered.

- 1 Late availability.
- 2 Windows 10 (11 DG) SKU's include a free Windows 11 upgrade.
- 3 Tested by national independent third party lab following MIL-STD-810H Method 516.8 Procedure IV for transit drop test and IEC 60529 Sections 13.4, 13.6.2, 14.2.5 and 14.3 for IP.
- 4 Keyboard is user-replaceable, but once removed, the old keyboard must be discarded.
- 5 1GB = 1,000,000,000 bytes. Total usable memory will be less depending upon actual system configuration.
- 6 Units equipped with two DIMM (memory cards) come with Intel Iris Xe graphics instead of Intel UHD graphics.
- 7 Fingerprint Readers or Contactless Smart Card Reader in Palm Rest Expansion Area are mutually exclusive.
- 8 Barcode Reader, Insertable Smart Card Reader, DVD Drive, Blu-ray Drive and 2nd SSD Drive in Left Expansion Area are mutually exclusive.
- 9 VGA+Serial+LAN or USB-A+HDMI+Serial or USB-A(x2)+HDMI in Rear Expansion Area are mutually exclusive.
- 10 The module firmware and the device antenna system have obtained technical approval by commercial carriers in the US. It is customer's responsibility to assure that the module firmware and the device antenna system are compatible with the customer's Private LTE network using Band 48.
- 11 Battery performance features such as charge time and life span can vary according to the conditions under which the computer and battery are used. Battery operation and recharge times will vary based on many factors, including screen brightness, applications, features, power management, battery conditioning and other customer preferences. Battery testing results from MobileMark 2014 at 150 nit and using no cellular mobile broadband.
- 12 2nd Battery or Insertable Smart Card in Right Expansion Area are mutually exclusive.
- 13 Requires software and activation to enable theft protection.





TOUGHBOOK 40—ACCESSORY AND SERVICE GUIDE

na.panasonic.com/TOUGHBOOK40 | 1-888-245-6344

TOUGHBOOK 40 Mk1

MOBILITY SOLUTIONS



PANASONIC EXPANSION AREAS & xPAKs

Left Expansion Area

Barcode Reader xPAK
FZ-VBR401M



Insertable Smart Card xPAK
FZ-VSC402U



2nd SSD Drive xPAK
FZ-V2S400T1U (512GB OPAL)
FZ-V2S401T1U (1TB OPAL)



DVD Drive xPAK
FZ-VDM401U



Blu-ray Drive xPAK
FZ-VBD401U



Right Expansion Area

Insertable Smart Card xPAK
FZ-VSC401U

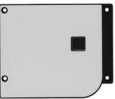


2nd Battery
FZ-VZSU1XU

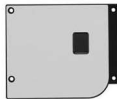


Palm Rest Expansion Area

Fingerprint (MSFT SC-PC) xPAK
FZ-VFP401U



Fingerprint (Active Dir) xPAK
FZ-VFP402W



Contactless Smart Card xPAK
FZ-VNF401U



Rear Expansion Area

VGA + Serial (true) + LAN xPAK
FZ-VCN401U



USB-A + HDMI + Serial (true) xPAK
FZ-VCN402U



USB-A (x2) + HDMI xPAK
FZ-VCN403U



MEMORY & STORAGE

Panasonic Main Storage

	OPAL	FIPS 140-2 Encrypted
512GB CAGED SSD	FZ-VSD400T1U	FZ-VSF400T1M
1TB CAGED SSD	FZ-VSD401T1U	FZ-VSF401T1M
2TB CAGED SSD	FZ-VSD402T1U	FZ-VSF402T1M



Panasonic Memory (RAM)

16GB DDR4-3200MHz	FZ-BAZ2116
32GB DDR4-3200MHz	FZ-BAZ2132



KEYBOARDS

Panasonic Emissive Backlit Keyboard (US)

FZ-VKB55107U



Panasonic Rubber Backlit Keyboard (US)

FZ-VKB40207W



POWER

Panasonic Standard Battery

FZ-VZSU1XU



Panasonic 4-bay Battery Charger

FZ-VCB551M



Panasonic AC Adapter 110W

CF-AA5713A2M



LIND Car Charger 120W

CF-LNDDC120



WIRELESS

Cradlepoint R1900 Router Bundle

(Includes Router, 3 Year NetCloud Mobile Essentials + Advanced Plan)

5G Sub6 & 4G, GPS, Wi-Fi 6, Bluetooth 5.1, Ethernet
CP-UNR1900EA3Y



DESKTOP DOCKS

Panasonic 40 Desktop Dock

FZ-VEB401U

USB-A (3), USB-C (3), HDMI, Serial, LAN (2), Kensington Lock, LED, Power Button

Includes one front USB-C, two video out (HDMI + one USB-C), rear USB-C's are 10Gbps and 1.5A



VEHICLE DOCKS

Gamber-Johnson Vehicle Docks

GJ-40LVC	Cradle (no electronics)
GJ-40LVDL0	Lite Dock (no pass through)
GJ-40LVDL4	Lite Dock (quad pass through)
GJ-40LVDF0	Premium Dock (no pass through)
GJ-40LVDF4	Premium Dock (quad pass through)

Lite Dock: USB-A (3), USB-C (3), Serial, Ethernet (2)

Premium Dock: USB-A (3), USB-C (3), HDMI, Serial, Ethernet (2). HDMI + 1 USB-C can output video.



(Versions w/LIND power supplies are available as well as TrimLine docks — consult your Panasonic representative for details)

Havis Vehicle Docks

HA-40LVC	Cradle (no electronics)
HA-40LVDS0	Lite Dock (no pass through)
HA-40LVDS4	Lite Dock (quad pass through)
HA-40LVDA0	Premium Dock (no pass through)
HA-40LVDA4	Premium Dock (quad pass through)

Lite Dock: USB-A (3), USB-C (3), Serial, Ethernet (2)

Premium Dock: USB-A (3), USB-C (3), HDMI, Serial, Ethernet (2). HDMI + 1 USB-C can output video.



(Versions w/LIND power supplies are available -- consult your Panasonic representative for details)



PRINTERS

Brother RuggedJet 4230BL Printer Bundle

(Includes printer, USB cable & wiring harness)

203dpi, up to 5ips, USB or Bluetooth, IP54, 6' Drop

BR-RJ42BD2Y



Brother PocketJet 763 Printer Bundle

(Includes printer, USB cable & wiring harness)

300dpi, up to 8ppm, USB or Bluetooth

BR-PJ763D1Y14W



STRAPS & CASES

Panasonic Shoulder Strap

(Includes two D-rings)

FZ-VNS401U



ToughMate Carrying Case

TBCCOMUNV-P



ToughMate Backpack

TBCBPK-P



OTHER

Panasonic Stylus Pen

FZ-VNP401U



Panasonic Tether

FZ-VNT005U



Panasonic Blue Cleaning Cloth

CF-VNC002U



Panasonic Screen Protector

FZ-VPF39U



Panasonic Screw Set

FZ-VSW551U



Bag of 14 interchangeable screws (mix of black and silver). Can be used as replacements for keyboard screws, RAM, certain xPAK's which require screws, or as an optional locking screw for the other xPAK's and the main SSD.



PROFESSIONAL SERVICES

If you're a mobile worker in a demanding profession, workdays can be hectic, to say the least. It's often just you and your mobile computer on the front lines, wherever the job takes you. You need to know that you'll always have the tools you need to do your job.

Thousands of organizations choose Panasonic for their employees who work in unforgiving environments. We've been making rock-solid mobile computing products for over 25 years and are constantly pushing rugged computing forward. TOUGHBOOK family of computers boast industry-leading low product-failure rates. So it's no wonder we've become the longest-running rugged computer supplier for the U.S. government, law enforcement, utility, and public safety agencies. But even with the toughest tools, work life can be a bit unpredictable. Make sure your workers can always depend on their TOUGHBOOK devices by augmenting them with Panasonic ProServices — Development, Deployment, and Sustainment services that support and augment your IT and field staffs to speed deployments and improve performance of your Panasonic technology investments.

Our Standard Warranty protects your TOUGHBOOK computers from manufacturing defects for three years and includes overnight shipping costs to and from our Service Center, as well as priority parts exchange program and repair service at no cost. It provides lifetime access to our U.S.-based technical support hotline (which has average hold times less than 1 minute); online access to drivers, first-aid disks, BIOS updates, tools, utilities, and manuals; free overnight delivery of customer replaceable parts and repaired units (85% of repairs are completed within just 48 hours); and access to Panasonic field service personnel.

For those customers who's environmental conditions require a higher level of accidental damage coverage, Panasonic offers our Ultimate Care warranty program. This "No-Fault" warranty coverage means just that — You break it and we fix it.

Panasonic recognizes that one size does not fit all and each customer has a unique set of skills and needs. As such, Panasonic ProServices can offer each customer the right solution to best suit their particular situation. Here are some of the most popular items, but please contact your Panasonic representative or go to the ProServices website for more services and information.

DEPLOYMENT BUNDLES

48 Hr. Burn-in, Imaging, Asset Tagging, Shipping, Deployment Report, Disk Image Management (Image Management not included in Bronze).

• Bronze (One Time)	CF-SVCPDBRZ	• Extended Configuration (15 minutes)	CF-SVCPDADD
• Premier Deployment 3 Year	CF-SVCPDEP3Y	• Customer Portal Access	CF-SVCCUPORT
• Premier Deployment 4 Year	CF-SVCPDEP4Y	• OEM Volume License Conversion	CF-SVCLICCONV
• Premier Deployment 5 Year	CF-SVCPDEP5Y	<i>(Converting the MS Windows OEM license allows the application of a client GOLD image at the National Service Center)</i>	
• Premier Deployment APOS 4th Year	CF-S09SLCY4AP	• Windows Autopilot Registration	CF-SVCPDAPUPLD
• Premier Deployment APOS 4 & 5th Year	CF-S09SLCY5AP	• Windows Autopilot Reg & Maintenance	CF-SVCPDAPUPMNT
• 3 Month Device Storage	CF-SVCPDSSTOR	• Windows Autopilot Provisioning Services	CF-SVCFESAPDEV
• Kitting with Deployment (up to 4 items)	CF-SVCPDKITTING		

APOS: After Point of Sale

BRONZE Package: Includes installation of battery/tether/stylus/supplied asset tags, logo badges (purchased separately), and cases or holders which ship in the TOUGHBOOK OEM packaging. Customer image validation, loading of customer image, application of service updates and engineering changes, inclusion of customer documentation and custom box labels, and application of customer BIOS/CMOS settings and single location ground shipping with deployment reporting.

PREMIER Package: Includes all the above deliverables, as well as post image configuration services (5 minutes). Over packing for small shipments, expedited deployment, 48 hour burn in, multiple ship to locations, multiple shipping dates, disk image management for the term of the services with multiple image retention and customer portal access. The Panasonic Customer Portal allows for online access to create RMAs and check entitlement status and repair history.

na.panasonic.com/TOUGHBOOK40 | 1-888-245-6344

TOUGHBOOK 40 Mk1
Please refer to the website for full product details.

MOBILITY SOLUTIONS



BIOS CUSTOMIZATION

BIOS settings can be customized to show client logo on bootup or configured to restrict access, enable or disable audio or wireless capabilities as well as restricting media components such as card readers, secure digital flash, fingerprint readers, Bluetooth etc. There is a minimum of 50 units for the BIOS configuration service.

- BIOS Custom Splash Screen and/or Configuration CF-SVCBIOS1

ULTIMATE CARE PROGRAM

This coverage provides truly comprehensive coverage for out of warranty repairs. That's right, no cap and no out of warranty billing for accidental damage for the term of coverage. Even items like intentional damage, fire, flood, hurricane, tornado, loss and theft (reported) are covered up to 2% of the deployment.

- | | | | |
|-----------------------------|-----------------|----------------------------------|------------------|
| • 3 Year | CF-SVCLTUCNF3YR | • APOS 4th Year | CF-SVCLTUCAPOSY4 |
| • 4 Year | CF-SVCLTUCNF4Y | • APOS 5th Year | CF-SVCLTUCAPOSY5 |
| • 5 Year | CF-SVCLTUCNF5Y | • APOS 4 & 5th Year | CF-SVCLTUCAPOS2Y |
| • 3 Year (Federal Specific) | CF-SVCLTUCDOD3Y | APOS: After Point of Sale | |
| • 4 Year (Federal Specific) | CF-SVCLTUCDOD4Y | | |
| • 5 Year (Federal Specific) | CF-SVCLTUCDOD5Y | | |

PROTECTION PLUS

Accidental Damage Coverage. Any unit for which the Panasonic "Protection Plus" warranty has been purchased will receive additional coverage for any failure that occurs due to accidental damage.

- | | | | |
|-----------------------------|-----------------|----------------------------------|------------------|
| • 3 Year | CF-SVCLTNF3YR | • APOS 4th Year | CF-SVCLTNFAPOS1Y |
| • 4 Year | CF-SVCLTNF4Y | • APOS 5th Year | CF-SVCLTNFAPOSY5 |
| • 5 Year | CF-SVCLTNF5Y | • APOS 4 & 5th Year | CF-SVCLTNFAPOS2Y |
| • 3 Year (Federal Specific) | CF-SVCLTNFDOD3Y | APOS: After Point of Sale | |
| • 4 Year (Federal Specific) | CF-SVCLTNFDOD4Y | | |
| • 5 Year (Federal Specific) | CF-SVCLTNFDOD5Y | | |

ADVANCED EXCHANGE XPAK PROGRAM

This coverage is included at no cost with the Ultimate Care and Protection Plus warranty programs, or can be purchased separately with the below SKU's. This allows advance replacement of xPAK's in the event there is a failure in the field. Overnight air replacement is paid for by Panasonic, as well as a prepaid return air shipping label for the convenience of our customers.

- | | | | |
|------------------|---------------|----------------------------------|-----------------|
| • 3 Year | CF-SVCLTAEX3Y | • APOS 4th Year | CF-SVCLTAEAPOY4 |
| • 4 Year | CF-SVCLTAEX4Y | • APOS 5th Year | CF-SVCLTAEAPOY5 |
| • 5 Year | CF-SVCLTAEX5Y | • APOS 4th & 5th Year | CF-SVCLTAEAPO2Y |
| • 4th Year | CF-SVCLTAEXY4 | APOS: After Point of Sale | |
| • 5th Year | CF-SVCLTAEXY5 | | |
| • 4th & 5th Year | CF-SVCLTAEX2Y | | |



EXTENDED WARRANTY

If this coverage is purchased, the serial numbered unit is entitled to the extended manufacturer warranty coverage with the exception of the battery for which a separate coverage program is available. The cost of labor, parts, and overnight shipping are included in the price of the Extended Warranty Program.

- | | |
|---------------------|-------------------|
| • 4th Year | CF-SVCLTEXT1Y |
| • 4 & 5th Year | CF-SVCLTEXT2Y |
| • APOS 4th Year | CF-SVCLTEXTAPOS1Y |
| • APOS 5th Year | CF-SVCLTEXTAPOSY5 |
| • APOS 4 & 5th Year | CF-SVCLTEXTAPOS2Y |

APOS: After Point of Sale

SMART BATTERY WARRANTY PROGRAM

Extends the standard 1-year battery warranty up to 5 years and provides Smart Battery Monitoring. The main battery can be replaced when it falls below 50% capacity (per PC Information Viewer) during the coverage term. The Smart Analytics provide in depth insight and facilitates troubleshooting on a proactive basis.

- | | |
|-----------------------|-----------------|
| • Main Battery 3 Year | CF-SVCBATSW3Y |
| • Main Battery 4 Year | CF-SVCBATSW4Y |
| • Main Battery 5 Year | CF-SVCBATSW5Y |
| • Dual Battery 3 Year | CF-SVCBATX2SW3Y |
| • Dual Battery 4 Year | CF-SVCBATX2SW4Y |
| • Dual Battery 5 Year | CF-SVCBATX2SW5Y |

HOT SWAP & HOT SPARE MANAGEMENT SERVICE

Within a **Hot Swap** program, when a device requires service, Panasonic sends the user a fully functional computer from a reserve of customer- owned computers stored at Panasonic's National Service Center. The replacement unit is shipped for next business day delivery whenever a user calls Panasonic Technical Support and determines that the computer needs to be serviced. The user removes the storage drive from the original computer and inserts it into the replacement unit, eliminating the need to transfer files or software. The user keeps the replacement computer and ships the original unit to Panasonic. When the original computer is received by Panasonic, it is repaired, re-imaged and put back into the customer's consigned inventory for future use.

Unlike Hot Swap, when **Hot Spare** is chosen, the original unit sent in for service is returned to the original end user following service and the original spare unit is returned to the customer owned reserve.

- | | |
|--------------------|----------------|
| • Hot Swap 3 Year | CF-SVCLTHS3YR |
| • Hot Swap 4 Year | CF-SVCLTHS4YR |
| • Hot Swap 5 Year | CF-SVCLTHS5YR |
| • Hot Spare 3 Year | CF-SVCLTHSP3YR |
| • Hot Spare 4 Year | CF-SVCLTHSP4YR |
| • Hot Spare 5 Year | CF-SVCLTHSP5YR |



SSD NO RETURN & USER REPLACEMENT

When this coverage is purchased, a customer is not required to send a defective storage drive back to the service center when replaced due to SSD failure.

• 512GB SSD — 3 Year	CF-SVC512SSD3Y
• 512GB SSD — 4 Year	CF-SVC512SSD4Y
• 512GB SSD — 5 Year	CF-SVC512SSD5Y
• 512GB SSD — 3 Year (Federal Specific)	CF-SVC512SSD3YT
• 512GB SSD — 4 Year (Federal Specific)	CF-SVC512SSD4YT
• 512GB SSD — 5 Year (Federal Specific)	CF-SVC512SSD5YT
• 1TB SSD — 3 Year	CF-SVC1TBSSD3Y
• 1TB SSD — 4 Year	CF-SVC1TBSSD4Y
• 1TB SSD — 5 Year	CF-SVC1TBSSD5Y
• 1TB SSD — 3 Year (Federal Specific)	CF-SVC1TBSSD3YT
• 1TB SSD — 4 Year (Federal Specific)	CF-SVC1TBSSD4YT
• 1TB SSD — 5 Year (Federal Specific)	CF-SVC1TBSSD5YT
• 2TB SSD — 3 Year	CF-SVC2TBSSD3Y
• 2TB SSD — 4 Year	CF-SVC2TBSSD4Y
• 2TB SSD — 5 Year	CF-SVC2TBSSD5Y
• 2TB SSD — 3 Year (Federal Specific)	CF-SVC2TBSSD3YT
• 2TB SSD — 4 Year (Federal Specific)	CF-SVC2TBSSD4YT
• 2TB SSD — 5 Year (Federal Specific)	CF-SVC2TBSSD5YT

ENGINEERING SERVICES & PROJECT MANAGEMENT

Engineering services can include services development and all changes through the life of the Panasonic deployment along with ad hoc technical services. The service level is determined at time of purchase.

- Field Engineering Support based on needs analysis CF-SVCFES20/40/60/80/100

PUBLIC SAFETY BUNDLE EXTENSIONS

The following SKU's are available to extend the Public Safety 3 year bundles to year 4 or years 4 and 5. These SKU's must be purchased with the hardware on the same order. If delayed purchase is desired, please utilize the standard APOS SKU's for Premier Deployment, SSD No Return, and ProPlus Warranty.

• 4th Year Add on	CF-SVCPSY4
• 4th & 5th Years Add on	CF-SVCPSY5





TOUGHBOOK 55

- Innovative modular design and user-removable xPAK's offer unparalleled customization
- Unprecedented battery life — up to 38 hours MobileMark 2014 with optional 2nd battery
- MIL-STD-810H and IP53 certified magnesium alloy design with built-in handle
- Backwards compatibility with the previous generation of vehicle and desktop docks
- State of the art technology including infrared webcam with tetra-array microphones and privacy cover

AWARD WINNING MODULAR DESIGN AND ALL-DAY BATTERY LIFE

The Panasonic TOUGHBOOK® 55 breaks new ground offering unrivaled flexibility in even the most demanding and unpredictable environments with its innovative modular expansion packs (xPAK's). I/O, optical drives, authentication readers, and even the new barcode reader xPAK are all user-upgradeable. Backwards compatibility with the previous generation of docks protects customers' investments while saving time and resources. Built with state of the art technology, the TOUGHBOOK 55 offers the latest Intel® 11th Gen quad-core processors, up to 64GB of RAM, up to 2TB of storage, all-day battery life, 4 microphones provide unparalleled speech recognition accuracy, color-selectable backlit keyboard and 92db speakers.

MIL-STD-
810H

IP53

3-FOOT
DROP RATING



TOUGHBOOK 55

SOFTWARE

- Windows® 10 or 11 Pro 64-bit¹
- Panasonic Utilities and Recovery Partition
- Enterprise ready driver packages including CAB files and one-click driver bundles

CERTIFICATIONS & DURABILITY

- MIL-STD-810H: 3' drop, shock, bench handling, vibration, dust, sand, altitude, freeze/thaw, high/low temperature, temperature shock, humidity²
- IP53³
- ASTM D4169-16²
- Spill-resistant keyboard
- Magnesium alloy chassis with handle
- User-removable xPAK's, RAM, keyboard, battery and caged SSD (w/heater)³
- Raised bezel for LCD impact protection
- Replaceable screen protector

CPU

- Intel® Core™ i5-1145G7 processor
– Up to 4.4GHz with Turbo Boost, 8MB cache
- Intel® Core™ i7-1185G7 processor
– Up to 4.8GHz with Turbo Boost, 12MB cache

STORAGE & MEMORY

- User-upgradeable RAM (up to 2 DIMM's)
16-64GB total (DDR4-3200MHz)^{4,5}
- Main SSD: 512GB, 1TB or 2TB quick-release OPAL NVMe with heater⁴
- Optional 2nd SSD: 512GB or 1TB quick-release OPAL SATA with heater⁴

DISPLAY & GRAPHICS

- Display
– 14.0" HD 1366 x 768
– 14.0" FHD 1920 x 1080 capacitive touch (1000 nit)⁶
- IPS with direct bonding
- Anti-reflective (AR) and anti-glare (AR) screen treatments on Touch model
- Graphics
– Intel® UHD Graphics (units with 1 DIMM)
– Intel® Iris® Xe Graphics (units with 2 DIMM)³
- Supports up to 4 displays
- Concealed Mode; Day/Night Mode

AUDIO

- Integrated tetra-array microphone
- Intel® High Definition Audio compliant
- Integrated 92db speakers (top-facing)
- Keyboard volume and mute controls

WEBCAM

- 2MP (1080p) w/privacy cover & tetra-array mic
– Infrared with Windows Hello support

KEYBOARD & INPUT

- Touch model: Stylus pen, stylus holder, tether and cleaning cloth
- Touch model: 4 modes (glove, touch, pen, pen/touch)
- Backlit keyboard icons (Caps lock, Num Lock, Scroll Lock, Storage Drive, SD Card)
- User-removable 82-key emissive keyboard³
– 4 programmable keys (A1-A4)
– Color-selectable backlight with 4 adjustable levels
- Electrostatic touchpad with multi touch

OPTICAL DRIVE

- Optional Blu-ray Drive (xPAK)⁷
- Optional DVD Drive (xPAK)⁷

INTERFACE

- Opt. USB-C Thunderbolt™ 4, 40Gbps 3A (w/PD)⁸
- USB-A x2 (10Gbps 1.5A, 5Gbps 0.9A)
- Optional USB-A 5Gbps⁹
- Optional Fischer® USB (Core Series 5-pin)⁹
- MicroSDXC UHS-I
- HDMI 4K
- Optional VGA⁷
- Ethernet 1Gbps RJ-45
- Optional 2nd Ethernet 1Gbps RJ-45⁹
- Optional Serial (True) D-sub 9-pin⁹
- Audio In/Out 3.5mm
- Dual SIM (Nano-SIM 4FF x1, eSIM x1)

WIRELESS

- Optional 4G EM7511 (up to 600 Mbps)
– 4G (LTE, LTE-A)
– Multi carrier (AT&T, FirstNet, Verizon)
– Satellite GPS & CBRS Band 48 Capable¹⁰
- Optional dedicated GPS (u-blox NEO-M8J)
- Optional dual antenna pass-through
- Intel® Wi-Fi 6 AX201 (up to 2.4 Gbps)
- Bluetooth® v5.1 (Class 1)
- Airplane mode Fn key

POWER

- Li-Ion battery:
– HD model: 19 hours
(38 hours with opt. 2nd battery)^{11,12}
– Touch FHD model: 18 hours
(36 hours with opt. 2nd battery)^{11,12}
– 10.8V, 6500 mAh
- Hot swap with optional 2nd battery¹²
- Battery charging time: 3 hours (each battery)¹¹
- TOUGHBOOK Smart Battery Technology
- AC Adapter: AC 100V-240V worldwide power, auto sensing/switching

SECURITY FEATURES

- Secured-core PC
- TPM v.2.0
- NIST BIOS compliant
- Persistence® technology by Absolute in BIOS¹³
- Kensington cable lock slot
- Encrypted OPAL SSD's
- Optional locking screws for SSD and xPAK's
- Optional fingerprint reader xPAK¹²
– Secured-core PC (363 DPI)
- Optional insertable Smart Card reader xPAK's¹²
- Optional contactless Smart Card Reader xPAK¹²
– 13.56MHz (ISO 14443 A/B, ISO 18092)

DIMENSIONS & WEIGHT

- 10.7"(L) x 13.6"(W) x 1.3"(H)
- 4.6 lbs. (HD model), 4.9 lbs. (Touch model)

WARRANTY

- 3-year limited warranty, parts and labor

INTEGRATED OPTIONS

- 4G EM7511 modem
- Dedicated GPS (u-blox NEO-M8J)
- Dual antenna pass-through
- Main SSD (OPAL)
– 512GBFZ-VSDR55NSW
– 1TBFZ-VSDR55NTW
– 2TBFZ-VSDR55NBW
- Memory Cards
– 16GB DDR4FZ-BAZ2016
– 32GB DDR4FZ-BAZ2032
- Backlit Emissive KeyboardFZ-VKB55107U
- Rear Expansion Area xPAK's
– VGA + Serial + USB-AFZ-VCN551W
– VGA + Serial + LANFZ-VCN552W
– VGA + Serial + Fischer USBFZ-VCN553W
- Right Expansion Area
– Fingerprint Reader xPAKFZ-VFP551W
– Contactless Smart Card xPAKFZ-VNF551W
– Insertable Smart Card xPAKFZ-VSC551W
– 2nd BatteryFZ-VZSU11HU
- Left Expansion Area xPAK's
– Barcode Reader (N6603)FZ-VBR551M
– Blu-ray DriveFZ-VBD551W
– DVD DriveFZ-VDM551W
– Insertable Smart CardFZ-VSC552W
– 512GB 2nd SSD OPALFZ-VSD55151W
– 1TB 2nd SSD OPALFZ-VSD551T1W

Please consult your reseller or Panasonic representative to learn more about the TOUGHBOOK 55 and the wide variety of accessories and services offered.

- Windows 10 (11 DG) SKU's include a free Windows 11 upgrade.
- Tested by national independent third party lab following MIL-STD-810H Method 516.8 Procedure IV for transit drop test and IEC 60529 Sections 13.4, 13.6.2, 14.2.5 and 14.3 for IP.
- Keyboard is user-replaceable, but once removed, the old keyboard must be discarded.
- 1GB = 1,000,000,000 bytes. Total usable memory will be less depending upon actual system configuration.
- Units equipped with two DIMM (memory cards) come with Intel Iris Xe graphics instead of Intel UHD graphics.
- FHD 1000 nit non-touch model is available but requires special order. Please contact a Panasonic representative for details.
- Barcode Reader, Insertable Smart Card CAC Reader, DVD Drive, Blu-ray Drive and 2nd SSD Drive in TOUGHBOOK Universal Bay area are mutually exclusive.
- USC-C port is optional on Windows 10 (11 DG) and Windows 11 models.
- VGA+Serial+USB-A or VGA+Serial+Fischer USB or VGA+Serial+LAN in Rear Expansion Area are mutually exclusive.
- The module firmware and the device antenna system have obtained technical approval by commercial carriers in the US. It is customer's responsibility to assure that the module firmware and the device antenna system are compatible with the customer's Private LTE network using Band 48.
- Battery performance features such as charge time and life span can vary according to the conditions under which the computer and battery are used. Battery operation and recharge times will vary based on many factors, including screen brightness, applications, features, power management, battery conditioning and other customer preferences. Battery testing results from MobileMark 2014 at 150 nit and using no cellular mobile broadband.
- 2nd Battery or Fingerprint Reader or Contactless Smart Card Reader or Insertable Smart Card Reader in Front Expansion area are mutually exclusive.
- Requires software and activation to enable theft protection.





TOUGHBOOK 55—ACCESSORY AND SERVICE GUIDE

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TOUGHBOOK 55 Mk2

MOBILITY SOLUTIONS



EXPANSION PACKS (xPAKs)

TOUGHBOOK Universal Bay Expansion Area

Barcode Reader xPAK
FZ-VBR551M



Insertable SmartCard xPAK
FZ-VSC552W



2nd SSD Drive xPAK
FZ-VSD55152W (512GB OPAL)
FZ-VSD551T2W (1TB OPAL)



DVD Drive xPAK
FZ-VDM551W



Blu-ray Drive xPAK
FZ-VBD551W



Front Expansion Area

Fingerprint Reader xPAK
FZ-VFP551W



Contactless SmartCard xPAK
FZ-VNF551W



Insertable SmartCard xPAK
FZ-VSC551W



Rear Expansion Area

VGA + Serial + USB-A xPAK
FZ-VCN551W



VGA + Serial + LAN xPAK
FZ-VCN552W



VGA + Serial + Fischer USB
FZ-VCN553W



Main Storage

512GB CAGED OPAL SSD FZ-VSDR55N5W
1TB CAGED OPAL SSD FZ-VSDR55NTW

(Not compatible with mk1)



Memory (RAM)

16GB DDR4-3200MHz FZ-BAZ2016
32GB DDR4-3200MHz FZ-BAZ2032

(Not compatible with mk1)



POWER

Panasonic Standard Battery

FZ-VZSU1HU



Panasonic 4-bay Battery Charger

FZ-VCB551M



Panasonic AC Adapter 110W

CF-AA5713A2M



LIND Car Charger 120W

CF-LNDDC120



DESKTOP DOCKS

Panasonic 55 Desktop Dock

FZ-VEB551U

USB-A (4), Serial, Ethernet, HDMI (2), VGA, Kensington lock, power button



Panasonic 54/55 Desktop Dock

CF-VEB541AU

USB-A (4), Serial, Ethernet, HDMI, VGA, Kensington lock, power button



VEHICLE DOCKS

Gamber-Johnson Vehicle Dock

7160-0577-00-P 54/55 dock (no pass through)

7160-0577-02-P 54/55 dock (dual pass through)

7170-0250-P 54/55 dock w/LIND power supply (no pass through)

7170-0251-P 54/55 dock w/LIND power supply (dual pass through)

USB-A (2), Serial, Ethernet, HDMI, VGA, lock (keyed alike)

(Also available are TrimLine docks — consult your Panasonic representative for details)



Havis Vehicle Dock

HA-55LVD0 54/55 dock (no pass through)

HA-55LVD2 54/55 dock (dual pass through)

HA-55LVD0L 54/55 dock w/LIND power supply (no pass through)

HA-55LVD2L 54/55 dock w/LIND power supply (dual pass through)

USB-A (2), Serial, Ethernet, HDMI, VGA, lock (keyed alike)



WIRELESS

Airgain Single LTE & Dedicated GPS Antenna Kit

Threaded Black Mount
AI-2CLSFB



Airgain Dual LTE & WWAN-GPS Antenna Kit

Threaded Black Mount
AI-3MDCBL19



PRINTERS

Brother RuggedJet 4230BL Printer Bundle

(Includes printer, USB cable & wiring harness)

203dpi, up to 5ips, USB or Bluetooth, IP54, 7' Drop
BR-RJ42BD2Y



Brother PocketJet 763 Printer Bundle

(Includes printer, USB cable & wiring harness)

300dpi, up to 8ppm, USB or Bluetooth
BR-PJ763D1Y14W



STRAPS & CASES

ToughMate Carrying Case

TBCCOMUNV-P



ToughMate Backpack

TBCBPK-P



OTHER

Panasonic Stylus Pen

FZ-VNP551U

(Compatible on touchscreen models only)



Panasonic Tether

FZ-VNT005U



Panasonic Blue Cleaning Cloth

CF-VNC002U



Panasonic Screen Protector

CF-VPF29U



Panasonic Screw Set

FZ-VSW551U

Bag of 14 interchangeable screws (mix of black and silver). Can be used as replacements for keyboard screws, RAM, certain xPAK's which require screws, or as an optional locking screw for the other xPAK's and the main SSD.



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TOUGHBOOK 55 Mk2
Please refer to third party accessory catalog or the website for full product details.

MOBILITY SOLUTIONS



PROFESSIONAL SERVICES

If you're a mobile worker in a demanding profession, workdays can be hectic, to say the least. It's often just you and your mobile computer on the front lines, wherever the job takes you. You need to know that you'll always have the tools you need to do your job.

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• Premier Deployment APOS 4th Year	CF-S09SLCY4AP	• OEM Volume License Conversion	CF-SVCLICCONV
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- BIOS Custom Splash Screen and/or Configuration CF-SVCBIOS1

ULTIMATE CARE PROGRAM

This coverage provides truly comprehensive coverage for out of warranty repairs. That's right, no cap and no out of warranty billing for accidental damage for the term of coverage. Even items like intentional damage, fire, flood, hurricane, tornado, loss and theft (reported) are covered up to 2% of the deployment.

- | | | | |
|-----------------------------|-----------------|----------------------------------|------------------|
| • 3 Year | CF-SVCLTUCNF3YR | • APOS 4th Year | CF-SVCLTUCAPOSY4 |
| • 4 Year | CF-SVCLTUCNF4Y | • APOS 5th Year | CF-SVCLTUCAPOSY5 |
| • 5 Year | CF-SVCLTUCNF5Y | • APOS 4 & 5th Year | CF-SVCLTUCAPOS2Y |
| • 3 Year (Federal Specific) | CF-SVCLTUCDOD3Y | APOS: After Point of Sale | |
| • 4 Year (Federal Specific) | CF-SVCLTUCDOD4Y | | |
| • 5 Year (Federal Specific) | CF-SVCLTUCDOD5Y | | |

PROTECTION PLUS

Accidental Damage Coverage. Any unit for which the Panasonic "Protection Plus" warranty has been purchased will receive additional coverage for any failure that occurs due to accidental damage.

- | | | | |
|-----------------------------|-----------------|----------------------------------|------------------|
| • 3 Year | CF-SVCLTNF3YR | • APOS 4th Year | CF-SVCLTNFAPOS1Y |
| • 4 Year | CF-SVCLTNF4Y | • APOS 5th Year | CF-SVCLTNFAPOSY5 |
| • 5 Year | CF-SVCLTNF5Y | • APOS 4 & 5th Year | CF-SVCLTNFAPOS2Y |
| • 3 Year (Federal Specific) | CF-SVCLTNFDOD3Y | APOS: After Point of Sale | |
| • 4 Year (Federal Specific) | CF-SVCLTNFDOD4Y | | |
| • 5 Year (Federal Specific) | CF-SVCLTNFDOD5Y | | |

ADVANCED EXCHANGE XPAK PROGRAM

This coverage is included at no cost with the Ultimate Care and Protection Plus warranty programs, or can be purchased separately with the below SKU's. This allows advance replacement of xPAK's in the event there is a failure in the field. Overnight air replacement is paid for by Panasonic, as well as a prepaid return air shipping label for the convenience of our customers.

- | | | | |
|------------------|---------------|----------------------------------|-----------------|
| • 3 Year | CF-SVCLTAEX3Y | • APOS 4th Year | CF-SVCLTAEAPOY4 |
| • 4 Year | CF-SVCLTAEX4Y | • APOS 5th Year | CF-SVCLTAEAPOY5 |
| • 5 Year | CF-SVCLTAEX5Y | • APOS 4th & 5th Year | CF-SVCLTAEAPO2Y |
| • 4th Year | CF-SVCLTAEXY4 | APOS: After Point of Sale | |
| • 5th Year | CF-SVCLTAEXY5 | | |
| • 4th & 5th Year | CF-SVCLTAEX2Y | | |



EXTENDED WARRANTY

If this coverage is purchased, the serial numbered unit is entitled to the extended manufacturer warranty coverage with the exception of the battery for which a separate coverage program is available. The cost of labor, parts, and overnight shipping are included in the price of the Extended Warranty Program.

- | | |
|---------------------|-------------------|
| • 4th Year | CF-SVCLTEXT1Y |
| • 4 & 5th Year | CF-SVCLTEXT2Y |
| • APOS 4th Year | CF-SVCLTEXTAPOS1Y |
| • APOS 5th Year | CF-SVCLTEXTAPOSY5 |
| • APOS 4 & 5th Year | CF-SVCLTEXTAPOS2Y |

APOS: After Point of Sale

SMART BATTERY WARRANTY PROGRAM

Extends the standard 1-year battery warranty up to 5 years and provides Smart Battery Monitoring. The main battery can be replaced when it falls below 50% capacity (per PC Information Viewer) during the coverage term. The Smart Analytics provide in depth insight and facilitates troubleshooting on a proactive basis.

- | | |
|-----------------------|-----------------|
| • Main Battery 3 Year | CF-SVCBATSW3Y |
| • Main Battery 4 Year | CF-SVCBATSW4Y |
| • Main Battery 5 Year | CF-SVCBATSW5Y |
| • Dual Battery 3 Year | CF-SVCBATX2SW3Y |
| • Dual Battery 4 Year | CF-SVCBATX2SW4Y |
| • Dual Battery 5 Year | CF-SVCBATX2SW5Y |

HOT SWAP & HOT SPARE MANAGEMENT SERVICE

Within a **Hot Swap** program, when a device requires service, Panasonic sends the user a fully functional computer from a reserve of customer- owned computers stored at Panasonic's National Service Center. The replacement unit is shipped for next business day delivery whenever a user calls Panasonic Technical Support and determines that the computer needs to be serviced. The user removes the storage drive from the original computer and inserts it into the replacement unit, eliminating the need to transfer files or software. The user keeps the replacement computer and ships the original unit to Panasonic. When the original computer is received by Panasonic, it is repaired, re-imaged and put back into the customer's consigned inventory for future use.

Unlike Hot Swap, when **Hot Spare** is chosen, the original unit sent in for service is returned to the original end user following service and the original spare unit is returned to the customer owned reserve.

- | | |
|--------------------|----------------|
| • Hot Swap 3 Year | CF-SVCLTHS3YR |
| • Hot Swap 4 Year | CF-SVCLTHS4YR |
| • Hot Swap 5 Year | CF-SVCLTHS5YR |
| • Hot Spare 3 Year | CF-SVCLTHSP3YR |
| • Hot Spare 4 Year | CF-SVCLTHSP4YR |
| • Hot Spare 5 Year | CF-SVCLTHSP5YR |



SSD NO RETURN & USER REPLACEMENT

When this coverage is purchased, a customer is not required to send a defective storage drive back to the service center when replaced due to SSD failure.

• 512GB SSD — 3 Year	CF-SVC512SSD3Y
• 512GB SSD — 4 Year	CF-SVC512SSD4Y
• 512GB SSD — 5 Year	CF-SVC512SSD5Y
• 512GB SSD — 3 Year (Federal Specific)	CF-SVC512SSD3YT
• 512GB SSD — 4 Year (Federal Specific)	CF-SVC512SSD4YT
• 512GB SSD — 5 Year (Federal Specific)	CF-SVC512SSD5YT
• 1TB SSD — 3 Year	CF-SVC1TBSSD3Y
• 1TB SSD — 4 Year	CF-SVC1TBSSD4Y
• 1TB SSD — 5 Year	CF-SVC1TBSSD5Y
• 1TB SSD — 3 Year (Federal Specific)	CF-SVC1TBSSD3YT
• 1TB SSD — 4 Year (Federal Specific)	CF-SVC1TBSSD4YT
• 1TB SSD — 5 Year (Federal Specific)	CF-SVC1TBSSD5YT
• 2TB SSD — 3 Year	CF-SVC2TBSSD3Y
• 2TB SSD — 4 Year	CF-SVC2TBSSD4Y
• 2TB SSD — 5 Year	CF-SVC2TBSSD5Y
• 2TB SSD — 3 Year (Federal Specific)	CF-SVC2TBSSD3YT
• 2TB SSD — 4 Year (Federal Specific)	CF-SVC2TBSSD4YT
• 2TB SSD — 5 Year (Federal Specific)	CF-SVC2TBSSD5YT

LIFECYCLE SERVICES & PROJECT MANAGEMENT

Engineering services can include services development and all changes through the life of the Panasonic deployment along with ad hoc technical services. The service level is determined at time of purchase.

- Field Engineering Support based on needs analysis | CF-SVCFES20/40/60/80/100

PUBLIC SAFETY BUNDLE EXTENSIONS

The following SKU's are available to extend the Public Safety 3 year bundles to year 4 or years 4 and 5. These SKU's must be purchased with the hardware on the same order. If delayed purchase is desired, please utilize the standard APOS SKU's for Premier Deployment, SSD No Return, and ProPlus Warranty.

• 4th Year Add on	CF-SVCPSY4
• 4th & 5th Years Add on	CF-SVCPSY5



TOUGHBOOK 33



Keyboard
Optional

- First fully rugged product with a 3:2 screen for easier handling and better viewing of business applications
- Generation of vehicle dock backwards compatibility¹
- Infrared webcam and Windows Hello enables biometric user authentication
- Optional quick-release SSD includes insertable Smart Card and long life batteries
- Twin battery design enables hot-swap battery replacement for continuous use

12" TABLET EASILY CONVERTS TO A LAPTOP WITH OPTIONAL KEYBOARD.

The Panasonic TOUGHBOOK® 33 offers unparalleled flexibility in even the most demanding and extreme environments and is the world's first fully rugged 2-in-1 PC with a 3:2 screen. Inspired by the increasing demands of mobile professionals, the TOUGHBOOK 33 delivers rugged mobility in a highly customizable package that also includes a generation of backward compatibility¹. Available innovative vehicle dock adapter allows drop-in placement onto any of Panasonic's large installed base of TOUGHBOOK 31 vehicle docks, offering investment protection while saving time and resources. A wide range of integrated options such as serial port, barcode, fingerprint, insertable and contactless Smart Card readers assure TOUGHBOOK 33 can be customized to meet the unique needs of a diverse customer base.

MIL-STD-
810G

MIL-STD-
461F

IP65

C1D2
HAZ LOC

5-FOOT
DROP RATING
(Tablet only)



TOUGHBOOK 33

SOFTWARE

- Windows® 10 or 11 Pro 64-bit¹
- Panasonic Utilities and Recovery Partition
- Enterprise ready driver packages including CAB files and one-click driver bundles

CERTIFICATIONS & DURABILITY

- MIL-STD-810G: 4' drop (5' tablet only) shock, bench handling, vibration, rain, dust, sand, altitude, freeze/thaw, high/low temperature, temperature shock, solar radiation, contamination by fluids, humidity, explosive atmosphere³
- MIL-STD-461F³
- IP65³
- Optional C1D2 (class 1 div 2) groups ABCD
- Magnesium alloy chassis encased with ABS and elastomer edges
- Handle/kickstand (on opt. Premium Keyboard)
- SSD heater, removable SSD⁴ or optional quick-release caged SSD^{5,6}
- Removable battery
- Raised bezel for LCD impact protection
- Reinforced locking port covers
- Replaceable screen protector

CPU

- Intel® Core™ i5-10310U vPro® processor – 1.7GHz with Turbo Boost up to 4.4GHz, 6MB cache
- Intel® Core™ i7-10810U vPro® processor – 1.1GHz with Turbo Boost up to 4.9GHz, 12MB cache

STORAGE & MEMORY

- Factory installed 16GB or 32GB RAM (DDR4-2666MHz)⁷
- 512GB or 1TB removable OPAL NVMe SSD with heater^{4,7}
- Optional quick-release SSD (comes w/Insertable Smart Card reader and long life batteries)^{5,6}

DISPLAY & GRAPHICS

- Display
 - 12.0" 3:2 QHD 2160 x 1440
 - Capacitive gloved touch + digitizer
 - 2-1200 nit
- Direct Bonding
- Anti-reflective (AR) screen treatment
- Graphics
 - Intel® UHD Graphics
- Supports up to 4 displays
- Concealed Mode; Day/Night Mode

AUDIO

- Integrated dual array microphone
- Intel® High Definition Audio compliant
- Integrated 92db speakers (front-facing)
- On-screen and button volume and mute controls

CAMERAS

- 2MP (1080p) webcam w/privacy cover & dual array mic – Infrared with Windows Hello support
- 8MP rear camera with autofocus and triple LED flash

KEYBOARD & INPUT

- IP55 2 button digitizer pen (right click & erase), stylus holder, tether and cleaning cloth
- 5 modes (rain, glove, touch, pen, pen/touch)
- 7 tablet buttons (5 programmable including A1/A2 buttons)
- On-screen QWERTY keyboard
- Optional 87-key emissive keyboards (Lite, Premium) and rubber keyboard (Premium):⁹
 - Backlit (emissive:red, rubber:white) with 4 adjustable levels
- Gen1 resistive touchpad with multi touch

INTERFACE & EXPANSION

- On the tablet:
 - USB-C 10Gbps (w/PD)
 - USB-A 5Gbps (1.5A)
 - Optional USB-A 0.5Gbps⁹
 - HDMI
 - Ethernet 1Gbps RJ-45
 - Optional Serial (True) D-sub 9-pin⁹
 - Audio In/Out 3.5mm
 - Dual SIM (Nano-SIM 4FF x1, eSIM x1)
- On the optional Premium Keyboard:
 - Docking Connector 25-pin
 - USB-A x3 (5Gbps x2, 0.5Gbps x1)
 - SDXC UHS-II
 - HDMI
 - VGA D-sub 15-pin
 - Ethernet 1Gbps RJ-45
 - Serial (USB) D-sub 9-pin

WIRELESS

- Optional 4G EM7511 (up to 600 Mbps)
 - 4G (LTE, LTE-A)
 - Multi carrier (AT&T, FirstNet, Verizon)
 - Satellite GPS & CBRS Band 48 Capable¹⁰
- Optional dedicated GPS (u-blox NEO-M8J)
- Dual antenna pass-through
- Intel® Wi-Fi 6 AX201 (up to 2.4 Gbps)
- Bluetooth® v5.1 (Class 1)

POWER

- Li-Ion batteries x2:
 - 10 hours (20 w/opt. long life batteries)¹²
 - Each standard battery: 11.1V, 1990mAh
 - Each long life battery: 10.8V, 4120mAh¹³
- Battery charging time: 3 hours (with in parallel charging technology)¹²
- AC Adapter: AC 100V-240V worldwide power, auto-sensing/switching

SECURITY FEATURES

- Intel® Hardware Shield
- Secured-core PC
- TPM v2.0
- NIST BIOS compliant
- Persistence® technology by Absolute in BIOS¹¹
- Kensington cable lock slots x2 (on tablet and optional Premium Keyboard)
- Encrypted OPAL SSD's
- Optional fingerprint reader⁶
 - Secured-core PC (363 DPI)
- Optional insertable Smart Card reader⁶
- Optional contactless Smart Card reader 13.56MHz (ISO 14443 A/B, ISO 18092)⁶

DIMENSIONS & WEIGHT

- 12.1" x 9.6" x 0.9" (12.3" x 11.4" x 1.8" with optional Premium Keyboard)¹⁴
- 3.4 lbs. (6.1 lbs. with optional Premium Keyboard)¹⁵

WARRANTY

- 3-year limited warranty, parts and labor

INTEGRATED OPTIONS

- 4G EM7511 modem
- Dedicated GPS (u-blox NEO-M8J)
- Choice of 1D/2D capable barcode reader (N6603), serial (true), or second USB-A port
- Choice of insertable Smart Card, contactless Smart Card, fingerprint reader or quick-release SSD (comes with insertable Smart Card and long life batteries)
- Optional emissive or rubber keyboards

Please consult your reseller or Panasonic representative to learn more about the TOUGHBOOK 33 and the wide variety of accessories and services offered.

- Requires purchase of 31 Vehicle Dock Adapter (VDA). VDA has been tested and approved to work with Gamber-Johnson 7160-0318 and Havis PAN-111/112 vehicle docks. Do not use with other vehicle docks without consulting first with your Panasonic representative.
- Windows 10 (11 DG) SKU's include a free Windows 11 upgrade
- Tested by national independent third party lab following MIL-STD-810G Method 516.6 Procedure IV for transit drop test and IEC 60529 Sections 13.4, 13.6.2, 14.2.5 and 14.3 for IP. IP rating requires both batteries in tablet.
- Requires training, approval and/or purchase of a SSD no return service sku through Panasonic, otherwise any damage incurred will be out of warranty and not eligible for advance exchange. Please contact a Panasonic representative for program details.
- Optional Quick-release SSD (comes with Insertable Smart Card reader and Long Life Batteries) adds a bump out which increases overall height by 0.6" and weight by 1.3 lbs, prohibits use in convertible mode. Not compatible with 33 Tablet Vehicle Dock or rotating hand strap or shoulder strap.
- Insertable Smart Card, Contactless Smart Card, Fingerprint Readers & optional Quick-release SSD (comes with Insertable Smart Card reader and Long Life Batteries) are mutually exclusive.
- 1GB = 1,000,000,000 bytes. Total usable memory will be less depending upon actual system configuration.
- Fn keys, I/O ports, reverse docking into convertible mode available on Premium Keyboard only. Lite Keyboard opens at 100° angle.
- Barcode, Serial (true) and USB-A 0.5Gbps Port are mutually exclusive.
- The module firmware and the device antenna system have obtained technical approval by commercial carriers in the US. It is customer's responsibility to assure that the module firmware and the device antenna system are compatible with the customer's Private LTE network using Band 48.
- Requires software and activation to enable theft protection.
- Battery performance features such as charge time and life span can vary according to the conditions under which the computer and battery are used. Battery operation and recharge times will vary based on many factors, including screen brightness, applications, features, power management, battery conditioning and other customer preferences. Battery testing results from MobileMark 2014 at 150 nit and using no cellular mobile broadband.
- Long Life Batteries add a bump out which prohibits use in convertible mode. Not compatible with optional Quick-release SSD or with Gamber-Johnson CF-33 Tablet Vehicle Dock when using a rotating hand strap. For units originally ordered with standard batteries, changing to long life batteries requires a hardware retrofit to the unit. Contact the Panasonic National Service Center for information and evaluation.
- Tablet with Lite Keyboard is 12.1" (L) x 9.6" (W) x 1.5" (H). Optional Long Life Batteries adds 0.4" (H). Optional Quick-release SSD (comes with Insertable Smart Card reader and Long Life Batteries) adds 0.6" (H).
- Tablet with Lite Keyboard is 4.8 lbs. Optional Long Life Batteries adds 0.8 lbs. Optional Quick-release SSD (comes with Insertable Smart Card reader and Long Life Batteries) adds 1.3 lbs.





TOUGHBOOK 33—ACCESSORY AND SERVICE GUIDE

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TOUGHBOOK 33 Mk2

MOBILITY SOLUTIONS



POWER

Panasonic Standard Lightweight Battery

CF-VZSU1AW



Panasonic Long Life Battery

CF-VZSU1BW

(Not compatible with tablets originally configured with a standard battery)



Panasonic 4-bay Battery Charger

CF-VCB331M

(Compatible with both standard & long life batteries)



Panasonic AC Adapter 100W

CF-AA5713A2M



LIND Car Charger Mounting Bracket

CF-LNDBRK120



LIND Car Charger 120W

CF-LNDDC120

(Requires CF-LNDBRK120 for vehicle dock mounting)



KEYBOARDS

Panasonic Premium Keyboard

Red backlit with 4 adjustable levels, touchpad, kickstand/handle

CF-VEK333LMP

USB 3.0 (2), USB 2.0, Serial, Ethernet, HDMI, VGA, SDXC, release lever & lock, Kensington lock

(Forward or Reverse-dockable to Convertible Mode. Compatible with Tablet, 33 Laptop Vehicle Dock, and 33 Desktop Dock)



Panasonic Lite Keyboard

Red backlit with 4 adjustable levels, kickstand, opens to 100°

CF-VKB331M

(Forward-dockable only to Convertible Mode. Compatible with Tablet and 31 Vehicle Dock Adapter)



iKey USB Rubber Keyboard NEMA 4X

Red Backlit, touchpad, mounting holes

SL-86-911-TP-USB-P



WIRELESS

AntennaPlus Dual LTE & GPS Antenna Kit

Threaded Black Mount

AI-3MDCBL19



AntennaPlus Dual LTE & GPS Antenna Kit

Threaded White Mount

AI-3MDCWH19



VEHICLE DOCKS

Panasonic Bundle 31 Vehicle Dock Adapter (VDA) & Lite Keyboard

CF-VVK332M single pass

CF-VVK331M dual pass

USB 2.0, key lock, tablet secure lock

(VDA fits in any Gamber-Johnson/Havis 31 Vehicle Dock)



Gamber-Johnson Laptop 2-in-1 Vehicle Dock

GJ-33-LVD0 vehicle dock (no pass through)

GJ-33-LVD2 vehicle dock (dual pass through)

GJ-33TLVD0 vehicle dock TrimLine (no pass through)

GJ-33TLVD2 vehicle dock TrimLine (dual pass through)

USB 3.0 (2), USB 2.0 (4), Serial, Ethernet (2), HDMI, VGA, tablet secure lock, lock (keyed alike).

(Requires Premium Keyboard)



Gamber-Johnson Tablet Vehicle Dock (Lite)

GJ-33-TVD0-L vehicle dock (no pass through)

GJ-33-TVD2-L vehicle dock (dual pass through)

USB 3.0 (2), USB 2.0 (4), Serial, Ethernet (2), tablet secure lock, lock (keyed alike)

(Not compatible when tablet is equipped with quick-release SSD or long life batteries with rotating hand strap)



Havis Laptop 2-in-1 Vehicle Dock

HA-33LDS0 vehicle dock (no pass through)

HA-33LDS2 vehicle dock (dual pass through)

USB 3.0 (2), USB 2.0 (4), Serial, Ethernet (2), HDMI, VGA, tablet secure lock, lock (keyed alike)

(Requires Premium Keyboard)



Havis Tablet Vehicle Dock (Lite)

H-33-TVD0-L vehicle dock (no pass through)

H-33-TVD2-L vehicle dock (dual pass through)

USB 3.0 (2), USB 2.0 (4), Serial, Ethernet (2), lock (keyed alike)

(Not compatible when tablet is equipped with quick-release SSD)



Havis Tablet Vehicle Dock (Premium)

H-33-TVD0 vehicle dock (no pass through)

H-33-TVD2 vehicle dock (dual pass through)

USB 3.0 (2), USB 2.0 (4), Serial, Ethernet (2), HDMI, VGA, lock (keyed alike)

(Not compatible when tablet is equipped with quick-release SSD)



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TOUGHBOOK 33 Mk2

Please refer to third party accessory catalog or the website for full product details.

MOBILITY SOLUTIONS



DESKTOP DOCKS

Panasonic Laptop Desktop Dock

CF-VEB331U

USB 3.0 (2), USB 2.0 (4), Serial, Ethernet (2), HDMI, VGA, release lever, Kensington lock, power button
(Requires Premium Keyboard)



Panasonic Tablet Desktop Cradle

CF-VEB332M

USB 3.0 (2), USB 2.0 (4), Serial, Ethernet, HDMI (2), Kensington lock, power button



PRINTERS

Brother RuggedJet 4230BL Printer Bundle

(Includes printer, USB cable & wiring harness)

203dpi, up to 5ips, USB or Bluetooth, IP54, 7' Drop

BR-RJ42BD2Y



Brother PocketJet 763 Printer Bundle

(Includes printer, USB cable & wiring harness)

300dpi, up to 8ppm, USB or Bluetooth

BR-PJ763D1Y14W



STRAPS & CASES*

Panasonic Rotating Hand Strap (with stylus holder & kickstand)

CF-VST332U

(Not compatible with any tablet dock that has a tablet with a quick-release SSD or with Gamber-Johnson Tablet Vehicle Dock when tablet is equipped with long life batteries)



(tablet sold separately)

Panasonic Carry Strap

CF-VST331U



(tablet sold separately)

Panasonic Shoulder Strap

CF-VNS331U



(tablet sold separately)

ToughMate Mobility Bundle (with handle & shoulder strap)

TBC33MBBDL-P

(Not compatible with keyboards)



(tablet sold separately)

ToughMate Rotating Hand Strap (with shoulder strap)

TBC33HDSTP-P

(Not compatible with Gamber-Johnson Tablet Vehicle Dock when tablet is equipped with long life batteries)



(tablet sold separately)

ToughMate Backpack

TBCBPK-P



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TOUGHBOOK 33 Mk2

*Some straps are mutually exclusive with certain configurations and docks of the TOUGHBOOK 33. Please consult your Panasonic representative for details. Please refer to third party accessory catalog or the website for full product details.

MOBILITY SOLUTIONS



OTHER

Panasonic IP55 Digitizer Pen

Featuring 2 buttons (right-click & erase)

CF-VNP332U

(compatible only with mk2)



Panasonic Tether

CF-VNT002U



Panasonic Blue Cleaning Cloth

CF-VNC002U

(Minimum order size 50 units)



Panasonic 12.0" Screen Protector

CF-VPF34U



PROFESSIONAL SERVICES

If you're a mobile worker in a demanding profession, workdays can be hectic, to say the least. It's often just you and your mobile computer on the front lines, wherever the job takes you. You need to know that you'll always have the tools you need to do your job.

Thousands of organizations choose Panasonic for their employees who work in unforgiving environments. We've been making rock-solid mobile computing products for over 20 years and are constantly pushing rugged computing forward. Toughbook family of computers boast industry-leading low product-failure rates. So it's no wonder we've become the longest-running rugged computer supplier for the U.S. government, law enforcement, and public safety agencies. But even with the toughest tools, work life can be a bit unpredictable. Make sure your workers can always depend on their Toughbook devices by augmenting them with Panasonic ProServices— planning, deployment, security, repair, and replacement services that support your IT and field staffs.

Our Standard Warranty protects your Toughbook computers from manufacturing defects for three years and includes a priority parts exchange program and repair service at no cost. It provides lifetime access to our U.S.-based technical support hotline (which has average hold times less than 1 minute); online access to drivers, first-aid disks, BIOS updates, tools, utilities, and manuals; free overnight delivery of customer replaceable parts and repaired units (85% of repairs are completed within just 48 hours); and access to Panasonic field service personnel.

Panasonic recognizes that one size does not fit all and each customer has a unique set of skills and needs. As such, Panasonic ProServices can offer each customer the right solution to best suit their particular situation. Here are some of the most popular items, but please contact your Panasonic representative or go to the ProServices website for more services and information.

DEPLOYMENT BUNDLES

48 Hr. Burn-in, Imaging, Asset Tagging, Shipping, Deployment Report, Disk Image Management (Image Management not included in Bronze).

- Bronze (One Time) CF-SVCPDBRZ
- Premier Deployment 3 Year CF-SVCPDEP3Y
- Premier Deployment 4 Year CF-SVCPDEP4Y
- Premier Deployment 5 Year CF-SVCPDEP5Y
- Premier Deployment APOS 4th Year CF-S09SLCY4AP
- Premier Deployment APOS 4 & 5th Year CF-S09SLCY5AP
- 3 Month Device Storage CF-SVCPDSSSTOR
- Kitting with Deployment (*up to 4 items*) CF-SVCPDKITTING
- Extended Configuration (*15 minutes*) CF-SVCPDADD
- Customer Portal Access CF-SVCCUPORT

APOS: After Point of Sale

BRONZE Package: Includes installation of battery/tether/stylus/supplied asset tags, logo badges (purchased separately), and cases or holders which ship in the Toughpad/Toughbook OEM packaging. Customer image validation, loading of customer image, application of service updates and engineering changes, inclusion of customer documentation and custom box labels, and application of customer BIOS/CMOS settings and single location ground shipping with deployment reporting.

PREMIER Package: Includes all the above deliverables, as well as post image configuration services (5 minutes). Over packing for small shipments, expedited deployment, 48 hour burn in, multiple ship to locations, multiple shipping dates, disk image management for the term of the services with multiple image retention and customer portal access. The Panasonic Customer Portal allows for online access to create RMAs and check entitlement status and repair history.



PROTECTION PLUS

Accidental Damage Coverage. Any unit for which the Panasonic "Protection Plus" warranty has been purchased will receive additional coverage for any failure that occurs due to accidental damage. Where required, extended warranties are included. (Limitations apply)

- | | |
|-------------------------------------|------------------|
| • Protection Plus 3 Year | FZ-SVCTPNF3YR |
| • Protection Plus 4 Year | FZ-SVCTPNF4Y |
| • Protection Plus 5 Year | FZ-SVCTPNF5Y |
| • APOS Protection Plus 4th Year | FZ-SVCTPNFAPOSY4 |
| • APOS Protection Plus 5th Year | FZ-SVCTPNFAPOSY5 |
| • APOS Protection Plus 4 & 5th Year | FZ-SVCTPNFAPOS2Y |

APOS: After Point of Sale

EXTENDED WARRANTY

If this coverage is purchased, the serial numbered unit is entitled to the extended manufacturer warranty coverage with the exception of the battery for which a separate coverage program is available. The cost of labor, parts, and shipping are included in the price of the Extended Warranty Program.

- | | |
|-----------------------------------|------------------|
| • Extended Warranty 4th Year | FZ-SVCTPEXT1Y |
| • Extended Warranty 4 & 5th Year | FZ-SVCTPEXT2Y |
| • APOS Ext. Warranty 4th Year | FZ-SVCTPEXTAPOY4 |
| • APOS Ext. Warranty 5th Year | FZ-SVCTPEXTAPOY5 |
| • APOS Ext. Warranty 4 & 5th Year | FZ-SVCTPEXTAPO2Y |

APOS: After Point of Sale

ULTIMATE CARE PROGRAM

This coverage provides truly comprehensive coverage for out of warranty repairs. That's right, no cap and no out of warranty billing for accidental damage for the term of coverage. Even items like intentional damage, fire, flood, hurricane, tornado, loss and theft (reported) are covered up to 2% of the deployment.

- | | |
|------------------------|----------------|
| • Ultimate Care 3 Year | FZ-SVCTPUCNF3Y |
| • Ultimate Care 4 Year | FZ-SVCTPUCNF4Y |
| • Ultimate Care 5 Year | FZ-SVCTPUCNF5Y |

SMART BATTERY WARRANTY PROGRAM

Extends the standard 1-year battery warranty up to 5 years and provides Smart Battery Monitoring. The main battery can be replaced when it falls below 50% capacity (per PC Information Viewer) during the coverage term. The Smart Analytics provide in depth insight and facilitates troubleshooting on a proactive basis.

- | | |
|-----------------------|---------------|
| • Main Battery 3 Year | CF-SVCBATSW3Y |
| • Main Battery 4 Year | CF-SVCBATSW4Y |
| • Main Battery 5 Year | CF-SVCBATSW5Y |

Must purchase two of these for each TOUGHBOOK 33 unit (since each unit has two batteries)



HOT SWAP & HOT SPARE MANAGEMENT SERVICE

Within a **Hot Swap** program, when a device requires service, Panasonic sends the user a fully functional computer from a reserve of customer- owned computers stored at Panasonic's National Service Center. The replacement unit is shipped for next business day delivery whenever a user calls Panasonic Technical Support and determines that the computer needs to be serviced. The user removes the hard drive from the original computer and inserts it into the replacement unit, eliminating the need to transfer files or software. The user keeps the replacement computer and ships the original unit to Panasonic. When the original computer is received by Panasonic, it is repaired, re-imaged and put back into the customer's consigned inventory for future use.

Unlike Hot Swap, when **Hot Spare** is chosen, the original unit sent in for service is returned to the original end user following service and the original spare unit is returned to the customer owned reserve.

- | | |
|--------------------|----------------|
| • Hot Swap 3 Year | FZ-SVCTPHS3YR |
| • Hot Swap 4 Year | FZ-SVCTPHS4YR |
| • Hot Swap 5 Year | FZ-SVCTPHS5YR |
| • Hot Spare 3 Year | FZ-SVCTPHSP3YR |
| • Hot Spare 4 Year | FZ-SVCTPHSP4YR |
| • Hot Spare 5 Year | FZ-SVCTPHSP5YR |

SSD NO RETURN & USER REPLACEMENT

When this coverage is purchased, a customer is not required to send a defective drive back to the service center when replaced due SSD failure. For units, such as the Toughbook 33, requiring technical instruction to remove the SSD, the end user will receive training and documentation supporting SSD removal.

- | | |
|--------------------------------|----------------|
| • 512GB SSD — No Return 3 Year | FZ-SVC512SSD3Y |
| • 512GB SSD — No Return 4 Year | FZ-SVC512SSD4Y |
| • 512GB SSD — No Return 5 Year | FZ-SVC512SSD5Y |
| • 1TB SSD — No Return 3 Year | FZ-SVC1TBSSD3Y |
| • 1TB SSD — No Return 4 Year | FZ-SVC1TBSSD4Y |
| • 1TB SSD — No return 5 Year | FZ-SVC1TBSSD5Y |



BIOS CUSTOMIZATION

BIOS settings can be customized to show client logo on bootup or configured to restrict access, enable or disable audio or wireless capabilities as well as restricting media components such as card readers, secure digital flash, fingerprint readers, Bluetooth etc. There is a minimum of 50 units for the BIOS configuration service.

- BIOS Custom Splash Screen and/or Configuration

CF-SVCBIOS1

LIFECYCLE SERVICES & PROJECT MANAGEMENT

Engineering services can include services development and all changes through the life of the Panasonic deployment along with ad hoc technical services. The service level is determined at time of purchase.

- Field Engineering Support based on needs analysis
- OEM Volume License Conversion

CF-SVCFES20/40/60/80/100

CF-SVCLICCONV

(Converting the MS Windows OEM license allows the application of a client GOLD image at the National Service Center)

PUBLIC SAFETY BUNDLE EXTENSIONS

The following SKU's are available to extend the Public Safety 3 year bundles to year 4 or years 4 and 5. These SKU's must be purchased with the hardware on the same order. If delayed purchase is desired, please utilize the standard APOS SKU's for Premier Deployment, SSD No Return, and ProPlus Warranty.

- 4th year Public Safety Service Bundle Add on *(Year 4 only)*
- 4th and 5th years Public Safety Service Bundle Add on *(Year 4 & 5 only)*

CF-SVCPSY4

CF-SVCPSY5





TOUGHBOOK A3

- TOUGHBOOK A3's eco-system of software, services and partners powered by productivity+
- Optional 1D/2D barcode reader, Insertable SmartCard or 2nd USB Type-A
- Five user-defined buttons from maximum user functionality
- Dual hot swap battery design
- Certified to latest MIL-STD-810H standards
- FirstNet Ready™ and supports Band 14 connectivity
- 3 Year limited warranty, parts and labor

MIL-STD-810H

IP65

6-FOOT
DROP RATING

OUR MOST POWERFUL ANDROID TABLET OFFERING YET. FEATURING LONG-LIFE SUPPORT FOR MISSION-CRITICAL ENTERPRISE APPLICATIONS.

The Panasonic TOUGHBOOK A3 is a rugged Android™ 10.1" tablet that is the latest addition to our rugged lineup. The TOUGHBOOK A3 has a powerful octa-core processor, supports 4G LTE and FirstNet® connectivity and an insertable stylus. The tablet has the flexibility to be used in all markets including warehousing, logistics and transportation. Equipped with an optional integrated barcode reader and insertable smart card reader the TOUGHBOOK A3 is also ideal for enterprise retail and federal markets. The TOUGHBOOK A3 also features a 10.1" outdoor-viewable display with rain and glove touch functionality making this tablet the choice for outdoor workers everywhere. Featuring a 6 foot drop rating and IP65 certification for dust and water resistance the TOUGHBOOK A3 is purpose built to get more out your day.

TOUGHBOOK A3

DURABILITY	- MIL-STD-810H certified¹⁶ - IP65 dust and water resistant 6' drop-resistant and tumble tested (500 tumbles, 3.3ft. 5 rpm)
SOFTWARE	Android 9.0 (Pie)¹⁷
CPU	Qualcomm® SDM660 2.2GHz/1.843GHz Octa-core
STORAGE & MEMORY	- Memory: 4GB (LPDDR4)¹ - Storage eMMC: 64GB¹ - Additional storage available with optional Storage Card: SD (up to 2 GB), SDHC (up to 32 GB), SDXC (up to 64 GB)²
DISPLAY	10.1" WUXGA 1920 x 1200 10-point capacitive multi touch with rain sensing and glove touch modes - Display with direct bonding - Automatic screen rotation - Anti-reflective (AR) screen treatment 500nit typical (800nit max)
AUDIO	- Integrated microphone - Loud Speaker 94dBA
KEYBOARD & INPUT	10-point gloved multi touch 5 user definable buttons - On-screen QWERTY keyboard
SENSORS	Ambient light / Proximity / Digital Compass / Gyro / Acceleration
CAMERAS	8MP rear camera with LED flash 5MP front facing camera
EXPANSION	microSDXC (up to 64 GB)²
INTERFACE	- Docking connector - USB 3.0 Type-C® host³ (OTG, BC1.2) - USB Type-A host - Mini-jack stereo headphone & microphone
WIRELESS	- Qualcomm® WCN3990 IEEE802.11 a/b/g/n/ac/d/h/i/r/k/v/w with MIMO - Optional Sierra Wireless AirPrime® EM7511 – 4G LTE and HSPA+ - Certified with Verizon, AT&T and FirstNet™ - Nano SIM card slot (x2) - Bluetooth® V5.0 Class1 - GPS GPS/GLONASS/Galileo/Beidou/QZSS - Near Field Communication (NFC) – Type A, Type B, FeliCa
POWER SUPPLY ^{4,5,6,7,8,9,10,11}	- Dual standard batteries: Li-Ion 3.8V, 3,200mAh - Dual standard battery operation - Approx. 9 hours based on standard enterprise user profile⁹ - Hot Swap with clock backup - Standard battery charging time: - Power on or off approx. 4 hours⁴ - Available with dual extended life batteries: - Li-Ion 3.8V, 5,580mAh - Dual extended battery operation - Approx. 15.5 hours based on standard enterprise user profile⁹ - Extended battery charging time: - Power on or off approx. 6.5 hours⁴ - USB Type-C® charging capacity sold separately
POWER MANAGEMENT ¹¹	Consumption approx. 32W^{12,13}
SECURITY FEATURES	- ARM® TrustZone® (Built-in) - NFC - Smart Card Reader (optional) - Kensington lock
WARRANTY	3 year limited warranty, parts and labor
DIMENSIONS & WEIGHT ^{14,15}	10.7" x 7.72" x 0.65" (without barcode reader section) - Approx. 1.98 lb. with dual batteries

INTEGRATED OPTIONS

- 4G LTE Band 14 EM7511 multi carrier mobile broadband with satellite GPS
- Choice of 1D/2D barcode reader (SE4750) with LED light, Insertable Smart Card or 2nd USB Type-A. Combinations vary by SKU configuration.

ACCESSORIES

- Single Bay Desktop USB and Ethernet I/O Cradle FZ-VEBA21U
- AC Adapter with AC Cord CF-AA6413AM
- 5-Bay Battery Charger with 100W Power Supply and AC Cord FZ-VCBT131M
- Standard Battery 3,200mAh FZ-VZSUT10U
- Extended Battery 5,580mAh FZ-VZSUT11U
- Rotating Hand Strap (All Configurations) FZ-VSTA31U
- Pen Tether with Stylus Loop CF-VNT002U
- Passive Stylus Pen CF-VNP025U
- Shoulder Strap CF-VNS331U
- Screen Protector Film FZ-VPFA31U

Please consult your reseller or Panasonic representative before purchasing. Specifications given herein may be changed at any time without prior notice.

¹ 1 MB = 1,048,576 bytes, 1 GB = 1,073,741,824 bytes

² Operation has been tested and confirmed using the following Panasonic brand memory cards: SD (up to 2 GB), SDHC (up to 32 GB), SDXC (up to 64 GB). Compatibility with other SD devices is not guaranteed.

³ Does not guarantee operation of all USB-compatible peripherals. USB Type-C® will charge the device if the input source is 1000mA or higher. If the source is less than 1000mA the device will not charge both batteries.

⁴ 25°C (77°F) environment. Temperature range for charging: 10°C to 35°C (50°F to 95°F) Humidity: 30% to 80% relative humidity.

⁵ The AC adaptor is designed for use with power sources that supply up to 240 V AC.

⁶ Actual performance varies depending on usage conditions, connected peripherals, etc. Typically, operating time is reduced in colder environments.

⁷ Talk time may vary depending on the condition of the mobile network.

⁸ As defined by the JEITA Specification, Working Mode B. (Two times reading in every 10 seconds)

⁹ Enterprise user profile: Measured with LCD brightness: 150 cd/m², Web browsing every 20 seconds through WLAN. Battery life varies depending on the usage conditions or when an optional device is attached.

¹⁰ Charging with optional cradle. Varies depending on usage conditions.

¹¹ Hot swap activation is automatic when one battery is removed at a time as long as battery percentage indicator is above 30%. If the battery percentage indicator is below 30% then on screen instructions will require the user to turn off the screen first to maintain hot swap mode. Hot swap mode is deactivated when the battery percentage indicator is at 15%.

¹² When the battery is fully charged (or not being charged) and the unit is off.

¹³ Powered with optional cradle. Rated power consumption.

¹⁴ Actual size may vary by unit configuration.

¹⁵ Average weight. Actual weight may vary by unit configuration.

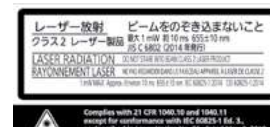
¹⁶ Do not expose the skin to this product when using the product in a hot or cold environment. When using the product in hot or cold environments, some peripherals may not perform properly. Confirm the recommended operation environment of the peripherals. Using the product continuously hot environments will shorten the product life. Avoid continuous use in these types of environments. When using the product in cold environments, the product may take longer to start up and battery operation time may be reduced. Even when using the product within the temperature and humidity ranges listed here, using the product continuously in extreme environments will result in product deterioration and will shorten the life of the product.

¹⁷ Product functionality cannot be guaranteed if the operating system is modified or replaced by the user or a third party.

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TOUGHBOOK A3—SOLUTION GUIDE



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MOBILITY SOLUTIONS



TOUGHBOOK A3

Our most powerful Android tablet offering yet. Featuring long life support for critical enterprise applications.



The Panasonic TOUGHBOOK A3 is a rugged Android™ 10.1" tablet that is the latest addition to our rugged lineup. The TOUGHBOOK A3 has a powerful octa-core processor, supports 4G LTE and FirstNet® connectivity, and an insertable stylus. The tablet has the flexibility to be used in all markets including warehousing, logistics and transportation. Equipped with an optional integrated barcode reader and insertable smart card reader the TOUGHBOOK A3 is also ideal for enterprise retail and federal markets. The TOUGHBOOK A3 also features a 10.1" outdoor-viewable display with rain and glove touch functionality making this tablet the choice for outdoor workers everywhere. Featuring a 5' foot drop rating and IP65 certification for dust and water resistance the TOUGHBOOK A3 is purpose built to get more out your day.

- TOUGHBOOK A3's eco-system of software, services and partners powered by productivity+
- Configurable xPak area with 1D/2D barcode reader, Insertable Smart Card or 2nd USB Type-A
- Five user-defined buttons from maximum user functionality
- Dual hot swap battery design
- Certified to latest MIL-STD-810H standards
- FirstNet Ready™ and supports Band 14 connectivity
- 3-Year limited warranty, parts and labor
- Android™ 9.0 (Pie)
- Qualcomm® SDM660 Octa-Core
- 10.1" WUXGA 1920 x 1200 outdoor-viewable display
- 4 GB RAM and 64 GB flash storage
- Optional multi-carrier 4G LTE data support
- IP65 dust and water resistant



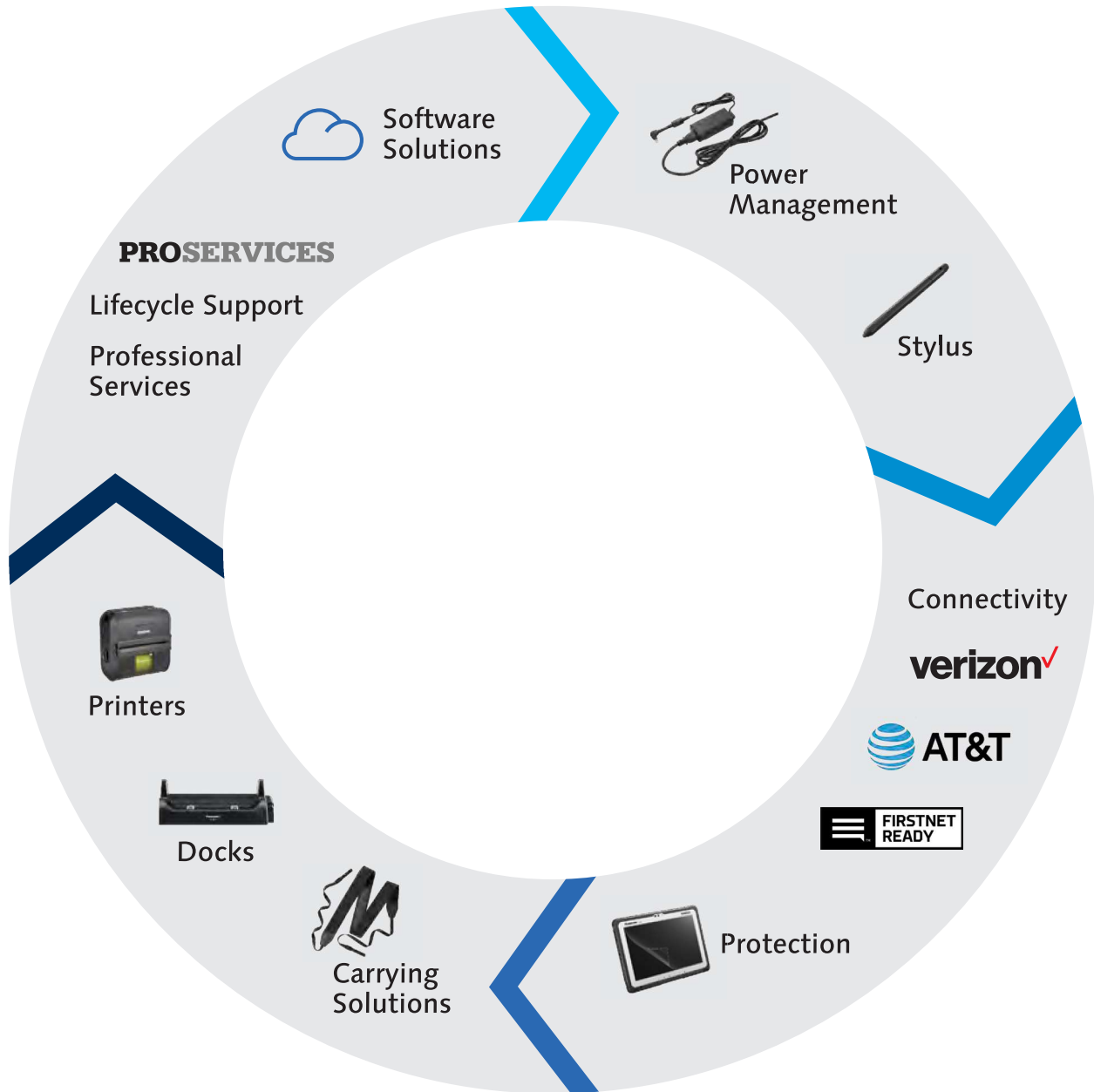
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MOBILITY SOLUTIONS



TOUGHBOOK A3 ECOSYSTEM



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MOBILITY SOLUTIONS



POWER MANAGEMENT SOLUTIONS

Standard Battery Pack

- 3200 mAh
- SKU: FZ-VZSUT10U



Extended Battery Pack

- 5800 mAh
- SKU: FZ-VZSUT11U



5-Bay Battery Charger

- AC Adapter Included
- SKU: FZ-VCBT131M



AC Adapter with AC cord

- SKU: CF-AA6413AM



Single Device Desktop Cradle

- AC Adapter not included
- SKU: FZ-VEBA21U



PRODUCTIVITY SOLUTIONS

Passive Pen

- SKU: CF-VNP025U



Stylus Tether (1pc)

- SKU: CF-VNT002U



Screen Cover Protective Film

- SKU: FZ-VPFA31U



CARRYING SOLUTIONS

Panasonic Rotating Hand

- Strap w/Stand
- SKU: FZ-VSTA31U
(Compatible with all SKU)



Panasonic Shoulder Strap

- SKU: CF-VNS331U
- Compatible with Panasonic Rotating Hand Strap



SOFTWARE AND PROSERVICES

Software:

Panasonic provides a software platform to manage the entire life cycle of TOUGHBOOK Android projects. This includes the development and integration of user applications, rapid deployment of devices through an enrollment and configuration suite, and enterprise level sustainment solutions.

ProServices:

Panasonic offers the ProServices and support needed to power your Android solution at every stage of the customer journey. From consulting and solution to warranty and replacement services, Panasonic keeps your mobile workforce productive and your mobile solution costs low.

Our Standard Warranty protects your TOUGHBOOK A3 from manufacturing defects for three years. It provides lifetime access to our U.S.-based technical support hotline (which has average hold times less than 1 minute), online access to tools and manuals; free overnight delivery of customer-replaceable parts and repaired units (85% of repairs are completed within just 48 hours); and access to Panasonic field service personnel.

Panasonic recognizes that one size does not fit all. Each customer has a unique set of skills and needs. Panasonic ProServices can offer each customer the right solution to best fit their particular situation. Contained in this document are some of the most popular service options. For more information please contact your Panasonic representative or go to the Panasonic ProServices website.

DEVELOPMENT SERVICES

If you're new to Android or an Android veteran, Panasonic's Developmental Engineering services provide end users with a comprehensive technology partner to consult, design, and implement complex solutions to speed deployment, reduce risk, and deliver customized field-ready devices. These services include:

MDM API's: Allows MDM partners to low level system access to Panasonic Android devices. Panasonic provides API's to industry wide MDM vendors which allows low level access to Panasonic Android devices OS versions for third-party MDM partners.

SDK and Intent API's: Allows administrators and developers to control hardware or device and use standard Intent interfaces to configure and manage device settings. Control 100's of Panasonic Android settings with Intent based API's. Take full control of Panasonic hardware like barcode to take complete control of the device experience.

Secure Third-Party App Support (signing): Allows signed applications to execute Android protected and privileged commands. Portal that supports high level (secure) signing of applications that execute privileged commands. Only signed applications can execute high level and privileged commands on Panasonic devices. Panasonic supplies a unique ID to every APP/Vendor.

Enterprise Custom Deployment Consulting Setup: Provides custom engineering developed solutions such as custom scripting, MDM and infrastructure consulting, and other engineering centric deliverables designed to provide guidance in shortening time to market.

Rapid Application Development: If you're new to Android or an Android veteran, Panasonic offers a diverse toolset to help get your user workflows and administrator capabilities moved to Panasonic Android devices. A development platform to rapidly develop, test, deploy and manage your enterprise software on mobile devices and easily supports Windows CE migration.



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MOBILITY SOLUTIONS



ADDITIONAL DEVELOPMENT SERVICES

Voice Picking Application Development: Provides enhancements to traditional pick and pack operations by automating the picking of inventory with easy to use voice prompts.

Zero Touch Deployment Consulting Service: This service provides Panasonic Zero Touch engineering resources to help guide customers through the process of designing and deploying Android hardware via Zero Touch deployment services. This service will include completion of a customer specific Zero Touch web portal for use in configuration of MDM and related systems to leverage Zero Touch.

DEPLOYMENT SERVICES

Managing the complexity of a rapid multi-thousand units deployment requires flexibility, planning, and staging of multiple components prior to shipment. Panasonic provides high volume capabilities to deliver TOUGHBOOK technology right out of the box.

PaRC Tool: Panasonic Rapid Configuration allows device settings to be configured and MDM enrollment to be automated by quickly scanning a barcode. Allows 100's of settings to be configured and deployed via a barcode or pushed from an MDM. Assists in provisioning MDM's during the deployment process by providing a device enrollment barcode.

Android Enterprise: Allows for Android standardized MDM functionality and easy MDM provisioning with QR Code, NFC, or Zero Touch Enrollment. Panasonic's devices are recognized as an Android Enterprise Recommended in the Rugged Device category. Android Enterprise provides standardized provisioning functionality to enroll Panasonic devices into any Android Enterprise MDM.

Standard Deployment at the Panasonic National Service Center in Memphis: Comprehensive customized deployment service which provides high volume rapid delivery of production ready TOUGHBOOKs where they are needed - on time and on budget. This service includes single or dual sim installation, SD card installation (customer provided), installing tether, charging battery, asset tagging, MDM enrollment, and a comprehensive deployment report. Ground shipping to multiple locations is included.

SKUs:

- FZ-SVTCHHDEP
- FZ-SVTCHHDEP200 (over 200 units)
- FZ-SVTCHHDEP500 (over 500 units)
- FZ-SVTCHHDEP1000 (over 1000 units)

Basic Deployment at the Panasonic National Service Center in Memphis: Basic deployment services providing high volume rapid delivery of bulk production ready devices—on time and on budget. This service includes installing one or two sim's, SD card (supplied by customer), tether, charging batteries, asset tagging and basic deployment report and ground shipping to one location.

SKUs:

- FZ-SVTCHHBRZ
- FZ-SVTCHHBRZ200 (over 200 units)
- FZ-SVTCHHBRZ500 (over 500 units)
- FZ-SVTCHHBRZ1000 (over 1000 units)



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ADDITIONAL DEPLOYMENT SERVICES

Kitting: Allows for delivery of accessories or non-Panasonic hardware during project deployment.

SKU: FZ-SVTCHHKIT4

Wireless Activation: Includes wireless SIM card installation and activation during deployment services.

SKU: FZ-SVTCHHWA

Wireless Storage: Staging and storage of devices and accessories in advance of production delivery timeline.

SKU: FZ-SVTCHHSTORAGE

Additional Configuration: Additional custom configuration – up to 15 minutes during deployment.

SKU: FZ-SVTCHHCONFIG

Green Shipping Box: Custom box for bulk deployment of quantities up to 20 units per shipment. This service is designed to reduce the recyclable materials delivered to the end user site.

SKU: FZ-SVTCHHBOX

SUSTAINMENT SERVICES

Panasonic provides mobility hardware with the industry's lowest failure rates, but things happen in rugged environments. Panasonic backs our industry leading hardware with comprehensive all-inclusive warranty offerings and services to keep your mobile fleet in the field and in production.

Panasonic Enterprise Launcher: Creates a secure home screen environment or single purpose Kiosk environment to securely manage the user experience. Panasonic kiosk mode or lock-down tool that locks the user out of changing configurations on the device, disallow app access, create app specific menus and support an "admin mode" to override access so systems administrators can get beyond the locked-down state.

Logging Tool : Allows for logs to be remotely captured and sent to system administrator to troubleshoot end user issues. Troubleshooting applications that allows system administrator to collect events from a device and create timestamped logs. Supports reseller partners that supply technical services and customer IT departments. Logging events can occur in the background and collect continuously without user intervention.

Enterprise Reset Capability: Allows administrators to reset a device to a known good provisioned state set by the system administrators. Allows administrator to reset a device to their company's corporate IT standard. Reset feature removes all user level data from the device so it acts as a newly provisioned device to a known good state.

Barcode Wedge: Allows barcode reader settings to be configured and for barcode data be sent to any application. Barcode scanner management tool that supplies barcode scanning to applications that don't use Panasonic barcode APIs. Configures the scanner for intent calls from applications and acts as barcode scanner demo application.

Hardware Diagnostics Application: Allows for administrators to automate testing for device hardware concerns. Tools to test device user interface inputs—tests for screen, touch, sound, microphones. Reports on their ability to be controlled properly.



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MOBILITY SOLUTIONS



ADDITIONAL SUSTAINMENT SERVICES

OEMConfig: Allows Android Enterprise administrators to manage and configure hundreds device settings. Integrates to the console for MDM's for customers that utilize Android Enterprise to manage 100's of device settings.

FOTA: Firmware Over the Air updates that are configurable to allow administrator to automate or manage. Firmware delivered/managed updates for Panasonic enterprise devices where the customer does not worry about managing updates themselves.

Android Premier OS Program: Provides Enterprise grade Android OS, Maintenance, and security updates on a 45-day basis for up to 5 years after purchase for all Android versions supported on the TOUGHBOOK.

SKUs:

- FZ-VLPABS1YU 12-month renewal of service plan (April - March)
- FZ-VLPABS19U 9-month enrollment in service plan (July 1 - March 31)
- FZ-VLPABS16U 6-month enrollment in service plan (October 1 - March 31)
- FZ-VLPABS13U 3-month enrollment in service plan (January 1 - March 31)

Accidental Damage—Ultimate Value: This coverage provides truly comprehensive coverage for TOUGHBOOK Handheld computers for out of warranty repairs. No cap and no out of warranty billing for accidental damage for the term of the coverage. Even items like intentional damage, fire, natural disasters like flooding, hurricanes, etc., complete loss and theft (reported) are covered up to 2% of total deployment.

SKUs:

- FZ-SVTCHHUC3Y (3 years)
- FZ-SVTCHHUC4Y (4 years)
- FZ-SVTCHHUC5Y (5 years)

Extended Warranty: Extends the same standard warranty coverage on the TOUGHBOOK handheld with the exception of the battery. The cost of labor, parts, and shipping are included in the price of the Extended Warranty Program.

SKUs:

- FZ-SVCHHEXT2Y (4th and 5th years)
- FZ-SVCHHEXT1Y (4th year)
- FZ-SVCHHEXT5Y (5th year)

Smart Battery Warranty: Remove budget requirements while keeping your TOUGHBOOKs in top battery operating condition with this Panasonic proactive Battery replacement warranty.

SKUs:

- FZ-SVCBATSW3Y (3 years)
- FZ-SVCBATSW5Y (5 years)

Advanced Exchange: Advanced exchange at Panasonic National Service Center in Memphis—unit ships via next day air from customer owned inventory for requests received prior to 5:00 EST.

SKUs:

- FZ-SVTCHHAE3Y (3 years)
- FZ-SVTCHHAE4Y (4 years)
- FZ-SVTCHHAE5Y (5 years)

Smart Service (Predictive Analytics): TOUGHBOOK Smart Service delivers real time predictive analytics, proactively reporting device health and smart battery health and activity across the enterprise mobility estate.

SKUs:

- FZ-SVCB2MSSD3Y (3 years)
- FZ-SVCB2MSSD4Y (4 years)
- FZ-SVCB2MSSD5Y (5 years)



ADDITIONAL SUSTAINMENT SERVICES

Smart Device Essentials: Provides insight into the health of a device as it relates to end user experienced issues such as utilization, power events, and system reboots for Android TOUGHBOOKs

SKUs:

- FZ-SVCB2MDE3Y (3 years)
- FZ-SVCB2MDE4Y (4 years)
- FZ-SVCB2MDE5Y (5 years)

Smart Battery Essentials: Provides real time reporting of a TOUGHBOOKs battery health and can be used to manage battery refresh requirements across large device estates.

SKUs:

- FZ-SVCB2MBM3Y (3 years)
- FZ-SVCB2MBM4Y (4 years)
- FZ-SVCB2MBM5Y (5 years)

COMBINATION PACKAGE:

Smart Device Essentials and Smart Battery Essentials

SKUs:

- FZ-SVCB2MBDE3Y (3 years)
- FZ-SVCB2MBDE4Y (4 years)
- FZ-SVCB2MBDE5Y (5 years)

Smart Battery, Smart Device, and Smart Service Software

SKUs:

- FZ-SVCB2MCMB3Y (3 years)
- FZ-SVCB2MCMB4Y (4 years)
- FZ-SVCB2MCMB5Y (5 years)

VuLock Screen Blanking Software: Blanks TOUGHBOOK screens while the device is in motion. Allows for whitelisting of mission critical applications to appear such as CAD and point to point navigation.

SKUs:

- ST-DEPINHHVPD01 VuLock Powered by DriveScreen with Smart Port
- ST-DEPINHHVPD02 VuLock Powered by DriveScreen with Motion Sensor (For forklifts)

MDM (SOTI): SOTI Mobile Device Management

SKUs:

- FZ-HHSOTIBCLM SOTI MobiControl CLOUD license and hosting—Monthly
- FZ-HHSOTIENTSUPM SOTI Enterprise Support—Monthly



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MOBILITY SOLUTIONS





TOUGHBOOK G2

- Innovative modular design with three expansion bay areas including a new quick-release SSD
- Backward compatible with most TOUGHBOOK G1 and 20 docks¹
- Infrared webcam and Windows Hello enables biometric user authentication
- Quick-release SSD expansion with 512GB or 1TB OPAL SSD
- Optional bridge battery enables hot-swap battery replacement for continuous use
- Optional FirstNet Ready™ Band 14 mobile broadband

10" TABLET EASILY CONVERTS TO A LAPTOP WITH OPTIONAL KEYBOARD.

Panasonic has pioneered the TOUGHBOOK G2, a groundbreaking modular product design that has three expansion areas offering 36 different combinations to deliver the ultimate computing experience. The TOUGHBOOK G2 is the evolution of two top-selling TOUGHBOOK products; it features a 2-in-1 design and keeps backward compatibility to most docks¹ making it possible for customers to upgrade technology while reusing existing mounting hardware. With a keyboard option and single 18.5 hour battery, it is aimed at professionals who need a rugged, yet versatile, device they can rely on in a wide range of challenging work environments.

MIL-STD-
810H²

MIL-STD-
461G

IP65

C1D2³
HAZ LOC

TOUGHBOOK®

na.panasonic.com/us/TOUGHBOOKG2 | 1-888-245-6344

TOUGHBOOK G2 Mk1

SPEC SHEET



SOFTWARE

- Windows® 10 Pro 64-bit
- Panasonic Utilities and Recovery Partition
- Enterprise ready driver packages including CAB files and one-click driver bundles

CERTIFICATIONS AND DURABILITY

- Designed to meet MIL-STD-810H²
- MIL-STD-461G
- IP65
- Optional ANSI hazardous location C1D2³ (class 1 div 2) groups ABCD
- Magnesium alloy chassis encased with ABS and elastomer edges
- Built-in dual purpose handle & kickstand (on optional keyboard)
- Solid state drive heater
- Quick-release storage drive
- Removable battery
- Optional rotating hand strap
- Reinforced locking port covers
- Raised bezel for LCD impact protection
- Replaceable screen protector

CPU

- Intel® Core™ i5-10310U vPro™ processor – 1.7GHz with Turbo Boost up to 4.4GHz, 6MB cache
- Intel® Core™ i7-10810U vPro™ processor – 1.1GHz with Turbo Boost up to 4.9GHz, 12MB cache

STORAGE & MEMORY

- Factory installed 16GB or 32GB RAM (DDR4)⁴
- 512GB or 1TB Quick-release OPAL NVMe SSD with heater⁴

DISPLAY

- 10.1" WUXGA 1920 x 1200
 - Capacitive gloved multi touch + digitizer
- Direct bonding
- Anti-reflective (AR) screen treatment
- Intel UHD Graphics
- Supports up to 5 monitors
- Concealed Mode; Day/Night Mode

AUDIO

- Integrated dual array microphone
- Intel® High Definition Audio compliant
- Integrated 88db speakers (front-facing)
- On-screen and button volume and mute controls

CAMERAS

- 1080p webcam w/privacy cover & dual array mic
 - Infrared with Windows Hello support
- 8MP rear camera with autofocus with LED flash
- Optional thermal camera (FLIR Lepton 3.5)⁵

KEYBOARD & INPUT

- IP55 2 button digitizer pen (right click & erase), stylus holder, tether and cleaning cloth
- Supports glove mode and rain mode
- 8 tablet buttons (6 user-definable including A1/A2/A3 buttons)
- On-screen QWERTY keyboard
- Optional emissive keyboard and rubber keyboard:
 - Backlit (color-selectable) with 4 adjustable levels
 - 82-key with dedicated Windows® key
 - Pressure-sensitive touchpad with multi touch

INTERFACE

- On the tablet:
 - USB-C 10Gbps (w/PD)
 - USB-A 5Gbps
 - Optional 2nd USB-A 0.5Gbps⁵
 - 1Gbps Ethernet RJ-45
 - Optional True Serial Dongle D-sub 9-pin⁵
 - Dual SIM (Nano-SIM 4FF x1, eSIM x1)
- On the optional keyboard:
 - Docking Connector 24-pin
 - USB-C 5Gbps
 - USB-A 5Gbps

WIRELESS

- Optional (Band 14 EM7511) 4G LTE-A multi carrier w/satellite GPS
 - AT&T, FirstNet™, Verizon
 - CBRS Band 48 compatible⁶
- Optional dedicated GPS (u-blox NEO M8N)
- Dual high-gain antenna pass-through
- Intel® Wi-Fi 6 AX201
- Bluetooth® v5.1 (Class 1)
- Airplane mode Fn key (on optional keyboard)

SECURITY FEATURES

- Intel® Hardware Shield
- Secured-core PC
- TPM v.2.0
- NIST BIOS compliant
- Persistence® technology by Absolute embedded in BIOS⁷
- Kensington cable lock slots x2 (on tablet and optional keyboard)
- Optional insertable SmartCard CAC reader⁸
- Optional contactless SmartCard CAC reader 13.56MHz (ISO 14443 A/B compliant)⁸

POWER

- Li-Ion battery:
 - 18.5 hours⁹
 - 10.8V, 6300mAh
- Optional bridge battery: 1 minute hot swap time
- Battery charging time: 3 hours
- AC Adapter: AC 100V-240V 50/60Hz, Auto Sensing/Switching worldwide power supply

DIMENSIONS & WEIGHT

- 11.0" x 7.4" x 1.1" (tablet only)¹⁰
- 2.9 lbs. (4.9 lbs. with optional keyboard)

WARRANTY

- 3-year limited warranty, parts and labor

INTEGRATED OPTIONS

- 4G LTE multi carrier with satellite GPS (Band 14 EM7511)
- Dedicated GPS (u-blox NEO-M8N)
- Top Expansion Area: 1D/2D Barcode Reader (N6603), Thermal Camera, 2nd USB-A, 2nd LAN, True Serial Dongle
- Rear Expansion Area: Insertable SmartCard CAC or Contactless SmartCard CAC Reader⁸
- SSD Expansion Area: Choice of 512GB OPAL SSD or 1TB OPAL SSD
- Optional emissive keyboard

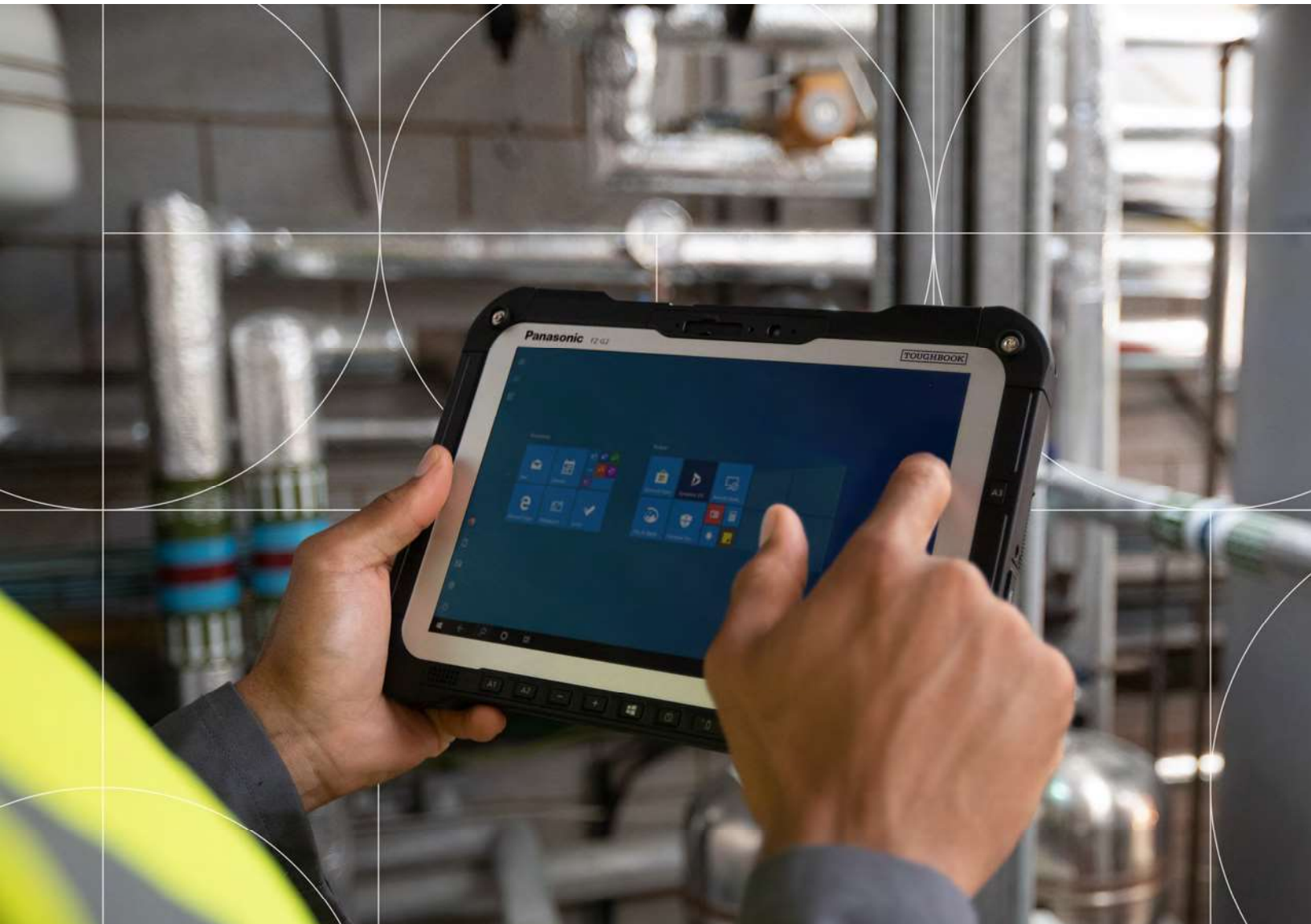
xPAK's

- Top Expansion Area
 - Barcode Reader.....FZ-VBRG211U
 - 2nd USB-A.....FZ-VUBG211U
 - 2nd LAN.....FZ-VLNG211U
 - True Serial Dongle.....FZ-VSRG211U
 - Thermal Camera.....FZ-VTSG211U
- Rear Expansion Area
 - Insertable SmartCard.....FZ-VSCG211U
 - Contactless SmartCard.....FZ-VRFG211U
- SSD Expansion Area
 - 512GB OPAL SSD.....FZ-VSDG25121
 - 1TB OPAL SSD.....FZ-VSDG21T21

Please consult your reseller or Panasonic representative to learn more about the TOUGHBOOK G2 and the wide variety of accessories and services offered.

- 1 Not compatible with vehicle docks 7160-0595-00-P, 7160-0595-02-P, GJ-A2-TVD2-S, GJ-A2-TVC-S, GJ-A2-TVD0-S.
- 2 In process of being tested by national independent third party lab following MIL-STD-810H Method 516.8 Procedure IV for transit drop test.
- 3 In process of being tested.
- 4 1GB = 1,000,000,000 bytes. Total usable memory will be less depending upon actual system configuration.
- 5 Barcode Reader, Thermal Camera, 2nd USB-a, 2nd LAN, True Serial Dongle xPAK's are mutually exclusive.
- 6 The module firmware and the device antenna system have obtained technical approval by commercial carriers in the US. It is customer's responsibility to assure that the module firmware and the device antenna system are compatible with the customer's Private LTE network using Band 48.
- 7 Requires software and activation to enable theft protection.
- 8 Insertable SmartCard CAC Reader and Contactless SmartCard CAC Reader are mutually exclusive
- 9 Battery performance features such as charge time and life span can vary according to the conditions under which the computer and battery are used. Battery operation and recharge times will vary based on many factors, including screen brightness, applications, features, power management, battery conditioning and other customer preferences. Battery testing results from MobileMark 2014 at 150 nit and using no cellular mobile broadband.
- 10 Tablet with keyboard option is 11.3"x9.3"x2.1".





TOUGHBOOK G2—ACCESSORY AND SERVICE GUIDE



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TOUGHBOOK G2 Mk1

MOBILITY SOLUTIONS



EXPANSION PACKS (xPAKs)

Top Expansion Area

Barcode Reader xPAK
FZ-VBRG211U



Thermal Camera xPAK
FZ-VTSG211U



Serial Dongle xPAK
FZ-VSRG211U



2nd USB-A xPAK
FZ-VUBG211U



2nd LAN xPAK
FZ-VLNG211U



Rear Expansion Area

Insertable SmartCard (CAC) xPAK
FZ-VSCG211U



Contactless SmartCard (CAC) xPAK
FZ-VRFG211U



Storage

512GB CAGED OPAL SSD FZ-VSDG25121
1TB CAGED OPAL SSD FZ-VSDG21T21



POWER

Panasonic Standard Battery

FZ-VZSU1VU



Panasonic 4-bay Battery Charger

(Available Fall)

FZ-VCBG21M



Panasonic AC Adapter 100W

CF-AA5713A2M



LIND Car Charger 120W

CF-LNDDC120

(Requires CF-LNDBRK120 for vehicle dock mounting)



KEYBOARDS

Panasonic Keyboard

Color-selectable backlit with 4 adjustable levels, touchpad, kickstand/handle

FZ-VEKG21LM

USB-C, USB-A, release lever & lock, Kensington lock

Compatible with Tablet, 20 Laptop Vehicle Dock, and G2 & 20 Desktop Docks)



iKey USB Rubber Keyboard NEMA 4X

Red Backlit, touchpad, mounting holes

SL-86-911-TP-USB-P



WIRELESS

Airgain Dual LTE & GPS Antenna Kit

Threaded Black Mount

AI-3MDCBL19



Airgain Dual LTE & GPS Antenna Kit

Threaded White Mount

AI-3MDCWH19



VEHICLE DOCKS

Gamber-Johnson Laptop 2-in-1 Vehicle Dock

GJ-20LVD0V2 vehicle dock (no pass through)

GJ-20LVD2V2 vehicle dock (dual pass through)

USB-A (2), Serial, Ethernet, HDMI, VGA, lock (keyed alike).

(Requires keyboard. Some items/features on the dock and computer are not compatible — please consult your Panasonic representative for details.)



Gamber-Johnson Tablet Vehicle Dock

7160-0486-00-P vehicle dock (no pass through) – GJ hole pattern

7160-0486-02-P vehicle dock (dual pass through) – GJ hole pattern

7160-0487-00-P vehicle dock (no pass through) – VESA 75 hole pattern

7160-0487-02-P vehicle dock (dual pass through) – VESA 75 hole pattern

USB-A (2), Serial, Ethernet, HDMI, VGA, lock (keyed alike)

(Some items/features on the dock and computer are not compatible — please consult your Panasonic representative for details.)



Havis Laptop 2-in-1 Vehicle Dock

HA-20LDS0 vehicle dock (no pass through)

HA-20LDS2 vehicle dock (dual pass through)

USB-A (2), Serial, Ethernet, HDMI, VGA, lock (keyed alike)

(Some items/features on the dock and computer are not compatible — please consult your Panasonic representative for details.)



Havis Tablet Vehicle Dock

HA-G1TDS2A vehicle dock (dual pass through)

USB-A (2), Serial, Ethernet, HDMI, VGA, lock (keyed alike)

(Some items/features on the dock and computer are not compatible — please consult your Panasonic representative for details.)



DESKTOP DOCKS

Panasonic Laptop Desktop Dock

CF-VEB201U

USB-A (2), Serial, Ethernet, HDMI, VGA, release lever, Kensington lock, power button
(Requires keyboard and is compatible with TOUGHBOOK 20 & G2)



Panasonic Tablet Desktop Dock

FZ-VEBG11AU

USB-A (2), Serial, Ethernet, HDMI, VGA, Kensington lock
(Compatible with TOUGHBOOK G1 & G2)



Panasonic Tablet Desktop Dock

FZ-VEBG21U

USB-A (4), Serial, Ethernet, HDMI (2), Kensington lock, power button
(Compatible with TOUGHBOOK G2 only)



PRINTERS

Brother RuggedJet 4230BL Printer Bundle

(Includes printer, USB cable & wiring harness)

203dpi, up to 5ips, USB or Bluetooth, IP54, 7' Drop

BR-RJ42BD2Y



Brother PocketJet 763 Printer Bundle

(Includes printer, USB cable & wiring harness)

300dpi, up to 8ppm, USB or Bluetooth

BR-PJ763D1Y14W



STRAPS & CASES

Panasonic Rotating Hand Strap (with stylus holder & kickstand)

FZ-VSTG21U



ToughMate Backpack

TBCBPK-P



OTHER

Panasonic IP55 Digitizer Pen

Featuring 2 buttons (right-click & erase)

FZ-VNP026U



Panasonic Tether

FZ-VNT006U



Panasonic Blue Cleaning Cloth

CF-VNC002U



Panasonic Screen Protector

FZ-VPF38U



PROFESSIONAL SERVICES

If you're a mobile worker in a demanding profession, workdays can be hectic, to say the least. It's often just you and your mobile computer on the front lines, wherever the job takes you. You need to know that you'll always have the tools you need to do your job.

Thousands of organizations choose Panasonic for their employees who work in unforgiving environments. We've been making rock-solid mobile computing products for over 20 years and are constantly pushing rugged computing forward. TOUGHBOOK family of computers boast industry-leading low product-failure rates. So it's no wonder we've become the longest-running rugged computer supplier for the U.S. government, law enforcement, utility, and public safety agencies. But even with the toughest tools, work life can be a bit unpredictable. Make sure your workers can always depend on their TOUGHBOOK devices by augmenting them with Panasonic ProServices — Development, Deployment, and Sustainment services that support and augment your IT and field staffs to speed deployments and improve performance of your Panasonic technology investments.

Our Standard Warranty protects your TOUGHBOOK computers from manufacturing defects for three years and includes overnight shipping costs to and from our Service Center, as well as priority parts exchange program and repair service at no cost. It provides lifetime access to our U.S.-based technical support hotline (which has average hold times less than 1 minute); online access to drivers, first-aid disks, BIOS updates, tools, utilities, and manuals; free overnight delivery of customer replaceable parts and repaired units (85% of repairs are completed within just 48 hours); and access to Panasonic field service personnel.

For those customers who's environmental conditions require a higher level of accidental damage coverage, Panasonic offers our Ultimate Care warranty program. This "No-Fault" warranty coverage means just that — You break it and we fix it.

Panasonic recognizes that one size does not fit all and each customer has a unique set of skills and needs. As such, Panasonic ProServices can offer each customer the right solution to best suit their particular situation. Here are some of the most popular items, but please contact your Panasonic representative or go to the ProServices website for more services and information.

DEPLOYMENT BUNDLES

48 Hr. Burn-in, Imaging, Asset Tagging, Shipping, Deployment Report, Disk Image Management (Image Management not included in Bronze).

• Bronze (One Time)	CF-SVCPDBRZ	• 3 Month Device Storage	CF-SVCPDSSTOR
• Premier Deployment 3 Year	CF-SVCPDEP3Y	• Kitting with Deployment (<i>up to 4 items</i>)	CF-SVCPDKITTING
• Premier Deployment 4 Year	CF-SVCPDEP4Y	• Extended Configuration (<i>15 minutes</i>)	CF-SVCPDADD
• Premier Deployment 5 Year	CF-SVCPDEP5Y	• Customer Portal Access	CF-SVCCUPORT
• Premier Deployment APOS 4th Year	CF-S09SLCY4AP	• OEM Volume License Conversion	CF-SVCLICCONV
• Premier Deployment APOS 4 & 5th Year	CF-S09SLCY5AP	<i>(Converting the MS Windows OEM license allows the application of a client GOLD image at the National Service Center)</i>	

APOS: After Point of Sale

BRONZE Package: Includes installation of battery/tether/stylus/supplied asset tags, logo badges (purchased separately), and cases or holders which ship in the TOUGHBOOK OEM packaging. Customer image validation, loading of customer image, application of service updates and engineering changes, inclusion of customer documentation and custom box labels, and application of customer BIOS/CMOS settings and single location ground shipping with deployment reporting.

PREMIER Package: Includes all the above deliverables, as well as post image configuration services (5 minutes). Over packing for small shipments, expedited deployment, 48 hour burn in, multiple ship to locations, multiple shipping dates, disk image management for the term of the services with multiple image retention and customer portal access. The Panasonic Customer Portal allows for online access to create RMAs and check entitlement status and repair history.



BIOS CUSTOMIZATION

BIOS settings can be customized to show client logo on bootup or configured to restrict access, enable or disable audio or wireless capabilities as well as restricting media components such as card readers, secure digital flash, fingerprint readers, Bluetooth etc. There is a minimum of 50 units for the BIOS configuration service.

- BIOS Custom Splash Screen and/or Configuration CF-SVCBIOS1

ULTIMATE CARE PROGRAM

This coverage provides truly comprehensive coverage for out of warranty repairs. That's right, no cap and no out of warranty billing for accidental damage for the term of coverage. Even items like intentional damage, fire, flood, hurricane, tornado, loss and theft (reported) are covered up to 2% of the deployment.

- | | |
|---------------------------------------|------------------|
| • Ultimate Care 3 Year | FZ-SVCTPUCNF3Y |
| • Ultimate Care 4 Year | FZ-SVCTPUCNF4Y |
| • Ultimate Care 5 Year | FZ-SVCTPUCNF5Y |
| • Ultimate Care 3 Year (DOD Specific) | FZ-SVCTPUCDOD3Y |
| • Ultimate Care 4 Year (DOD Specific) | FZ-SVCTPUCDOD4Y |
| • Ultimate Care 5 Year (DOD Specific) | FZ-SVCTPUCDOD5Y |
| • APOS Ultimate Care 4th Year | FZ-SVCTPUCAPOSY4 |
| • APOS Ultimate Care 5th Year | FZ-SVCTPUCAPOSY5 |
| • APOS Ultimate Care 4 & 5th Year | FZ-SVCTPUCAPOS2Y |

APOS: After Point of Sale

PROTECTION PLUS

Accidental Damage Coverage. Any unit for which the Panasonic "Protection Plus" warranty has been purchased will receive additional coverage for any failure that occurs due to accidental damage.

- | | |
|---|------------------|
| • Protection Plus 3 Year | FZ-SVCTPNF3YR |
| • Protection Plus 4 Year | FZ-SVCTPNF4Y |
| • Protection Plus 5 Year | FZ-SVCTPNF5Y |
| • Protection Plus 3 Year (DOD Specific) | FZ-SVCTPNFDOD3Y |
| • Protection Plus 4 Year (DOD Specific) | FZ-SVCTPNFDOD4Y |
| • Protection Plus 5 Year (DOD Specific) | FZ-SVCTPNFDOD5Y |
| • APOS Protection Plus 4th Year | FZ-SVCTPNFAPOSY4 |
| • APOS Protection Plus 5th Year | FZ-SVCTPNFAPOSY5 |
| • APOS Protection Plus 4 & 5th Year | FZ-SVCTPNFAPOS2Y |

APOS: After Point of Sale



EXTENDED WARRANTY

If this coverage is purchased, the serial numbered unit is entitled to the extended manufacturer warranty coverage with the exception of the battery for which a separate coverage program is available. The cost of labor, parts, and overnight shipping are included in the price of the Extended Warranty Program.

- | | |
|-----------------------------------|------------------|
| • Extended Warranty 4th Year | FZ-SVCTPEXT1Y |
| • Extended Warranty 4 & 5th Year | FZ-SVCTPEXT2Y |
| • APOS Ext. Warranty 4th Year | FZ-SVCTPEXTAPOY4 |
| • APOS Ext. Warranty 5th Year | FZ-SVCTPEXTAPOY5 |
| • APOS Ext. Warranty 4 & 5th Year | FZ-SVCTPEXTAPO2Y |

APOS: After Point of Sale

SMART BATTERY WARRANTY PROGRAM

The TOUGHBOOK Smart Battery Warranty provides protection against battery degradation for up to 5 years, guaranteeing optimum efficiency beyond the standard 12 month battery warranty. The TOUGHBOOK Smart Battery warranty includes Smart Service Battery Monitoring software which is installed on each entitled device. This unique product, powered by B2M solutions provides a SAAS based portal to view device battery health; and includes automated delivery of a no cost replacement battery when the original battery reaches 50% of it's initial design capacity. Also available is Panasonic's full Smart Service solution which provides unique predictive analytics and in-depth device performance details unavailable via traditional EMM platforms; and provides another differentiation point for our TOUGHBOOK products in the marketplace.

- | | |
|-----------------------|---------------|
| • Main Battery 3 Year | CF-SVCBATSW3Y |
| • Main Battery 4 Year | CF-SVCBATSW4Y |
| • Main Battery 5 Year | CF-SVCBATSW5Y |

HOT SWAP & HOT SPARE MANAGEMENT SERVICE

Within a **Hot Swap** program, when a device requires service, Panasonic sends the user a fully functional computer from a reserve of customer- owned computers stored at Panasonic's National Service Center. The replacement unit is shipped for next business day delivery whenever a user calls Panasonic Technical Support and determines that the computer needs to be serviced. The user removes the hard drive from the original computer and inserts it into the replacement unit, eliminating the need to transfer files or software. The user keeps the replacement computer and ships the original unit to Panasonic. When the original computer is received by Panasonic, it is repaired, re-imaged and put back into the customer's consigned inventory for future use.

Unlike Hot Swap, when **Hot Spare** is chosen, the original unit sent in for service is returned to the original end user following service and the original spare unit is returned to the customer owned reserve.

- | | |
|--------------------|----------------|
| • Hot Swap 3 Year | FZ-SVCTPHS3YR |
| • Hot Swap 4 Year | FZ-SVCTPHS4YR |
| • Hot Swap 5 Year | FZ-SVCTPHS5YR |
| • Hot Spare 3 Year | FZ-SVCTPHSP3YR |
| • Hot Spare 4 Year | FZ-SVCTPHSP4YR |
| • Hot Spare 5 Year | FZ-SVCTPHSP5YR |



SSD NO RETURN & USER REPLACEMENT

When this coverage is purchased, a customer is not required to send a defective drive back to the service center when replaced due to SSD failure.

- | | |
|---|-----------------|
| • 512GB SSD — No Return 3 Year | FZ-SVC512SSD3Y |
| • 512GB SSD — No Return 4 Year | FZ-SVC512SSD4Y |
| • 512GB SSD — No Return 5 Year | FZ-SVC512SSD5Y |
| • 512GB SSD — No Return 3 Year (DOD Specific) | FZ-SVC512SSD3YT |
| • 512GB SSD — No Return 4 Year (DOD Specific) | FZ-SVC512SSD4YT |
| • 512GB SSD — No Return 5 Year (DOD Specific) | FZ-SVC512SSD5YT |
| • 1TB SSD — No Return 3 Year | FZ-SVC1TBSSD3Y |
| • 1TB SSD — No Return 4 Year | FZ-SVC1TBSSD4Y |
| • 1TB SSD — No return 5 Year | FZ-SVC1TBSSD5Y |
| • 1TB SSD — No Return 3 Year (DOD Specific) | FZ-SVC1TBSSD3YT |
| • 1TB SSD — No Return 4 Year (DOD Specific) | FZ-SVC1TBSSD4YT |
| • 1TB SSD — No return 5 Year (DOD Specific) | FZ-SVC1TBSSD5YT |

LIFECYCLE SERVICES & PROJECT MANAGEMENT

Engineering services can include services development and all changes through the life of the Panasonic deployment along with ad hoc technical services. The service level is determined at time of purchase.

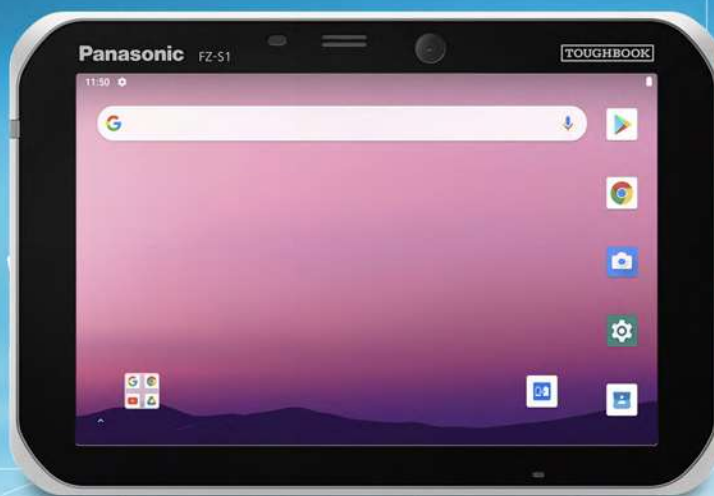
- Field Engineering Support based on needs analysis CF-SVCFES20/40/60/80/100

PUBLIC SAFETY BUNDLE EXTENSIONS

The following SKU's are available to extend the Public Safety 3 year bundles to year 4 or years 4 and 5. These SKU's must be purchased with the hardware on the same order. If delayed purchase is desired, please utilize the standard APOS SKU's for Premier Deployment, SSD No Return, and ProPlus Warranty.

- | | |
|--|------------|
| • 4th year Public Safety Service Bundle
Add on (Year 4 only) | CF-SVCPSY4 |
| • 4th and 5th years Public Safety Service Bundle
Add on (Year 4 & 5 only) | CF-SVCPSY5 |





TOUGHBOOK S1

- TOUGHBOOK S1 is supported by productivity+, a comprehensive world-class Android™ solution
- Optional 1D/2D barcode reader, 2nd USB type A and extended-life battery
- 7" HD sunlight viewable screen with patented rain mode, glove touch and multi-touch
- Warm swap battery function with up to 14 hours of battery life
- Certified to latest MIL-STD-810H standards
- FirstNet Ready™ and supports Band 14 connectivity

POWERFUL AND RUGGED, OUR 7" TABLET IS DESIGNED FOR ANYTHING THAT COMES ITS WAY. PURPOSE-BUILT FOR ENTERPRISE-FOCUSED CAPABILITIES.

The Panasonic TOUGHBOOK S1 is a rugged Android™ 7" tablet that is the latest addition to our lineup of Android™ devices. The TOUGHBOOK S1 has a powerful octa-core processor, supports 4G LTE and FirstNet® connectivity. It also features an optional extended-life battery that supports warm swap functionality. The tablet has the flexibility to be used in all markets including logistics, transportation, retail and field service. Equipped with an optional integrated barcode reader that supports landscape or portrait orientations. The TOUGHBOOK S1 also features an outdoor-viewable display with patented rain mode and glove touch functionality, making this tablet the choice for outdoor workers everywhere. Featuring a 5 foot drop rating and IP65 and IP67 certification for dust and water resistance the TOUGHBOOK S1 is purpose-built to seamlessly operate in the enterprise environment.

MIL-STD-810H

IP65

IP67

5-FOOT
DROP RATING



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TOUGHBOOK FZ-S1

SPEC SHEET



TOUGHBOOK S1

SOFTWARE

- Android 10

CERTIFICATIONS & DURABILITY

- MIL-STD-810H certified¹
- IP65 and IP67 dust and water resistant
- 5' drop-resistant and tumble tested (500 tumbles, 3.3ft. 5 rpm)

CPU

- Qualcomm® SDM660 2.2GHz/1.843GHz Octa-core

STORAGE & MEMORY

- Memory: 4GB (LPDDR4)²
- Storage eMMC: 64GB²
– Additional storage available with optional Storage Card: SD (up to 2 GB), SDHC (up to 32 GB), SDXC (up to 64 GB)³

DISPLAY

- 7" WXGA 1280 x 800
- 10-point capacitive multi touch with rain sensing and glove touch modes
– Display with direct bonding
– Automatic screen rotation
– Anti-reflective (AR) screen treatment
– 500nit

AUDIO

- Integrated microphone
- Loud Speaker 94dBA

CAMERAS

- 13MP rear camera with LED flash
- 5MP front facing camera

SENSORS

- Ambient light/Digital Compass/Gyro/Acceleration

KEYBOARD & INPUT

- 10-point gloved multi touch
- On-screen QWERTY keyboard

INTERFACE & EXPANSION

- Docking connector
- USB 3.0 Type-C™ host⁴ (OTG, BC 1.2, DP, HDMI)
- Optional USB Type-A host
- Mini-jack stereo headphone & microphone
- microSDXC (up to 64 GB)³

WIRELESS

- Qualcomm® WCN3990 IEEE802.11 a/b/g/n/ac/d/h/i/r/k/v/w
- Optional Sierra Wireless AirPrime® EM7511 – 4G LTE and HSPA+
- Certified with Verizon, AT&T and FirstNet™
- Nano SIM card slot (x2)
- Bluetooth® V5.1 Class1
- GPS/GPS/GLONASS/Galileo/Beidou/QZSS
- Near Field Communication [NFC - Type A, Type B, feliCa, ISO/IEC 15693]

SECURITY FEATURES

- ARM® TrustZone™ (Built-in)
- Smart Card Reader (optional)
- NFC

POWER

- Battery pack: Li-ion 3.8V, 3,200mAh
- Battery pack operation
– Approx. 8 hours based on standard enterprise user profile⁵
- Battery pack charging time:
– Power on or off approx. 3 hours⁶
- Warm Swap with clock backup⁷
- Extended-life battery
– Li-ion 3.8V, 5,580mAh
- Extended-life battery operation
– Approx. 14 hours based on standard enterprise user profile⁵
- Extended-life battery charging time:
– Power on or off approx. 4.5 hours⁶
- USB Type-C™ charging adapter sold separately⁸
- Consumption approx, 27W⁹

DIMENSIONS & WEIGHT

- 7.6" x 5.16" x .75"
(without barcode reader section)¹⁰
- Approx. .94 lb. with battery pack¹¹

WARRANTY

- 1-year limited warranty, parts and labor

INTEGRATED OPTIONS

- 4G LTE Band 14 EM7511 multi carrier mobile broadband with satellite GPS
- Choice of 1D/2D barcode reader (SE4750) with LED light in landscape or portrait orientation and 2nd USB Type-A. Combinations vary by SKU configuration.

Please consult your reseller or Panasonic representative to learn more about the TOUGHBOOK S1 and the wide variety of accessories and services offered.

- 1 Do not expose the skin to this product when using the product in a hot or cold environment. When using the product in hot or cold environments, some peripherals may not perform properly. Confirm the recommended operation environment of the peripherals. Using the product continuously in hot environments will shorten the product life. Avoid continuous use in these types of environments. When using the product in cold environments, the product may take longer to start up and battery operation time may be reduced. Even when using the product within the temperature and humidity ranges listed here, using the product continuously in extreme environments will result in product deterioration and will shorten the life of the product.
- 2 1 MB = 1,048,576 bytes, 1 GB = 1,073,741,824 bytes
- 3 Operation has been tested and confirmed using the following Panasonic brand memory cards: SD (up to 2 GB), SDHC (up to 32 GB), SDXC (up to 64 GB). Compatibility with other SD devices is not guaranteed.
- 4 Does not guarantee operation of all USB-compatible peripherals.
- 5 Enterprise user profile: Measured with LCD brightness: 150 cd/m2, Web browsing every 20 seconds through WLAN. Battery life varies depending on the usage conditions or when an optional device is attached.
- 6 25°C (77°F) environment. Temperature range for charging: 10°C to 35°C (50°F to 95°F)
Humidity: 30% to 80% relative humidity.
- 7 Warm swap activation is activated by using the warm swap menu option or by releasing the battery locking mechanism.
- 8 The USB Type-C™ adapter is designed for use with power sources that supply up to 240 V AC.
- 9 When the battery is fully charged (or not being charged) and the unit is off. Powered with optional cradle. Rated power consumption.
- 10 Actual size may vary by unit configuration.
- 11 Average weight. Actual weight may vary by unit configuration.



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TOUGHBOOK FZ-S1

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SPEC SHEET





TOUGHBOOK S1—SOLUTION GUIDE



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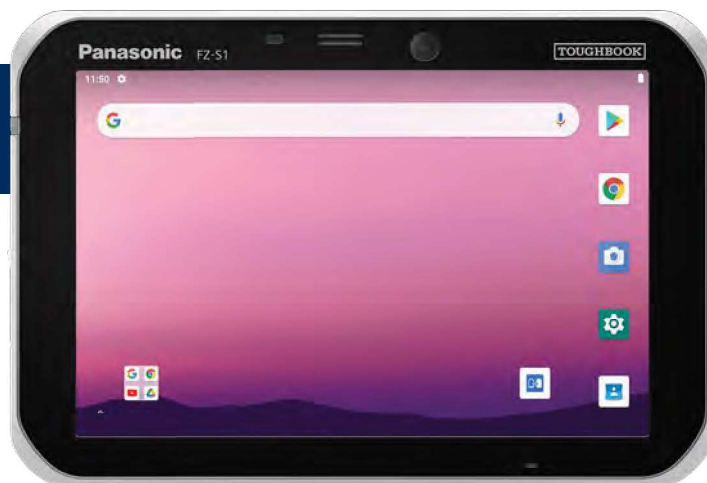
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MOBILITY SOLUTIONS



TOUGHBOOK S1

Powerful and rugged, our 7" tablet is designed for anything that comes its way. Purpose-built for enterprise-focused capabilities.



The Panasonic TOUGHBOOK S1 is a rugged Android™ 7" tablet that is the latest addition to our lineup of Android™ devices. The TOUGHBOOK S1 has a powerful octa-core processor, supports 4G LTE and FirstNet® connectivity. It also features an optional extended-life battery that supports warm swap functionality. The tablet has the flexibility to be used in all markets including logistics, transportation, retail and field service. Equipped with an optional integrated barcode reader that supports landscape or portrait orientations. The TOUGHBOOK S1 also features an outdoor-viewable display with patented rain mode and glove touch functionality, making this tablet the choice for outdoor workers everywhere. Featuring a 5-foot drop rating and IP65 and IP67 certification for dust and water resistance the TOUGHBOOK S1 is purpose-built to seamlessly operate in the enterprise environment.

- Android™ 10
- Qualcomm® SDM660 2.2GHz Octa-Core
- TOUGHBOOK S1 is supported by productivity+, a comprehensive world-class Android™ solution
- 7" HD sunlight viewable screen with patented rain mode, glove touch and multi-touch
- 4 GB RAM and 64 GB flash storage
- Optional integrated straight-shooting 1D/2D barcode reader configurable for landscape or portrait modes
- Optional multi-carrier 4G LTE data support
- FirstNet Ready™ and supports Band 14 connectivity
- Designed to meet MIL-STD 810H
- IP65 and IP67 sealed all-weather design
- User-replaceable battery with warm-swap function
- Up to 14 hours battery life based on standard enterprise-user profile
- Loud 94db speaker
- 1-year standard warranty with business class support and optional 3-year warranty



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MOBILITY SOLUTIONS



TOUGHBOOK S1 ECOSYSTEM



*For more details regarding printers, contact your Panasonic Sales Representative.



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MOBILITY SOLUTIONS



POWER MANAGEMENT SOLUTIONS

Standard Battery Pack

- (3200 mAh)
- SKU: FZ-VZSUT10U



Panasonic Long Life Battery Pack

- (5580 mAh)
- SKU: FZ-VZSUT11U



5-Bay Battery Charger

- Includes AC adaptor (16v–100W) standard Panasonic TOUGHBOOK barrel connector and AC cord
- SKU: FZ-VCBT131M



AC Wall USB Charger (5v) with USB Type-C®

- SKU: FZ-AAE184E1M



CARRYING SOLUTIONS

Panasonic Rotating Hand Strap

- SKU: FZ-VSTS11U



Panasonic Shoulder Strap

- SKU: CF-VNS331U



Panasonic Shoulder Case All-On

- Case includes shoulder strap and rotating hand strap
- SKU: FZ-VNSS11U



PRODUCTIVITY SOLUTIONS

Panasonic Passive Stylus Pen

- SKU: CF-VNP025U



Agora Coiled Stylus Tether

- SKU: AE-N1CTBL



SECURITY & PROTECTION SOLUTIONS

Screen Protector

- SKU: FZ-VPFS11U



DOCKING SOLUTIONS

Single Device Desktop Cradle

- Includes AC wall adaptor (5v) with USB to mini-barrel connector DC cord
- Includes USB connectivity
- SKU: FZ-VEH1L1AAM



5-Bay Desktop Cradle

- Includes AC adaptor (16v–100W) standard Panasonic TOUGHBOOK barrel connector and AC cord.
- SKU: FZ-VCH5L1AAM—Charge Only
- SKU: FZ-VEH5L1AAM—Charge and 2 x LAN



Professional services

If you're a mobile worker in a demanding profession, workdays can be hectic, to say the least. It's often just you and your mobile computer on the front lines, wherever the job takes you. You need to know that you'll always have the tools you need to do your job.

Thousands of organizations choose Panasonic for their employees who work in unforgiving environments. We've been making rock-solid mobile computing products for over 20 years and are constantly pushing rugged computing forward. TOUGHBOOK family of computers boast industry-leading low product-failure rates. So it's no wonder we've become the longest-running rugged computer supplier for the U.S. government, law enforcement, and public safety agencies. But even with the toughest tools, work life can be a bit unpredictable. Make sure your workers can always depend on their TOUGHBOOK devices by augmenting them with Panasonic ProServices—planning, deployment, security, repair, and replacement services that support your IT and field staffs.

Our Standard Warranty protects your TOUGHBOOK computers from manufacturing defects for one year. It provides lifetime access to our U.S.-based technical support hotline (which has average hold times less than 1 minute); online access to drivers, first-aid disks, BIOS updates, tools, utilities, and manuals; free overnight delivery of customer-replaceable parts and repaired units (85% of repairs are completed within just 48 hours); and access to Panasonic field service personnel.

Panasonic recognizes that one size does not fit all, and each customer has a unique set of skills and needs. As such, Panasonic ProServices can offer each customer the right solution to best suit their situation. Here are some of the most popular items, but please contact your Panasonic representative or go to the ProServices website for more services and information.

Zero Touch is a Google Android Enterprise service designed to allow for rapid provisioning and deployment of Android devices for enterprise use. This service, when enabled, allows our customers to have their newly purchased devices registered in their custom Zero Touch portal. When devices are first turned on, they automatically connect to the customer's Zero Touch portal. They then receive their MDM applications, MDM configurations and provisioning that will complete without user interaction. This can allow an end user to ship devices wherever in the US they are needed, and with a touch of the power button, the device can be completely configured without IT or user intervention.

Panasonic Zero Touch Solution enablement service— Prerequisite for all Zero Touch service offerings:

Panasonic certified TOUGHBOOK Android device Zero Touch provisioning service. This limited engagement professional engineering service will provide collaboration between TOUGHBOOK engineering resources and TOUGHBOOK end users who desire assistance with creating an Android provisioning package. The final provisioning package is machine specific and includes end-user customization defined within a customer-specific CDD, and prepares an end user for provisioning as part of Panasonic deployment services.

- **SKU:** FZ-SVCHHFESIMGB

One time Zero Touch Factory enrollment—per device :
Edge: Zero Touch Deployment Service—onetime upload. Upload initial device information to customer Zero Touch portal.

- **SKU:** FZ-SVCHHZTDEPOU

Zero Touch Long Term Enrollment and support:

Zero Touch Deployment Service long term. Upload initial device information and provide portal maintenance of model/serial data during break-fix activities for the warranty coverage period

- **SKU:** FZ-SVCHHZTDEPLT



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MOBILITY SOLUTIONS



DEPLOYMENT SERVICES

Deployment at PNSCM: Includes single or dual sim installation, SD card installation (customer provided), installing tether, charging battery, asset tagging, MDM enrollment, and comprehensive deployment report. Multi-shipping location.

SKUs:

- | | |
|--------------------|---------------------|
| • FZ-SVTCHHDEP | Less than 200 units |
| • FZ-SVTCHHDEP200 | Over 200 units |
| • FZ-SVTCHHDEP500 | Over 500 units |
| • FZ-SVTCHHDEP1000 | Over 1,000 units |

Basic deployment at PNSCM: Includes installing one or two sim's, SD card (supplied by customer), tether, charging batteries, asset tagging & basic deployment report.

SKUs:

- | | |
|--------------------|---------------------|
| • FZ-SVTCHHBRZ | Less than 200 units |
| • FZ-SVTCHHBRZ200 | Over 200 units |
| • FZ-SVTCHHBRZ500 | Over 500 units |
| • FZ-SVTCHHBRZ1000 | Over 1,000 units |

ADDITIONAL DEPLOYMENT SERVICES

Kitting up to 4 items during deployment:

At PNSCM. Includes boxing and shipping costs.

- SKU: FZ-SVTCHHKIT4

Wireless activation during deployment:

At PNSCM. Includes activation & testing.

- SKU: FZ-SVTCHHWA

Additional custom configuration (15 minute intervals) during deployment: At PNSCM

- SKU: FZ-SVTCHHCONFIG

Green Shipment Option: Custom box for bulk deployment of quantities up to 20 units per shipment.

- SKU: FZ-SVTCHHBOX

ULTIMATE CARE PROTECTION

SKUs:

- | | |
|------------------|--------|
| • FZ-SVTCVHHUC1Y | 1 Year |
| • FZ-SVTCVHHUC2Y | 2 Year |
| • FZ-SVTCVHHUC3Y | 3 Year |

Android Premier OS Maintenance Service

- FZ-VLPABY13U 3 Year

Smart Battery Warranty Service

- FZ-SVCBATSW3Y 3 Year

EXTENDED WARRANTY

Extended Manufacturers Warranty: Handheld TOUGHBOOK T1 & Tablet TOUGHBOOK L1

SKUs:

- | | |
|--------------------|----------------|
| • FZ-SVTCVHHEXTY23 | 2nd & 3rd Year |
| • FZ-SVTCVHHEXTY2 | 2nd Year |
| • FZ-SVTCVHHEXTY3 | 3rd Year |



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MOBILITY SOLUTIONS



ADVANCED EXCHANGE

Advanced exchange at PNSCM: Unit ships via next day air from customer owned inventory for requests received prior to 5:00 EST.

- **SKU:** FZ-SVTCHHAE3Y 3 Year

SOTI – CLOUD LICENSE & HOSTING – ANNUAL

SOTI cloud bundle: Includes SOTI Mobicontrol cloud license and hosting.
Per device, per month.

- **SKU:** FZ-HHSOTIBCLM

Panasonic SMART Service: 3 year including Smart Service, Smart Device, and Smart Battery Monitoring

- **SKU:** FZ-SVCB2MCMB3Y



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MOBILITY SOLUTIONS



TOUGHBOOK N1



- Android™ 9 (Pie)
- Angled barcode scanner increases productivity
- Industry leading octa-core processor by Qualcomm®
- Dual SIM multi-carrier 4G LTE plus band-14 data support with cellular voice capability
- FirstNet Ready and capable of AT&T ePTT (Enhanced push-to-talk)
- High volume 100db speaker with noise suppression and echo cancellation microphones
- MIL-STD-810G, 7' Drop, All-weather IP66 and IP68 Dust and Water-resistant design
- Patented rain sensing and glove touch enabled screen technology¹
- 3-Year Warranty with business class support

FULLY RUGGED HANDHELD WITH THE ANDROID OPERATING SYSTEM AND UNIQUE BARCODE READER DESIGN

The Panasonic TOUGHBOOK® N1—a powerful, slim and fully rugged handheld. It's the all-in-one tool that's ideal for where work takes you each day. With an octa-core processor, angled rear-facing barcode reader, optional stylus pen, and long-lasting battery that is warm-swappable; you won't miss a beat. When a flexible device is in demand, the TOUGHBOOK N1 delivers the Android operating system and its Google Play store with a plethora of applications. With additional support from Panasonic's Productivity+ ecosystem of development, deployment and sustainment tools and services, we are ready to satisfy everyone in your organization from the IT department and operations management to end users. Plus, with built-in multi-carrier 4G LTE, voice capabilities, and dual SIM cards, the TOUGHBOOK N1 is ready to go where business goes. And even if it takes a seven-foot drop in a wind driven rain storm—it can handle it, making it the choice for unrelenting conditions.

7-FOOT
DROP RATING

IP66

IP68

MIL-STD-810G



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TOUGHBOOK N1 Mk2.5

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SPEC SHEET



TOUGHBOOK N1

SOFTWARE

- Android 9 (Pie)²
- Productivity+ Panasonic's development, deployment and sustainment ecosystem of tools and services.

CERTIFICATIONS & DURABILITY

- MIL-STD-810G Certified
- IP66 and IP68 sealed all-weather design
- 7' drop-resistant and tumble tested (1000 tumbles, 3.3ft. 5 rpm)
- Port covers
- Raised bezel for LCD impact protection

CPU

- Qualcomm® SDM660-2 64bit 2.2GHzx4+1.8GHzx4 Octa-Core

STORAGE & MEMORY

- Memory 3GB²
- Storage eMMC: 32 GB³
– Additional storage available with optional Storage Card: SD (up to 2 GB), SDHC (up to 32 GB), SDXC (up to 64 GB)⁴

DISPLAY

- 4.7" high definition 1280 x 720 daylight-viewable display
- 10-point capacitive multi touch with glove touch mode
– Optional Passive or Active Stylus
- Rain sensing touch mode^{1,5}
- 2-500 nit
- Display with direct bonding
- Anti-reflective treatments
- Automatic screen rotation

AUDIO

- Integrated microphone (x3)
- Loud volume twin speakers up to 100 db
- Noise suppression and echo cancellation engine

CAMERAS

- Full HD 5MP webcam
- Full HD 8MP rear camera with LED light

SENSORS

- Ambient light sensor, digital compass, gyro and acceleration sensors

KEYBOARD & INPUT

- 10-point gloved multi touch
- 5 buttons (user-definable)
- On-screen QWERTY keyboard

INTERFACE & EXPANSION

- Docking connector: 9-pin
- Micro-USB option to be host or client interface 2.0 (x1); 4-pin⁶
- Headphone & microphone: Mini-jack stereo
- microSDXC (up to 64 GB)³

WIRELESS

- Qualcomm® WCN3980 IEEE802.11 a/b/g/n/ac/t/d/h/i/k/v/w
- Qualcomm® SDM660 - 4G LTE with C.A., HSPA+, UMTS
- Certified with Verizon, AT&T and FirstNet (Voice and Data) and capable of ePTT
- Nano SIM card slot (x2)
- Bluetooth® v5.0 class 1 (Classic Mode/Low Energy Mode)
- GPS 2m CEP50 (±2 to 4m) GLONAS
- Near Field Communication (NFC)
– Type A, Type B, Felica

SECURITY FEATURES

- FIPS140-2 level-1 compliant
- ARM® TrustZone® (Built-in)

POWER⁷

- Standard battery: Li-ion 3.8V, 3,200 mAh
- Optional long life battery: Li-ion 3.8V, 6,400mAh
- Standard battery operation:
– Talk up to 27 hours; Approx. 12 hours depending on user profile.
- Long life battery operation:
– Talk up to 44 hours; Approx. 19 hours depending on user profile.
- Continuous use data:
– 8 to 16 hours
- Warm Swap:
– A minimum of 30 seconds
- Standard battery charging time:
– Power on or off approx. 2 hours
- Long Life battery charging time:
– Power on or off approx. 3.3 hours
- Micro-USB charging capability sold separately
- Consumption approx. 15W
- Warm swap battery – Keeps applications active minimum of 30 seconds

DIMENSIONS & WEIGHT⁸

- 2.9" x 6.1" x 0.6"/1.2" (barcode reader section)
- Approx. 0.61 lb. with Standard Battery, 0.81 lb. with long life battery

WARRANTY

- 3-year limited warranty, parts and labor

INTEGRATED FEATURE

- 1D/2D barcode reader (SE4750) with LED and laser crosshairs

Please consult your reseller or Panasonic representative before purchasing to learn more about the TOUGHBOOK N1 and the wide variety of accessories and services offered.

1 US Patent No: US 9,141,245 B2; September 22, 2015

2 Product functionality cannot be guaranteed if the operating system is modified or replaced by the user or a third party.

3 1 MB = 1,048,576 bytes, 1 GB = 1,073,741,824 bytes

4 Operation has been tested and confirmed using the following Panasonic brand memory cards: SD (up to 2 GB), SDHC (up to 32 GB), SDXC (up to 64 GB). Compatibility with other SD devices is not guaranteed.

5 1 finger point touch is available in rain sensing touch mode

6 Does not guarantee operation of all USB-compatible peripherals.

7 The AC adaptor is designed for use with power sources that supply up to 240 V AC. The included AC cord is designed for use with power sources that supply up to 300V AC. Actual performance varies depending on usage conditions, connected peripherals, etc. Typically, operating time is reduced in colder environments. Talk time may vary according to cellular network condition. Measured with VOIP application. When the battery is fully charged (or not being charged) and the unit is off. Rated power consumption. Fast charging only occurs with Panasonic single and multi-bay desktop chargers or the charging cup with the 16v Panasonic power supply. Directly connected micro-USB (5v) charging takes ~80% longer to charge than stated fast charge cycles.

8 Actual size may vary by unit configuration. Average weight. Actual weight may vary by unit configuration.



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TOUGHBOOK N1 Mk2.5

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SPEC SHEET



TOUGHBOOK N1 Tactical



- Android™ 9 (Pie)
- Industry leading octa-core processor by Qualcomm®
- Dual SIM 4G LTE with cellular voice capability
- High volume 100dB speaker with noise suppression and echo cancellation microphones
- MIL-STD-810G, 7' Drop, All-weather IP66 and IP68 Dust and Water-resistant design
- Patented rain sensing and glove touch enabled screen technology²
- Front and rear-facing cameras for Web cam usage/remote meetings and a rear camera with bright LED light to capture images and video
- NIAP certified option for Federal and DoD requirements¹
- 3-Year Warranty with business class support

FULLY RUGGED HANDHELD WITH THE ANDROID OPERATING SYSTEM AND NIAP CERTIFICATION¹

The Panasonic TOUGHBOOK® N1 Tactical is a powerful, slim and fully rugged handheld. It's ideal for where you need to be with a functioning mobile computer—in the desert, in a hurricane or in a blizzard. The octa-core processor, front and rear-facing cameras, and long-lasting, warm-swappable battery keeps you in constant communication or continuously monitoring your situation with confidence. TOUGHBOOK N1 Tactical delivers the Android operating system, giving you the ability to develop in an open environment with thousands of applications. Plus, with built-in 4G LTE, cellular voice and data capabilities, 100dB speakers, three noise suppressing microphones, and dual SIM cards, the TOUGHBOOK N1 Tactical is ready to stay connected where your job sends you. When device and systems security matters, the TOUGHBOOK N1 Tactical has a NIAP certified option.¹ If it takes a seven-foot drop to a concrete tarmac or gets dipped into a 5-foot vat of water—it can handle it and still operate, making it the choice for unrelenting conditions.

7-FOOT
DROP RATING

IP66

IP68

MIL-STD-
810G



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TOUGHBOOK N1 Tactical Mk2

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SPEC SHEET



TOUGHBOOK N1 TACTICAL

SOFTWARE

- Android 9 (Pie)³
- Productivity+ Panasonic's development, deployment and sustainment ecosystem of tools and services.

CERTIFICATIONS & DURABILITY

- NIAP Common Criteria Certified¹
- MIL-STD-810G Certified
- IP66 and IP68 sealed all-weather design
- 7' drop-resistant and tumble tested (1000 tumbles, 3.3ft. 5 rpm)
- Port covers
- Raised bezel for LCD impact protection

CPU

- Qualcomm® SDM660-2 64bit 2.2GHzx4+1.8GHzx4 Octa-Core

STORAGE & MEMORY

- Memory 4 GB⁵
- Storage eMMC: 64 GB⁴
– Additional storage available with optional Storage Card: SD (up to 2 GB), SDHC (up to 32 GB), SDXC (up to 64 GB)⁵

DISPLAY

- 4.7" high definition 1280 x 720 daylight-viewable display
- 10-point capacitive multi touch with glove touch mode
– Optional Passive or Active Stylus
- Rain sensing touch mode^{2,6}
- 2-500 nit
- Display with direct bonding
- Anti-reflective treatments
- Automatic screen rotation

AUDIO

- Integrated microphone (x3)
- Loud volume twin speakers up to 100 dB
- Noise suppression and echo cancellation engine

CAMERAS

- Full HD 5MP webcam
- Full HD 8MP rear camera with LED light

SENSORS

- Ambient light sensor, digital compass, gyro and acceleration sensors

KEYBOARD & INPUT

- 10-point gloved multi touch
- 5 buttons (user-definable)
- On-screen QWERTY keyboard

INTERFACE & EXPANSION

- Docking connector: 9-pin
- Micro-USB option to be host or client interface 2.0 (x1): 4-pin⁷
- Headphone & microphone: Mini-jack stereo
- microSDXC (up to 64 GB)⁴

WIRELESS

- Qualcomm® WCN3980 IEEE802.11 a/b/g/n/ac/t/r/d/h/f/i/k/v/w
- Qualcomm® SDM660
- 4G LTE with C.A., HSPA+, UMTS
- Certified with Verizon (Voice and Data)
- Nano SIM card slot (x2)
- Bluetooth® v5.0 class 1 (Classic Mode/Low Energy Mode)
- GPS 2m CEP50 (±2 to 4m) GLONASS
- Near Field Communication (NFC)
– Type A, Type B, Felica

SECURITY FEATURES

- FIPS140-2 level-1 compliant
- ARM® TrustZone® (Built-in)
- NIAP Common Criteria Certified¹

POWER⁸

- Standard battery: Li-ion 3.8V, 3,200 mAh
- Standard battery operation:
– Talk up to 27 hours; Approx. 20 hours depending on user profile
- Continuous use data:
– 12 hours
- Warm Swap:
– A minimum of 30 seconds
- Standard battery charging time:
– Power on or off approx. 2 hours
- Micro-USB charging capability sold separately
- Consumption approx. 15W
- Warm swap battery – Keeps applications active minimum of 30 seconds

DIMENSIONS & WEIGHT⁹

- 2.9" x 6.1" x 0.7"
- Approx. 0.56 lb.

WARRANTY

- 3-year limited warranty, parts and labor

Please consult your reseller or Panasonic representative before purchasing to learn more about the TOUGHBOOK N1 Tactical and the wide variety of accessories and services offered.

1 NIAP Certification is optional.

2 US Patent No: US 9,141,245 B2; September 22, 2015

3 Product functionality cannot be guaranteed if the operating system is modified or replaced by the user or a third party.

4 1 MB = 1,048,576 bytes, 1 GB = 1,073,741,824 bytes

5 Operation has been tested and confirmed using the following Panasonic brand memory cards: SD (up to 2 GB), SDHC (up to 32 GB), SDXC (up to 64 GB). Compatibility with other SD devices is not guaranteed.

6 1 finger point touch is available in rain sensing touch mode

7 Does not guarantee operation of all USB-compatible peripherals.

8 The AC adapter is designed for use with power sources that supply up to 240 V AC. The included AC cord is designed for use with power sources that supply up to 300V AC. Actual performance varies depending on usage conditions, connected peripherals, etc. Typically, operating time is reduced in colder environments. Talk time may vary according to cellular network condition. Measured with VOIP application. When the battery is fully charged (or not being charged) and the unit is off. Rated power consumption. Fast charging only occurs with Panasonic single and multi-bay desktop chargers or the charging cup with the 16v Panasonic power supply. Directly connected micro-USB (5v) charging takes ~80% longer to charge than stated fast charge cycles.

9 Actual size may vary by unit configuration. Average weight. Actual weight may vary by unit configuration.

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SPEC SHEET





TOUGHBOOK N1 "Extender" Smartphone for Law Enforcement

EXTEND YOUR REACH WITH THE NEXT GENERATION END USER DEVICE

The purpose-built, fully rugged TOUGHBOOK N1 Smartphone enables law enforcement officers to expand their mobile computing capabilities by extending their reach from the vehicle to the outside. Use a TOUGHBOOK laptop or 2-in-1 in vehicle and then seamlessly switch to the light-weight N1 for mobile applications outside the vehicle.

- E-Citation
- Signature capture
- License Plate Reader and Alerts
- Video/Audio Recorder
- Camera
- CAD Alerts
- Shot Detection
- Evidence Collection
- Remote lights/Siren Controller
- Push-To-Talk (PTT) with LTE Backup
- Unlocked, with dual SIM capability
- Integrates with CAD and RMS solutions

CERTIFICATIONS: IP66, IP68, MIL-STD-810G and NIAP Common Criteria (N1 Tactical)

DISPLAY: 4.7" high definition 1280 x 720 daylight-viewable, 10-point capacitive multi-touch display with rain sensing and glove touch modes

CPU: Qualcomm® SDM660 2.2GHz Octa-Core CPU/RAM 4GB/Flash eMMC: 64 GB

OS: Android 9 (Pie) OS with powerful Panasonic Productivity+ support and deployment/control tools

DIMENSIONS & WEIGHT:
2.9"x6.1"x0.7", 0.56 lb.

CAMERAS: Full HD 5MP (front) 8MP (rear)

BATTERY: 20-hour life (based on user profile), removable and warm swappable, can fully recharge in two hours (0% to 100%)

SENSORS: Ambient light sensor, digital compass, gyro and acceleration sensors





Fully Rugged and Ready for Use Right Out of the Box

Unlike consumer grade phones, the TOUGHBOOK N1 is fully rugged on arrival. The 4.7" anti-reflective, daylight-readable 500 NIT display features rain sensing and glove touch modes to assure that the screen can be clearly read and operated in any conditions. The TOUGHBOOK N1 Tactical is built to MIL-STD-810G standards and is designed to withstand

extreme environments, including moisture and high heat. With 8 programmable buttons capable of launching any local application, launching and switching between applications is quick and easy. Additionally, the N1 comes unlocked, giving you the flexibility to work with any carrier. It also comes with Dual SIM capability for those agencies looking for the dependability and flexibility of a backup network.

Enhanced Situational Awareness

Panasonic is uniquely positioned to support the needs of public safety with the broadest range of situational awareness (SA) mobility solutions in the industry. Our durable and reliable TOUGHBOOK N1 end user device coupled with optional Android Team Awareness Kit (ATAK) Server offers an enhanced solution for first responder teams that need to communicate and collaborate in real-time, within and across teams. ATAK is available at no cost to Law Enforcement agencies.

For more information, contact
MobilityInsideSales@us.panasonic.com



na.panasonic.com/us/TOUGHBOOKN1Tactical | 1-888-245-6344

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MOBILITY SOLUTIONS





TOUGHBOOK N1 Tactical for Public Safety

THE NEXT GENERATION END USER DEVICE

Tactical teams and first responders require the most reliable devices for search and rescue, wildfire management, situational awareness, security detail at large events and more. The TOUGHBOOK N1 Tactical, next generation end user device is designed specifically for tactical environments leveraging situational awareness applications like Android Team Awareness Kit (ATAK).



FULLY RUGGED AND MISSION-READY RIGHT OUT OF THE BOX

Unlike consumer grade phones, the TOUGHBOOK N1 Tactical end user device is fully rugged on arrival. The 4.7" anti-reflective daylight readable 500 NIT display features rain sensing and glove touch modes to assure that the screen can be clearly read and manipulated in any conditions. The TOUGHBOOK N1 Tactical is built to MIL-STD-810G standards and is designed to withstand extreme environments, including moisture and high heat. With 8 programmable buttons capable of launching any local application, launching and switching between applications is quick and easy.

CERTIFICATIONS: IP66, IP68, MIL-STD-810G and NIAP Common Criteria

DISPLAY: 4.7" high definition 1280 x 720 daylight-viewable, 10-point capacitive multi-touch display with rain sensing and glove touch modes

CPU: Qualcomm® SDM660 2.2GHz Octa-Core CPU/RAM 4GB/Flash eMMC: 64 GB

OS: Android 9 (Pie) OS with powerful Panasonic Productivity+ support and deployment/control tools

DIMENSIONS & WEIGHT:
2.9"x6.1"x0.7", 0.56 lb.

CAMERAS: Full HD 5MP (front) 8MP (rear)

BATTERY: 20-hour life (based on user profile), removable and warm swappable, can fully recharge in two hours (0% to 100%)

SENSORS: Ambient light sensor, digital compass, gyro and acceleration sensors



ENHANCED SITUATIONAL AWARENESS

Panasonic is uniquely positioned to support the needs of public safety with the broadest range of situational awareness (SA) mobility solutions in the industry. Our durable and reliable TOUGHBOOK N1 Tactical end user device coupled with optional Android Team Awareness Kit (ATAK) Server offers an enhanced solution for first responder teams that need to communicate and collaborate in real-time, within and across teams.



ANDROID TEAM AWARENESS KIT (ATAK)

The Android Team Awareness Kit for civilian uses is a suite of software that provides geospatial information and allows user collaboration over geography. ATAK uses the Android system to put information like video, mapping and location information on the N1 Tactical devices used by firefighters and other first responders which enables better team communication in real-time.



For more information, contact
MobilityInsideSales@us.panasonic.com



na.panasonic.com/us/TOUGHBOOKN1Tactical | 1-888-245-6344

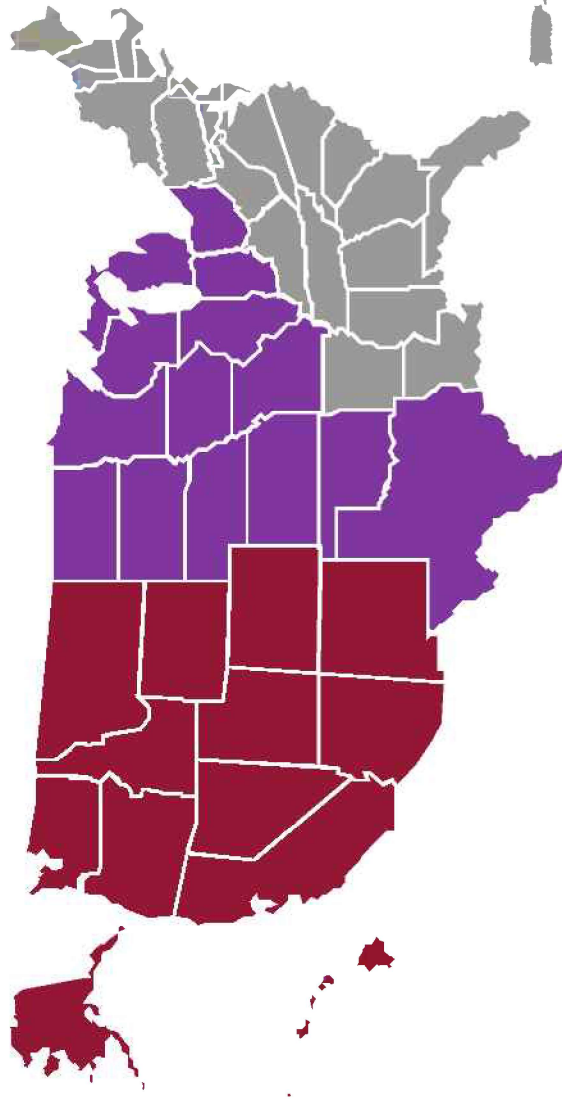
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MOBILITY SOLUTIONS



MOBILITY TEAM WEST—TERRITORY MAP

Public Sector & Healthcare



Director Public Sector
Alexander.Nollmann@us.panasonic.com
727.213.1507

Business Development Manager
Marcus.Claycomb@us.panasonic.com
321.522.6710

Strategic National Sales Manager
Aidan.Clifford@us.panasonic.com
205.335.8541

Strategic Account Manager—ISV
Travis.Hudson@us.panasonic.com
904.788.9602

■ WEST TEAM

Senior Sales Manager ■ Michael.Sarallo@us.panasonic.com ■ 224.279.5530

CA—South¹ Michael.Haas@us.panasonic.com 732.552.4989	OR, WA, CA—North¹ Kyle.Ogdon@us.panasonic.com 201.716.9752
CO, HI, UT, CA² JohnM.Stewart@us.panasonic.com 973.970.0023	AZ³, NM³ Kelly.Tinucci1@us.panasonic.com 480.404.0425
AK, ID, MT, NV, WY Keith.Pacheco@us.panasonic.com 509.344.9918	AZ, NM David.White@us.panasonic.com 480.267.2340

■ CENTRAL TEAM

Sales Manager ■ Mark.Burseth@us.panasonic.com ■ 847.802.0105

IL, MI OPEN	IA, MN, ND, SD, WI Adam.Buck@us.panasonic.com 515.421.5812
KS, MO, NE, OK Brian.Byrnes@us.panasonic.com 913.274.8035	IN, OH Nathan.Webster@us.panasonic.com 513.633.2804
TX—North⁴ Scott.Morris@us.panasonic.com 862.241.8064	TX—South⁴ Megan.Allred@us.panasonic.com 469.503.6839

¹ Kern County is division line for Northern CA and Southern CA.
² California State Level Accounts.
³ State agencies, major metros/counties and tribal communities.
⁴ Austin, TX, is division line for Northern TX and Southern TX.



MOBILITY TEAM EAST—TERRITORY MAP

Public Sector & Healthcare



Director Public Sector
Alexander.Nollmann@us.panasonic.com
727.213.1507

Business Development Manager
Marcus.Claycomb@us.panasonic.com
321.522.6710

Strategic National Sales Manager
Aidan.Clifford@us.panasonic.com
205.335.8541

Strategic Account Manager—ISV
Travis.Hudson@us.panasonic.com
904.788.9602

Healthcare—East
Matt.Rice@us.panasonic.com
443.841.0029

NORTHEAST TEAM

Sales Manager ■ Kyle.Kaiser@us.panasonic.com ■ 443.800.5181

CT, MA, ME, NH, RI, VT
Chris.Turner@us.panasonic.com
603.490.4046

DC, DE, MD, NJ
Adam.Waxman@us.panasonic.com
857.275.0155

VA
Ty.Grant@us.panasonic.com
252.412.8180

NY,² PA
Doug.Howell@us.panasonic.com
717.433.5515

New York City, NY¹
Gerard.Kane@us.panasonic.com
347.271.2667

SOUTHEAST TEAM

Sales Manager ■ Fernando.Quintero@us.panasonic.com ■ 787.396.0110

NC, SC, KY, WV
Derek.Hornacek@us.panasonic.com
862.229.3846

FL—North
OPEN

AR, LA, MS, TN—West
Daniel.Fowler@us.panasonic.com
601.520.8701

FL—South, PR
Patricia.Clark@us.panasonic.com
973.558.3788

GA, AL, TN—East
Jeff.Orzech@us.panasonic.com
678.554.9576

Sales Support
Chad.Stewart@us.panasonic.com
973.289.6407

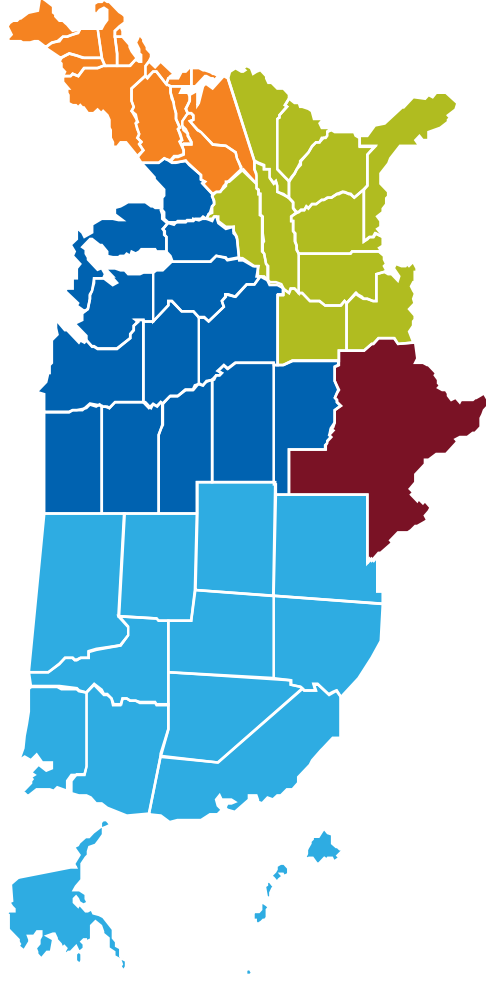
¹ NY State Government Agencies

² NY Local Government Accounts

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MOBILITY INSIDE SALES TEAM



PUBLIC SECTOR

WEST

Aaron Fox

aaron.fox@us.panasonic.com
201.957.4677

CENTRAL

Mark McCarthy

mark.mccarthy@us.panasonic.com
551.430.2452

NORTHEAST

Kendra Baum

kendra.baum@us.panasonic.com
513.401.0376

SOUTHEAST

Mary Alice Ballentine

mary.ballentine@us.panasonic.com
862.350.1792

TEXAS

Jeremy Kling

jeremy.kling@us.panasonic.com
737.802.5462

INSIDE SALES MANAGER

Michael Dodds

michael.dodds@us.panasonic.com
201.341.7088

ENTERPRISE

TRANSPORTATION / LOGISTICS

Bejel Querido

bejel.querido@us.panasonic.com
201.618.2091

MANUFACTURING / FIELD SVCS

Jordan Luthers

jordan.luthers@us.panasonic.com
732.406.3892

UTILITIES

Taylor Gerhart

taylor.gerhart@us.panasonic.com
908.447.9586

BDA TEAM (PROSPECTING/LEAD GEN)

PUBLIC SECTOR

Michael Wiseman

michael.wiseman@us.panasonic.com
973.202.2514

ENTERPRISE

Nicole Harding

nicole.harding@us.panasonic.com
973.271.0707

FLEX TEAM

David Dennis

davidg.dennis@us.panasonic.com
503.856.6442

Alex Roth

alex.roth@us.panasonic.com
919.801.9538

FEDERAL

Derek Cupp

derek.cupp@us.panasonic.com
201.306.2252

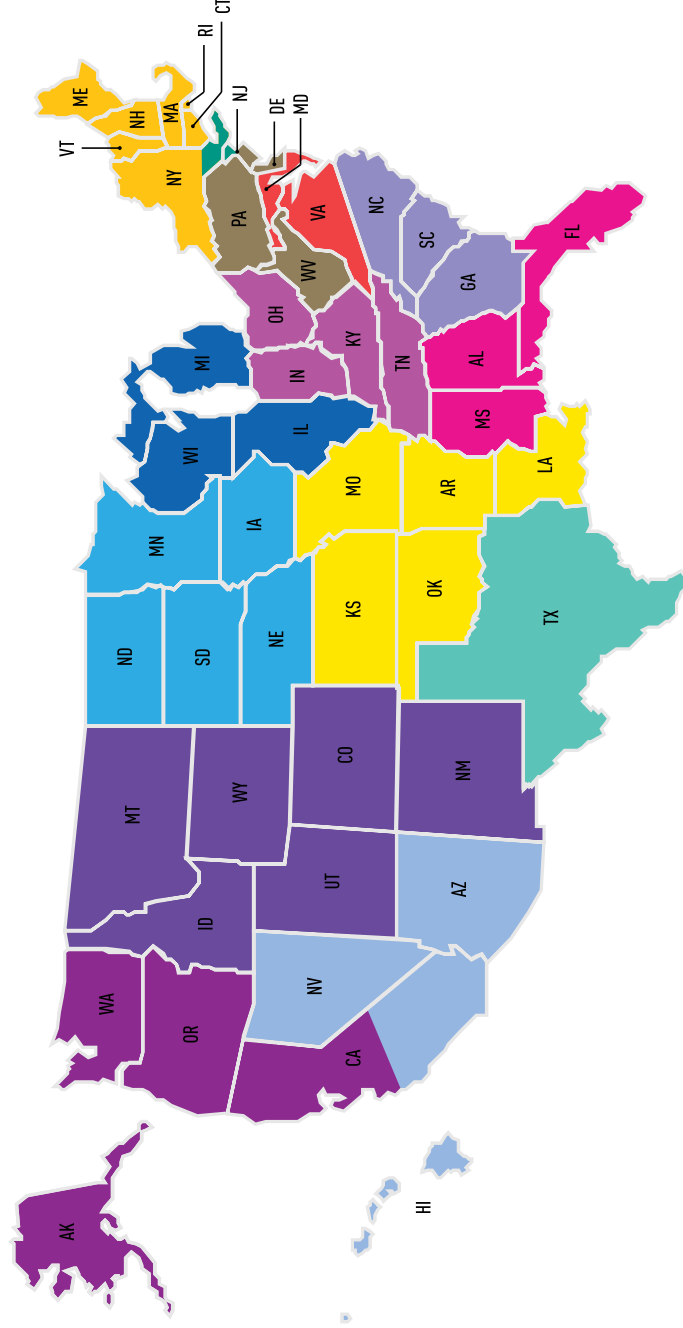
Seth Lucas

seth.lucas@us.panasonic.com
419.260.1104

1-877-803-8492 option 1 - MobilityInsidesales@us.panasonic.com

Visual Systems: Projector and Professional Display Territory Account Managers

Panasonic CONNECT



Director of Sales
Steve Milley
323.363.7200
Stephen.Milley@us.panasonic.com

Regional Sales Managers
West Region
Darryl Krall
201.427.0586
Darryl.Krall@us.panasonic.com
East Region
Paul DeLorenzo
201.325.1789
Paul.DeLorenzo@us.panasonic.com

West

Andy Dick ■
201.427.0643
Andy.Dick@us.panasonic.com

Jared Darensbourg ■
973.493.4218
Jared.Darensbourg@us.panasonic.com

Kathy Brady ■
720.415.4508
Katherine.Brady@us.panasonic.com

Ted Greely ■
612.391.2509
Ted.Greely@us.panasonic.com

Gary Birkemeier ■
636.439.6487
Gary.Birkemeier@us.panasonic.com

Hank Reed ■
551.247.7460
Hank.Reed@us.panasonic.com

Alan Hassen ■
224.858.3450
Alan.Hassen@us.panasonic.com

Josh Rountree ■
201.427.0546
Josh.Rountree@us.panasonic.com

East

Howard Rose ■
508.688.5651
Howard.Rose@us.panasonic.com

Joe Dolce ■
201.360.9458
Joe.Dolce@us.panasonic.com

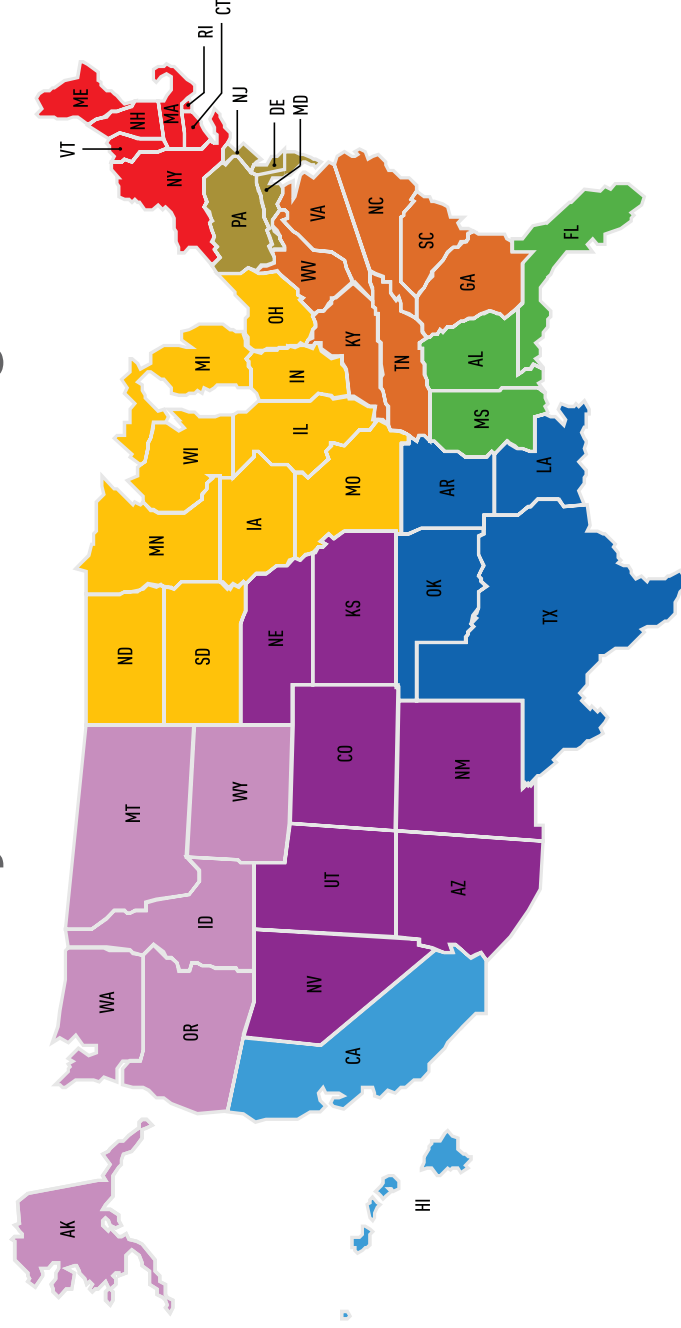
Linda Hess ■
201.390.8048
Linda.Lu@us.panasonic.com

Matt Moscato ■
443.651.9912
Matthew.Moscato@us.panasonic.com

Timothy Hunnicutt ■
201.259.1216
Timothy.Hunnicutt@us.panasonic.com

Brian Duffy ■
973.856.2706
Brian.Duffy@us.panasonic.com

Professional Imaging Solutions Territory Account Managers



Bryce Livengood
206.308.5922
Bryce.Livengood@us.panasonic.com

Rick Sutherland
925.518.3621
Rick.Sutherland@us.panasonic.com

Steve Slade
201.253.8738
Steve.Slade@us.panasonic.com

Carl Hicks
972.569.9293
Carl.Hicks@us.panasonic.com

Theo Roll
201.407.8881
Theo.Roll@us.panasonic.com

John Ballinger
201.240.2104
John.Ballinger@us.panasonic.com

Wes Carr
201.427.0607
Wes.Carr@us.panasonic.com

Brandon Cortez
973.986.3947
Brandon.Cortez@us.panasonic.com

Gregger Jones
860.248.9447
Gregger.Jones@us.panasonic.com

Solutions Sales Managers
Rick Lamb
201.783.9165
Rick.Lamb@us.panasonic.com

Bob Hawkanson
407.242.3333
Bob.Hawkanson@us.panasonic.com

James Long
201.427.0618
James.Long@us.panasonic.com

Jeff Lawson
201.427.0610
Jeff.Lawson@us.panasonic.com

Panasonic
CONNECT

Director of Professional
Imaging Group
Carter Hoskins
201.427.0626
Carter.Hoskins@us.panasonic.com

Sales Management
Director of Sales
Steve Milley
323.363.7200
Stephen.Milley@us.panasonic.com
National TAM Manager
Don Lenihan
203.733.9466
Donald.Lenihan@us.panasonic.com

System Sales Engineers (SSE)
Barry Russo – Lead SSE
201.427.0034
Barry.Russo@us.panasonic.com
Raj Lad
201.427.0590
Rajesh.Lad@us.panasonic.com
Michael Rusynyak
201.427.0592
Michael.Rusynyak@us.panasonic.com
Andy Mangrum
201.463.6544
Andy.Mangrum@us.panasonic.com
Rob Brambila
862.373.2868
Rob.Brambila@us.panasonic.com

Panasonic

TOUGHBOOK®

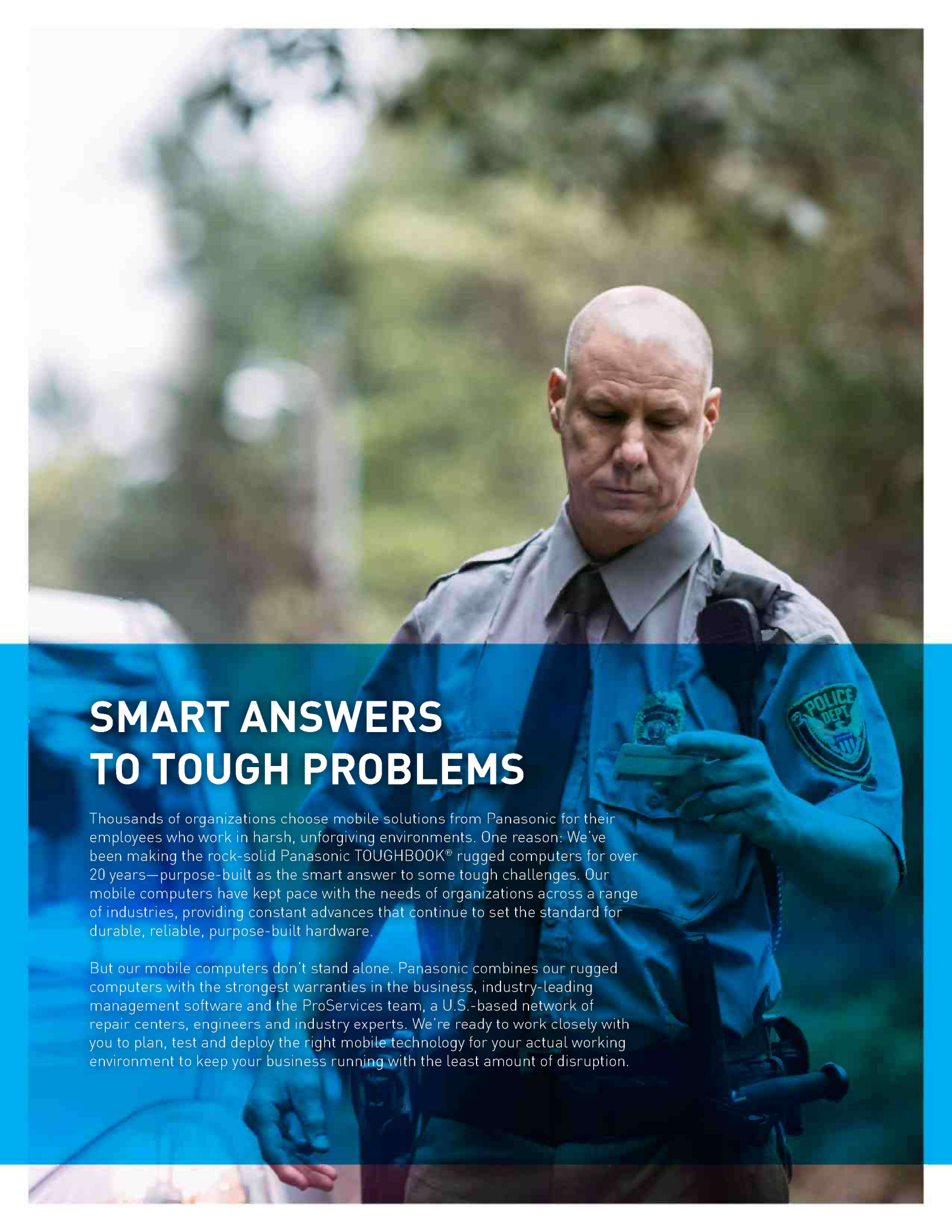
**AT YOUR SIDE,
HELPING WORK GET DONE**



PROSERVICES

Planning
Deployment
Warranties

Panasonic TOUGHBOOK®
Computers, Tablets, 2-in-1s, Handhelds



SMART ANSWERS TO TOUGH PROBLEMS

Thousands of organizations choose mobile solutions from Panasonic for their employees who work in harsh, unforgiving environments. One reason: We've been making the rock-solid Panasonic TOUGHBOOK® rugged computers for over 20 years—purpose-built as the smart answer to some tough challenges. Our mobile computers have kept pace with the needs of organizations across a range of industries, providing constant advances that continue to set the standard for durable, reliable, purpose-built hardware.

But our mobile computers don't stand alone. Panasonic combines our rugged computers with the strongest warranties in the business, industry-leading management software and the ProServices team, a U.S.-based network of repair centers, engineers and industry experts. We're ready to work closely with you to plan, test and deploy the right mobile technology for your actual working environment to keep your business running with the least amount of disruption.

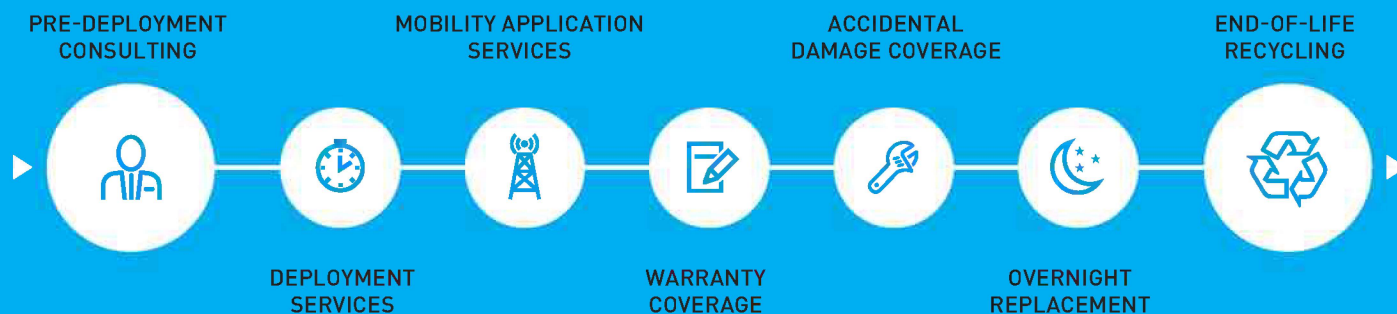


SERVICES & SUPPORT

Our ProServices team can put together a tailored package of services that help you solve specific organizational challenges while supporting IT and mobile workers. We can help:

- **Free up IT resources and speed deployment** so that your mobile computers are ready to go right out of the box. Plus, should the unexpected happen and one of your mobile computers require maintenance, we provide overnight shipping to and from the service center.
 - **Reduce ownership costs** with three-year standard warranty programs and options for four and five years of coverage, plus an industry-leading low failure rate on our laptops, tablets and handheld devices. This means that a typical three-year refresh cycle can be stretched to four or five years.
 - **Keep mobile workers productive.** Optimize mobile workers' productivity with configuration and deployment services. We also offer accessories and vehicle mounts that make mobile computers easier to use and carry.
- Our ProServices support your solution from pre-deployment planning consultation to industry-leading warranty and repair programs, so you get the right solution for your toughest problems.

SERVICES ACROSS THE LIFE CYCLE



CONSULTING SERVICES



Get your mobile deployment off to a good start by taking advantage of our consulting engineers' years of experience in a wide range of industries and deployments. We work closely with you pre- and post-sale to make sure you deploy the solution that addresses your specific challenges. And once you become our customer, you have access to our 24/7 help desk and our team of field service engineers for more complex issues.

Additional services include:

- **Infrastructure assessment.** We evaluate your current IT setup—including imaging processes, networks, encryption and endpoint security—and make recommendations to provide a successful TOUGHBOOK® deployment with optimized performance.
- **Product selection for your work environment.** We help you select the right device for your workforce purposes, making sure workers have the capabilities they need and the durability and reliability to support a high-performing team in their specific work environment.
- **Worker ride-along.** Our mobility experts can accompany your workers to observe firsthand how they use mobile devices at the job site or in the vehicle to help validate what device is best suited for the job. They can also recommend process improvements and mounting solutions to facilitate productivity and comfort.
- **Image consulting.** Once the right product is selected, we can review your image creation process. We can help fine-tune the image, recommend Microsoft® best practices and identify any dependencies required for your application suite. Finally, following this review, we create and test your image for operating system or driver issues, finalizing an optimal image for production.
- **IT staff augmentation.** Our experts extend your IT staff resources by helping you design and deploy your new technology, including device configuration, mobile applications and integration into your IT infrastructure. Panasonic can provide short-term or long-term staff augmentation contracts that enable Panasonic employees to implement recommendations onsite.
- **Training.** We train your IT staff on basic functions such as managing wireless connections, screen calibration, battery management and mobility software applications. We can also provide device and in-vehicle mount installation training so you can fine-tune the user experience (screen brightness, touchscreen sensitivity and calibration, or cellular and Wi-Fi usage).
- **Custom software development and integration.** With new operating systems like Android™ and new mobile technology, a common challenge is how to migrate and integrate these with existing enterprise systems. Panasonic experts can utilize our Rapid Application Development platform to develop and deploy a new Android-based mobile application solution and integrate the solution into your existing enterprise systems.

SOLUTION SERVICES



We can provide complete solution services that support specific industry applications, migrate operating systems and integrate mobile applications into legacy systems. Our ProServices team can deliver a solution that is tailor-made for your specific challenge and work environment. Here are a few examples of our specialized solution services:

- **Vehicle solutions.** No matter what type of vehicle your workers operate—utility truck, forklift, fire engine or police interceptor—we offer custom in-vehicle mounting solutions and installation services. This helps to simplify installation planning and management, to maximize worker productivity and ensure easy serviceability.

We help select and install components such as vehicle mounts, vehicle power distribution and wireless routers. We can also supply you with carefully designed accessory and mounting kits so you can perform your own installations.

- **Smart Service Solution.** Our software-as-a service solution uses artificial intelligence to provide a first-in-the-industry proactive analytics tool that lets your IT staff identify problems with the health and utilization of your mobile devices. IT can reach out to end users before they know they have an issue, preventing further escalation. For example, IT might note an unusual increase in cellular data usage, device reboots that exceed normal levels, or battery charging and battery life trends that can identify an issue with product usage.
- **Wireless Connectivity Solutions.** In addition to considering the mix of wireless services for vehicle and other environments, we can also help you implement seamless global connectivity across 180 countries. And we can provide onsite support to first responders to help plan, test, deploy and activate your FirstNet® solutions.



NATIONAL SERVICE CENTERS

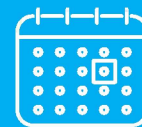
It's at one of two U.S.-based National Service Centers that your TOUGHBOOK® mobile computers are customized to your specifications. Our service centers have a long history of industry-leading support that includes knowledgeable experts, rapid repairs and exceptional service. Both centers are strategically located for optimal inbound and outbound shipping turnaround time.

National Service Center for laptops and tablets

The National Service Center (often referred to as Heartland Customer Solutions) is located in Overland Park, Kansas, and provides services for TOUGHBOOK rugged laptops and tablets. Here we prepare your devices with stress tests, imaging, customizations and cataloging before delivery to your workers. And we repair or replace laptops and tablets here—with exceptional turnaround times.

National Service Center for handhelds

Our TOUGHBOOK rugged handheld device services are provided exclusively by the National Service Center in Memphis, Tennessee. At this 150,000-square-foot facility we stage your devices for delivery and provide the same level of services—consulting, deployment, specialized solutions and mobility applications—for your handheld computers. And, of course, we also provide advanced exchange and warranty repair services at Memphis.



SEEING IS BELIEVING

**Schedule an onsite
National Service Center
tour today.**

**Contact your Panasonic
sales representative for
details and times.**

DEPLOYMENT SERVICES



- **100% guaranteed functionality testing.** Our extra-thorough 48-hour stress testing is twice as long as the industry norm, ensuring that you take possession of computers that will work long and hard for you.
- **Asset tagging and management.** We attach asset tags that we create or that you provide and record the information in a deployment report for entry into your asset management system.
- **Disk image management.** We catalog your Windows® gold image(s) and keep them up to date as you make changes, using them in the initial deployment of your mobile assets and for repairs.
- **Android™ firmware management.** We catalog your version of Android firmware and support re-installation of a specific version of firmware post service as part of our Android Premier Operating System Maintenance Program. This program ensures your devices receive important security updates and bug fixes via periodically released updates.
- **Online service portal.** We maintain complete service histories on all TOUGHBOOK® mobile computers sent in to our National Service Centers. Your staff can monitor this history to identify service trends and potential user training needs.
- **Deployment report.** We create customized, detailed reports for each TOUGHBOOK device so you can track assets and warranty renewals, as well as manage wireless carrier contracts.
- **Accessory kitting services.** We can integrate third-party accessories such as network adaptors, barcode scanners, straps and expansion modules with your TOUGHBOOK computers; perform testing; and distribute your final customized computers.
- **Custom BIOS.** We work with your organization to customize the BIOS for your TOUGHBOOK Windows devices to any settings you specify and to show your company name on the splash screen.
- **Wireless activation.** We can install SIM cards and coordinate wireless activation with your carrier of choice, so your TOUGHBOOK arrives prepared for WWAN access right out of the box.
- **Mobile device management (MDM) deployment services.** We can provision your handheld and tablet devices within your existing MDM environment, so that all customizations, application downloads and security parameters are configured prior to delivery.
- **Personalization.** We affix your organization's logo to your devices for increased brand awareness with customers.



HANDS-ON DEPLOYMENT AND SUPPORT

Our Deployment Services ensure that your TOUGHBOOK mobile computers arrive in the field quickly and ready to work. We offer two levels of deployment services (Premier and Bronze) ranging from initial services focused on getting your team ready to roll immediately to longer-term services that cover the life of the warranty. We can also design an individual package of separately purchased services that is tailor-made for your particular work environment. Whichever option you choose, you get customized systems that are fully integrated into your organization the moment they land in workers' hands.

MOBILITY APPLICATION SERVICES



- **Data and device protection.** Increase control of your TOUGHBOOK® computers, even if they are off the network or in the hands of an unauthorized user. This software when purchased and activated provides a persistent connection to all of your computers:
 - Remotely locks the device or removes partial or all data.
 - Reports demonstrated compliance with regulations such as the Criminal Justice Information Services (CJIS), Health Insurance Portability and Accountability Act (HIPAA), and Sarbanes-Oxley, as well as software licensing.
 - Validation that data on the device has remained encrypted and uncompromised.
 - Provides control of the device even if the hard drive or operating system is replaced.
- **Dual-factor authentication.** This software lets you implement multiple layers of log-on authentication to strengthen defense against unauthorized access and can include facial recognition authentication. This offering strengthens our commitment to assisting our customers to achieve CJIS or HIPAA certification compliance, and supports many forms of physical and logical authentication methods.
- **Mobile device management (MDM) services.** We can help your IT staff implement MDM solutions, as well as deploy mobile devices via MDM that you can

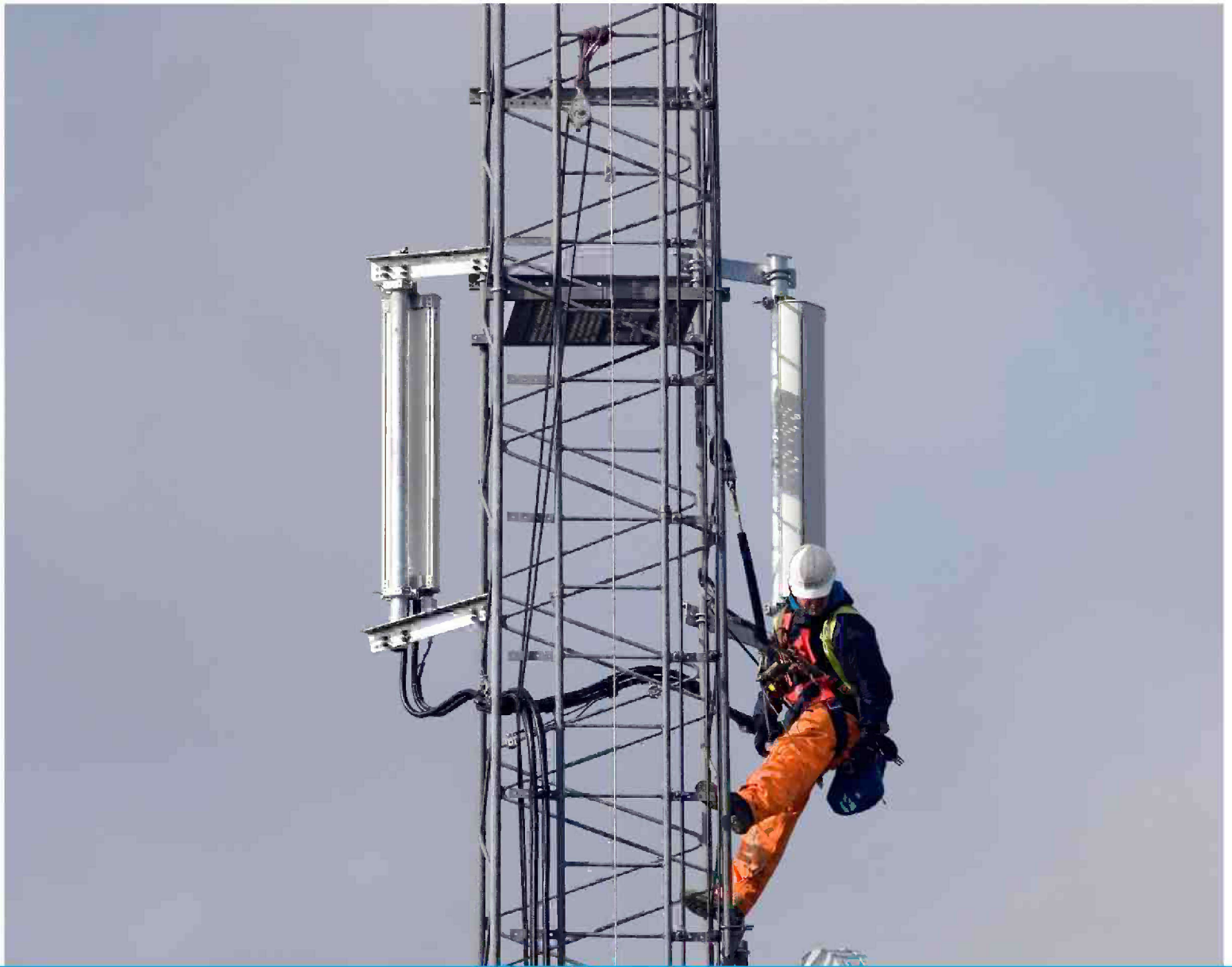
monitor, manage and update remotely. Apply security updates and software upgrades, remove unauthorized software, and keep devices well protected and under control.

- **Driver distraction software.** Reduce distraction from your mobile device while a vehicle is in motion without interfering with the transfer of voice or data. The app can be customized to display information such as maps, dispatch and CAD, even while in motion, to keep employees informed.
- **Speech-to-text software.** Increase productivity and accuracy with speech-to-text software that helps people in the field dictate reports at a rate of 140 words per minute, twice as fast as manual typing. With this app, employees such as insurance and property inspection agents can file paperwork while incidents are fresh in their minds. Police officers and other public safety workers can use downtime for paperwork while keeping their hands free and heads up to maintain situational awareness.
- **Multi-database authentication services.** Together with dual-factor authentication and speech-to-text software, this offering is part of a three-pronged strategy for a complete solution public for safety customers who are obligated to design CJIS-compliant operations.



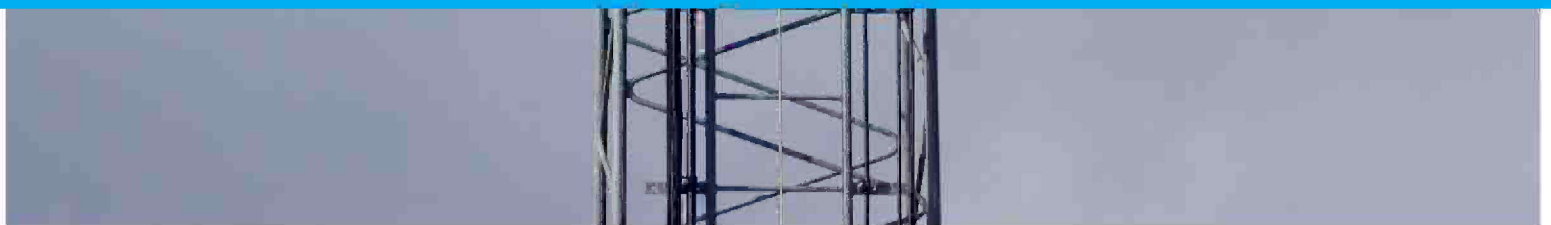
MOBILITY APPLICATION SERVICES

Our Mobility Application Services address the unique security challenges of mobile computers, mobile device management and driver safety with software from leading partners. We can integrate them into your system via our Solution Services, deploy them on your computers before they are delivered or you can deploy them later in the field.



NOT ALL WARRANTIES ARE CREATED EQUAL

Avoid potentially catastrophic downtime by protecting your TOUGHBOOK® laptops, tablets and handhelds. With a Panasonic warranty and our specialized repair services, you can speed repairs, better manage your budget, offload your internal staff from managing repairs and replacements, and prevent worker downtime. Additionally, your finance staff won't need to worry about funding unexpected repair costs (even for minor repairs) after deployment, helping them budget entire projects.



WARRANTY SERVICES



- **Standard warranty.** Our Standard warranty covers TOUGHBOOK® computers from defects in materials and workmanship for three years and includes a priority parts exchange program and repair service at no cost. It provides lifetime access to our U.S.-based technical support hotline; online access to drivers, first-aid disks, BIOS updates, tools, utilities and manuals; free overnight delivery of customer-replaceable parts and repaired units; and access to Panasonic field service personnel.
- **Extended warranty.** Extend your Standard warranty up to two additional years, stretching coverage to match your refresh cycle. Extending your warranty delivers peace of mind, uninterrupted worker productivity and significant reduction in out-of-warranty repair costs and IT workload.

ENHANCED WARRANTIES

- **Protection Plus (accidental damage coverage).** Augment our Standard warranty with no-fault accident protection. Protection Plus covers one major repair each year. And in cases when the damage is beyond repair, we will replace the entire device. With Protection Plus, your workers experience minimal disruption, and your IT staff doesn't get sidetracked with unexpected repairs. This helps you develop predictable budgets for entire projects without surprises.
- **Ultimate Care warranty.** Designed for organizations that operate in extremely challenging environments or wish to minimize risk for their mobile devices, this warranty offers the ultimate peace-of-mind coverage for unlimited device breakage. With Ultimate Care, you are covered for repairs (shipped overnight to and from our National Service Centers) or replacement of all major computer parts at no additional cost. This service can be customized to provide service-level guarantees for dead-on-arrival devices, help-desk waiting time, repair turnaround and even unit failure rates.

- **Global warranty.** With support for all TOUGHBOOK products in 180 countries around the world, this warranty protects your devices. In addition, a Global warranty covers all freight and duties for international shipments and provides service-level agreements (SLAs) for guaranteed turnaround times. When combined with Ultimate Care, your organization can eliminate the need to set up financial arrangements with international service centers. This helps avoid potential delays of overseas purchase orders or the requirement to pay via credit card for out-of-warranty repairs.
- **Smart Battery warranty.** One of the most common sources of downtime (and frustration) for field workers is a drained battery. Our Smart Battery warranty monitors battery capacity so you are prepared to switch it out when you need to, eliminating overnight emergency replacements and keeping workers productive with fresh, new batteries.
- **Hard Drive No Return warranty.** If your security policies dictate that you cannot return a hard drive for repair or replacement, you can keep your faulty drive and Panasonic will send you a replacement unit. You maintain complete control of your sensitive data at all times, as well as compliance with CJIS or HIPAA requirements.

SPECIALIZED REPAIR SERVICES

- **24-Hour Hot Swap exchange.** Get overnight delivery of a TOUGHBOOK laptop, tablet or handheld if a unit fails. Instead of waiting for a repair, you're immediately sent a device from an inventory of customer-owned, pre-imaged computers stored at our National Service Centers. Meanwhile, you send your damaged unit to Panasonic; we then repair it and place it back into your on-demand inventory.
- **Onsite service.** When you just can't send a computer to our National Service Centers, we can send Panasonic-certified technicians to your location to perform repairs onsite.

KEEP YOUR MOBILE WORKERS PRODUCTIVE AND YOUR MOBILE SOLUTION COSTS LOW WITH PANASONIC PROSERVICES.

**Find out more by talking to your
Account Manager, your Reseller or
one of our ProServices experts.**

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proservices@us.panasonic.com

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STANDARD WARRANTY



PANASONIC MOBILITY PRODUCTS WORLDWIDE WARRANTIES

Every Panasonic mobile computer comes standard with one of the industry's most comprehensive warranties. This document details the Standard Warranty that comes with each Toughbook® laptop, tablet and handheld device from Panasonic.

LIMITED WARRANTY—HARDWARE

PSCNA, referred to hereinafter as "Panasonic," will repair the computer products listed below ("Product(s)") with new or rebuilt parts, free of charge in a Global Panasonic-designated service location or Panasonic Authorized Service Center for the period specified below from the date of original purchase in the event of a defect in materials or workmanship. These warranties are extended solely to the original purchaser. A purchase receipt or other proof of date of original purchase will be required before warranty performance is rendered.

- **Laptop PC** (CF-##)—3 years
- **Ultra-Mobile** (CF-U#/CF-H# Series)—3 years
- **Tablet PC/Handheld** (FZ-##/JT-##)—3 years

ORIGINAL BATTERY WARRANTY

Batteries supplied with the product are covered under the warranty for one (1) year from date of purchase. Batteries purchased separately are covered under the warranty for one (1) year from the date of purchase. A replacement battery furnished under the product warranty is covered for the remaining period of the one-year warranty on the original or purchased battery.

OPTIONS AND ACCESSORIES WARRANTIES

The below-listed Panasonic-brand or supplied options and accessories are covered under this limited warranty for the period specified from the date of purchase or as specifically stated:

- **AC Adapter/Power Cord**—3 years
- **Memory Expansion Card**
(Panasonic Brand)—3 years

- **Car Mount—Docking Station PCB or Vehicle Docking Station**—3 years
- **Desktop Port Replicator, I/O Box, Docking Cradle (like CF-U1)**—3 years
- **Antenna Pass-Through Cable**—3 years
- **Backlit or Full-Sized Keyboard**—3 years or assumes warranty of the unit in which it is installed
- **Integrated Panasonic-supplied options and kits including, but not limited to, Wireless Modems, Media Bay Drives (Floppy, CD, DVD, Combo), Camera, GPS, Bluetooth®, Smartcard Reader, Magnetic Card Reader, Barcode Scanner and Fingerprint Reader**—3 years or assume warranty period of the unit in which it is installed, provided the integration was performed by Panasonic or an Authorized Integrator
- **Hard Drive/Solid State Drive (Internal)**—3 years
- **Separately purchased 2nd Hard Drive**—1 year
- **External USB Drives (CD/DVD/Floppy/Hard Drive)**—1 year
- **Optional Battery**—1 year
- **Battery Charger/Multi-Bay Battery Charger**—1 year
- **Stylus Pens, Digitizer & Standard**—90 days (physical damage excluded)

WIRELESS MODULE WARRANTY

Panasonic-approved wireless modems installed in Panasonic-brand computers and integrated by Panasonic or an Authorized Panasonic Wireless Integrator are covered under the warranty for the remaining warranty period of the device in which the modem is installed. For devices with less than three (3) months remaining on the unit warranty, the wireless modem will be covered for a period of three (3) months from the date of installation of the modem, covering only modem replacement or modem installation-related issues. All modems must be approved by the wireless carrier prior to use.

STANDARD WARRANTY

PROSERVICES

Any use or attempted use of a wireless modem not approved and activated by the carrier for use on their network is strictly prohibited and is not sanctioned or warranted by Panasonic and may result in legal action. In addition, all modems must be approved by Panasonic as compatible with the device hardware before installation or use. Panasonic's sole responsibility for the warranty or technical support of the software required to install or operate the modem is defined in Section 2 (Limited Software Warranty).

Any attempted software installation by anyone other than a Panasonic Authorized Wireless Integrator is not covered under warranty and may result in service charges. Installation or attempted installation by any party other than Panasonic or an Authorized Panasonic Wireless Integrator is strictly not covered under the warranty and may void the computer warranty if damage results.

LIMITED WARRANTY EXCLUSIONS

Specifically excluded from the warranty are:

- All consumable items, such as screen protection films, logo badges, labels, cleaning cloths, carry cases, manuals, cables, straps, belts, holsters, tethers, harnesses, and any other options and accessories not listed above or covered under a separate warranty.
- The Warranty excludes three (3) or fewer faulty pixels on the LCD screen.
- Failures related to the product operating system, hard drive or solid-state drive image, software setup, software program, virus, other program(s) or file(s) on any drive or in any computer memory location.
- Failures due to BIOS settings or changes, as well as any cosmetic or physical damage to the unit.
- Any unit or device with a missing or altered model number or serial number label.
- Cosmetic damage or any damage which occurs in shipment.
- Failures which are caused by products not supplied by Panasonic.
- Failures which result from alteration, accident, misuse, introduction of liquid or other foreign matter into the unit, abuse, neglect, installation, maladjustment of consumer controls, improper maintenance or modification, or use not in accordance with product use instructions.
- Failures due to service by anyone other than a Panasonic Authorized Service Provider.
- Failures caused by improper installation of options or accessories or due to integration by any company other than Panasonic or a Panasonic Authorized Integrator.

- Damage, failure or loss due to the unit being stolen, lost, misplaced or used by anyone other than the original purchaser.
- Damage that is attributable to acts of God.
- Protection Plus and Ultimate Care warranty programs provide protection against accidental damage. Neither program is intended to provide product refurbishment due to normal wear and tear through normal use.
- Customers who have 20 or more units requiring service are required to contact Panasonic at 800.527.8675 and request Field Engineering assistance to coordinate higher volume repairs.

This limited warranty only covers failures due to defects in materials or workmanship which occur during normal use. If a unit is sent to a Panasonic Authorized Service Center and no hardware failure is found, the customer will be billed for labor to correct a software issue or reimage the applicable hard disk or solid-state drive, plus shipping and applicable administrative fees at the current rates set by the service provider.

THIS PRODUCT IS NOT INTENDED FOR USE AS OR PART OF NUCLEAR EQUIPMENT/SYSTEMS, AIR TRAFFIC CONTROL EQUIPMENT/SYSTEMS OR AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS.* PANASONIC WILL NOT BE RESPONSIBLE FOR ANY LIABILITY RESULTING FROM THE USE OF THIS PRODUCT ARISING OUT OF THE FOREGOING USES. *AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS include Class 2 Electronic Flight Bag (EFB) Systems and Class 1 EFB Systems when used during critical phases of flight (e.g., during take-off and landing) and/or mounted onto the aircraft. Class 1 EFB Systems and 2 EFB Systems are defined by Federal Aviation Administration (FAA) Advisory Circular (AC) 120-76A or Joint Aviation Authorities (JAA) Temporary Guidance Leaflet (TGL) No. 36.

OTHER LIMITS AND EXCLUSIONS

There are no other express warranties except as listed above. PANASONIC SHALL NOT BE LIABLE FOR LOSS OF DATA OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THIS PRODUCT, OR ARISING OUT OF ANY BREACH OF THIS WARRANTY. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE. Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state. For technical support or to arrange for service on your Panasonic computer product, call our toll-free hotline at 1.855.PSC.TECH (855.772.8324), option 1.

The Panasonic Standard Warranty can be extended to four (4) or five (5) years on all Toughbook® models: handhelds, tablets and laptops.

TOUGHBOOK®

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Ultimate Care Warranty

For organizations that operate in extremely challenging environments and for those that simply wish to minimize risk on their mobile computing devices, Panasonic's Ultimate Care Warranty offers TOUGHBOOK® customers true peace of mind. We know accidents happen, especially in mobile work settings, and with Ultimate Care, you are covered for repairs or replacement of all major computer parts at no additional cost.



The Ultimate Care Warranty provides comprehensive coverage for Panasonic TOUGHBOOK laptop, tablet, 2-in-1 and handheld devices, eliminating almost all potential for out-of-warranty repairs. This program may be purchased for periods of three years, four years or five years.



WHAT THE ULTIMATE CARE WARRANTY COVERS

Ultimate Care entitles the user to complete warranty coverage for hardware failures with a limitation only on intentional acts and on damage from events beyond human control (such as fire, flood, hurricane, tornado, loss and reported theft), which are capped at a maximum of 2% of the total deployment.

To eliminate unexpected costs and improve the logistics around warranty repairs, those units needing repair are shipped overnight at Panasonic's expense to and from our National Service Center. Covered devices that cannot be repaired are replaced with a new unit, which assumes the remainder of the Ultimate Care Warranty coverage and will be returned with the same model and serial number as the destroyed unit. Panasonic is proud to be one of the only OEM providers that offers our customers this service.

Furthermore, the Ultimate Care Warranty can be customized to provide a service-level guarantee for dead on arrival, help-desk call waiting time, turn-around time at the Panasonic National Service Center, and even annual unit failure rates.

With Ultimate Care, your workers experience minimal disruption, and your IT staff is not sidetracked with surprise repair costs. Additionally, your finance staff will be happy to know that they won't need to worry about funding unexpected repair costs (even for minor repairs) after deployment, helping them budget entire projects.

PRICING INFORMATION

Plan	Device	SKU	MSRP*
Three-Year Term	Laptop	CF-SVCLTUCNF3YR	\$ 365
	2-in-1	FZ-SVCTPUCNF3Y	\$ 390
	Handheld	FZ-SVTCHHUC3Y	\$ 255
Four-Year Term	Laptop	CF-SVCLTUCNF4Y	\$ 550
	2-in-1	FZ-SVCTPUCNF4Y	\$ 575
	Handheld	FZ-SVTCHHUC4Y	\$ 305
Five-Year Term	Laptop	CF-SVCLTUCNF5Y	\$ 850
	2-in-1	FZ-SVCTPUCNF5Y	\$ 875
	Handheld	FZ-SVTCHHUC5Y	\$ 350

*Specifications and prices are subject to change without notice.

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MOBILITY SOLUTIONS





PROTECTION PLUS PROGRAM

PANASONIC PROTECTION PLUS WARRANTY PROVIDES YOUR ORGANIZATION WITH ADDED PEACE OF MIND.

Mobile workers offer the ultimate stress test for rugged computers. In the real world, accidents happen and even the most rugged computer can be totally destroyed — accidentally dropped in the ocean, run over by a fork lift, shattered by a gurney — you name it, the challenges are there. That's why accidental damage programs are so important. The Protection Plus Program offers accidental damage protection to help protect your investment and keep your mobile workers productive in the most rugged environments.



SERVICE BENEFITS

- Covers repairs that result from accidental damage during regular use
- Provides peace-of-mind for your organization when accidental damage occurs
- Limits exposure to out of warranty repair costs
- Speeds up repair process by not having to get approval for out of warranty repairs

PRICING INFORMATION

Description	Toughbook SKU	SRP	Toughpad SKU	SRP
Protection Plus Year3	CF-SVCLTNF3YR	\$285	FZ-SVCTPNF3YR	\$315
Protection Plus 4 Year	CF-SVCLTNF4Y	\$500	FZ-SVCTPNF4Y	\$495
Protection Plus 5 Year	CF-SVCLTNF5Y	\$800	FZ-SVCTPNF5Y	\$750
APOS Protection Plus 4th year	CF-SVCLTNFAPOS1Y	\$400	FZ-SVCTPNFAPOSY4	\$400
APOS Protection Plus 5th year	CF-SVCLTNFAPOSY5	\$470	FZ-SVCTPNFAPOSY5	\$470
APOS Protection Plus 4 & 5th Year	CF-SVCLTNFAPOS2Y	\$675	FZ-SVCTPNFAPOS2Y	\$675

Items not covered include damage from intentional acts, fire, loss, theft, normal wear (cosmetic) not affecting functionality, improper maintenance, modification by anyone other than our National Service Center or a Panasonic Authorized Service Provider, and damage that is attributable to acts of God. All system components, except consumable items, are covered under this warranty. Consumable items include the battery, battery charger, stylus pens and printing on the keyboard. Panasonic may elect to repair or replace the damaged unit, at our discretion, with a model of equal or greater value. This warranty requires that a complete list of model numbers and serial numbers be submitted at the time of purchase.

MAXIMUM Benefit:

The maximum benefit for Protection Plus coverage is limited to one major failure per unit per year for the LCD, keyboard, hard drive and system board. If a complete unit needs to be replaced, a replacement unit will be provided. The replacement unit will assume the remaining Protection Plus warranty coverage purchased with the original unit. A complete unit replacement will be provided only once during the Protection Plus warranty period.

For full terms and conditions, visit <http://business.panasonic.com/support-computerstables-warranties>

FOR EVEN MORE COVERAGE, SUCH AS UNLIMITED COVERAGE FOR ACCIDENTAL DAMAGE, TAKE A LOOK AT THE PANASONIC ULTIMATE CARE PROGRAM.

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HARD DRIVE NO RETURN WARRANTY

KEEP DATA SECURE DURING REPAIRS.

Sensitive data on laptops and tablets needs to be secured at all times – even during repairs. If your security policies dictate that you cannot allow a hard drive to be returned for repair or replacement, then you need the Hard Drive No Return Warranty from Panasonic. When this coverage is activated, you are no longer required to send a hard drive back to the service center when it's being replaced. This means you keep the faulty hard drive when Panasonic sends out a replacement, allowing you to maintain full control of your sensitive data at all times.



SERVICE BENEFITS

- Ensure the security of sensitive data by keeping the hard drive.
- Simplify the technical support process for your users when they need a replacement hard drive.
- Reduce administrative costs associated with getting hard drive replacements to your users.

Available on all Toughbook® products (with the exception of the Toughbook 4K tablet and Toughpad® FZ-E1, FZ-X1, FZ-N1 and FZ-F1 models)

Select the appropriate part number based on hard drive (HDD) or solid-state drive (SSD). Available on models with customer-accessible hard drives.

PRICING INFORMATION

	Description	SKU	SRP
Toughbook	500GB HDD - HDD No Return Years 3/4/5	CF-SVCHDDNR3Y/4Y/5Y	\$65/\$90/\$115
	128GB SSD - HDD No Return Years 3/4/5	CF-SVC128SSD3Y/4Y/5Y	\$75/\$110/\$140
	256GB SSD - HDD No Return Years 3/4/5	CF-SVC256SSD3Y/4Y/5Y	\$90/\$140/\$195
	512GB SSD - HDD No Return Years 3/4/5	CF-SVC512SSD3Y/4Y/5Y	\$120/\$200/\$275
	1TB SSD Non return 3Y for Toughbook	CF-SVC1TBSSD3Y	\$175
Toughpad	128GB SSD - HD No Return Years 3/4/5	FZ-SVC128SSD3Y/4Y/5Y	\$75/\$110/\$140
	256GB SSD - HD No Return Years 3/4/5	FZ-SVC256SSD3Y/4Y/5Y	\$90/\$140/\$195
	512GB SSD - HD No Return Years 3/4/5	FZ-SVC512SSD3Y/4Y/5Y	\$120/\$200/\$275
	1TB SSD Non return 3Y for Toughpad	FZ-SVC1TBSSD3Y	\$175
The following training is needed when ordering Hard Drive No Return for Q2 models because of the complexity of removing the battery from the case. This is per-unit pricing:			
Toughpad	Q2 HDD Battery/SSD Self-Maintainer Training	FZ-SVCSMTQTAB	\$30



24-HOUR EXCHANGE

HOT SWAP HOT SPARE

OVERVIEW

Panasonic's 24-Hour Exchange Program provides next-business-day delivery of a customer-owned Toughbook® computer when a unit requires service. This service helps minimize downtime and maximize productivity.

SERVICE DESCRIPTION

Hot Swap

The Hot Swap program requires customer-owned Toughbook computers to be stored at the Panasonic National Service Center. All Toughbook computers stored will be configured to your organization's requirements and maintained with your current gold-disk image.

To ensure that your Hot Swap units are maintained with your current image, your organization may send an updated image to the Panasonic National Service Center as new applications are deployed to your users, or up to once per quarter. When you call the Panasonic Technical Support hotline, a representative will either resolve the problem over the phone or ship a Hot Swap for next-business-day delivery. With this service, Panasonic is committed to providing organizations with the support needed to stay productive.

Hot Spare

An enhancement to the Hot Swap program is the Hot Spare program. It works exactly the same as Hot Swap, but after the computer is repaired, it is returned to the end user. When the Hot Spare program is activated, the Panasonic National Service Center receives the damaged unit, issues a spare unit while the repairs are being made, and returns the original unit to the owner following service

completion. At the end of the process, the spare unit is returned to the service center and prepared for the next use.

Hot Spare is a valuable option when specific assets are assigned to specific users, and it helps ensure that the user maintains their assigned computer. It also reduces asset management hassles by not requiring the customer to switch computers or change serial numbers and entitlements.



SERVICE BENEFITS

- Reduces mobile support burden on IT resources
- Optimizes organizational and customer satisfaction levels
- Enhances user productivity by minimizing downtime when units are sent for service
- No shipping charges to or from the National Service Center within the United States

SERVICE PROCEDURES

- Your organization initiates a Hot Swap/Spare request by calling the Panasonic Technical Support hotline at 1-800-LAPTOP5, which is available 24 hours a day, 365 days a year.
- All requests received by 3 PM Eastern time, Monday through Friday, excluding federal holidays, will have a Hot Swap/Spare Toughbook® computer sent out for next-business-day arrival within the United States.
- Upon receipt of the Hot Swap/Spare unit, the customer will ship their original unit to the Panasonic National Service Center for repair.
- Hot Swap: After Panasonic receives your user's original unit, the National Service Center will repair the unit, reimage the hard drive and return it to your organization's Hot Swap inventory.
- Hot Spare: Panasonic will repair the unit and reimage the hard drive, and then return the unit to the user. The user would then send the loaner spare unit back to the inventory pool.

PRICING INFORMATION

Panasonic's 24-Hour Exchange Program must be purchased as part of the original Toughbook computer sale.

SKU	DESCRIPTION	PRICE
LAPTOP—HOT SWAP		
CF-SVCLTHS3YR	Hot Swap Management Program—Laptop—Customer-Owned Inventory (Years 1, 2 & 3)	\$100.00
CF-SVCLTHS4YR	Hot Swap Management Program—Laptop—Customer-Owned Inventory (Years 1, 2, 3 & 4)	\$135.00
CF-SVCLTHS5YR	Hot Swap Management Program—Laptop—Customer-Owned Inventory (Years 1, 2, 3, 4 & 5)	\$170.00
LAPTOP—HOT SPARE		
CF-SVCLTHSP3YR	Hot Spare Management Program—Laptop—Customer-Owned Inventory (Years 1, 2 & 3)	\$190.00
CF-SVCLTHSP4YR	Hot Spare Management Program—Laptop—Customer-Owned Inventory (Years 1, 2, 3 & 4)	\$260.00
CF-SVCLTHSP5YR	Hot Spare Management Program—Laptop—Customer-Owned Inventory (Years 1, 2, 3, 4 & 5)	\$300.00
TABLET—HOT SWAP		
FZ-SVCTPHS3YR	Hot Swap Management Program—Tablet PC—Customer-Owned Inventory (Years 1, 2 & 3)	\$100.00
FZ-SVCTPHS4YR	Hot Swap Management Program—Tablet PC—Customer-Owned Inventory (Years 1, 2, 3 & 4)	\$135.00
FZ-SVCTPHS5YR	Hot Swap Management Program—Tablet PC—Customer-Owned Inventory (Years 1, 2, 3, 4 & 5)	\$170.00
TABLET—HOT SPARE		
FZ-SVCTPHSP3YR	Hot Spare Management Program—Tablet PC—Customer-Owned Inventory (Years 1, 2 & 3)	\$200.00
FZ-SVCTPHSP4YR	Hot Spare Management Program—Tablet PC—Customer-Owned Inventory (Years 1, 2, 3 & 4)	\$270.00
FZ-SVCTPHSP5YR	Hot Spare Management Program—Tablet PC—Customer-Owned Inventory (Years 1, 2, 3, 4 & 5)	\$310.00

FOR EVEN MORE COVERAGE, SUCH AS UNLIMITED COVERAGE FOR ACCIDENTAL DAMAGE, TAKE A LOOK AT THE PANASONIC ULTIMATE CARE PROGRAM.

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Deployment Services—Windows Products

Panasonic Premier Deployment Services ensure your Toughbook devices arrive in field-ready condition—fully operational and ready to work.

From a rigorous system stress test to disk image management, our deployment services help take the load off your IT teams while providing peace of mind. Our team will work directly with you to provide a deployment solution specific to your needs.

PREMIER DEPLOYMENT SERVICES

48-Hour Testing & Burn In—This rigorous system stress test of all components makes certain that devices are completely functional and deployed with fully charged batteries.

Asset Tagging & Management—Asset tags are applied and recorded in a deployment report for entry into your asset management system.

Factory & Field Engineering Updates—Panasonic ensures that the latest factory updates are installed prior to deployment.

Disk Imaging & Management—Your images are cataloged and kept up to date as you make changes. As units come in for repair, we apply the latest images.

Warranty/Entitlement Reset—Start date is reset to deployment date for accurate coverage.

Deployment Report—The report is sent the day after deployment with all the necessary asset information.

Shipping—Ground shipping from our service center to one or more locations is included.

Post-Repair Reimaging—Any repair includes reimaging for the full term of Premier coverage.

Panasonic Service Portal—All client information is securely uploaded for easy online access to items such as online RMAs, entitlement dates and service reporting.



PANASONIC NATIONAL SERVICE CENTER

All deployments are managed through our advanced facility in Kansas City. Our experienced team of professionals have rolled out thousands of TOUGHBOOK computers every year for more than 17 years. A single point of contact helps answer questions and resolve issues quickly. The rigorous testing, Quality Assurance and attention to detail allows Panasonic to deliver consistency of unit configuration, and a promise of 100% on-time deployments with zero DOA units.* We welcome the opportunity to learn about your project so we can tailor deployment services to your requirements and provide maximum value.

*100% on-time deployments require adherence to product and image validation staging timelines in order to achieve on-time delivery. See program agreement for complete details.

DEPLOYMENT SERVICES — PRICING INFORMATION

PRODUCT	SKU	DESCRIPTION	MSRP
PREMIER (Windows®) Laptops & Tablets	CF-SVCPDEP3Y	TOUGHBOOK & TOUGHPAD® Premier Deployment [Years 1, 2, 3]	\$175
	CF-SVCPDEP4Y	TOUGHBOOK & TOUGHPAD® Premier Deployment [Years 1, 2, 3, 4]	\$200
	FZ-SVCHHFES5	TOUGHBOOK & TOUGHPAD® Premier Deployment [Years 1, 2, 3, 4,5]	\$220
PREMIER (Android™) Customer-hosted MDM environment Is a prerequisite.	FZ-SVCPMDM3Y	TOUGHPAD Premier MDM Deployment [Years 1, 2, 3]	\$175
	FZ-SVCPMDM4Y	TOUGHPAD Premier MDM Deployment [Years 1, 2, 3, 4]	\$200
	FZ-SVCPMDM5Y	TOUGHPAD Premier MDM Deployment [Years 1, 2, 3, 4, 5]	\$220
BRONZE Initial imaging, asset tagging and shipping	CF-SVCPDBRZ	TOUGHBOOK & TOUGHPAD Bronze Deployment	\$85
	FZ-SVCBRZMDM	TOUGHPAD Bronze MDM Deployment (Customer-hosted MDM environment is a prerequisite.)	\$85

PROSERVICES

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Android Productivity—Deployment

Android Productivity from Panasonic is a suite of Android tools, engineering support and services. These solutions are broken down into three project areas: Development, Deployment and Sustainment.

Deployment services target the provisioning and delivery of the best out-of-box experience for end users. Whether you are new to Android or an Android veteran, Panasonic offers these services to help get your user workflows and administrator capabilities transferred to Panasonic Android devices.

PRICING INFORMATION

EDGE: Zero Touch Deployment Service—

Onetime Upload—Upload initial device information to customer Zero Touch portal.

FZ-SVCHHZTDEPOT \$4.50

EDGE: Zero Touch Development Service—

Long Term—Upload initial device information and provide portal maintenance of model/serial data during break-fix activities for the warranty coverage period.

FZ-SVCHHZTDEPLT \$9

DEPLOYMENT

Panasonic Android Deployment Services ensure your TOUGHBOOK devices arrive in field-ready condition—fully operational and ready to work. From a rigorous system stress test to disk image management, these services help take the load off your IT teams while providing peace of mind. Our team will work directly with you to provide a deployment solution specific to your needs.

All Android deployments are managed through our advanced facility in Memphis. Our experienced team of professionals have rolled out thousands of TOUGHBOOK computers. A single point of contact helps answer questions and resolve issues quickly. The rigorous testing, quality assurance and attention to detail allows Panasonic to deliver consistency of unit configuration, and a promise of 100% on-time deployments with zero DOA units.* We welcome the opportunity to learn about your project so we can tailor deployment services to your requirements and provide maximum value.

*100% on-time deployments require adherence to product and image validation staging timelines in order to achieve on-time delivery. See program agreement for complete details.

Zero Touch Deployment Service provides high-volume, rapid delivery of bulk production ready devices using the customers existing portal.



COMPREHENSIVE ANDROID DEPLOYMENT

Deployment at the Panasonic National Service Center in Memphis includes single or dual SIM installation, SD card installation (customer provided), tether installation, battery charging, asset tagging, MDM enrollment, shipping and a comprehensive deployment report. Image Management (re-provisioning after repair) and shipping to multiple locations is also included.

Deployment—under 200 units	FZ-SVTCHHDEP	\$85
Deployment—over 200 units	FZ-SVTCHHDEP200	\$69
Deployment—over 500 units	FZ-SVTCHHDEP500	\$65
Deployment—over 1,000 units	FZ-SVTCHHDEP1000	\$60

BASIC (BRONZE) DEPLOYMENT

Same as the above Deployment service except Bronze does not include shipping to multiple locations and re-provisioning after repair.

BRONZE	FZ-SVTCHHBRZ	\$65
BRONZE—over 200	FZ-SVTCHHBRZ200	\$63
BRONZE—over 500	FZ-SVTCHHBRZ500	\$60
BRONZE—over 1,000	FZ-SVTCHHBRZ1000	\$55

ADDITIONAL DEPLOYMENT SERVICES

Kitting—An add on deployment service which includes delivery of up to 4 accessories or non-Panasonic hardware during project deployment.

SKU: FZ-SVTCHHKIT4 \$50

Wireless Activation—An add on deployment service which allows wireless SIM installation and activation during deployment services.

SKU: FZ-SVTCHHWA \$30

Project Storage Service—An add on deployment service which allows staging and storage of devices and accessories in advance of production delivery timeline including storage of one pallet per month.

SKU: FZ-SVTCHHSTORAGE \$75

Additional Configuration—An add on deployment service which provides unique configuration services outside of mainstream requirements including up to 15 minutes of hands-on configuration per unit.

SKU: FZ-SVTCHHCONFIG \$35

Laser Etching Setup—A One-time setup charge for a laser etching per project.

SKU: FZ-SVTCHHLESETUP \$1,025

Laser Etching Per Unit—Laser etching fee per unit.

Must be sold with Laser Etching Setup (FZ-SVTCHHLESETUP)

SKU: FZ-SVTCHHLEETCH \$16

Green Shipping Option—Custom box for bulk deployment of quantities up to 20 units per shipment for FZ-N1, FZ-T1, FZ-L1 and A3.

Note that the above services are delivered at deployment. These Additional Deployment Services must be sold with a deployment SKU.

ANDROID ENGINEERING DEPLOYMENT SERVICES

Rapid Application Development Platform (RAD)—The Rapid Application Development Platform eliminates downtime and offers a complete out-of-the box solution. RAD is a development platform to rapidly develop, test, deploy and manage your enterprise software on mobile devices and accelerate Android deployment projects. It encompasses all the necessary tools to design, build & deploy your custom applications including MDM features for managing/securing devices across service providers and OS systems.

MSRP: Cost is TBD with completion of SOW

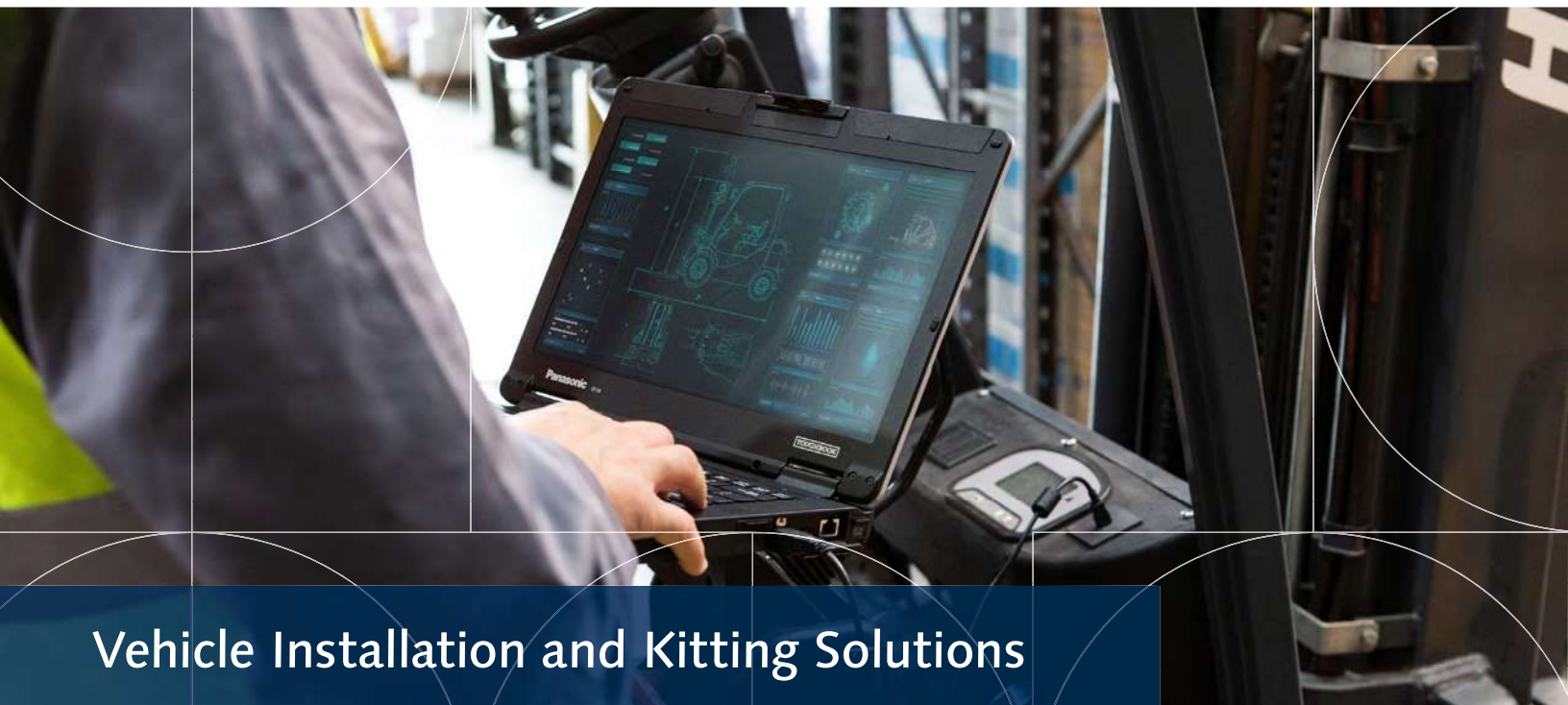
Android Zero Touch Engineering Development Service—EDGE: Panasonic Certified TOUGHBOOK Android Device Zero Touch Provisioning Service. This limited engagement professional engineering service will provide collaboration between TOUGHBOOK engineering resources and TOUGHBOOK end users who desire assistance with creation of an Android provisioning package. The final provisioning package is machine specific and includes end user customization defined within a customer specific CDD, and prepares an end user for provisioning as part of Panasonic Deployment Services.

FZ-SVCHHFESIMGB MSRP \$5600

PROSERVICES

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Vehicle Installation and Kitting Solutions

Going beyond the hardware sale to deliver innovative, safe and reliable laptop, tablet and handheld vehicle installations is just another way Panasonic provides customers with comprehensive business solutions.

Understanding that no two businesses are the same, our team of experts will work with you to develop the ideal in-vehicle installation solution that fits your unique requirements and goals. Panasonic's nationwide team of installers leverage their extensive product specialization and industry knowledge to deliver meticulous and timely service. With years of experience and thousands of deployments under their belts, our certified technicians can help architect innovative ways to implement and use our products as part of an overall robust, supportable and serviceable solution.

INSTALLATION SOLUTIONS INCLUDE:

- Mobile solution engineering
- Custom mounting solutions
- Project and site coordination management
- Installation design and engineering
- Vehicle audits
- Upgrades, deinstalls and reinstalls

PROSERVICES

CHALLENGE

-  Eighteen percent of crashes in which someone was injured involved distracted driving.
-  Unsecured mobile devices can cause driver injury in the event of a sudden stop or accident.
-  Exposed and loose cables pose a fire risk.
-  An improper power solution will drain the vehicle battery, leaving the worker stranded.
-  Consumer-grade GPS and wireless solutions represent missed opportunities to increase worker productivity.

SOLUTION

-  Motion-locking software can prevent device use while the vehicle is in motion.
-  Crash-tested and certified mounting hardware will maintain driver safety.
-  A certified installation will include proper wire sheathing.
-  Certified installers will assess the optimal battery and shutdown timer configuration for in-vehicle components.
-  Integrated enterprise-grade hardware and software increase efficiency on the road.

MOBILITY SOLUTIONS



KEEPING YOUR MOBILE WORKFORCE PRODUCTIVE

The logistics of deploying a mobility solution can consume valuable time, resources and finances. Purchasing and implementing vehicle mounting solutions with in-house resources is expensive. It can cost roughly \$200 or more per vehicle, including procurement, receiving/confirmation, staging, storage and accounting. And that doesn't include mistakes, such as ordering the wrong part or leaving off a critical component on the bill of materials.

Here are five more reasons to use Panasonic's ProServices when outfitting your mobile workforce:

- 1. Superior engineering.** Get it right the first time, every time. Leverage the Panasonic installation experts to get the right solution for your team. This team is committed to creating well-engineered, ergonomic, safe and reliable solutions, while taking the guesswork out of the equipment and parts selection.
- 2. Lighten the load.** Take the pressure off procurement and put it on Panasonic. Deploying mobile devices in a fleet takes a significant amount of resources and time. It means you're working with multiple suppliers to identify the 35 or more components needed for safe in-vehicle installation. Sometimes it even requires managing the custom engineering of parts, and you may not have the time or desire to take on these responsibilities. Our installation kitting team will handle the task from start to finish and ensure consistency across the fleet.
- 3. Peace of mind.** Each Panasonic Installation Kit rolls in with a three-year warranty on the components, as well as detailed installation guides and a help desk number to call with questions and for support. We've got you covered when it comes to, "Who do you call?"
- 4. Logistics.** Project management, kitting, staging and shipping are included in the Panasonic Installation Kit solution. This means you have a team supporting your rollout schedule to make sure everything is done on time and on budget.
- 5. Easy ordering.** The icing on the cake is the way Panasonic bundles customer-specific kits into an easy-to-order SKU that includes all the components, warranty, help desk and shipping. Each kit is SKUed up and ordered through the Panasonic reseller channel, just like our TOUGHBOOK devices.

Using professional installation engineering and kitting services for deployment of in-vehicle solutions can save you at least 25 percent in time and money.



Panasonic is the leader in rugged mobile technology, with that comes the responsibility to ensure that rugged, reliable solutions are available for all types of vehicles in the highly mobile arena. We look forward to learning about your mobile challenges and working with you to develop solutions that exceed your expectations and keep your workforce connected.

PROSERVICES

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TOUGHBOOK FZ-55 Multiport USB Kit Solution

A proven system to expand available USB Ports for the TOUGHBOOK® FZ-55. Flexible and rugged vehicle mounting system allows Public Sector clients to have a safe and secure way to use, lock, charge, and store their TOUGHBOOK FZ-55.



End user safety and ergonomics are key when mounting a TOUGHBOOK FZ-55 inside a vehicle. Using this criteria as a focus, Panasonic has engineered an installation kit that expands the amount of USB ports available while providing a secure mounting point for the USB hub and power supply. The kit includes either a Havis or Gamber-Johnson dock, mounting plate, multi-port USB hub, power supply and has an accommodation for a conspicuous emergency button.

The kit also includes a 3-year warranty on all hardware installed as per installation instruction in the vehicle.



VEHICLE INSTALLATION SOLUTION BY PANASONIC

The solution is aimed at saving Public Sector clients time and money through handling all the logistics surrounding procuring, preassembly, kitting and staging for FZ-55 installation kits.

Panasonic Solution Kit Additional Information

- **Panasonic FZ-55 laptop dock** — Certified Panasonic dock for maximum safety.
- **Mounting plate** — Attaches dock to pedestal/motion attachment and offers NS accommodation for conspicuous emergency button (push button not included).
- **4-port USB 3.0 hub** — Provides additional USB ports for printers, barcode scanners, MiFi dongles, etc.
- **Rugged vehicle power supply** — Reliable, durable power supply with bare-wire lead.
- **Solution kit** — All components are preassembled and kitted into one box.



HAVIS SOLUTIONS

SKU: ST-DEPIN55HV2USB

Description: TOUGHBOOK 55 Havis Dual-Pass Dock with USB Hub kit — Package includes TOUGHBOOK 55 Havis dual pass-through dock with screen support, mounting plate with 4-port USB 3.0 hub and a Panasonic rugged vehicle power supply for the TOUGHBOOK 55. All components are preassembled and kitted in one box. Ground shipping is included.

MSRP: \$1,825

SKU: ST-DEPIN55HV0USB

Description: TOUGHBOOK 55 Havis No-Pass Dock with USB Hub kit — Package includes TOUGHBOOK 55 Havis no pass-through dock with screen support, mounting plate with 4-port USB 3.0 hub and a Panasonic rugged vehicle power supply for the TOUGHBOOK 55. All components are preassembled and kitted in one box. Ground shipping is included.

MSRP: \$1,635

GAMBER-JOHNSON SOLUTIONS

SKU: ST-DEPIN55GJ2USB

Description: TOUGHBOOK 55 Gamber-Johnson Dual-Pass Dock with USB Hub kit — Package includes TOUGHBOOK 55 Gamber-Johnson dual pass-through dock with screen support, mounting plate with 4-port USB 3.0 hub and a Panasonic rugged vehicle power supply for the TOUGHBOOK 55. All components are preassembled and kitted in one box. Ground shipping is included.

MSRP: \$1,825

SKU: ST-DEPIN55GJ0USB

Description: TOUGHBOOK 55 Gamber-Johnson No-Pass Dock with USB Hub kit — Package includes TOUGHBOOK 55 Gamber-Johnson no pass-through dock with screen support, mounting plate with 4-port USB 3.0 hub and a Panasonic rugged vehicle power supply for the TOUGHBOOK 55. All components are preassembled and kitted in one box. Ground shipping is included.

MSRP: \$1,635

PROSERVICES

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City of Tucson

License Certificate

Business Name and Mailing Address:

PANASONIC CORPORATION OF NORTH AMERICA
ATTN: TAX DEPT
2 RIVERFRONT PLZ FL 11
NEWARK NJ 07102

License Number: 0109967

Type:

Issue Date: January 08, 2022

Expiration Date: December 31, 2022

Owner:

PANASONIC CORPORATION OF NORTH AMERICA

This license / permit is **non-transferable** and must be posted
in a conspicuous place at the business location.

**THE ISSUANCE OF THIS LICENSE / PERMIT SHALL
NOT BE CONSTRUED AS PERMISSION TO OPERATE
IN VIOLATION OF ANY LAW OR REGULATION.**

FOLD HERE

CITY OF TUCSON, ARIZONA

LICENSE SECTION

Expiration Date: December 31, 2022



Non-Transferable

0109967

**MUST BE DISPLAYED IN
A CONSPICUOUS PLACE**

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson.

Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to
revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: PANASONIC CORPORATION OF NORTH AMERICA

Located At: 2 RIVERFRONT PLZ FL 11, NEWARK, NJ
07102

Effective: January 01, 2022

Please refer to license number in all correspondence.

By

Director, Business Services

Response to City of Tucson Request for Proposal 226017 for Mobile Computing Solutions
Response to Exhibit A – OMNIA Partners Contract

Exhibit A

Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The City of Tucson, AZ (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Mobile Computing Solutions. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

Response to City of Tucson Request for Proposal 226017 for Mobile Computing Solutions
Response to Exhibit A – OMNIA Partners Contract

Panasonic Connect Comment: Please ensure that the final agreement reflects the use of resellers in all transactions such as purchase orders, invoices, payments, etc., with the participating public agency.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

Response to City of Tucson Request for Proposal 226017 for Mobile Computing Solutions
Response to Exhibit A – OMNIA Partners Contract

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

1.3

Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$8 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

Response to City of Tucson Request for Proposal 226017 for Mobile Computing Solutions
Response to Exhibit A – OMNIA Partners Contract

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

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Response to Exhibit A – OMNIA Partners Contract

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.

Panasonic Connect North America is a Division of Panasonic Corporation of North America (PNA) based in Newark, NJ, which is a wholly owned subsidiary of the Japan-based Panasonic Corporation.

Panasonic manufactures electronics for many industries. Panasonic Corporation of North America is responsible for Panasonic's branding, marketing, sales, service, product development, and R&D operations in the United States and Canada. Panasonic Connect North America provides these functions for Panasonic's TOUGHBOOK® computer devices, video displays and projector systems, professional audio video solutions, food locker

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Response to Exhibit A – OMNIA Partners Contract

solutions, digital signage, and factory automation (robotic welding) product lines, most of which are proposed for this contract.

Panasonic was established in 1918 by its founder, Konosuke Matsushita, and has been committed to the progress and development of society and the well-being of people through its business activities, thereby enhancing the quality of life throughout the world. Panasonic is over 100 years old and intends to be around for at least another 150 more (yes, we actually have a plan for that far out!). We are committed to building sturdy, reliable, dependable products and to turning requests and orders around quickly and with integrity.

For more information about Panasonic's history, please visit

<https://holdings.panasonic/global/corporate/about/history.html>

Panasonic Connect currently has direct procurement contracts and or state participating addendums with 46 lead agencies.

B. Total number and location of salespersons employed by Supplier.

*Panasonic Connect has over **80 sales associates** who support our Panasonic Authorized Resellers and their customers involved with proposed product lines, as well as the state and local public sector customer-base (police, sheriff, fire, ems, education, etc.). Our sales associates are located **across the nation**, in or near the territory they support to ensure timely response.*

C. Number and location of support centers (if applicable) and location of corporate office.

Panasonic Connect, a division of Panasonic Corporation of North America, is located at the headquarters of Panasonic Corporation of North America in Newark, New Jersey.

Panasonic Connect has two ProServices support centers, both centrally located. One is in Kansas City, Kansas, and the other is in Memphis, Tennessee.

Our sales organization and field engineers, intentionally stationed in territories across the country, are close by to quickly assist their territory's Panasonic Authorized Resellers and customers.

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D. Annual sales for the three previous fiscal years.

Annual sales for each fiscal year ending March 31st for Panasonic Corporation (global) are:



For additional information, please refer to Panasonic Corporation's (global) Financial Summary included with the requested documentation file uploaded to the OpenGov system along with our proposal.

a. Submit FEIN and Dunn & Bradstreet report.

The FEIN for Panasonic Corporation of North America is 36-2786846.

Please see the latest Dunn & Bradstreet report for Panasonic Corporation N.A. uploaded as a separate file on the OpenGov system.

E. Describe any green or environmental initiatives or policies.

Panasonic Corporation's Environmental Statement

Fully aware that humankind has a special responsibility to respect and preserve the delicate balance of nature, we at Panasonic acknowledge our obligation to maintain and nurture the ecology of this planet. Accordingly, we pledge ourselves to the prudent, sustainable use of the earth's resources and the protection of the natural environment while we strive to fulfill our corporate mission of contributing to enhanced prosperity for all.

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Panasonic Corporation's Environmental Action Guideline

Toward achieving a sustainable society, we will strive to develop our business through the creation of environmental value. For this purpose, we will address environmental challenges through our business activities and will expand our environmental initiatives based on collaboration with stakeholders.

(1) Initiatives to address environmental challenges

- We will reduce CO2 emissions through production activities and products/services.*
- We will work to efficiently use resources by pursuing Recycling-oriented Manufacturing.*
- We will conserve water resources through efficient use of water and prevention of contamination.*
- We will reduce the impact of chemical substances on human health and the environment.*
- We will consider and conserve biodiversity.*

(2) Initiatives based on collaboration with stakeholders

- We will provide products and services that create environmental value for customers with our technical strengths.*
- We will expand our environmental contributions with our partner companies.*
- We will deepen communications with local communities and work as a team to address environmental challenges.*

- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Panasonic Corporation's first Basic Business Principle is "Contribution to Society," which was established by our company's founder, Kōnosuke Matsushita, over 100 years ago. Mr. Matsushita stated, "we will devote ourselves to the progress and development of society and the well-being of people through our business activities, thereby enhancing the quality of life throughout the world."

*As a result of this deep and long-lasting company culture, social impact is part of our DNA. It shows up in many ways across the organization, from the work of the **Panasonic Foundation** and our **Office of Social Impact**, to Panasonic's **Supplier Diversity Program**.*

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COMMUNITY INCLUSION

“Education is one of the most important drivers of economic development and growth”

The Panasonic Foundation was created in 1984 by the Matsushita Electric Corporation of America (now known as Panasonic) as a gesture of thanks to the United States and as a way of contributing to American society. From its beginning, the Foundation’s mission has been to advance an equity agenda for the improvement of PreK–12 public education in the United States. For the past three decades, the Panasonic Foundation has been rooted in supporting equity & educational excellence for all students by investing in systemic change and capacity building requiring a top-down approach, with the vision of increasing educational opportunities for students to succeed in the global 21st century.

Education is proven to foster economic development and reduce economic disparities. Today more than ever, education is, and must be, the great equalizer. We now live in a world where the jobs of the future will require more than “basic skills.” By 2030, two-thirds of the fastest growing industries will require a postsecondary credential or degree. We know that far too many students are not being prepared for a post-secondary education and for success in the global workforce. Challenges in our U.S. educational system persist, especially for low-income and minority students. Therefore, Panasonic is focused on closing the access and opportunity gap to alleviate educational inequities by providing Title I schools (schools with large concentrations of poverty) with quality STEAM programming.

WORKFORCE DIVERSITY

At Panasonic, we believe that it is essential to create an organizational culture in which all individual employees can fully deploy their talents regardless of age, gender, or nationality. Thus, we regard the promotion of diversity as a crucial part of our business strategy, provide a broad range of opportunities for anyone with ability and ambition, and actively strive to create a rewarding work environment.

In fiscal 2011, Panasonic developed and implemented our Global Diversity Policy, which states that Panasonic is a collection of people with various backgrounds and diverse traits in terms of gender, age, race, belief, religion, nationality, sexual orientation, and gender identity. Each person has various differences and ideas. By sharing these ideas across countries and business areas, we can create more innovative values. Panasonic Corporation of North America is committed to building and maintaining a workforce as diverse as the communities we serve.

The Panasonic DEI Employee Council working with PNA’s Office of Social Impact was created to help foster an inclusive environment that allows employees to feel valued and empowered. Its mission is to create a workplace that attracts and retains top talent and values diverse thoughts and experiences to support the strategies and actions around Diversity, Equity, and Inclusion at Panasonic.

The Diversity & Inclusion (D&I) Program at Panasonic Corporation of North America includes Business Impact Groups, which include Rise (supporting women), Veterans Group, PRISM (supporting LGBTQ), and Level Up

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(Millennials) launched in 2019. In June 2020, we launched a new Business Impact Group called the BLAAC (Black, Latino, African American, and Caribbean) Employee Network.



These groups are just one way that we support the recruitment, retention, and internal advancement of a diverse workforce. Our efforts in inclusion and diversity have led us to receive many awards including:



**Women Engineer Magazine
Top 50 Employers for
2018 & 2020**



**STEM Workplace Diversity Magazine
Top 50 Employers for
2018**



**Minority Engineer Magazine
Top 50 Employers for
2018**

At Panasonic North America, Equity and Inclusion is at the heart of our talent acquisition strategy. 37% of our overall management team is from historically underrepresented groups and 29% of our leadership in North America is female, with this number continuing to increase year-over-year. Additionally, as of June 2020, individuals with disabilities represented 2.35% of the Panasonic Corporation workforce globally.

SUPPLIER DIVERSITY

Panasonic Connect's TOUGHBOOK products are used by many federal and state government agencies that encourage the utilization of small, diverse, minority, and veteran-owned resellers to be a part of our channel model. This initiative led to the creation of PNA's Supplier Diversity Program.

Panasonic's Supplier Diversity Program was established to ensure Small Businesses are offered the maximum opportunities to establish ongoing business relationships with us. And while PNA has always welcomed small and diverse suppliers who can add value to our organization, we're happy to have a program that focuses on these high-quality small and diverse service providers.

RESELLER DIVERSITY

Panasonic Connect currently has no mechanism to collect and analyze data on the diversity of its channel partners. However, with diversity, equity, and inclusion now high priorities for the company, it is assessing ways to measure the diversity of its channel and ensure that its partners represent the diversity of its customer base and the population in general.

In the listing of the Panasonic Authorized Resellers approved to sell off this contract, we have noted those with special designations.

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G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Panasonic Connect has vetted and approved the following Authorized Resellers to sell off of the City of Tucson / OMNIA Partners cooperative agreement:

Academic Technologies

Located in Jackson, MS; Ridgeland, MS; Birmingham, AL

www.academictechinc.com

Christy Rogers

christy@academictechinc.com

703-501-9893

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Adwar Video
Located in Farmingdale, NY
www.adwarvideo.com
Pam Dandic, Office Manager
pam@adwarvideo.com
631-777-7070 x120

Pivot Technology Services Corp. d/b/a Computacenter
Servicing Texas, East Coast, Midwest United States
www.computacenter.com/us
Johanna Daily, Senior Financial Analyst
johanna.daily@computacenter.com
210-885-1969

CDS Office Technologies
Locations in Springfield IL (Corporate Headquarters), Bloomington IL, Champaign IL, Chicago IL, Davenport IA, Marion IL, Peoria IL, Quincy IL, St. Louis MO
www.cdsofficetech.com
Mark Gottlieb, Senior Account Manager
mgottlieb@cdsot.com
630-677-1315

Code 3 Technology
Located in Mesa, AZ
www.code3technology.com
Clay Jeppsen, President
clay@code3technology.com
480-888-6401

Diversified US
Headquartered in New Jersey with 35 offices nationwide
<https://onediversified.com>
Brad Thomas
bthomas@onediversified.com
866-447-1004

GovDirect (WOMEN OWNED)
www.govdirect.com
Located in Clearwater, Florida
Brian Robbins, Director of Public Sector Solutions
brobbins@govdirect.com
888-868-4431

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Law and Order Technology, LLC
Located in Fort Lauderdale, Florida, and Fuquay-Varina, North Carolina
www.lawandordertechnology.com
Rodney Spell, Vice President
rodney@lawandordertechnology.com
954-281-505

Lehr Auto
Sacramento CA, Pittsburg CA, Anaheim CA, Hayward CA, Reno NV, and Salem OR
www.lehrauto.com
Jim Stommel, President
jim@lehrauto.com
916-646-6676

Mobile Concepts Technology (MCT)
mobileconceptstech.com
Located in Phoenix, AZ, Denver, CO, Spartanburg, SC, Houston, TX
Aaron Bauer, Vice President of Business Development
abauer@mobileconceptstech.com
480-299-3166

Rugged Depot
Located in Spartanburg, SC and Houston, TX
www.ruggeddepot.com
Claes Adler
claes.adler@ruggeddepot.com
888-337-3007

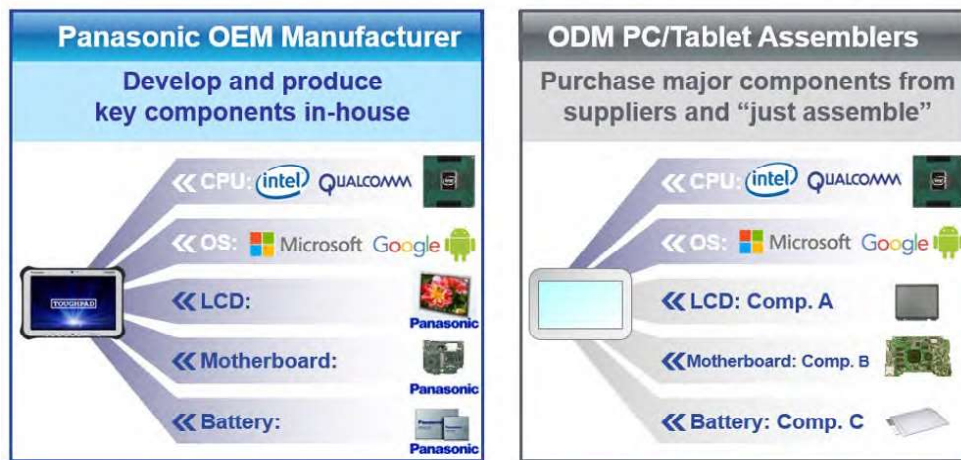
Route 1
Scottsdale, AZ
www.route1.com
Amy Wilbur
amy.wilbur@route1.com
561-314-9091 x4512

Turn-Key Mobile, Inc.
Based out of Jefferson City, Missouri, and servicing the states of Missouri, Kansas, Oklahoma, Arkansas, Mississippi, Texas, North and South Dakota.
www.turnkeymobile.com
Mike Southard, President
mike@turnkeymobile.com
573-893-9888

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I. Describe how supplier differentiates itself from its competitors.

Panasonic invented the rugged computing category in 1996 and continues to be the market leader in rugged computing. Why? Panasonic's manufacturing standards are unsurpassed. Unlike our competitors, Panasonic is one of the few remaining core OEM PC manufacturers, which means we still design and manufacture many key components in Panasonic TOUGHBOOK® laptop products.



While many manufactures claim to meet similar MIL-STD-810 testing standards, all rugged devices are simply not created equal. Panasonic can offer an agency a "Service Level Agreement" that commits to our reliability, low failure rates, and service & support based on the specific customer and the product(s) that they are using in their Panasonic solution. We proudly stand behind our 50+ years of research, design, and innovation.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Panasonic Connect North America has not been involved in any litigation, bankruptcy, or reorganization.

K. Felony Conviction Notice: Indicate if the supplier:

- a. is a publicly held corporation and this reporting requirement is not applicable;

Panasonic Connect North America is a division of Panasonic Corporation of North America, which is a wholly owned subsidiary of Panasonic Corporation, a publicly held corporation headquartered in Osaka, Japan. Panasonic Corporation is listed on the Tokyo Stock Exchange; our TSE Securities Code is 6752.

This reporting requirement is not applicable.

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- b. is not owned or operated by anyone who has been convicted of a felony; or

Not applicable to Panasonic.

- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Not applicable to Panasonic.

- L. Describe any debarment or suspension actions taken against supplier

Panasonic Connect North America has not been debarred or suspended.

3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Panasonic Connect is pleased to offer our TOUGHBOOK rugged computing devices (laptops, tablets, and handhelds) as well as supporting services and accessories, and other related technologies such as video display, projectors, professional audio video equipment, lecture capture equipment, and digital signage.

Please refer to the files included with our proposal entitled "Product Collateral" and "Services Collateral."

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

When an order is placed with a Panasonic Authorized Reseller, that order then passes to the Distributor and then to Panasonic Connect for manufacturing at a Panasonic-owned factory in either Japan or Taiwan (both countries are Trade Agreements Act (TAA) compliant). After manufacturing, TOUGHBOOK devices are flown to the United States on commercial transport and delivered to the appropriate service center. All TOUGHBOOK services (software configuration, deployment, repair, call center, warehousing, etc.) are performed at one of two U.S.-based Panasonic-owned ProServices Centers. TOUGHBOOK laptops and tablets are deployed from our Center in Kansas City, Kansas, and TOUGHBOOK handheld devices are deployed from at our Center in Memphis, Tennessee. Each facility is at least 25,000 square feet.

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After configuration, devices are shipped from the appropriate facility via FedEx 2nd day air to the customer-designated location – no matter where it may be (within law). However, if there are over 40 units in the order, then we palletize the devices and ship them via 3-5 day transport.

Deliveries will be made to the designated location, whether that is the agency's front desk or to an installation team; however, if palletized, the chosen reseller may need to receive the shipment and deliver devices to the customer's desk.

- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

All participating agencies may access either of two websites where the Pricing and the Terms of the OMNIA Partners Cooperative Agreement may be found:

<https://na.panasonic.com/us/government-contracts/national-ipa-contract>

and the OMNIA Partners Panasonic microsite:

<https://www.omniapartners.com/publicsector/suppliers/panasonic/overview>

These two websites provide contract details and pricing, which can be used to audit pricing and ensure compliance with the Master Agreement terms.

- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

The procuring agency's chosen Authorized Reseller will work with a Panasonic Distributor (usually Ingram Micro or Synnex) to place the order with Panasonic Connect North America. The order then will be sent to Panasonic Connect in Japan for manufacturing at one of two Japanese-owned factories in either Japan or Taiwan.

The manufactured devices will be flown on commercial airliners to the appropriate Panasonic-owned ProServices facility for final configuration and deployment. Devices are then shipped via Fed Ex or another major transport company to the designated delivery

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address. If installation is purchased via the Master Agreement, Mobile Mounts will be subcontracted to perform the installations, usually at the customer location.

- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

*All TOUGHBOOK services (software configuration, deployment, repair, call center, warehousing, etc.) are performed at **one of two** U.S.-based Panasonic-owned ProServices Centers. TOUGHBOOK laptops and tablets are deployed from our Center in **Kansas City, Kansas**, and TOUGHBOOK handheld devices are deployed from at our Center in **Memphis, Tennessee**. **Each facility is at least 25,000 square feet.***

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Panasonic's executive leadership is committed to the examination of customer needs and the development of new solutions addressing these needs. To this end, Panasonic is including new customer-focused solutions that are peripheral to our mobile computing technology. Within the first 10 days of award, Panasonic's sales leadership will announce the contract award and note OMNIA Partners as the initial contract vehicle offering these new solutions. The OMNIA Partners contract will be used as our first and primary go-to-market strategy for new ruggedized computers, peripheral equipment, and peripheral solutions for public agencies and universities across the country.

During the first 90 days of the contract, Panasonic will promote sales of the latest solutions and mobile computing and peripheral equipment/accessories across all public safety, K-12, and higher education verticals. In preparation, Panasonic's Contract Manager will train all sales team members and authorized contract resellers on the terms and conditions of the OMNIA Partners contract,

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products/solutions offered, and contract pricing. Panasonic's Contract Manager also will train resellers on the mandatory monthly reporting and administrative fee payment to ensure all sales are captured.

The Panasonic sales team, including inside sales team members, territory account managers, area sales representatives, and all selected resellers will be introduced to the OMNIA Partners sales teams, including those working in the K-12, higher education, and public sector verticals. All sales team members also will be registered as users of the OMNIA Partners Connect tool and trained on the use of this tool. Panasonic will use the Connect tool's search functionality to leverage key data to further progress leads.

During the first 90 days, Panasonic will use updated OMNIA Partners' participation lists for quick access to updated member information, which will be a critical component of our targeted marketing campaigns for each of the different verticals. Initial campaigns will focus on the recently introduced fully rugged TOUGHBOOK FZ-40 clamshell, as well as such peripherals as indoor and outdoor digital signage and our new lecture capture solutions. Using the Connect tool in conjunction with end-user agency participation lists, Panasonic will identify the largest target audience for these marketing efforts, pull key data points to support the selling cycle, and distill data for monitoring future improvements.

Panasonic's initial marketing campaigns will include a mix of social media, email drips, website links, case studies, microsite updates, and limited time promotional discounts.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

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- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

Panasonic Connect North America is pleased to provide a 90-day contract marketing and support plan that is designed specifically for the initiation and promotion of the new OMNIA Partners Mobile Computing Solutions contract. Working with our nationwide sales team and our designated authorized reseller partners, we can continue to build on this initial summary plan.

The Panasonic Connect sales and marketing teams, in collaboration with our designated authorized reseller partners and (where applicable) the OMNIA Partners Marketing representative(s), will compose and coordinate the following marketing campaigns:

- *Customized, co-branded flyers to promote the OMNIA Partners contract (see example below).*
- *Creation and distribution of an initial co-branded press release concerning contract award/availability and continuing contract advertisements to trade publications.*
- *Social media awareness campaigns directing customers to the Panasonic OMNIA Partners web portal and the OMNIA Partners Panasonic microsite to learn more about the contract and contact us if interested.*

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- *Call campaigns by Panasonic Authorized Resellers to reach out to customers to inform them of the contract and any promotions.*
- *Customer visits (in person and via teleconference) from Panasonic's Channel Managers and Territory Account Managers to evangelize the contract.*
- *Reseller partners outbound program to their customers.*
- *Webinars to educate and inform Panasonic resellers on how best to utilize the new OMNIA Partners contract.*
- *Conference calls and webinars to educate customers on the value proposition of the contract.*
- *Participate on Advisory Councils with customers to promote contract awareness.*
- *Offer demo units to customers for no-cost product evaluations, if applicable.*
- *Email campaign, blogs, and social media engagement by Panasonic Connect Channel Managers and Territory Account Managers.*
- *Case studies with specific end-user solutions.*

Similar to its current OMNIA Partners Mobile Computing Contract web page and the Panasonic microsite on the OMNIA Partners website, Panasonic's dedicated OMNIA Partners Mobile Computing Contract website for the new contract will include:

-  *OMNIA Partners standard logo*
-  *Copy of original Request for Proposal*
-  *Copy of OMNIA Partners master contract and all amendments between the Principal Procurement Agency (i.e., City of Tucson) and Panasonic Connect North America*
-  *Summary of products and pricing*
-  *Marketing materials*
-  *Electronic link to OMNIA Partners' website, including the online registration page*
-  *A dedicated toll-free number and email address for OMNIA Partners.*

In addition to this Panasonic-owned website, Panasonic Connect will work with OMNIA Partners to make available and maintain a microsite on the OMNIA Partners website.

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The Panasonic Connect sales/reseller and contracts teams also will attend/participate in local, regional, and national trade shows, including:

- State Technology Forums
- Digital Government Summits
- Government IT Symposiums
- LEIM
- CACP Annual Conference
- National Sheriffs (NSA)
- Police Security Expo (PSE)
- Fire Chiefs Summit
- CJIS Annual Training
- Fire Rescue (FRI)
- NIGP Annual Forum
- Urban Shield
- COPSWEST
- IACP



Leverage the Benefits of Panasonic TOUGHBOOK and Omnia Partners

PANASONIC ADVANTAGE

Ruggedness and reliability are standard for wireless mobile computing, and Panasonic's TOUGHBOOK computers, tablets and handhelds are built to perform in harsh conditions. Through its broad range of integrated business technology solutions, Panasonic empowers professionals to do their best work.

Customers in government, production, education and a wide variety of commercial enterprises, large and small, depend on Panasonic to reach their full potential, achieve a competitive advantage and improve results.

Panasonic is a major manufacturer that designs, builds and tests its devices and most components in its own factory. This allows Panasonic to control quality, consistency and parts availability every step of the way.

PANASONIC CONTRACT: #171725-01

Information Technology Contract Period:
Valid **October 10, 2022** – **October 9, 2024**

PRODUCT RANGE

- TOUGHBOOK laptops, tablets, 2-in-1s and handhelds
- TOUGHBOOK accessories
- Pro Displays
- Projectors
- ProAV Cameras, camcorders, and microphones
- Digital Signage
- Lecture Capture technology





BENEFITS OF PANASONIC AND OMNIA PARTNERS, PUBLIC SECTOR

- Discounted prices
- Highest quality procurement services
- Access to a full line of integrated technology solutions

WHO CAN BENEFIT

The Panasonic contract available through OMNIA Partners, Public Sector benefits: states, counties, cities and municipal agencies; public and private educational institutions; and nonprofit organizations.

For inquiries:

Jeanne.Smith@us.panasonic.com
Panasonic Connect Contracts Manager

OMNIA Partners, Public Sector is the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Our immense purchasing power and world-class suppliers have produced a comprehensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide.

Through the economies of scale created by OMNIA Partners, our participants now have access to an extensive portfolio of competitively solicited and publicly awarded agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education, and nonprofit organizations.



us.panasonic.com/publicsector | 1-888-245-6344

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MOBILITY SOLUTIONS



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- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners.

Panasonic Connect will always put the wants and needs of its customers first and foremost. When working with Public Agencies, Panasonic will offer the OMNIA Partners contract as an option, stressing the competitive solicitation/award, wide product line availability, ease of contract use, and availability of other products and services, if needed, through other OMNIA Partners contracts, pointing out how using the OMNIA Partners Master Agreement contract will help the agencies save time and money throughout the procurement process.

Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Below is a list showing Panasonic Connect's current cooperative contracts that we directly hold:

PANASONIC CONTRACTS	TYPE
NASPO ValuePoint Master Contract Lead State—Minnesota	National Cooperative
Alaska	State Participating Addendum (NASPO)
Arizona	State Participating Addendum (NASPO)
Arkansas	State Participating Addendum (NASPO)
California	State Participating Addendum (NASPO)
Colorado	State Participating Addendum (NASPO)
Connecticut	State Participating Addendum (NASPO)
Delaware	State Participating Addendum (NASPO)
Florida	State Participating Addendum (NASPO)
Hawaii	State Participating Addendum (NASPO)
Idaho	State Participating Addendum (NASPO)
Iowa	State Participating Addendum (NASPO)
Kentucky	State Participating Addendum (NASPO)
Louisiana	State Participating Addendum (NASPO)
Minnesota	State Participating Addendum (NASPO)
Missouri	State Participating Addendum (NASPO)
Montana	State Participating Addendum (NASPO)
Nebraska	State Participating Addendum (NASPO)
Nevada	State Participating Addendum (NASPO)
New Jersey	State Participating Addendum (NASPO)
New Mexico	State Participating Addendum (NASPO)
North Dakota	State Participating Addendum (NASPO)
Oklahoma	State Participating Addendum (NASPO)
South Carolina	State Participating Addendum (NASPO)

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PANASONIC CONTRACTS	TYPE
South Dakota	State Participating Addendum (NASPO)
Tennessee	State Participating Addendum (NASPO)
Utah	State Participating Addendum (NASPO)
Vermont	State Participating Addendum (NASPO)
Washington	State Participating Addendum (NASPO)
Wisconsin	State Participating Addendum (NASPO)
Mountain Brook (AL) Police Department	Local Participating Addendum (NASPO)
City of Glendale (AZ)	Local Participating Addendum (NASPO)
City of Goodyear (AZ)	Local Participating Addendum (NASPO)
City of Gainesville (FL)	Local Participating Addendum (NASPO)
Texas DIR	Cooperative
OMNIA Partners	National Cooperative
City of Phoenix (AZ)	Local OMNIA Partners piggyback agreement
County of Fresno (CA)	Local OMNIA Partners piggyback agreement
PEPPM	National Cooperative
TIPS	National Cooperative
Alabama	State Contract
Mississippi	State Contract
Georgia	State Contract
NY OGS Audio Visual	State Contract (also available to surrounding States)
NY OGS IT Umbrella	State Contract (also available to surrounding States)
North Carolina	State Contract

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Panasonic Connect acknowledges and agrees to provide its logo to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Panasonic Connect acknowledges that use of the OMNIA Partners logo will require permission for reproduction, as well.

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing

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- iii. No cost to participate
- iv. Non-exclusive

Panasonic Connect's Contracts Manager is very proactive in passing along leads from OMNIA Partners to our Panasonic Account Managers. New for this contract, Panasonic Connect recently created a Capture role that will also assist in the timely follow up of leads established by OMNIA Partners. This is in addition to frequent training that is given to the sales associates and resellers reminding them of how easy and convenient the program is for public agencies to take advantage of.

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts

Panasonic Connect confirms it trains and will continue to train its national sales force on the Master Agreement, at minimum in the areas stated above.

- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support

*Alex Nollmann
Director of Public Sector
Panasonic Connect, Mobility solutions
alexander.nollmann@us.panasonic.com
973-985-6846*

*Magnus McDermid
Senior Vice President, Sales
Panasonic Connect, Mobility Solutions
magnus.mcdermid@us.panaosnic.com
905-238-2261*

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ii. Marketing

Amila Abeysekera
Senior Marketing Specialist
Panasonic Connect
Amila.abeysekera@us.panasonic.com
862-236-0349

iii. Sales

The highlighted thirteen Panasonic Authorized Resellers (in Section H of this document) are currently on the OMNIA Partners contract and will be included on the new OMNIA contract. They are the primary contacts for all sales. If an agency would prefer to work with an Authorized Reseller that is not currently listed on the contract, the Panasonic Connect Contracts Manager will work with the City of Tucson and OMNIA Partners to determine if the desired reseller should be added to the contract.

iv. Sales Support

Panasonic Sales & Field Engineering Teams will support our Authorized Resellers in their selling activities. Please see the organization charts provided in a file uploaded to the OpenGov system with our proposal.

v. Financial Reporting

Authorized Resellers that sell off of the OMNIA Partners contract will provide the usage reports as requested or scheduled.

vi. Accounts Payable

Authorized Resellers handle all ordering, invoicing, and payment activity directly with the procuring agency.

vii. Contracts

Jeanne Smith
Senior Contracts Manager – Public Sector and Education
Panasonic Connect
Jeanne.smith@us.panasonic.com
862-763-1160

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- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Panasonic Connect's national sales force consists of over 80 roles, with the majority of those functioning as Account Managers. Account Managers report to one of five National Sales Managers. The other roles are inside sales and leadership roles. The two highest level people in the sales organization are:

*Alex Nollmann
Director of Public Sector
Panasonic Connect, Mobility solutions
alexander.nollmann@us.panasonic.com
973-985-6846*

*Magnus McDermid
Senior Vice President, Sales
Panasonic Connect, Mobility Solutions
magnus.mcdermid@us.panaosnic.com
905-238-2261*

Please refer to the sales organization charts provided in a file uploaded to the OpenGov system with our proposal for more contact information for Account Managers.

- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Panasonic Connect will encourage public sector agencies nationwide to piggyback off the OMNIA Partners contract to meet their rugged computer needs. The Panasonic Connect sales teams—including Panasonic Connect's own sales associates and our Authorized Resellers—will participate in OMNIA Partners contract training, including training offered through the OMNIA Connect tool to increase the contract knowledge and skills needed for success.

Additionally, Panasonic Connect will leverage its relationships with the OMNIA Partners sales team to prospect data available on user agencies across the country, including strategic public sector accounts, and will share information garnered through its own customer relationships with OMNIA Partners; this will benefit both groups, expanding the use of not only Panasonic Connect's contract, but the larger OMNIA Partners contract offering. Working strategically with the OMNIA Partners Member Development team, Panasonic will develop relationships with and reach out to OMNIA Partners user agencies

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nationwide. In addition, Panasonic's marketing team will collaborate with the OMNIA Partners marketing team to drive awareness and use of the OMNIA Partners contract.

- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Panasonic Connect's Contracts Manager is responsible for the overall management of the national program throughout the term of the Master Agreement. In addition to updating price lists quarterly (or more often if there is a big update), overseeing the resellers monthly submission of usage reports, ensuring the two websites are kept up to date, and managing the approval process for Authorized Resellers to participate on the contract, the Contracts Manager works closely on a regular basis with both the Panasonic Marketing and OMNIA Marketing departments to develop and implement campaigns for new products and specials.

- K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Panasonic Connect had sales of over \$200 million to the public sector in the fiscal year ending March 31, 2022. Since Panasonic Connect sells exclusively through its Authorized Reseller Channel, we are not at liberty to disclose resellers' customer information so are unable to provide a list of our top public agency customers and contact information.

- L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Panasonic Connect is a build-to-order manufacturer. All orders are received from its Authorized Distributors who receive orders from Panasonic Authorized Resellers. Most resellers can receive orders by email or online. Some resellers even have the capacity to create custom websites for agencies so that on-line ordering, order tracking, and order history may be tracked easily.

Panasonic Connect provides two websites to support current contract with the City of Tucson and OMNIA Partners:

<https://na.panasonic.com/us/government-contracts/national-ipa-contract>

and the OMNIA Partners microsite:

<https://www.omniapartners.com/publicsector/suppliers/panasonic/overview>

These two websites provide contract details and pricing used for the Master Agreement.

Response to City of Tucson Request for Proposal 226017 for Mobile Computing Solutions
Response to Exhibit A – OMNIA Partners Contract

Additionally, for technical data, documentation, and the TOUGHBOOK configurator, please visit: <https://na.panasonic.com/us/computers-tablets-handhelds>

And if desired, Panasonic Connect also offers a Service Gateway that allows an agency to manage assets. Please refer to the brochure with the "Services Collateral" file uploaded to the OpenGov system with our proposal.

- M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ Guarantee Not Available.00 in year one

\$ Guarantee Not Available.00 in year two

\$ Guarantee Not Available.00 in year three

Panasonic Connect cannot guarantee contract sales. Per the response to questions asked, the City of Tucson stated guaranteed sales are not a requirement of its RFP.

Panasonic Connect (formerly known as Panasonic System Solutions Company) has had the following annual sales through its OMNIA Partners contract for the last 6 years:

OMNIA Partners Contract 171725-01 Sales



Due to Covid lockdowns and supply chain issues, sales began to fall off in 2020, and dramatically affected 2021 sales.

Response to City of Tucson Request for Proposal 226017 for Mobile Computing Solutions
Response to Exhibit A – OMNIA Partners Contract

Panasonic Connect is looking forward to improving sales moving forward as supply chain issues are resolved. So far in 2022, we have already begun to see an increase in contract sales and will continue to work with the OMNIA Partners team on the strategic inclusion of additional products and solutions in line with the scope of the new contract as they become available. These new items are being developed to address customer needs uncovered in discussions with public sector customers / potential customers.

Although past performance does guarantee future results, Panasonic Connect looks forward to once again averaging at least \$8 million in annual sales for this particular contract.

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Panasonic Connect cannot agree to these terms. Panasonic Connect cannot guarantee contract sales and will only commit to paying an administrative fee that is calculated based only on actual Contract Sales.

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Response to City of Tucson Request for Proposal 226017 for Mobile Computing Solutions
Response to Exhibit A – OMNIA Partners Contract

Panasonic Connect recognizes and agrees that all four scenarios listed above are possible. In the event that a public agency issues its own solicitation, we strongly encourage our resellers include in their response a descriptions of the benefits of the Omnia Partners Master Agreement and to offer pricing based off the Master Agreement (with additional discounts authorized if competitively necessitated or to incent behavior). This allows the agency to be aware of their procurement options, which may establish an easier procurement in response to the solicitation as well as set precedent for future purchases that may avoid the solicitation process.

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Panasonic Connect North America, Division of Panasonic Corporation of North America

Organization Address: Two Riverfront Plaza, 9th Floor, Newark, NJ 07102-5790

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Not Applicable to Panasonic Corporation	

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

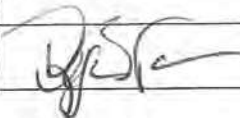
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
Not Applicable to Panasonic Corporation	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Not Applicable to Panasonic Corporation	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **City of Tucson (a municipal corporation in the State of Arizona)** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **City of Tucson** to notify the **City of Tucson** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **City of Tucson** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Regina Tokar	Title:	Vice President, Business Operations, Panasonic Connect N.A., Division of Panasonic Corporation of North America
Signature:		Date:	06/24/2022

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name:

Panasonic Connect North America, Division of Panasonic Corporation of North America

Street: Two Riverfront Plaza, 9th Floor

City, State, Zip Code: Newark, NJ 07102-5490

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

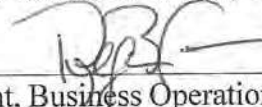
3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date


Vice President, Business Operations, Panasonic Connect N.A.
Authorized Signature and Title

Certification 25575

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2020** to **15-JUN-2023**

PANASONIC CORPORATION OF NORTH AMERICA
TWO RIVERFRONT PLAZA
NEWARK NJ 07102



Elizabeth M. Muoio

ELIZABETH MAHER MUOIO
State Treasurer

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

A. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Essex

SS:

I, Regina Tokar, residing in Somerset
(name of affiant) (name of municipality)

in the County of Somerset and State of Pennsylvania of full age, being duly sworn according to law on my oath depose and say that:

I am Vice President, Business Operations of the firm of Panasonic Connect North America,
(title or position) (name of firm)

Division of Panasonic Corporation of North America, the bidder making this Proposal for the bid
entitled, City of Tucson Request for Proposal 226017 Mobile Computing Solutions,
(title of bid proposal)

and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Tucson relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (Not Applicable).

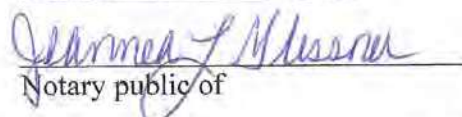
Subscribed and sworn to

before me this day


Signature

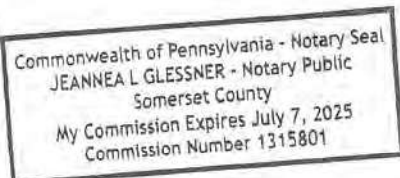
Regina Tokar
(Type or print name of affiant under signature)

June 24, 2022


Notary public of

My Commission expires 7-7-25

(Seal)



STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☒ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Not Applicable as no one owns 10% or more	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 24 day of June, 2022

(Notary Public)

My Commission expires: 7-7-25

Jeanne L. Glessner

Commonwealth of Pennsylvania - Notary Seal
 JEANNE L. GLESSNER - Notary Public
 Somerset County
 My Commission Expires July 7, 2025
 Commission Number 1315801

Regina Tokar

(Affiant)

Regina Tokar
 Vice President, Business Operations, Panasonic Connect N.A.
 (Print name & title of affiant)

(Corporate Seal)



Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE:

Request for Proposal 226017 for Mobile Computing Solutions

VENDOR NAME:

Panasonic Connect North America, Division of Panasonic Corporation of North America

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX



I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Regina B Tokar

Regina B Tokar (Jun 30, 2022 11:23 EDT)

Signature

06/30/2022

Date

Regina Tokar, Vice President, Business Operations - Panasonic Connect

Print Name and Title

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: PANASONIC CORPORATION OF NORTH AMERICA

Trade Name:

Address: TWO RIVERFRONT PLAZA
NEWARK, NJ 07102

Certificate Number: 1704875

Effective Date: March 27, 2012

Date of Issuance: June 03, 2022

For Office Use Only:

20220603112525329

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: **Regina Tokar**

Title: **Vice President, Business Operations – Panasonic Connect**

Signature: _____



Date: _____

06/24/2022

Certification 25575

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2020** to **15-JUN-2023**

PANASONIC CORPORATION OF NORTH AMERICA
TWO RIVERFRONT PLAZA
NEWARK NJ 07102



Elizabeth M. Muoio

ELIZABETH MAHER MUOIO
State Treasurer

DOC #9
MACBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: RFP 226017 for Mobile Computing Solutions VENDOR/BIDDER:
Panasonic Connect North America, Division of Panasonic Corporation of North America

VENDOR'S/BIDDER'S REQUIREMENT

TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☒ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

Date

06/24/2022

Regina Tokar, Vice President, Business Operations – Panasonic Connect

Print Name and Title

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal 226017 for Mobile Computing Solutions which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Panasonic Connect North America,
Division of Panasonic Corporation of North America

Company Name

Two Riverfront Plaza, 9th Floor

Address

Newark NJ 07102-5490

City State Zip

Regina B Tokar

Regina B Tokar (Jun 28, 2022 13:34 EDT)

Signature of Person Authorized to Sign

Printed Name

Regina Tokar, Vice President
Business Operations - Panasonic Connect

Title

Name: Karen D. Painter

Title: Bids & Proposals Manager, Government

Phone: 862-373-2103

Fax: Not Available

E-mail: karen.painter@us.panasonic.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 226017-02.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This 14th day of April 20 23

Regina Nassen

As Tucson City Attorney and not personally
personally

Awarded:

This 13th day of April 20 23

Nathan Daon

As Director of Business Services and not



CITY OF
TUCSON

4. RFP 226017



CITY OF TUCSON
REQUEST FOR PROPOSAL

226017

MOBILE COMPUTING SOLUTIONS

Due Date: Thursday, June 30, 2022

City of Tucson
255 W Alameda St
Tucson, AZ 85701

Procurement portal

<https://secure.procurenow.com/portal/tucson-az>

Public Portal <https://secure.procurenow.com/portal/tucson-az/projects/17227>

PUBLISH DATE: April 28, 2022

CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT
SHARED SERVICES PROCUREMENT DIVISION
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 226017
Page 2 of 49
RESPONSIBLE CONTRACT OFFICER: Casey Adams
PH: (520) 837-4128

Attachments:

A - OFFER AND ACCEPTANCE

F - OMNIA_Partners_Solicitation_Attachment

G - 226017 Price Page

A. NOTICE

A.1. CITY OF TUCSON

NOTICE OF REQUEST FOR PROPOSAL NO 226017

TITLE: Mobile Computing Solutions

SUBMITTAL DUE DATE: Thursday, June 30, 2022 AT 2:00 P.M. LOCAL AZ TIME

PRE-SUBMITTAL CONFERENCE DATE: Thursday, May 19, 2022

TIME: 10:00 am LOCAL AZ TIME

LOCATION: Microsoft Teams

QUESTIONS	SHALL	BE	DIRECTED	TO:	Casey	Adams
(520)						837-4128
casey.adams@tucsonaz.gov						

Posted Date: Thursday, April 28, 2022

Competitive sealed offers for the material or service specified in this solicitation must be submitted through the City's online bidding system. No late submitted offer will be accepted or considered. Responses submitted in physical form or by facsimile or email will not be considered. Offerors are cautioned to commence the submittal process sufficiently ahead of time to allow for unanticipated delays resulting from things like a slow internet connection, internet outage, difficulty uploading large documents, differing system requirements, etc.

Questions about this solicitation must be addressed to the responsible Contract Officer listed herein.

B. INTRODUCTION

B.1. Summary

The City of Tucson ("The City") is soliciting proposals from qualified firms to provide a Mobile Computing Solution Including Ruggedized Laptops, Tablets, Accessories and Related Technology Products and Services, to be delivered to various locations throughout the City of Tucson. Public Safety solutions for Tucson Police Department and Tucson Fire Department is the primary focus for the eventual contract with potential participation by other City departments like Tucson Water and General Services. Therefore, a comprehensive and varied offering of products and services will be needed to meet the diverse operations of the City.

B.2. Background

The City of Tucson, as the Principal Procurement Agency, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Omnia Partners Attachment, or as otherwise agreed to. Omnia Partners Attachment contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Omnia Partners Attachment).

The City of Tucson anticipates spending approximately \$900,000 over the full potential Master Agreement term for Mobile Computing Solution Including Ruggedized Laptops, Tablets, Accessories and Related Technology Products and Services . While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Mobile Computing Solution Including Ruggedized Laptops, Tablets, Accessories and Related Technology Products and Services purchased under the Master Agreement through OMNIA Partners is approximately \$8,000,000. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

B.3. Contact Information

Casey Adams

Senior Contract Officer

Email: casey.adams@tucsonaz.gov

Phone: [\(520\) 837-4128](tel:(520)837-4128)

Department:

Business Services

B.4. Timeline

Release Project Date	April 28, 2022
Pre-Proposal Meeting (Non-Mandatory)	May 19, 2022, 10:00am Agenda Microsoft Teams
Question Submission Deadline	May 27, 2022, 2:00pm
Proposal Submission Deadline	June 30, 2022, 2:00pm

C. SCOPE OF WORK

C.1. General Requirements

- A. **QUALIFIED VENDORS:** Offerors should meet the minimum qualifications:
 - 1. Be an authorized reseller or manufacturer.
 - 2. Have a strong national presence in the computer industry.
 - 3. Have a distribution model capable of delivering products nationwide.
 - 4. Have a demonstrated national sales presence.
 - 5. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
 - 6. Be able to provide the full range of products and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.
- B. **ORDERING:** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Contractor is through the following:
 - 1. Online
 - 2. Telephone
 - 3. Email
- C. **DELIVERY REQUIREMENT:** Contractor agrees to deliver all products to the desktop of the ordering customer. In many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department.
- D. **USAGE REPORT:** The Contractor shall provide an electronic copy of a usage report upon request to the Agency Department of Procurement. The report shall provide complete information on the items purchased under this Contract. At a minimum for each item sold, the report should list the manufacturer name, model number, part number, serial number, item description, quantity sold and total spend by department, division, ordering entity, etc.
- E. **WAREHOUSING, DISTRIBUTION AND SALES FACILITIES:** The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each potential contractor is required to provide proof of an extensive distribution system.
- F. **WARRANTY:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship for no less than (3) three year from the date the equipment is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications in addition to temperature and humidity variations. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

C.2. Product Requirements

A. RUGGED DEFINITIONS:

1. Ultra-Rugged: Designed to meet precise specifications for military use and are made to handle the harshest environmental conditions. An ultra-rugged laptop can be left out in a sandstorm, frozen in a blizzard or sent on a vibrating rocket into space without any detrimental effects. All products being offered shall meet or exceed the specifications defined in the most recent Department of Defense Test Method Standard as Military Grade. Most recent document is MIL- STD-810H 31 OCTOBER 2008. In addition, equipment offered and tested by the City shall function in extreme heat temperature of 150 degrees and wet, rainy, humid environments and a drastic change from dry to humid as occurs in Tucson during the wet months. The device will allow for precise daylight and night readability without glare.
2. Fully-Rugged: Designed from the inside-out to work in extreme temperatures, to be resistant to being dropped, to resist shocks and vibrations and to be dustproof and waterproof. A fully- rugged laptop may have a solid state hard drive.
3. Semi or Business-Rugged: Withstands harsh temperatures as well as extreme vibration such as in a vehicle riding over rough terrain. It can also handle some water on the keyboard. Semi- rugged laptops are typically regular laptops with better cases, rubber-mounted hard drives and spill-proof keyboards.

B. PRODUCT CATEGORIES: A complete and comprehensive line of technical product and service solutions including, but not limited to, the following:

1. Ruggedized Laptops: Components include touchscreens, solid state drives, vibration resistant/control, bezels, heat resistant, water resistant,
 - a. Ultra-rugged
 - b. Fully-rugged
 - c. Semi or Business-rugged
2. Ruggedized Tablets: Touchscreens must be useable with latex or other medical gloves and q-tips, keyboard film, sanitization resistant, stylus secured to tablet.
 - a. Ultra-rugged
 - b. Fully-rugged
 - c. Semi or Business-rugged
3. Accessories including but not limited to the following categories
 - a. vehicle mounts
 - b. desktop replicators
 - c. docking stations
 - d. batteries
 - e. battery chargers

- f. memory cards
- g. external drives
- h. extended warranties to include batteries
- i. keyboards
- j. keyboard covers
- k. backlit keyboards
- l. stylus
- m. solid state drives
- n. cases
- o. touchscreens
- p. aircard
- q. cooling devices
- r. Peripherals
- s. other

4. Ancillary Products (includes 3rd Party products including but not limited to the following Ancillary products that complement and are associated with the proposed product lines.

- a. cradlepoint
- b. antennas
- c. other
- d. Other Technology Product Categories (list each category with a brief description)

- C. CURRENT PRODUCTS: All products being offered in response to this solicitation shall be in current and ongoing production; shall be 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. Newer versions released may be proposed during the term of the contract.
- D. DEFECTIVE PRODUCT: All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification regardless of whether or not defective product has been received by contractor.
- E. PRODUCT/RECALL NOTICES: In the event of any recall notice, technical service bulletin, or other important notification affecting product purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies Contract Representative.
- F. PRICING: Pricing shall be provided in the format of a discount off Suggested Retail Price (SRP) with the ability to provide discounts based on large quantity and large dollar spend. Because the "technology marketplace" is one of rapid change with new products and revisions

coming into the marketplace on a regular basis, it is required that a verifiable pricing formula or guaranteed discount matrix be included with the response. This formula will provide a method of determining the price of future configuration. In the event a product is discontinued, Vendor will provide a product of the same or greater functionality, utilizing the proposed discount structure. In addition, Vendor must notify the City in writing within 180 days of End of Life on all models.

- G. **SALES PROMOTIONS:** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period.
- H. **PRODUCT DEMONSTRATIONS:** The City will conduct product demonstrations with those Offerors who proceed to this phase of the evaluation process. **The Offerors proposed products may be tested during a minimum 30-day window. The test time will start upon completion of vehicle installation, if applicable.** Offerors shall provide a specified quantity (to be determined later) of each proposed product for testing in the Tucson work environment. Demo products will be installed in law enforcement automobiles and motorcycles, in Fire and EMT vehicles, and field crew vehicles. The tests will document the performance of the proposed products in the actual work environments of staff, which includes inclement weather where extreme temperature changes exist. Temperatures inside vehicles can reach over 150 degrees, outdoor temperatures can reach 115 degrees and be very wet and humid due to the monsoon season. Staff shall document the functionality of the products and any issues that are experienced. Proposed products, including installation and removal, must be provided to City at no cost.
- I. See below for a list of the equipment currently in use in the City of Tucson. Demo products will not be limited to only these types of equipment, and this list is being provided solely to give offerors an indication of the type of equipment currently in use.

C.3. Additional Product Requirements

Products should include the following options:

- Basic Input/Output System (BIOS) Settings
- Blue Tooth (version 4.1 and above)
- Optical Drive
- Passthrough Requirements
- Dual Battery
- Security Options

Please include literature for any additional options/features that are available.

C.4. Equipment Currently in Use by the City of Tucson

Department Manufacturer Model Number Installed Quantity Installed in Vehicle Type

Tucson Fire Panasonic CF31 130 MDTs

Tucson Fire Panasonic CF19 74 ePCR
Tucson Fire Panasonic FZ-G1/CF20 30 Fire Inspector
Tucson Fire Havis DS-GTC-801-3
Tucson Fire Gambler Johnson 7160-0568

NOTES:

CF31 - MDTs installed on Engines, Ladders, Ladder Tenders, Paramedic Units, F150, F250, F350
CF19 - Reporting software/ePCR for use on Engines, Ladders, Ladder Tenders, Paramedic Units, F150, F250, F350
FZ-G1 - Fire Inspector reporting tablet
DEMO UNITS: 3 MDTs, 3ePCRs and 3 Inspector units.

Department Manufacturer Model Number Quantity Vehicle Type

Tucson Police Panasonic CF20 47 Motorcycles
Tucson Police Panasonic CF54 1014 Patrol & unmarked units (SUVs and sedans) /Assigned to Individual detectives/Officers
Tucson Police Panasonic CF55 107 Patrol & unmarked units (SUV's and sedans)
Tucson Police Havis PS-PAN-421-2

C.5. Service Requirements

- A. SERVICE CATEGORIES: Offerors shall provide as many of the following associated services that are available through its distribution and sales network:
1. Financing or Leasing
 - a. Capital
 - b. Operating
 - c. Other
 2. Consulting
 - a. Public safety equipment needs assessment and recommendation for upcoming use case
 - b. Grant assessment and writing
 - c. Other
 3. Repairs
 - a. Onsite
 - b. Repair Facility
 - c. Other
 4. Installation:

- a. Provide installation services.
- 5. Protection Plus
 - a. List products.
 - b. Provide details.
- 6. Extended Warranties
 - a. List products.
 - b. Provide details.
- 7. Training and Education
 - a. Onsite
 - b. Online
 - c. Offsite
- 8. Customer Support Services: The policies and procedures for:
 - a. Replacements
 - b. Returns
 - c. Restocking charges
 - d. After hours service
 - e. After sales support
 - f. Out of stock
 - g. Order tracing
 - h. Technical feedback
 - i. Quality assurance for orders
 - j. Drop shipments
 - k. Online support
 - i. Customer
 - ii. Technical
 - l. Phone support
 - i. Customer
 - ii. Technical
 - m. Location, hours and staff quantity of call centers
 - n. other
- 9. Implementation
- 10. Misplaces or Stolen device location

11. Other Applicable Services. Value-add services not included in above categories.

D. INSTRUCTIONS TO OFFERORS

D.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City:The City of Tucson, Arizona

Contract:The legal agreement(s) executed between City and the Successful Offeror(s). The Contract will be deemed to include all the conditions and requirements set forth in this RFP and any Amendments to the RFP, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Proposal submitted by Offeror as finally negotiated and accepted by the City.

Contractor/Consultant:A Successful Offeror that enters into a Contract with the City.

Contract Representative:The City employee or employees who have been designated to act as the City contact for this solicitation process and who are responsible for monitoring and overseeing the Contractor's performance under the Contract.

Business Services Director:The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offer:Any proposal, statement of qualifications, bid, or other submission provided by an Offeror in response to this Solicitation.

Offeror: Each individual or entity that submits a submittal in response to this solicitation.

Will:The indicated party is promising to take the action or abide by the condition.

Must: The action or condition is required.

Should:Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

D.2. PRE-SUBMITTAL MEETING

A Pre-Submittal Meeting will be held at the date and time stated on the cover page of this solicitation, if such a date and time is provided. Attendance at this meeting is not mandatory, but written minutes and/or notes regarding the meeting will NOT be provided, so attendance is encouraged. The purpose of this meeting will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position.

D.3. INQUIRIES

Any questions about this solicitation or the proposed Contract must be presented at the Pre-Submittal Meeting, if there is one (see above), or submitted in writing, via email, or through the online bidding system, to the Contract Officer by the Question Submission Deadline. The email must refer to the solicitation number and the paragraph number of the provision that the question concerns. The Contract Officer may respond by email or may, if they deem it appropriate, address the question in a solicitation

Amendment. Offeror may not rely on oral interpretations or clarifications about the solicitation; only questions answered in an email by the Contract Officer or posted as a formal solicitation Amendment will be binding.

D.4. ADDENDUM OF SOLICITATION

Solicitation Addenda will be posted on the City's link to the online bidding website. Offeror is responsible for checking the webpage regularly for new solicitation addenda and must acknowledge each addendum to this solicitation in its submittal. Please note that vendors who have registered with the Business Services Department at <http://www.tucsonprocurement.com/OpenGov:Procurement> website and follow the City of Tucson will receive email notifications of solicitation addenda.

D.5. UNDERSTANDING SCOPE OF WORK

Before submitting a response to this solicitation, Offeror must familiarize itself with the Scope of Work, laws, regulations, physical conditions, and other factors affecting the obligations – including the expense and difficulty of fulfilling those obligations – that Offeror will have under the Contract if awarded to Offeror. No adjustment to the financial or other terms of the Contract will be justified by Offeror's failure to fully understand or appreciate the Contract requirements or other factors affecting Contract performance.

D.6. PREPARATION OF SUBMITTAL

- A. Form and Organization. Offeror's Submittal must be on the forms provided in this solicitation (as applicable). Supporting documentation must be arranged in a manner that follows and clearly refers to corresponding sections of the solicitation. Offeror may copy the submittal forms in order to complete them electronically but may not alter or rearrange them or change any paragraph designations.
- B. Confidential Information. Any information in its submittal that Offeror wishes to be treated as confidential must be clearly marked "CONFIDENTIAL."
- C. Proposal Contents. Offeror's submittal must contain a response to all sections of the solicitation and forms must be completed and any requested supporting documentation attached.
- D. Signatures. Offeror must include in their submittal signed copies of the Offer and Acceptance page. Any cover letter accompanying the proposal documents must be signed. Offeror must initial each erasure, interlineation or other modification in the submittal. The person signing and initialing on behalf of Offeror must be a person authorized to legally bind Offeror.
- E. Prices. Where a unit price is provided it will govern over any erroneous extension of the price.
- F. Time Periods. Periods of time, stated as a number of days, will be calendar days unless specifically stated otherwise.
- G. Accuracy. Mistakes in preparation of its submittal confers on Offeror no right to modify or withdraw its submittal after the Submittal Deadline.

- H. Cost of Preparation. The City will not reimburse Offeror for the cost of developing, presenting, submitting or providing any response to this solicitation.
- I. Subcontractors. Offeror must, in their submittal, list any subcontractors that it will utilize in the performance of the Contract if they are awarded the Contract and must describe their qualifications in detail.
- J. Incomplete Information. Failure to include all requested information may have a negative impact on the evaluation of Offeror's submittal.

D.7. PAYMENT DISCOUNTS

Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

D.8. TAXES

The City is exempt from federal excise tax, including the federal transportation tax. The City is not tax exempt from sales tax, etc.

D.9. PROPOSAL/SUBMITTAL FORMAT

A proposal should be submitted on the forms and in the format specified in the RFP. Any information that the offeror requested to hold as confidential information shall be clearly marked as such. The material should be in sequence and related to the RFP. The sections of the submittal should be organized, clearly identifiable, and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document, and the Offeror's response to the Evaluation Criteria including the completed Price Page. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

D.10. EXCEPTIONS TO CONTRACT PROVISIONS

By submitting a submittal in response to this solicitation, Offeror is offering to enter into the Contract with the City. If Offeror wishes to modify any Contract terms and conditions, Offeror must, in its submittal, clearly identify the changes it is requesting. No requested modification will be deemed accepted by the City unless and until the City's Business Services Director or their designee expressly accepts it in writing.

D.11. PUBLIC RECORD

Any documents submitted by Offeror in response to this solicitation will become the property of the City. Except as set forth below with respect to Confidential Information, the Submittal will be deemed to be a public record available for review by the public after the award notification.

D.12. CONFIDENTIAL INFORMATION

The City is obligated to abide by the Arizona Public Records Law, A.R.S. §§ 39-101 through 39-161. If Offeror believes that any portion of its proposal, offer, specification, protest or correspondence contains information that is confidential and subject to being withheld from disclosure in the event that the City receives a public records request to which the record is responsive, Offeror must, when the record is submitted, provide the Contract Officer written notification of that fact. The records or portions of records that Offeror wishes to be treated as confidential must also be clearly marked "CONFIDENTIAL" on their face. Pricing will not be treated as confidential.

If the City, after award notification, receives a public-records request to which a Contractor record marked "CONFIDENTIAL" is responsive, City will notify Offeror in writing. Unless Offeror, within 10 days after the date of that notice, obtains and provides to City an order from a court of competent jurisdiction prohibiting the City from releasing the records, the City may release the records without any liability to Offeror.

D.13. CERTIFICATION OF NONCOLLUSION; CONFLICTS OF INTEREST

By submitting a response, Offeror warrants that:

- A. Preparation and submission of the submittal did not involve collusion or other anti-competitive practices.
- B. 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, meal or service to a public servant in connection with this solicitation.
- C. No person has been employed or retained to solicit or secure a Contract under this solicitation upon a promise of a commission, percentage, brokerage, or contingent fee.
- D. No member of the City of Tucson Mayor and Council or any employee of the City involved in this solicitation process has any financial interest in Offeror's firm.

The City may disqualify Offeror from further participation in the solicitation process if the City determines that Offeror has an actual or apparent conflict of interest or has engaged in any collusion or anti-competitive practices.

D.14. WHEN AND HOW TO SUBMIT PROPOSALS

In order to be considered, Offeror must, no later than the Submittal Deadline, submit its response electronically through the City's online bidding system. Submittal instructions and online bidding system can be found at the following link: <https://www.tucsonprocurement.com/>

NOTE: THE ENTIRE PROPOSAL MUST BE IN "SUBMITTED" STATUS IN THE CITY'S ONLINE BIDDING SYSTEM IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN "SUBMITTED" STATUS BY THE PROPOSAL SUBMITTAL DEADLINE WILL NOT BE CONSIDERED.

D.15. OFFER AND ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

D.16. WITHDRAWAL OF SUBMITTAL; BINDING OFFER

By submitting a response to this solicitation, Offeror is offering to enter into the Contract with the City. Offeror may withdraw a submitted response at any time prior to the Submittal Deadline. Submittals can be withdrawn by clicking "unsubmit proposal" in the online bidding system.

D.17. DISCUSSIONS/CLARIFICATIONS

The City may, at its discretion, conduct discussions with Offeror for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in Offeror's submittal in order to clarify the offer and assure full understanding of, and responsiveness to, solicitation requirements.

D.18. TAX OFFSET POLICY

If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.

D.19. CONTRACT NEGOTIATIONS

Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

D.20. VENDOR REGISTRATION; BUSINESS LICENSE

In order to be eligible for award of a Contract, Offeror must:

- A. Register with the City's Business Services Department. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- B. Obtain a City of Tucson Business License or a written determination from the City's Business License Section that a license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

D.21. UPON NOTICE OF INTENT TO AWARD

The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

D.22. AWARD OF CONTRACT

Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:

- A. waive any immaterial defect or informality; or
- B. reject any or all proposals, or portions thereof; or
- C. reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Business Services Director and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

D.23. PROPOSAL RESULTS

The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

D.24. PROTESTS

A protest shall be in writing and shall be filed with the Business Services Director. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Proposal or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

E. PROPOSAL EVALUATION REQUIREMENTS

E.1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Price Proposal
- C. Qualifications & Experience

E.2. SHORTLIST

The City reserves the right to shortlist the offerors on any of the stated criteria. However, the City may determine that shortlisting is not necessary.

E.3. INTERVIEWS

The City may interview some or all of the offerors at any point during the evaluation process. If interviews are conducted, information provided during the interview process will be taken into consideration in the evaluation process.

E.4. ADDITIONAL INVESTIGATIONS

The City may undertake any additional investigations it deems appropriate to evaluate the competence and financial stability of any offeror.

E.5. OTHER INFORMATION

Information that evaluation committee members have about an offeror beyond what is provided in the offeror's proposal may be taken into consideration during the evaluation process.

E.6. PRICE PROPOSAL

- A. **Tax Offset Policy.** If applicable under Section 28-18(6) or Section 28-17(7)(d) of the Tucson Procurement Code, the City will include the amount of all business privilege taxes other than the City's in evaluating price proposals.
- B. **Payment Discounts.** Any discounts offered by Offeror for payments made within 21 calendar days or more will be deducted from the proposed price in evaluating an offeror's price proposal. However, the City may take advantage of any early- or timely-payment discounts offered by a vendor. Any proposed payment discount will apply to all purchases and to all payment methods

E.7. CITY'S RIGHT TO WAIVE DEFECTS OR REJECT SUBMITTALS

Notwithstanding any other provision of this solicitation, the City may:

- A. Waive any immaterial defect or informality; or
- B. Reject any or all submittals, or portions thereof; or
- C. Reissue the solicitation.

E.8. CONTRACT NEGOTIATIONS

At the City's discretion, it may negotiate with one or more responsible offerors to agree upon the final conditions, terms and price of the Contract. In doing so, the City will treat offerors fairly and will not disclose to any offeror information from responses submitted by other offerors. Exclusive or concurrent negotiations do not constitute a contract award and do not confer any rights to the offerors participating in such negotiations. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into concurrent or exclusive negotiations with the next most qualified firm(s).

E.9. AWARD OF CONTRACT

A Contract is created when, and only when, it is formally awarded, which occurs when the Business Services Director and the City Attorney sign the Offer and Acceptance page of the Successful Offeror's submittal. When a Contract is awarded, the City will send the Contractor a Notice of Award.

The City may first issue a Notice of Intent to Award to the Successful Offeror(s). Offeror, if it receives a Notice of Intent to Award from the City, must sign and file with the City, within five (5) days after receipt of the Notice, all documents necessary for execution of the Contract. A Notice of Intent to Award does not create a contract. Only a subsequent formal award, as described above, creates a Contract.

E.10. MULTIPLE AWARDS

The City, at its sole discretion, may award multiple Contracts.

E.11. SUBMITTAL RESULTS

After the City issues a Notice of Award, the City will post the name(s) of the Successful Offeror(s) on the Business Services Department's Internet site at <http://www.tucsonprocurement.com/>.

E.12. PROTESTS

Any interested party, may, in accordance with Article IX of the Tucson Procurement Code, protest either this solicitation or the award of a Contract under this solicitation. A protest based on alleged improprieties in this solicitation must be filed no later than five (5) working days before the Proposal Submittal Deadline. A protest of a proposed or actual award must be filed no later than ten (10) calendar days after the City issues a Notice of Intent to Award or, if no Notice of Intent to Award is issued, after the City issues a Notice of Award.

A protest must be made in writing and filed with the Contract Officer. It must include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;

- C. The solicitation or Contract number;
- D. A detailed statement of the legal and factual grounds for the protest along with copies of all relevant documents; and
- E. The form of relief requested.

F. SPECIAL TERMS AND CONDITIONS

F.1. COOPERATIVE PURCHASING

Contractor will, when requested, provide goods and services at the same prices and under the same terms and conditions as set forth in this Contract to any public or nonprofit agency that, at the time of request, is registered with OMNIA Partners, Public Sector, has a Cooperative Purchasing Agreement with the City or participates in the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.tucsonprocurement.com/coop_partners.aspx and click on "Cooperatives" for a list of agencies that have Cooperative Purchasing Agreements with the City; see <http://www.mesaaz.gov/home/showdocument?id=23638> for a list of agencies participating in SAVE. These lists are subject to change. Contractor may, however, negotiate with an agency for payment of additional out-of-pocket expenses that will be incurred by Contractor in providing goods and services to the agency (i.e., freight charges, travel related expenses, etc.).

Each participating agency that orders goods or services under this Contract as provided above is solely responsible for paying Contractor for those goods and services. The City is not responsible for any disputes arising out of transactions made by others.

F.2. FOB DESTINATION FREIGHT PREPAID

Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

F.3. PRICE ADJUSTMENT

The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

F.4. TERM AND RENEWAL

The term of the Contract shall commence upon award and shall remain in effect for a period of two (2) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for three (3) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

G. INSURANCE REQUIREMENTS

G.1. Required Insurance Policies

Contractor will obtain and maintain during the entire term of this Contract the following insurance coverage from insurers that have an "A.M. Best" rating of not less than A-VII:

G.2. Commercial General Liability

Policy must include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability with coverage limits no lower than:

Each Occurrence: \$1,000,000

General Aggregate: \$2,000,000

Products & Completed Operations Aggregate: \$2,000,000

Personal and Advertising Injury: \$1,000,000

Blanket Contractual Liability: \$1,000,000

G.3. Commercial Automobile Liability

Policy must include bodily injury and property damage, for any owned, hired, and/or non-owned vehicles used in performance of work under this Contract, with a Combined Single Limit no lower than \$1,000,000.

G.4. Worker's Compensation. Policy must have coverage limits no lower than:

Policy must have coverage limits no lower than:

Per Occurrence: Statutory

Employer's Liability: \$1,000,000

Disease Each Employee: \$1,000,000

Disease Policy Limit: \$1,000,000

[If Contractor is a Sole Proprietor, include this waiver provision under A.R.S. § 23-961(M). To determine whether the Contractor is a Sole Proprietor, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.] I am a sole proprietor, and I am doing business as [name of sole proprietor business]. I am performing work as an independent contractor for the City of Tucson. I am not the employee of the City of Tucson for workers' compensation purposes, and, therefore, I am not entitled to workers' compensation benefits from the City. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

G.5. Professional Liability - Technology Errors & Omissions

Each Claim: \$1,000,000

General Aggregate: \$2,000,000

G.6. Claims Made Insurance Coverage

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

G.7. Additional Insurance Requirements

All Policies, excluding Employment Practices Liability and Professional Liability (Errors & Omissions), shall include or be endorsed to include the following provisions:

- A. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).
- B. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
- C. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

G.8. Policy Change Notice.

Contractor will give the City 10 days advance written notice before any of the above policies are changed in any manner that is inconsistent with the requirements of this Contract. The notice must be sent directly to the Procurement Division of the Business Services Department.

G.9. Additional Insured

The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. The City must be covered to the full policy limits, even if those limits of liability are in excess of those required by this Contract.

G.10. Acceptability of Insurers

Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G.11. Verification of Coverage

Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Procurement Division.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

G.12. Subcontractors

Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G.13. Exceptions

In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

H. STANDARD TERMS AND CONDITIONS

H.1. ACCEPTANCE

Mere physical receipt and inspection of goods or services by the City does not alter or affect the obligations of Contractor to provide goods and services that conform to all specifications of this Contract and the City may reject goods or services that are later found to be nonconforming.

H.2. ADVERTISING

Contractor will not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

H.3. AFFIRMATIVE ACTION

Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

H.4. AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

H.5. ARBITRATION

Notwithstanding any other provision in this Contract, no agreement by the City to arbitrate a dispute is binding unless given expressly and in writing after execution of this Contract. However, if both parties agree, disputes may be resolved through arbitration following the process in A.R.S. § 12-1501, et seq. Contractor must continue to perform under this Contract without interruption, notwithstanding the provisions of this section.

H.6. ASSIGNMENT

Contractor may not assign its rights or obligations under this Contract without the prior written permission of the City's Business Services Director. The City will not unreasonably withhold approval for a requested assignment.

H.7. CHILD/SWEAT-FREE LABOR POLICY

The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

H.8. COMMENCEMENT OF WORK

Contractor will not commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order or is otherwise directed to do so, in writing, by the City.

H.9. CONFIDENTIALITY OF RECORDS

Contractor will establish and maintain procedures to ensure that no information contained in its records or obtained from the City or from others in carrying out its functions under this Contract is used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform its duties under the Contract, and will take appropriate measures to protect any personal identifying information of any individuals.

H.10. CONFLICTS OF INTEREST

The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, Contractor with respect to the subject matter of this Contract. Termination will be effective when written notice from the City's Business Services Director is received by Contractor, unless the notice specifies a later time.

H.11. CONTRACT AMENDMENTS; ADDITIONAL WORK

This Contract may only be amended by a written agreement signed by the parties. The City's Business Services Director or their designee may, on behalf of the City (1) approve and execute any amendments, change orders, or supplemental written agreements; and (2) grant time extensions or contract renewals. Except in the case of a documented emergency, Contractor will not perform any work under this Contract that exceeds the scope of work or contract amount unless a formal amendment or change order has first been approved and executed by the City.

H.12. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH

Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

H.13. DELIVERABLES PROPERTY OF CITY; NO LIENS

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City and may not be used or released by Contractor except with the City's prior written permission.

All deliverables supplied to the City under this Contract will be free of all liens and encumbrances.

H.14. DUPLEXED/RECYCLED PAPER

Whenever practicable, all printed materials produced by Contractor in the performance of this Contract will be duplexed (two-sided copies), printed on recycled paper, and labeled as such.

H.15. ENTIRE CONTRACT; INTERPRETATION

This Contract, which includes all the conditions and requirements set forth in the solicitation and all Amendments to the solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the submittal submitted by Contractor as finally negotiated and accepted by the City, constitutes the entire agreement of the parties regarding the services described in the Scope of Work and will prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

No course of prior dealings between the parties and no usage of the trade will be deemed to supplement or explain any term used in the Contract.

H.16. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants and will require each subcontractor performing work on this Contract to warrant that it will comply with all federal immigration laws and regulations that relate to its employees and with the requirements of A.R.S. § 23-214(A). A breach of this warranty will be deemed a material breach of this Contract that is subject to penalties up to and including termination of this Contract. City may inspect the records of any employee of Contractor or any subcontractor performing work on this Contract to monitor Contractor's and its subcontractors' compliance with this warranty.

H.17. FINANCIAL RECORDS AND AUDITS

- A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.
- B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.
- C. Audits. The City and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The City may, as part of its examination, make copies of, or extracts from, all such books and records (in whatever form they may be kept, whether written, electronic, or other).
- D. Result of Audit. If, as a result of such audit, Contractor is liable to the City for the payment of any sum, Contractor will pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid, or the date of any overpayment by City, within 90 days after presentation of City's findings to Contractor. If the audit results in findings of fraud, misrepresentation, or non-performance, Contractor will

pay the City's costs of conducting the audit. The City's audit rights will survive the expiration or termination of this Contract.

- E. Subcontractors and Assigns. Contractor will include these Section H.31 requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, goods or services under this Contract.

H.18. FORCE MAJEURE

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure does not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must notify the other party in writing of the delay as soon as practical, including when the delay commenced and its cause. The notice must make a specific reference to this article to fall within its protection. The delayed party must resume performance as soon as practicable and must notify the other party in writing when it has done so. The parties will modify the Contract to agree upon the period of time by which the excused delay extends any completion dates.

H.19. GRATUITIES

The City may, by written notice to the Contractor, terminate this Contract if it finds that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of the City to influence the award of this Contract or any determinations with respect to the performance of this Contract. In the event this Contract is terminated by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of the gratuity.

H.20. GOVERNING LAW AND VENUE

This Contract is governed by, and the City and Contractor will have all remedies afforded to each by, the Tucson Procurement Code and the laws of the State of Arizona. State law claims regarding this Contract must be brought in Pima County Superior Court.

H.21. HUMAN RELATIONS

Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

H.22. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors,

officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

H.23. INDEPENDENT CONTRACTOR

Neither party is the agent, employee, partner, joint venturer, or associate of the other. No employee or agent of one party will be deemed or construed to be the employee or agent of the other party for any purpose. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

H.24. INSPECTION AND ACCEPTANCE

All materials and services provided to the City under this Contract are subject to final inspection and acceptance by the City. Any materials or services failing to conform to the specifications of this Contract must be promptly replaced or redone at Contractor's cost. Nonconforming goods or services may be deemed a default and result in Contract termination.

H.25. INTELLECTUAL PROPERTY

If manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof ("Product") by Contractor in performing its duties under this Contract is determined to constitute infringement and if further manufacture, sale, or use of said Product is enjoined, Contractor will, at its own expense, either procure for the City the right to continue manufacture, sale, or use of that Product, replace it with an alternative non-infringing Product, or modify it so it becomes non-infringing.

If requested by City, Contractor will provide the City with satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes.

H.26. ISREAL BOYCOTT DIVESTMENT

If this Contract has a value of \$100,000 or more, Contractor certifies that it is not currently engaged in, and will not during the term of this Contract engage in, a boycott of goods or services from Israel as defined in A.R.S. § 35-393.

H.27. LICENSES

Contractor will maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. Contractor will, at the request of the City at any time during the term of this Contract, give the City a valid copy of its business license or, if it is exempt, a written determination from the City Business License Section that a business license is not required.

H.28. NO WAIVER

No provision in this Contract acts expressly or by implication as a waiver by either party of any existing or future right and/or remedy available at law in the event of any claim, default or breach of contract. If either party fails to insist upon the other's strict performance of any duty or condition under this Contract or fails to exercise or delays in exercising any right or remedy provided in this Contract or by law, or accepts nonconforming materials or services, that party will not be deemed to have waived its right to insist thereafter upon the strict performance of the Contract.

H.29. NON-DISCRIMINATION

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the term of this Contract, Contractor will not discriminate against any employee, client, or any other individual in any way because of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, and/or marital status.

H.30. NON-EXCLUSIVE CONTRACT

This Contract is for the sole convenience of the City, which may obtain like goods or services from other sources.

H.31. OVERCHARGES BY ANTITRUST VIOLATIONS

To the extent permitted by law, Contractor hereby assigns to the City any and all claims that Contractor has for overcharges by any subcontractor or supplier of goods or services used by Contractor to fulfill this Contract that relate to antitrust violations.

H.32. PAYMENT

- A. **Form of Payment.** Unless otherwise specified elsewhere in this Contract, the City is permitted to make payments to Contractor using any lawful method of payment, including check/warrant, credit card, or electronic funds transfer.

- B. **Invoices.** Unless City pays by credit card at time of order or point of sale, Contractor will issue to the City a separate invoice for each shipment of materials or provision of services under this Contract, and City will issue no payment prior to receipt of the goods or services and the related invoice. The invoice may not be dated prior to the receipt of goods or completion of services.
- C. **Timing of Payments.** The City will make commercially reasonable efforts to process payments due under this Contract within 21 calendar days after receipt of materials or services and a correct invoice.
- D. **Payment Discounts.** Any early- or timely-payment discounts included in Contractor's submittal will apply to all payments under this Contract. The payment period for purposes of determining whether the discount applies to a particular payment will begin on the date the City receives the materials/service or a correct invoice for the materials/service, whichever is later, and will end on the date City's payment is issued. Unless freight and other charges are itemized, the discount will be calculated using the full invoice amount.

H.33. PROTECTION OF CITY PROPERTY

If this Contract requires Contractor to perform any work on City-owned property, Contractor will use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the property. Contractor will replace or repair any damage caused by Contractor or any employee, agent, or subcontractor of Contractor, at no expense to the City. If Contractor fails or refuses to make such repair or replacement, the City will estimate the cost of repair and, upon receiving an invoice from the City for that estimated cost, Contractor will pay the City the invoiced amount. City may, at its discretion, instead deduct the amount from any payments due Contractor under this or any other City contract.

Contractor will, during the course of its work on City property, keep the work area, including any storage areas used by the Contractor, free from accumulation of waste material or rubbish. Upon completion of the work, Contractor will leave the work area in a clean and neat condition, free of any debris, and will remove any non-City-owned materials or equipment or other personal property that it has caused to be located on the City property.

H.34. PROVISIONS REQUIRED BY LAW

This Contract will be deemed to include every provision required by law to be included. If through mistake or otherwise any such provision is not included, or is included incorrectly, then upon request by either party the parties will amend the Contract to insert or correct the required provision.

H.35. RECORDS

Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. Contractor shall maintain books, records, documents, and other evidence directly pertinent to the performance of the Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied and other applicable local, state or federal regulations.

Contractor shall, at all times during the term of this Contract and for a period of three years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

Contractor shall ensure City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to City.

H.36. RIGHT TO AUDIT

The City and its authorized representatives shall have the right, upon reasonable written notice to Contractor, to cause an audit to be made of the Contractor's books and records which relate to its operations under this Contract. The audit shall be limited to the term of this Contract. The City shall have the right to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, accounting records, subcontractor records, payment vouchers and invoices.

The Contractor shall at any time requested by City, whether during or after completion of this Contract, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by City. Such records shall be made available to City during normal business hours at the Contractor's office, place of business, an agreed to location, mailed or provided electronically.

If, as a result of such audit, the Contractor is liable to the City for the payment of any sum, Contractor shall promptly pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid. Payment shall be made within 90 days from presentation of City's findings to Contractor.

If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit work from the Contractor. The City's rights under this provision shall survive the expiration or termination of the Contract

H.37. RIGHT TO ASSURANCE

If a party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within 5 business days, the demanding party may treat this failure as a default.

H.38. RIGHT TO INSPECT

The City may from time to time during normal business hours, at the City's expense, inspect the Contractor's or any subcontractor's place of business at which work under this Contract is being performed.

H.39. SEVERABILITY

The provisions of this Contract are severable. If any provision or application of a provision of this Contract is held to be invalid, that will not affect the validity of any other provision or application of a provision that can remain meaningfully effective without the invalidated provision or application.

H.40. SHIPMENT UNDER RESERVATION

No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

H.41. SUBCONTRACTS

Contractor may not enter into any subcontracts for work under this Contract without the advance written approval of the City's Business Services Director. All subcontracts will incorporate all the terms and conditions of this Contract. Contractor is responsible for contract compliance and quality of work of any subcontractors used.

H.42. TERMINATION OF CONTRACT

- A. For Convenience. The City may terminate this Contract at any time, with or without cause, with 30 days' advance written notice to Contractor. If the City terminates the Contract, it will be liable only for payment for services rendered and accepted before the effective date of the termination.
- B. For Cause. The City may terminate this Contract if any Contractor representation or warranty is found to have been inaccurate when made or is no longer accurate, or if Contractor fails to carry out or abide by any term or condition of the Contract and fails to remedy the problem within 10 days after receipt of notice of default from the City for monetary defaults, or within 30 days after notice if the default is non-monetary.
- C. Non-Appropriation. Each payment obligation of the City created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such obligation. If funds are not appropriated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify Contractor in the event that continued service will or may be affected by non-appropriation. No penalty will accrue to the City in the event this provision is exercised, and the City will not be liable for any future payments due or for any damages as a result of termination under this paragraph.

H.43. TITLE AND RISK OF LOSS

The title and risk of loss of any goods provided under this Contract will not pass to the City until the City actually receives the goods at the point of delivery and thereafter accepts them. No tender of a bill of lading will operate as a delivery of the materials.

I. EVALUATION PHASES

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Method of Approach - National Program A. Provide a response to the national program. 1. Include a detailed response to Attachment 1, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners. 2. The successful offeror will be required to sign Attachment 1, Exhibit B, OMNIA Partners Administration Agreement. The Agreement shall be signed no later than issuance of the City of Tucson's Notice of Intent to Award letter. Offerors should complete all reviews of the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.	N/A	N/A

2.	Method of Approach - General Requirements A. Provide a detailed written response to each requirement describing how your offer will meet the General Requirements of this solicitation for the City of Tucson and the national program. B. Describe your delivery commitment. If manufacturer is responding, describe how reseller will meet the delivery commitment: 1. What is your fill rate guarantee? 2. What are your delivery days? 3. Do you offer next day delivery? 4. How do you facilitate emergency orders? 5. Are shipping charges exempt for ALL who use this contract? 6. Describe how problems - such as a customer ordering a wrong product; a customer receiving a defective product; etc. is resolved. 7. Describe how products will be distributed to the City of Tucson and nationwide. Provide the number, size and location of distribution facilities, warehouses and retail network as applicable. C. Describe your ordering capacity (telephone, fax, internet, etc.). Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate products, etc. If a manufacturer is responding, describe how the City and other agencies wishing to purchase from the contract will make a purchase. For example, are orders placed directly with the manufacturer or with resellers? If resellers, indicate the authorized resellers for any subsequent contract.	N/A	N/A
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	D. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices. E. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements. What is your stock fill percentage rate, by line item, of the orders filled without backorders? F. State any return and restocking policy, and any fees, if applicable associated with returns. G. Submit additional information that will aid the City in evaluating your proposal.		
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3.	Method of Approach - Product Requirements A. Provide a detailed written response to each requirement describing how the products offered will meet the Product Requirements of this solicitation for the City of Tucson and the national program. Offerors shall identify and describe their categories. If a manufacturer is responding and proposing resellers the manufacturer should clearly identify the products available from the manufacturer and products available from reseller. For each proposed category, describe in detail and provide at a minimum the following types of information: 1. Identification and description of product categories offered 2. Identification and description of sub categories 3. Identification and description of manufacturers within each sub category. B. Describe how your firm will notify customers of new products. C. Describe the equipment solutions that are available that reduce the extreme heat that adversely impacts and prevents the proposed equipment from operating. D. Submit additional information that will aid the City in evaluating your proposal.	N/A	N/A
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4.	Method of Approach - Service Requirements A. Provide a detailed written response to each requirement describing how the services offered will meet the Service Requirements of this solicitation for the City of Tucson and the national program. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as: 1. Policies and programs detailing your efforts in these areas. 2. Literature explaining your capabilities. B. Describe how services will be distributed to the City of Tucson and nationwide. If a manufacturer is responding and proposing resellers the manufacturer should clearly identify the services provided by the manufacturer and services provided by the reseller. C. Describe the types of customer service available to agencies that use this contract: D. Will the City of Tucson and Participating Agencies be assigned a dedicated service representative and/or a dedicated service team? If a manufacturer is responding, provide a representative at the manufacturer level and for each reseller. If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account? E. How are problems resolved? F. What response time is guaranteed when a customer service request is made? G. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings? H. Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support	N/A	N/A
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	available, the location of technical support, and the hours of technical support. I. Submit additional information that will aid the City in evaluating your proposal. J. What is the turnaround time for repairs? Describe the process. Are loaner products available? K. Describe the warranty period of products. Submit information on your warranty programs.		
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5.	Method of Approach - Technology Requirements Describe your website and the ease-of-use for customers to perform the following types of tasks: to search for products; to find alternate products (if a certain product is not available); to perform side-by-side price comparison to products; to order products; to order products in advance (i.e., how far in advance of required delivery date can an order be placed?); to track order status, to include backordered items; to determine when an item was received and who received it; to restrict/block the ordering of certain line items and to restrict/block the ordering of groups; to create approval paths/levels for orders, to include creating an approval path for restricted items; to create a "favorites" list or other personalized list of frequently ordered items; to create a "shared" list for an agency to use; to obtain online customer service; to receive online training; to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders); to track their budget for purchases; to generate reports Describe additional functionality offered by your website. Describe the hours your website is applicable? What are your hours of downtime, such as for system maintenance? Does your website offer real time product availability? If volume discounts are proposed, does your website automatically offer the order size incentive? For example, if an order reaches a certain amount, is a volume discount automatically offered and, if so, how is that conveyed to the customer? Describe the types of email confirmations that your website generates. What events trigger an email going to the customer? Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self- registration, are you available to assist in the registration process? Describe if your website can be customized for an agency's specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display	N/A	N/A
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	customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields), etc. Describe the types of online reporting that are available. Is customized reporting available? Describe your online return process (if available). Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems? Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.		
6.	Method of Approach - Reporting Requirements Contractor shall provide and supply customized usage reports upon request from the City of Tucson or any Participating Agency. At a minimum, the reports shall include the item number, item description, manufacturer number, total quantity ordered, number of orders and total spend for the requested time period. At a minimum, the City of Tucson requires an annual report within 30 calendar days of each contract years end date.	N/A	N/A

7.	Price Proposal A. Provide price proposal as requested on the Price Page attached herein. B. Provide details of and propose more aggressive pricing for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. C. Describe any government rebate programs that are offered. D. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount. E. The City anticipates new products within the categories described herein will be automatically available to Participating Public Agencies at the same proposed pricing methodology indicated above. If new products become available and will not be offered at the same pricing methodology describe the proposed verifiable pricing formula or guaranteed discount matrix for new products introduced.	N/A	N/A
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8.	Qualifications & Experience A. Provide a brief history and description of your firm. B. Offeror is a reseller, provide proof your firm is an authorized reseller. C. Provide a summarization of your experience in performing work similar to that outlined in this solicitation. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number and email address). References from other public agencies, particularly municipal governments, with similar environmental conditions as the City of Tucson are preferred. D. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References shall include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.	N/A	N/A
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J. VENDOR QUESTIONNAIRE

J.1. Discounts

As stated in the Instructions to Offerors. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

J.2. City of Tucson Business License

Does your firm have a City of Tucson Business License?

If yes, please provide a copy of your City of Tucson Business license in the next question.

☐ City of Tucson Business License

If yes on the above question please upload your business license.

J.3. Credit Card Payment

☐ Will payment be accepted via commercial credit card?

- ☐ Yes
- ☐ No

☐ If yes, can commercial payment(s) be made online?

- ☐ Yes
- ☐ No
- ☐ N/A

☐ Will a third party be processing the commercial credit card payment(s)?

- ☐ Yes
- ☐ No
- ☐ N/A

☐ If yes, indicate the flat fee per transaction \$_____ (as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules).

☐ If "no" to above, will consideration be given to accept the card?

- ☐ Yes
- ☐ No
- ☐ N/A

J.4. Forms to be filled out

Please ensure that all required information is included with your offer.

- A. Technical Proposal
- B. Pricing Proposal
- C. Offer and Acceptance Form

Technical Proposal

Please upload your Vendor Response to Evaluation Criteria.

Pricing Proposal

Please upload your Pricing Proposal (if applicable).

Offer and Acceptance Form*

Please upload the signed Offer and Acceptance Form.

*Response required

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

Panasonic Connect North America

Division of Panasonic Corporation of North America

Company Name

Two Riverfront Plaza, 9th Floor

Address

Newark, NJ 07102-5490

City

State

Zip

Richard Elliott

Richard Elliott (Apr 17, 2023 15:25 EDT)

Signature of Person Authorized to Sign

Printed Name

Richard Elliott, SVP Apr 17, 2023

Title

For clarification of this offer, contact:

Name: **Karen D. Painter**

Title: **Bids & Proposals Manager, Government**

Phone: **862-373-2103**

Fax: **Not Available**

E-mail: **karen.painter@us.panasonic.com**

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This _____ day of _____ 20____

Awarded:

This _____ day of _____ 20____

As Tucson City Attorney and not personally
personally

As Director of Business Services and not

EXHIBIT B

**A RESOLUTION AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN THE
AMOUNT OF \$815,100.00 TO MOBILE CONCEPTS TECHNOLOGY, LLC (MCT) FOR
MOBILE COMPUTER EQUIPMENT FOR THE ARVADA POLICE DEPARTMENT**

Quote: Q-12590

Account: C28352

Contract: OMNIA

Omnia Contract No. 226017-02
Same or better than the cooperative agreement

Quote Date: 11/30/2023, 12:34 PM

Valid Until: 5/30/2024

Terms: Net 30

PO:

Sales Rep: Jasmine Wright

Email: jasmine@mobileconceptstech.com

Phone:

Fax: 281-259-6615

Billing Information

City of Arvada
8101 Ralston Road
1st Floor
Arvada, CO 80002
US
720-898-7897

Shipping Information

City of Arvada
8101 Ralston Rd
1st Floor
Arvada, CO 80002-2439
US

Qty	SKU	Product Description	Unit Price	Total Price
170	CF-33TZ011AM	Win11 Pro, Intel Core i5-1245U vPro (up to 4.4GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Intel Iris Xe, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G MLP31-W, GPS, Dual Pass (Ch1:WWAN/Ch2:GPS), Mic and Infrared 2MP Webcam, 8MP Rear Camera, Fingerprint (AD), Standard Batteries (2), TPM 2.0, Flat	\$2,905.00	\$493,850.00
175	CF-VEK333LMP	Premium Emissive Keyboard for CF-33 Mk1, Mk2, Mk3. Red Backlight (4 levels). USB-A (3), HDMI, VGA, LAN, SDXC (full-size), Serial (USB), Power, Docking Connector, Kensington Lock. Includes Handle/Kickstand. Display can be Opened to any Angle and Supports Convertible Mode. Compatible with Tablet, 33 Laptop Vehicle Dock and 33 Desktop Dock.	\$495.00	\$86,625.00
75	CF-VEB331U	Laptop Desktop Dock for CF-33. Requires Premium Keyboard (sold separately). Ethernet (2), HDMI, VGA, USB 2.0 (4), USB 3.0 (2), Serial, Power, Docking Connector, Kensington Lock, Release Lever and Power Button. No AC Adapter included	\$275.00	\$20,625.00
150	C-MD-119	11# Slide Out Locking Swing Arm With Low Profile Motion Device Adapter	\$240.00	\$36,000.00
150	DS-PAN-1112-2	Havis: Docking Station For Panasonic TOUGHBOOK 33 2-In-1 Laptop With Advanced Port Replication and Dual Pass-Thru Antenna Connections With LIND Power Supply - TOUGHBOOK certified dock supports the Panasonic TOUGHBOOK 33 2-in-1 in public safety, utilities, military, and other demanding environments - Panasonic certified electronics with advanced port replication includes video capability as well as standard options to support mission-critical peripherals	\$1,050.00	\$157,500.00

Qty	SKU	Product Description	Unit Price	Total Price
5	CF-335Z-0VAM	Win11 Pro, Intel Core i7-1270P vPro (up to 4.8GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Intel Iris Xe, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G MLP31-W, GPS, Dual Pass (Ch1:WWAN/Ch2:GPS), Mic and Infrared 2MP Webcam, 8MP Rear Camera, Long Life Batteries (2), TPM 2.0, Bump Out, Mk3 Premium Keyboard (not compatible with mk1/mk2 tablets), CF-SVCFES200 - Field Engineering Support	\$4,100.00	\$20,500.00

Freight	\$0.00
Freight Type	Best Way
Total	\$815,100.00

Terms & Conditions

- Any refunds, for any reason (including cancellations), if payment was made with American Express, refund will be less 4% American Express merchant processing charge
- All shipments are FOB Destination, Freight Prepaid & Add, unless using customer shipping account, if freight not shown on quote, it will be added to Invoice
- Payment must be made in U.S. dollars
- Pricing and quantities are subject to change
- Mobile Concepts Technology reserves the right to substitute products of equal or greater specifications
- Invoices are subject to late payment charges of 18% per year computed monthly after due date
- All products are sold "AS IS"
- No credit allowed for goods returned without prior approval
- ALL RETURNS MUST BE ACCOMPANIED BY A RETURN MATERIAL AUTHORIZATION NUMBER AND ARE SUBJECT TO A 20% RESTOCKING/HANDLING FEE; IF A SPECIAL ORDER PART, ADDITIONAL VENDOR RESTOCKING/HANDLING FEES MAY APPLY
- Claims for loss or damage in shipment must be made to the carrier by the Customer. All others must be made to Mobile Concepts Technology within 2 days of receipt of goods. All goods shipped at the buyer's risk
- All product and services on this invoice will remain the property of Mobile Concepts Technology and will be fully encumbered until full payment has been remitted
- Terms orders are based on payment being made via Check, ACH, or Wire. If a Credit Card is presented as payment for a Net Terms Invoice, an administrative fee of 3.5% plus \$25 will be added to the corrected invoice.

By submitting a signed copy of this sales quote, you can turn it into an official Purchase Order. Ensure that the details in this document meet your specific requirements before signing - no sales order will be generated without that all-important signature!

Account City of Arvada Quote # Q-12590

Quote Total \$815,100.00 Quote Valid Until 5/30/2024

Signature _____ Date _____

Printed Name _____ Title _____

Purchase Order # _____ Terms _____

Billing Contact Information

Contact Name _____

Email _____ Phone _____



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.2.

TO: THE HONORABLE CITY COUNCIL

DATE: May 20, 2024

SUBJECT: R24-050, A Resolution Authorizing Acceptance Of Fleet ZERO-Emission Resource Opportunity Grant Funds From The State Of Colorado To Install Electric Vehicle Charging Stations

Report in Brief

PRESENTER: Kim Vagher, Manager of City Facilities

The City was awarded grant funds for EV charging stations in the first round of the Colorado Energy Office's Fleet-ZERO Grant Program in a statewide competition. While the Fleet-ZERO program focuses on Fleet vehicle charging stations, the installed charging stations can also be utilized for public use if such use can be accommodated. The award amount is the lesser of \$99,000 or 90% of total eligible project costs. The following EV charging stations have been awarded:

- Indiana Shops - 3 dual port level 2 charging stations - grant amount \$33,000 - Fleet use only
- Parks/Fleet - 3 dual port level 2 charging stations - grant amount \$33,000 - Fleet use only
- City Hall - 3 dual port level 2 charging stations - grant amount \$33,000 - Fleet and Public use

The Arvada team recommends that the City Council approve R24-050, A Resolution Authorizing Acceptance Of Fleet ZERO-Emission Resource Opportunity Grant Funds From The State Of Colorado To Install Electric Vehicle Charging Stations

Financial Impact

The installation costs inclusive of CEO cloud-based software requirements and grant match are estimated at \$365,500, as recently approved by the City Council for 2024 one-time funds. The EV charging units will be under warranty for 5 years, leaving only the annual software upgrade estimated at \$800 per charger or \$7,200 per year. After 5 years, the anticipated additional charger maintenance is estimated at \$400 per charger, plus the annual software upgrade brings the maintenance cost to \$10,800.

Background

Electric-powered mobility has become an increasingly viable and beneficial strategy by our City Council and the Arvada Sustainability Advisory Committee to reduce emissions from our city vehicle fleet. The Fleet-ZERO grant will lead our journey to decarbonize our fleet vehicles and provide the charging infrastructure required to support the electric vehicle goals of our Fleet Management division.

Discussion

The EV Charging Infrastructure is supported by the initial our Fleet Management Division telematics report by Sawatch Labs that recommended 18 light duty EV candidates being the Ford Lighting Pro's and Chevy Equinox based on several components of use and highest return of investment. The estimated lifetime impact of the initial 18 EV's would reduce GHG by 27% and fuel use by 101,071 gallons.

Public Contact

N/A

Commission Recommendation

N/A

Strategic Alignment

The action aligns with Infrastructure Work System Strategic Result 11 to conduct a fleet electrification transition study and milestone 11D identify and solicit additional state, local and grant funding opportunities for charging infrastructure.

Alternative Courses of Action

The Council could decide not to approve the acceptance of the Fleet ZERO-Emission Resource Opportunity Grant Funds.

Recommendation for Action

The Arvada team recommends that the City Council approve R24-050, A Resolution Authorizing Acceptance Of Fleet ZERO-Emission Resource Opportunity Grant Funds From The State Of Colorado To Install Electric Vehicle Charging Stations

Suggested Motion:

I move that R24-050, A Resolution Authorizing Acceptance Of Fleet ZERO-Emission Resource Opportunity Grant Funds From The State Of Colorado To Install Electric Vehicle Charging Stations be (approved)(rejected).

Prepared by:
Tammy Hedlund, Legal Specialist

Reviewed by:

Approved by:

Kim Vagher, Manager of City Facilities	5/1/2024
Jacqueline Rhoades, Public Works Director	5/1/2024
Bryan Archer, Director of Finance	5/1/2024
Tammy Hedlund, Legal Specialist	5/1/2024
Laura Hemler, Assistant City Attorney	5/2/2024
Don Wick, Deputy City Manager	5/3/2024
Rachel Morris, City Attorney	5/3/2024
Lorie Gillis, City Manager	5/6/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-050

A RESOLUTION AUTHORIZING ACCEPTANCE OF FLEET ZERO-EMISSION
RESOURCE OPPORTUNITY GRANT FUNDS FROM THE STATE OF COLORADO TO
INSTALL ELECTRIC VEHICLE CHARGING STATIONS

WHEREAS, the State of Colorado offers the Fleet Zero-Emission Resource Opportunity Program (“Fleet-ZERO”), which provides grant funding to eligible entities seeking to install electric vehicle (EV) charging stations for fleet vehicles; and

WHEREAS, the City of Arvada (“Arvada”) applied for, and was awarded, grant funding through Fleet-ZERO; and

WHEREAS, under Fleet-ZERO, the State of Colorado will reimburse Arvada the lesser of \$99,000.00 or 90% of certain expenses Arvada incurs to install EV charging stations for its fleet vehicles as described in Exhibit A; and

WHEREAS, Arvada wishes to install fleet EV charging stations at the following locations: 6161 Wadsworth Boulevard (Streets Maintenance Facility), 6701 Indiana Street (Indiana Shops), and 8101 Ralston Road (City Hall); and

WHEREAS, the grant funding must be accepted by the Arvada City Council in accordance with Section 13.6 of the Arvada City Charter.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor or Mayor Pro Tem accepts the grant funding stated in Exhibit A and authorizes the City Manager, through the Public Works Department, to submit invoices for reimbursement to the State of Colorado through the Fleet ZERO-Emission Resource Opportunity Program.

Section 2. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 20th day of May, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel Morris, City Attorney

By: _____

Exhibit A

A Resolution Authorizing Acceptance Of Fleet Zero-Emission Resource Opportunity Grant Funds From The State Of Colorado To Install Electric Vehicle Charging Stations



STATE OF COLORADO

Office of the Governor
Community Access Enterprise

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ORDER		*****IMPORTANT*****				
Number:	POGG1,EFBA,202400003429	The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.				
Date:	4/23/24	BILL TO				
Description:	Fleet-ZERO Grant	Colorado Energy Office - Broadway 1600 Broadway Suite 1960 Denver, CO 80202				
Effective Date:	04/22/24					
Expiration Date:	01/31/25					
BUYER		SHIP TO				
Buyer:		Colorado Energy Office - Broadway 1600 Broadway Suite 1960 Denver, CO 80202				
Email:						
VENDOR		SHIPPING INSTRUCTIONS				
CITY OF ARVADA 8101 RALSTON RD ARVADA, CO 80002-2400		Delivery/Install Date: FOB:				
Contact:	EFT Remit					
Phone:	000.000.0000					
VENDOR INSTRUCTIONS						
EXTENDED DESCRIPTION						
Grantee shall complete the work as outlined in Exhibit A, the Statement of Work, attached hereto and incorporated by reference herein.						
The attached modified State of Colorado Small Dollar Grant Award Terms and Conditions shall govern this Small Dollar Grant Award in lieu of the State of Colorado Small Dollar Grant Award Terms and Conditions referenced by hyperlink.						
CAE Contact Info: Matt Lerman at matt.lerman@state.co.us						
Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1	G1000		0	0.00	\$99,000.00	☐
Description: Grant Commodity						
Service From: 04/22/24			Service To: 01/31/25			
TERMS AND CONDITIONS						
https://www.colorado.gov/osc/purchase-order-terms-conditions						



STATE OF COLORADO

Office of the Governor
Community Access Enterprise

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DOCUMENT TOTAL = \$99,000.00

State of Colorado Small Dollar Grant Award Terms and Conditions

- 1. Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology, and Addendum 2: Additional Terms and Conditions for Federal Provisions, below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the “Agreement”) shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award (“State”) and the Subrecipient identified on the face of the Small Dollar Grant Award (“Grantee”). If this Agreement refers to Grantee’s bid or proposal, this Agreement is an ACCEPTANCE of Grantee’s OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee’s acceptance, demonstrated by Grantee’s beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State’s financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
- 2. Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(1)** If applicable, Addendum 2: Additional Terms and Conditions for Federal Provisions, below; **(2)** the Small dollar Grant Award document; **(3)** these terms and conditions (including, if applicable, Addendum 1 below); and **(4)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee’s forms or invoices not included in this Agreement are void.
- 3. Changes.** Once accepted in accordance with **§1**, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.
- 4. Definitions.** The following terms shall be construed and interpreted as follows: **(a) “Award”** means an award by a Recipient to a Subrecipient; **(b) “Budget”** means the budget for the Work described in this Agreement; **(c) “Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); **(d) “UCC”** means the Uniform Commercial Code in CRS Title 4; **(e) “Effective Date”** means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f) “Federal Award”** means an award of federal financial assistance or a cost-reimbursement contract, , by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a vendor or payments to an individual that is a beneficiary of a Federal program; **(g) “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient; **(h) “Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i) “Matching Funds”** mean the funds provided by the Grantee to meet

State of Colorado Small Dollar Grant Award Terms and Conditions

cost sharing requirements described in this Agreement; (j) “**Recipient**” means the State agency identified on the face of the Small Dollar Grant Award; (k) “**Subcontractor**” means third parties, if any, engaged by Grantee to aid in performance of the Work; (l) “**Subrecipient**” means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; (m) “**Uniform Guidance**” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the “Super Circular,” which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and (n) “**Work**” means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

5. **Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
6. **Rights to Materials.** *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively “Materials”), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
7. **Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively “Grantee Records”). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the “Record Retention Period”) of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee’s

State of Colorado Small Dollar Grant Award Terms and Conditions

performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

- 8. Reporting.** If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.
- 9. Conflicts of Interest.** Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.
- 10. Taxes.** The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

State of Colorado Small Dollar Grant Award Terms and Conditions

- 11. Payment.** Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Grantee.
- 12. Term.** The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.
- 13. Payment Disputes.** If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.
- 14. Matching Funds.** Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal

State of Colorado Small Dollar Grant Award Terms and Conditions

year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

- 15. Reimbursement of Grantee Costs.** If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are **(a)** reasonable and necessary to accomplish the Work, and **(b)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).
- 16. Close-Out.** Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.
- 17. Assignment.** Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- 18. Subcontracts.** Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.
- 19. Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.
- 20. Survival of Certain Agreement Terms.** Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

State of Colorado Small Dollar Grant Award Terms and Conditions

- 21. Third Party Beneficiaries.** Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.
- 22. Waiver.** A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- 23. Indemnification.** *[Not Applicable to Inter-governmental agreements]* Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.
- 24. Notice.** All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.
- 25. Insurance.** Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent vendors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best

State of Colorado Small Dollar Grant Award Terms and Conditions

rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act. The State shall be named as additional insured on all commercial general liability policies required of Vendor. All insurance policies secured or maintained by Vendor in relation to this Purchase Order shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Vendor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

26. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

27. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **§28**.

28. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **§27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State

State of Colorado Small Dollar Grant Award Terms and Conditions

funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

- 30. Grantee's Termination Under Federal Requirements.** If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.
- 31. Governmental Immunity.** Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, *et seq.* No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.
- 32. Grant Recipient.** Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**
- 33. Compliance with Law.** Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- 34. Choice of Law, Jurisdiction and Venue. [Not Applicable to Inter-governmental agreements]** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and

State of Colorado Small Dollar Grant Award Terms and Conditions

County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

35. Prohibited Terms. Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

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IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: **(a) “CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; **(b) “Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq.*; **(c) “PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law; **(d) “PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; **(e) “PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501. . “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, *et. seq.*, C.R.S. ; **(f) “State Confidential Information”** means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act, **(g) “State Fiscal Rules”** means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); **(h) “State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; **(i) “State Records”** means any and all State data, information, and records, regardless of physical form; **(j) “Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and **(k) “Work Product”** means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other

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results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to **(a)** its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and **(b)** all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement **(a)** entered into as exhibits or attachments to this Agreement, **(b)** obtained by the State from the applicable third party Grantee, or **(c)** in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that **(a)** requires the State or the State to indemnify Grantee or any other party, **(b)** is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or **(c)** is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall

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comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. Other Entity Access and Nondisclosure Agreements. Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

E. Use, Security, and Retention. Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

F. Incident Notice and Remediation. If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as

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directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq.* In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Vendor, including, but not limited to, Vendor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Vendor is given direct access to any State databases containing PII, Vendor shall execute, on behalf of itself and its employees, the certification [PII Individual Certification Form](#) or [PII Entity Certification Form](#) [Download form from Hyperlink] on an annual basis and Vendor's duty shall continue as long as Vendor has direct access to any State databases

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containing PII. If Vendor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Vendor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

J. Software Piracy Prohibition. The State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>. Grantee shall not allow remote access to State Records from outside the United States, including access by Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

L. Accessibility. Grantee shall comply with and the Work Product provided under this PO shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. ~~Grantee shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the~~

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~~Indemnified Parties in relation to Grantee's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.~~ The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

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IF ANY PART OF THIS PO HAS BEEN FUNDED, IN WHOLE OR IN PART, WITH
FEDERAL FUNDS, THE FOLLOWING PROVISIONS SHALL ALSO APPLY TO THIS
PO.

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. “Entity” means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4.** a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6.** a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.
 - 2.1.4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
 - 2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.
 - 2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.

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- 2.1.7. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.8. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.8.2. Is not organized primarily for profit; and
 - 2.1.8.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.11. “Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.12. “Subaward” means an award by a Recipient to a Subrecipient or a Contractor funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.13. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. Subrecipient also means Grantee.
- 2.1.14. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.15. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;

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- 2.1.15.2.** Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
- 2.1.15.3.** Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
- 2.1.15.4.** Change in present value of defined benefit and actuarial pension plans;
- 2.1.15.5.** Above-market earnings on deferred compensation which is not tax-qualified;
- 2.1.15.6.** Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16.** “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17.** “Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee or Subrecipient at <https://sam.gov/content/home>.
- 2.1.18.** “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. COMPLIANCE.

- 3.1.** Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID REQUIREMENTS.

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- 4.1. SAM. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

5. TOTAL COMPENSATION.

- 5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Subrecipient received:
 - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

- 6.1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

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- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. Subrecipient shall report as set forth below.
 - 8.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM **for each** Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:
 - 8.1.1.1. Subrecipient Unique Entity ID;
 - 8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient parent's organization Unique Entity ID;
 - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
 - 8.1.2. To Recipient. A Subrecipient shall report to its Recipient, upon the effective date of the Grant, the following data elements:
 - 8.1.2.1. Subrecipient's Unique Entity ID as registered in SAM.
 - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

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- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, 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 CFR part 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.
- 9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 9.5. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient’s fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

ADDENDUM 2:

Additional Terms & Conditions for Federal Provisions

- 11.1.1.Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2.Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3.Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. REQUIRED PROVISIONS FOR SUBRECIPIENT WITH SUBCONTRACTORS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;
- 12.1.1. For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)
- 12.1.2. For contracts with Subcontractors – Include the terms in [the Contract Federal Provisions Exhibit](#).

13. CERTIFICATIONS.

ADDENDUM 2:

Additional Terms & Conditions for Federal Provisions

- 13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Subrecipient with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

ADDENDUM 2:
Additional Terms & Conditions for Federal Provisions

- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

I. Project Title: Fleet Zero-Emission Resource Opportunity (Fleet-ZERO)

II. Background/Objective

The Grantee was awarded grant funding as a result of the competitive Fleet Zero-Emission Resource Opportunity (hereinafter called "Fleet-ZERO") Program's Request for Applications (RFA). The Community Access Enterprise (hereinafter called "CAE" or the "State") agrees to provide funding to CITY OF ARVADA (hereinafter called "Grantee") towards the costs associated with the charging station project.

III. Project Description

Fleet-ZERO is a program administered by the Colorado Energy Office (CEO) in partnership with the Community Access Enterprise (CAE) to encourage use of electric fleet vehicles because they reduce greenhouse gas emissions and local air pollution, promote energy security through reliance on domestic electricity, and drive an innovative market for new technology.

The general purpose of this project is to encourage the installation of electric vehicle (EV) charging stations for fleets throughout the state of Colorado. Installing charging stations enables electric vehicles to proliferate.

Grantee is installing charging station(s) to be located at the awarded address(es) outlined below. Grantee shall adhere to the listed Accessibility Scenario(s) as further detailed in Section VI. of this Statement of Work:

1. 6161 Wadsworth Blvd, Arvada, CO 80003: Three (3) dual port 19 kW+ fleet charging stations
 - Accessibility Scenario #2 as detailed in Section VI. shall apply to this address
2. 6701 Indiana St, Arvada, Colorado 80007: Three (3) dual port 19 kW+ fleet charging stations
 - Accessibility Scenario #2 as detailed in Section VI. shall apply to this address
3. 8101 Ralston Road, Arvada, Colorado 80002: Three (3) dual port 19 kW+ fleet charging stations
 - Accessibility Scenario #1 as detailed in Section VI. shall apply to this address

IV. Work Tasks, Deliverables and Timeline

Grantee shall be responsible for the following work tasks and deliverables upon the final approval and discretion of the CAE/CEO:

- i. Purchase charging station(s) from vendors. Grantees are strongly encouraged to complete a competitive procurement process. The charging station(s) must have networked data reporting capabilities that are active, collecting data, and accessible to administrators of the Fleet-ZERO program via cloud networking at all times. See additional requirements in Section VII. Reporting.
- ii. Install the charging station(s). Grantee may either contract with personnel who have expertise in electrical installations or pay Grantee labor staff with expertise in electrical installations for the installation of the unit(s) and associated labor costs.
- iii. Construct foundation, if necessary.
- iv. Dedicate one (1) parking space for EV charging per funded charging port.
- v. Adhere to requirements for the incorporation of accessible design standards, where feasible, as detailed in Section V. Accessibility Guidelines and Section VI. Accessibility Scenarios.
- vi. Provide CAE/CEO with invoices by the Agreement end date for work completed. The costs must be directly associated with the purchase and installation of the awarded EV charging station(s).
- vii. Submit final required documentation as outlined below with documentation of charging station installation(s) by the Agreement end date. The following documentation is required for CAE/CEO to reimburse eligible costs on the project:
 1. Final Reporting Form
 2. Summary Invoice / Reimbursement Request Form

Exhibit A Statement of Work

3. Legible copies of all sales / invoices showing the purchase price and amount paid by the Grantee for the EV charging stations and the number of units purchased (demonstrating that purchases / work to be reimbursed occurred within the Agreement term).
 4. Legible copies of all invoices / receipts showing the installation costs and number of labor hours spent by the installers and any subcontractors on the project (demonstrating that work to be reimbursed occurred within the Agreement term).
 5. Legible copies of proof of vehicle ownership with State of Colorado vehicle registration or International Registration Plan (IRP), purchase order(s), and/or executed lease agreement(s) for associated electric vehicles that will be utilizing each funded charging station as specified in the awarded grant application.
 6. Date(s) of installation, installation completion, and when the unit(s) is operational and available for use in the Final Reporting Form.
 7. Digital photograph(s) of the completed and operational unit(s) and dedicated EV charging space(s).
 - a. If required per Section III. Project Description and Section VI. Accessibility Scenarios (unless otherwise waived by the CAE/CEO), photographs must demonstrate proof of incorporation of accessible design standards and should be from a perspective that clearly shows adherence to the accessibility standards, including wider spacing and a path of travel to the charging station(s), where feasible. Additional photographs may be requested prior to reimbursement being finalized if this is required and not clearly demonstrated.
 8. Copies of all required permits.
 9. Confirmation that the charger(s) is registered with the [Alternative Fuels Data Center](#).
 10. Read-only and downloadable data access granted to CAE/CEO for five (5) years, per Section VII. Charging Station Utilization Reporting outlined herein.
- viii. All deliverables shall be adjusted to the final approval and discretion of the CAE/CEO.

V. Accessibility Guidelines

Grantee shall be responsible for adhering to requirements for the incorporation of accessible design standards, where feasible, as detailed by the [U.S. Access Board](#) and the [Fleet-ZERO Application Guide](#), and based on the Accessibility Scenarios defined in Section VI.

1. Accessible design standards require that 5%, but no fewer than one (1) stall at each required address must be accessible and that Grantee must incorporate the accessible design standards into the parking stall(s) serving the highest power output charging port(s) at each required address.
2. Failure to incorporate accessible design standards, where feasible and required, may result in a delay of reimbursement until the project incorporates such design standards or forfeiture of a portion of the grant award (10% of the total grant award) if Grantee fails to complete this aspect of the Agreement.
3. If accessible design standards are determined not to be feasible, written documentation from the CAE/CEO reflecting such is required.
4. Determination of feasibility of the incorporation of accessible design standards is solely at the discretion of the CAE/CEO.

VI. Accessibility Scenarios

The Accessibility Scenarios as detailed below shall apply to each awarded address as referenced in Section III. Project Description:

Accessibility Scenario #1:

- The incorporation of accessible design standards, where feasible, as detailed in Section V., is required at this awarded address.

Accessibility Scenario #2:

- Per the [U.S. Access Board 'Employee Use of EV Chargers'](#), the CAE/CEO has provided Grantee with an exemption for the incorporation accessible design standards at this awarded address under the

Exhibit A Statement of Work

employee work area exception, since Grantee has provided written acknowledgement to the CAE/CEO that all of the awarded charging stations at this awarded address will only be used by employees for charging company / fleet vehicles. The incorporation of accessible design standards however is still strongly recommended by the CAE/CEO for at least one (1) EV charger at this awarded address to accommodate employees with disabilities and because the employer may be required to provide an accessible EV charger if requested by an employee as a reasonable accommodation.

- However, if the planned employee access of any of the awarded charging stations at this awarded address were to change by the Agreement end date and one (1) or more of any of the awarded charging stations at this awarded address will be provided for employees to charge their personal vehicles, Grantee must immediately notify the CAE/CEO. In this case, the exemption for the incorporation of accessible design standards provided by the CAE/CEO under the employee work area exception as outlined above would no longer apply at this awarded address and Grantee would be required to incorporate accessible design standards at this awarded address, where feasible, as detailed in Section V.

VII. Reporting

Grantee shall be responsible for the following reporting requirements: Written analysis shall be in accordance with the procedures developed and prescribed by the State. Required reports shall be submitted to the CAE/CEO upon completion of all work tasks, or at such time as otherwise specified. The preparation of reports in a timely manner shall be the responsibility of Grantee and failure to comply may result in the delay of payment of funds and/or termination of this Agreement. Grantee must provide written communication to CAE/CEO if the project experiences significant changes or delays in the schedule via email.

VIII. Final Report & Invoice Documentation

The Grantee shall submit a final report by the Agreement end date. This report will demonstrate the completion of the project and installation of the charging station(s). To be acceptable, the final report must explain the Grantee's procurement and installation process, lessons learned from procurement and installation, and the data reporting capabilities of the charging station(s), and it must identify the location(s) of the charging station(s) accompanied with pictures of the installed unit(s). The Grantee shall provide an invoice to CAE/CEO for the purchase of the unit(s) and associated equipment, permitting costs, and the labor costs associated with the installation(s). To be acceptable, the invoice must be supported by receipts or invoices for all equipment, permits, and labor. The invoice must include an itemized list of all project costs being considered under the grant, including a breakdown of those covered under Fleet-ZERO and by the project match (10% project cost match per unit).

IX. Charging Station Utilization Reporting

Upon the installation of the charging station(s), the CAE/CEO requires information on the charging station(s) usage, including at a minimum, the time of use, duration of use, # of customers / unique users, and kWh used. By accepting funding through the Fleet-ZERO program, Grantee agrees to provide all information requested within this Agreement. Furthermore, by accepting funding for the charging station(s) through the Fleet-ZERO program, Grantee is required to provide read-only and downloadable data access to the charger(s) network dashboard to CAE/CEO. The Grantee shall report data to CAE/CEO for a minimum of five (5) years on all charging station(s) metrics as required by CAE/CEO. CAE/CEO may share this information at an anonymized and/or aggregated County level on the EValuateCO dashboard or other platform at the discretion of CAE/CEO or with anyone requesting such data.

X. Budget

CAE will pay the Grantee the lesser of \$99,000 (not to exceed \$11,000 per new dual port 19 kW+ fleet charging station) or up to 90% of allowable project costs for the charging station installation(s). Grantee is responsible for any cost overruns. Grantee is entitled to payment only after successfully completing the charging station installation(s) and submitting an acceptable invoice and an acceptable final report to

CAE/CEO.

XI. Payment Terms – Billing Procedures

The State shall pay the Grantee the reasonable, allocable, and allowable costs for work performed based on satisfactory progress of the work defined in this Agreement. Grantee shall be compensated only for work and services performed by Grantee and accepted by CAE/CEO pursuant to the terms of this Agreement. Payment shall also be contingent upon CAE/CEO's timely receipt and acceptance of required reports described herein. Grantee shall be reimbursed based on the submission of Grantee's invoice(s) and final required documentation as outlined in Section IV. (vii). To be considered for payment, billings for payment pursuant to this Agreement must be received by the State by the end of the Agreement Term.

Payment will be made upon final completion of the project. CAE shall make no payment until the Grantee successfully completes the charging station installation(s) and submits an invoice and final report to CAE/CEO, including verification that the station(s) is operational and available for use. CAE shall make payment within 45 days of receiving the acceptable final report and invoice. If installation is not completed by January 31, 2025, CAE is under no obligation to pay the Grantee.

XII. Testing and Acceptance Criteria

The charging station(s) will be acceptable to the CAE/CEO if they are installed, operational, and available for use by January 31, 2025. The Grantee's invoice to CAE will be acceptable if it is properly supported by invoices or receipts and the costs are associated with procurement of the charging station(s), construction materials, permitting, construction labor costs, and installation costs. The final report will be acceptable to CAE/CEO if it explains the Grantee's procurement and installation process, lessons learned from procurement and installation, the data reporting capabilities of the charging station(s), and it identifies the location(s) of the charging station(s) accompanied with pictures of the installed units. If the units, invoice, and report are acceptable, the CAE/CEO Program Manager will submit the invoice to the accounting department for payment.

If the units, invoice, and report are unacceptable, the CAE/CEO Program Manager will work with the Grantee to correct, modify, or replace as needed. If Grantee fails to perform, the CAE/CEO Program Manager will submit a report to CEO's Director of Transportation Fuels and Technology and Director of Accounting and Budget explaining why funding should be denied or reduced. The two Directors and the CAE/CEO Program Manager will determine whether funding should be denied or reduced, and the CAE/CEO Program Manager will inform the Grantee of their decision.

XIII. Small Dollar Grant Award Amount

The maximum amount payable under this Agreement to Grantee by the CAE shall be \$99,000, as determined by the State from available funds. Satisfactory performance under the terms of this Agreement shall be a condition precedent to the CAE's obligation to compensate the Grantee. The CAE shall not be liable to pay or reimburse Grantee for any performance hereunder prior to the Service From Date as shown on the face of the Small Dollar Grant Award.

XIV. Small Dollar Grant Award Term

The Grantee shall begin work upon the later of the Service From Date as shown on the face of this Small Dollar Grant Award or upon Grantee's acceptance of this Agreement. This Small Dollar Grant Award shall terminate on January 31, 2025, unless sooner terminated or further extended as specified elsewhere herein.



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.3.

TO: THE HONORABLE CITY COUNCIL

DATE: May 20, 2024

SUBJECT: R24-051, A Resolution Authorizing An Agreement By and Between the City of Arvada and Asphalt Specialties Co., Inc., for Asphalt Mill/Overlay For City of Arvada Parking Lots - Phase I, CSB 24-FAC-035, In An Amount Not to Exceed \$662,849.05

Report in Brief

PRESENTER: Jacqueline Rhoades, Director of Public Works

Council action is requested on the attached resolution authorizing an agreement with Asphalt Specialties Company, Inc. Not to Exceed the amount of \$662,849.05 in the base year. This project includes pavement resurfacing and new pavement markings on the parking lots of the City Hall Campus (to include Memorial Park), Post Office, Wastewater, the Arvada Center, and possibly Lake Arbor Pool. This agreement will be a multiyear contract with three optional years pending available funding for additional parking lot resurfacing.

The Arvada team recommends that the City Council approve R24-051, A Resolution Authorizing An Agreement By and Between the City of Arvada and Asphalt Specialties Co., Inc., for Asphalt Mill/Overlay For City of Arvada Parking Lots - Phase I, CSB 24-FAC-035, In An Amount Not to Exceed \$662,849.05.

Financial Impact

This is a one-time request for project construction costs. The future option years and amounts of the contract will be subject to a list of additional parking lots to be repaired, funding available, and City Council Approval (if over \$500,000).

Fund: The following fund will be utilized and funding is available - Fund 55.702012.58104.

Background

Most of the parking lots in the vicinity of City Hall and the Arvada Center were originally placed in 1991 when both sites underwent expansion and site redevelopment. Since that time projects for improved drainage, crack sealing, and patching were completed in 2011 and 2016. The Wastewater facility's parking lot was originally placed in 1999 and Lake Arbor Pool's parking lot was paved in 1995.

A recent pavement evaluation in 2020 rated these parking lots in poor condition with mill and overlay to be scheduled in 2024. These parking lots have exposed aggregate, severe oxidation, cracking, and are a patchwork of past repairs. Resurfacing these pavements will place a monolithic surface to prevent further water intrusion and damage to the base layers. Additionally, a mill and overlay of asphalt pavement triggers the requirement for ADA items to be brought up to compliance. The contractor will submit new parking plans to be approved by the City for ADA compliance before painting parking spaces.

Bids were opened April 9th, 2024. 8 responses were received. Asphalt Specialties Company, Inc. was selected because they offered the best value, most responsive bid, and were the lowest bidder. The bid results were as follows;

Lowest - Asphalt Specialties Company Inc. - \$662,849.05

2nd Lowest - All Pro Pavement - \$697,240

3rd Lowest - Metro Pavers Inc - \$702,010 (Disqualified for missing documentation)

Discussion

Asphalt Specialties Company, Inc. was selected because they offered the best value. Additionally, they were the lowest bidder. They have completed asphalt work on many projects throughout the City of Arvada as a contractor and are familiar with the City's requirements. In addition to the contracted work, the Public Works Streets Division will pave all City Hall parking lots after Asphalt Specialties Company, Inc. removes the existing surface. This will reduce the overall amount paid on this contract. Optional line items for the contractor to bid on paving the City Hall lots were incorporated in this resolution if the City's Streets team is redirected elsewhere.

Due to upcoming concurrent projects at City Hall, the main public parking lot and the police intake alley may be deferred until next year. These two projects are the installation of a heated snow melt system (internal) and an Xcel project for power redundancy. If these two projects prevent resurfacing, then the Lake Arbor Pool will be selected for resurfacing.

A Notice to Proceed is expected to be issued on or about June 15, 2024. Construction will maintain continuous progress and work is expected to continue until the end of the paving season on October 1st, 2024. Asphalt Specialties Company, Inc. has expressed interest in working weekends or nights to avoid interruptions to facility user's operations.

Pavement resurfacing in these parking lots will significantly increase the overall life of the entire pavement system and prevent future full depth replacement of the City's parking lots.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The recommended action aligns with the Infrastructure Priority Area within the City Council Strategic Plan. Specifically, the recommended action is consistent with the following principals:

- 1) Invests in and maintains safe, resilient, accessible and environmentally efficient City facilities and fleet vehicles.
- 2) Maintains existing roads and transportation network in tandem with snow and ice control services to ensure swift and safe transportation modes for the community.
- 3) Ensures compliance with federal and state regulations including environmental and Americans with Disabilities Act.

Pavement resurfacing in these parking lots will significantly increase the overall life of the entire pavement system and prevent future full depth replacement of the City's parking lots. It is also a direct effort to move toward achieving the overall goal of infrastructure maintenance and ADA compliance.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R24-051, A Resolution Authorizing An Agreement By and Between the City of Arvada and Asphalt Specialties Co., Inc., for Asphalt Mill/Overlay For City of Arvada Parking Lots - Phase I, CSB 24-FAC-035, In An Amount Not to Exceed \$662,849.05.

Suggested Motion:

SUBJECT: R24-051, A Resolution Authorizing An Agreement By and Between the City of Arvada and Asphalt Specialties Co., Inc., for Asphalt Mill/Overlay For City of Arvada Parking Lots - Phase I, CSB 24-FAC-035, In An Amount Not to Exceed \$662,849.05

PAGE: 3
ITEM: 8.A.3.

I move that R24-051, A Resolution Authorizing An Agreement By and Between the City of Arvada and Asphalt Specialties Co., Inc., for Asphalt Mill/Overlay For City of Arvada Parking Lots - Phase I, CSB 24-FAC-035, In An Amount Not to Exceed \$662,849.05, be (approved) (rejected).

Prepared by:
Kim Vagher, Manager of City Facilities

Reviewed by:

Approved by:

Kim Vagher, Manager of City Facilities	5/1/2024
Jacqueline Rhoades, Public Works Director	5/1/2024
Bryan Archer, Director of Finance	5/1/2024
Tammy Hedlund, Legal Specialist	5/2/2024
Kelsy Sargent, Assistant City Attorney	5/3/2024
Don Wick, Deputy City Manager	5/5/2024
Rachel Morris, City Attorney	5/6/2024
Lorie Gillis, City Manager	5/6/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R-24-051

AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND ASPHALT SPECIALTIES CO., INC., FOR ASPHALT MILL/OVERLAY FOR CITY OF ARVADA PARKING LOTS - PHASE I, CSB 24-FAC-035, IN AN AMOUNT NOT TO EXCEED \$662,849.05

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Agreement, which is in substantially the same form as that attached hereto, by and between the City of Arvada and Asphalt Specialties Co., Inc. for asphalt mill/overlay for City of Arvada Parking Lots - Phase I in an amount not to exceed \$662,849.05.

Section 2. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 20th day of May, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

**AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND
ASPHALT SPECIALTIES CO., INC. FOR ASPHALT MILL/OVERLAY FOR
CITY OF ARVADA PARKING LOTS – PHASE I, CSB 24-FAC-035, IN AN
AMOUNT NOT TO EXCEED \$662,849.05**

This Agreement made this ____ day of _____, 202__, by and between the City of Arvada, a home rule municipal corporation (“Arvada” and/or “City”) and Asphalt Specialties Co., Inc. (“Contractor”).

WITNESSETH: That for and in consideration of the covenants, promises, and payments hereinafter mentioned:

WITNESSETH:

WHEREAS, Arvada solicited proposals from interested construction professionals for the provision of construction services related to its mill and overlay parking lots at several City owned facilities as described in the Contract Documents (the “Project” or the “Work”); and

WHEREAS, based on Contractor’s submissions, Arvada has selected Contractor for the Project; and

WHEREAS, Arvada and Contractor desire to enter into this Agreement regarding the construction of the Project.

NOW, THEREFORE, for and in consideration of the covenants, promises, and payments hereinafter mentioned, the parties agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF SERVICES

- 1.1. **The Services.** Contractor agrees to furnish or arrange for the construction services set forth in the Contract Documents and required for the completion of the Project within the timeframe provided in the Contract Documents. Contractor represents that it is thoroughly familiar with, and understands, the requirements of the Project’s scope and is experienced in the construction of projects of the type and scope contemplated by the Contract Documents. Contractor represents to Arvada that Contractor has all necessary education, skill, knowledge, expertise and experience required for construction of the Project, and will maintain, at all times during the term of this Agreement, such personnel on its staff to provide the services contemplated hereby within the time periods required hereby. In addition, Contractor represents that it or Arvada-approved subcontractors or subconsultants performing services under this Agreement have all applicable licenses required by the State of Colorado to perform such services and all required insurance coverage as required by this Agreement and by law.
- 1.2. **Cooperation.** The Contractor shall endeavor to develop, implement and maintain, a spirit of cooperation, collegiality, and open communication with Arvada, Arvada’s Consultants, and Arvada’s residents so that the goals and objectives of each are clearly understood,

potential problems are resolved promptly, and upon completion, the Project is deemed a success by all interested parties.

- 1.3. **Preparation/Sufficiency of Site.** Before commencing the Project, the Contractor shall (i) visit and thoroughly inspect the Project Site and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the Project will be constructed and operated; (ii) familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components and other attributes having or likely to have an impact on the Project; (iii) familiarize itself with Arvada's engineering and design requirements, design objectives, and budget for the Project; (iv) familiarize itself with pertinent Project dates and programming needs, including the Project schedule; (v) review and analyze all Project geotechnical, environmental, and construction materials tests, investigations and recommendations, (vi) review all specifications; and (vii) gather any other information necessary for a thorough understanding of the Project. Claims by Contractor resulting from Contractor's failure to familiarize itself with the Site or pertinent documents shall be deemed waived.
- 1.4. **Contract Documents.** The Contract Documents are incorporated herein by reference. The term "Contract Documents" means and includes the following:
 - A. Arvada's solicitation entitled CSB 24-FAC-035 Asphalt Mill/Overlay for City of Arvada Parking Lots – Phase I ("CSB"), including all exhibits and/or addenda;
 - B. Contractor's Response to CSB 24-FAC-035, Advertisement for Bid, Bid Proposal, Bid Schedule, Bid Bond ("Contractor's Response");
 - C. Notice of Award;
 - D. Performance and Payment Bond;
 - E. Notice(s) to Proceed;
 - F. Change Orders (if any);
 - G. City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements dated October 23, 2023;
 - H. Requests for Information and Responses (if any);
 - I. Required Project submittals;
 - J. All supplementary requirements regarding wage rates, E.E.O., affirmative action and all other Federal-State requirements as outlined in the specifications (if applicable).
- 1.5. **Interpretation of Contract Documents.** In the event of conflicts or discrepancies among the Contract Documents, the documents shall govern in the following order: (1) the Agreement; (2) Arvada's solicitation CSB 24-FAC-035; (3) City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements; (4) Contractor's Response; (5) Change Orders; (6) Requests for Information and Response.

ARTICLE 2. ARVADA'S DUTIES, OBLIGATIONS AND RESPONSIBILITIES

- 2.1. **Project Information.** Contractor acknowledges that Arvada has provided Contractor with information regarding Arvada's requirements for the Project as set forth in the Contract Documents, including Project Specifications.
- 2.2. **Arvada's Budget.** Arvada has established, and will update, an overall budget for the Project, including amounts allocated for construction, Arvada's other costs, and reasonable contingencies related to these costs as appropriate.
- 2.3. **Arvada's Representative.** Arvada will designate a representative authorized to act on Arvada's behalf with respect to the Project.
- 2.4. **Purpose of Arvada's Review.** Arvada's review, inspection, or approval of any work, Testing Documents, Applications for Payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with Arvada's standards, policies and requirements. No review, inspection, or approval by Arvada of such work or documents shall relieve Contractor of its responsibility for the performance of its obligations under the Agreement or the accuracy, adequacy, fitness, suitability, or coordination of its construction services. Approval by any governmental or other regulatory agency or other governing body of any work, Testing Document, or the Construction Documents shall not relieve Contractor of responsibility for the performance of its obligations under this Agreement. Payment by Arvada pursuant to the Agreement shall not constitute waiver of any of Arvada's rights under the Agreement or at law, and Contractor expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by Arvada. Notwithstanding the foregoing, reasonable notice shall be given by Arvada to the Contractor if Arvada becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents.

ARTICLE 3. CONSTRUCTION SERVICES REQUIREMENTS AND STANDARDS

- 3.1. **Quality of Construction Services.** Contractor shall be responsible for the quality, completeness, accuracy, and coordination of the Work. Contractor shall provide construction services that meet all industry standards, including all environmental and regulatory requirements. Arvada will provide and be responsible for all material testing and all other testing if needed.
- 3.2. **Arvada's Right to Carry Out the Work.** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven calendar day period after written notice from Arvada to commence and continue correction of such default or neglect with diligence and promptness, Arvada may after such seven-day period, without prejudice to other remedies Arvada may have, correct such deficiencies. In such a case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for any consultant's additional services and expenses made necessary by

such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to Arvada within ten days of receipt of an invoice for such amounts from Arvada.

- 3.3. **Legal Standard.** Contractor shall furnish construction services in accordance with industry standards currently practiced by construction professionals on projects similar in size, complexity, and cost to the Project.
- 3.4. **Construction Standards.** Contractor shall perform all services in accordance with requirements of governmental agencies having jurisdiction over the Project, City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements, the American Society for Testing and Materials (“ASTM”) Standards, and the requirements set forth in the Contract Documents. In addition, the Contractor’s work shall comply with all applicable building codes, accessibility laws and regulations, environmental regulations, and other applicable legal requirements in effect at the time of the work. To the extent Arvada’s standards exceed applicable legal requirements, such standards shall be met unless Contractor obtains a variance from Arvada in writing.
- 3.5. **Permits.** Contractor shall be responsible for obtaining all necessary permits and other governmental approvals necessary for the development of the Project and shall obtain the same at the times necessary to meet the Project schedule. Contractor’s responsibility includes providing environmental services and permitting coordination as further described in the Contract Documents.
- 3.6. **Notice of Non-Compliance.** Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Arvada, and shall at once report to Arvada any errors, inconsistencies or omissions discovered as well as any foreseeable constructability issues arising from the project specifications and/or site conditions. If the Contractor performs any construction activity knowing or should have known it involves an error, inconsistent, omission or constructability issue in the Contract Documents without such notice to Arvada, the Contractor shall assume full responsibility for such performance and shall bear the full costs for correction, including reimbursement for any delay caused to the Project.

ARTICLE 4. CHANGES TO THE WORK

- 4.1. **Minor Contract Revisions.** Miscellaneous modifications in the work, ordered by the Project Engineer in the form of a field order, will be considered a minor contract revision. Payment for accepted work performed under this pay item “Minor Contract Revision.” If the contractor feels that a field order issued by the Engineer entitles the contractor to a change in the total contract price or time, or both, (i.e. the contractor feels that the field order involves costs over and above the amount available in the Minor Contract Revisions bid item) then the Contractor shall notify the Engineer, in writing, within 15 days after receipt of the field order. The Contractor shall not execute any such field order changes ordered by the Engineer pending the receipt of a written Change Order document executed

either by the City Manager or Mayor authorizing an increase in the total contract price. Any such work completed by the contractor prior to receipt of an executed Change Order will be at the contractor's risk and be subject to removal by the contractor should a Change Order not be approved and executed by the City Manager or Mayor for such work.

- 4.2. **Field Orders.** An authorized representative of the contractor shall acknowledge receipt of field orders by promptly signing all written field orders delivered to the job site. Verbal field orders given by the Engineer will be recorded in writing in the municipal inspector's daily report that is to be signed by the contractor's authorized representative.
- 4.3. **Change of Method.** Any cost due to a change in construction method will be the responsibility of the contractor.
- 4.4. **Pre-Construction Meetings.** Contractor agrees to assist in the preparation for and to participate in any pre-construction meetings with Arvada.
- 4.5. **Arvada Change Orders.** Arvada may, by written order signed by Arvada, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following: (a) changes in scope of services; (b) completion date; (c) contract amount; (d) any applicable material modifications; and, (e) any other matters that the parties deem necessary.
- 4.6. **Contractor Requested Change Orders.** The Contractor may request a Change in the Work ("Requested Change Order"), including one or more of the following: (a) changes in scope of services; (b) completion date; (c) contract amount; (d) any applicable material modifications; and (e) any other matters that the parties deem necessary.
- 4.7. **Change Order Contents.** Any Requested Change Order shall include (a) a detailed description of the requested change to the original contract; (b) itemized documentation of any subcontractor costs; (c) the total costs associated with the proposed change; (d) the impact on the project completion date, if any, associated with the proposed change; and (e) a statement of the contractual basis for the requested change.
- 4.8. **Basis for Change Order Requests.** The following may be considered a valid basis for requesting a Change Order: (a) Contract Document error or omission; (b) Arvada induced enhancement; (c) unforeseeable constructability issue; (d) unforeseeable geotechnical issue. The following will not be considered a valid basis for requesting a Change Order absent extraordinary circumstances: (a) utility relocation; (b) utility conflicts; (c) foreseeable geotechnical issue; (d) foreseeable constructability issue; (e) defective construction.
- 4.9. **Written Authorization Required.** The Contractor shall not proceed with any change in the Work without the appropriate written authorization.

ARTICLE 5. SUPERVISION AND CONSTRUCTION PROCEDURES

- 5.1. **Supervision.** The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under this Contract, unless Contract Documents give other specific instructions concerning these matters.
- 5.2. **Acts and Omissions of Subcontractors and Agents.** The Contractor shall be responsible to Arvada for acts and omission of the Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.
- 5.3. **Inspection and Subsequent Work.** The Contractor shall be responsible for inspection or portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.
- 5.4. **Contractor's Representative.** Contractor will designate a representative authorized to act on Contractor's behalf with respect to the Project.

ARTICLE 6. COMPENSATION.

- 6.1. **Completion of Services.** Contractor will furnish all material, supplies, tools, equipment, labor, and other services necessary for the completion of the Work within Arvada's timeframe and monetary limitations set forth below:
 - 6.1.1. Contractor shall commence the Work required by the Contract Documents no later than May 27, 2024 unless otherwise mutually agreed-upon by the Parties in writing;
 - 6.1.2. Contractor shall complete the Work required by the Contract Documents by August 25, 2024 unless the period for completion is extended otherwise by the Contract Documents; and
 - 6.1.3. The Contractor shall agree to pay to the Owner, as liquidated damages, the sum of \$500 for each consecutive calendar day that the work exceeds the allotted contract time.
 - 6.1.4. Compensation Amount. Contractor agrees to perform the Work for an amount not to exceed \$662,849.05.
- 6.2. **Measurement & Payment.** Measurement of the work performed and payment, at the unit or lump sum price quoted in the Bid Schedule, shall be made in accordance with the City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Improvements.
- 6.3. **Term.** The term of the Agreement shall be for one year from Arvada's execution of the Agreement, unless otherwise agreed to in writing by the parties, subject to availability of funds, or Arvada's termination for convenience under the Contract Documents.

- 6.4. **Renewal.** This Agreement may be renewed by Arvada for two consecutive one-year terms. Any renewals shall be on the same terms as this Agreement, including the Compensation Amount, and automatic unless Arvada gives Contractor 30 calendar days' written notice to terminate the Agreement.
- 6.5. **Additional Services.** While Arvada has listed its major requirements for its solicitation in the Contract Documents, Arvada may, during the term of this Agreement, wish to purchase other related services identified and offered by Contractor, based upon the Bid Schedule amounts contained in Contract Documents. Arvada reserves the right to award these ancillary items to Contractor. This option, if exercised, in no way obligates Arvada to pursue additional services with Contractor.
- 6.6. **Payment for Services.** At least twenty (20) calendar days before the date established for each monthly progress payment, the Contractor shall submit to Arvada an itemized Application for Payment for construction completed in accordance with the Bid Schedule. Such application shall be support by such data substantiating the Contractor's right to payment as Arvada may require, such as copies of invoices or requisitions from subcontractors and material suppliers and reflecting retainage. Arvada shall pay NET 30 for services performed in accordance with the Bid Schedule and with this Agreement, but in no event shall the total Contract Amount exceed \$662,849.05 absent a properly executed Change Order. Measurement of the work performed and monthly payment shall be made in accordance with requirements of the Measurement and Payment Section in the Contract Documents unless otherwise specifically provided herein.
- 6.7. **Non-Conforming Materials or Construction.** Where materials installed or the finished product fails to meet minimum requirements of the Contract Documents, the basis of determining final payment to the Contractor shall be determined in accordance with the City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements.
- 6.8. **Retainage Requirements.** Contractor agrees to submit monthly invoices together with any retainage requirements as prescribed by Colorado state statutes (*see e.g., C.R.S. § 24-91-101 et seq*). Payment from Arvada will be paid NET 30 days. Invoices will accurately reflect actual work completed by Contractor and its subconsultants or subcontractors.

ARTICLE 7. MISCELLANEOUS.

- 7.1. **Waiver.** No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.
- 7.2. **Strict Compliance.** No failure of Arvada to insist upon strict compliance by the Contractor with any provision of the Contract Documents shall operate to release, discharge, modify, change or affect any of the Contractor's obligations.

- 7.3. **Successors and Assigns.** Arvada and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors and assigns of such other parties with respect to all covenants of this Agreement. Contractor shall not assign (whether partially or wholly) this Agreement whether by operation of law or otherwise, without the written consent of Arvada. If Contractor makes an assignment in accordance with this provision, Contractor shall nevertheless remain legally responsible for all obligations arising under the Agreement, unless otherwise agreed in writing by Arvada.
- 7.4. **Additional Documents.** The parties agree to execute any additional documents and to take any additional action that is necessary to carry out this Agreement.
- 7.5. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein. All provisions of this Agreement which contain continuing obligations shall survive its expiration or termination.
- 7.6. **Paragraph Captions.** The paragraph captions in this Agreement are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.
- 7.7. **Integration, Amendment, and Severability.** This Agreement represents the entire agreement between the parties, and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect if the essential terms and conditions of this Agreement for both parties remain valid, legal, and enforceable.
- 7.8. **Notices.** Any notice or notification required or permitted by the Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent electronically, or by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice or notification shall be deemed to have been given when electronically sent or when deposited in the United States mail.
- 7.9. **Binding Authority.** Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Agreement may be executed in

counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

- 7.10. **Preferences in Employment of Colorado Labor.** To the extent that obligations and responsibilities may be established by C.R.S. § 8-17-101 *et seq.*, as amended, with respect to certain public entities and those contracting therewith as to the procurement of services:

7.10.1. Colorado labor shall be employed to perform eighty percent (80%) of the work.

7.10.2. Any waiver of this requirement must comply with C.R.S. § 8-17-101 *et seq.*, as amended.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

[signatures on next page]

DATED this _____ day of _____, 2024.

CITY OF ARVADA, a Colorado home
rule municipal corporation

Lauren Simpson
Mayor of Arvada
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris

By: _____

ASPHALT SPECIALTIES CO., INC.

Daniel W. Hunt
345 W. 62nd Ave.
Denver, CO 80216
Email: Danh@asphaltspecialties.com

Exhibit A

An Agreement By And Between The City Of Arvada And
Asphalt Specialties Co., Inc. For Asphalt Mill/Overlay For
City Of Arvada Parking Lots – Phase I, CSB 24-FAC-035, In
An Amount Not To Exceed \$662,849.05



COMPETITIVE SEALED BID

BID #: 24-FAC-035

Title: Asphalt Mill/Overlay for City of Arvada Parking Lots – Phase I

Issue Date: 03/20/2024

MANDATORY Pre-bid Meeting 03/25/2024 - 9:00 am MT
Location: Start at Arvada City Hall Main Lot – 8101 Ralston Rd, Arvada CO

Questions Deadline: 04/02/2024 – 10:00 am MT
Questions must be submitted through BidnetDirect.com. Responses will be posted on BidNet via addendum.

Bid Due Date: 04/09/2024 10:00 am MT

Virtual Opening Information Join Zoom Meeting:
<https://arvadaco-gov.zoom.us/j/88179755747?pwd=V3kPQL6qvBSC8O2vcaDnaLrdbUUCYQ.1>
Meeting ID: 881 7975 5747
Passcode: 976251

Bid Delivery address: Electronic Submissions must be submitted online at BidNetDirect.com by the above date and time.
Late responses will not be considered for award.

For additional administrative information not related to the project, contact: Cheryl Dye at cdye@Arvada.org
Contact with the requesting department may result in vendor disqualification.

Documents included in this Request:

Cover Page	page 1
General Terms and Conditions	page 2
Special Terms and Conditions for Bidders	page 4
Insurance Requirements	page 6
Project Special Provisions	Page 8
Scope of Work	page 12
Submittal Forms to be completed and returned	
• Bid	page 23
• Bid Proposal	page 24
• Bid Schedule	page 25
• Required Contractor Submittal Form	page 28
• Performance Measures Form	page 29
Preview of Documents if Awarded	page 29
Attachment A – Aerial Photos	
Attachment B – City Asphalt Specifications	

GENERAL TERMS AND CONDITIONS

1. PAYMENTS TO CONSTITUTE CURRENT EXPENDITURES. Financial obligations of the City of Arvada, if any, after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted and otherwise made available by the City Council for the City of Arvada. The City of Arvada's obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the City of Arvada within the meaning of Article X, Section 20 of the Colorado Constitution.

2. TAXES. The City of Arvada is not subject to taxation. Contractor shall not invoice Arvada for any state, federal or local taxes whatsoever. Upon written notification by the City of Arvada, Contractor shall reimburse the City of Arvada in a timely manner for any taxes erroneously paid by the City of Arvada. The Colorado Department of Revenue, Certification of Exemption for Colorado State Sales/Use Tax account number for the City of Arvada is 98-01789-0000. An exemption certificate will be provided, where applicable, upon request.

3. NO INDEMNIFICATION BY ARVADA. The City of Arvada is prohibited by Article XI, Section 1, Colorado Constitution, from indemnifying anyone. Therefore, notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, the City of Arvada does not indemnify Contractor or anyone else under this Agreement.

4. INDEMNIFICATION OF CITY.

A. Contractor: Notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, Contractor agrees to investigate, defend, indemnify and hold harmless Arvada, its elected officials, officers, employees, agents, insurers, and representatives from and against any claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney fees and other costs and expenses of litigation, which may be asserted against or incurred by Arvada or for which Arvada may be liable, arising from the negligence, willful misconduct, or other fault of Contractor or its employees, agents, or subcontractors in performance of the Agreement. Nothing herein is intended to constitute a covenant, promise, or agreement to indemnify and hold harmless Arvada from any liability or damages directly caused by or attributable to Arvada's own negligence. Nothing herein intended to be nor may be construed as a waiver of the immunities, protections, or limitations on damages provided to Arvada by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as it may from time to time be amended.

(or)

B. Architect, Engineer, Surveyor Services for Public Works Construction: Contractor agrees to hold harmless and indemnify Arvada, its officers and employees, from and against any liability or any claims, suits, or actions arising out of, made, or asserted for any damage to persons or property resulting from errors, omissions or fault of Contractor in connection with the performance by Contractor of obligations under this solicitation and any subsequent Agreement with Arvada. Nothing herein is intended to constitute a covenant, promise, or agreement to indemnify and hold harmless Arvada from any liability or damages directly caused by or attributable to Arvada's own negligence. Nothing herein is intended to be nor construed as a waiver of the immunities, protections, or limitations on damages provided to Arvada by the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 *et seq.*, as it may from time to time be amended.

5. NO OPINION OF COUNSEL LETTERS. Pursuant to Section 8.1 of the Arvada City Charter, the City Attorney provides advice to the City Council and City Officials in matters relating to their official powers and duties, and will perform such other duties as City Council may prescribe by ordinance or resolution. The City Attorney will not issue opinion of counsel letters, memoranda or statements to third parties, including, but not limited to that any contract or lease is binding on the public entity, enforceable, etc.

6. CONFIDENTIAL DOCUMENTS. Contractors may designate specific pages or sections within their submission as trade secret or confidential commercial information or as otherwise protected by law ("Confidential Information"). Documents and data that are considered Confidential Information shall be clearly marked as such and separated from the rest of the solicitation submission documents. Comingling is not acceptable. The City does not favor blanket assertions of Confidential Information. Please note that blanket assertions that merely classify and/or broadly claim information is confidential are insufficient as a matter of law. See, *International Brotherhood of Electrical Workers Local 68 v. Denver Metropolitan Major League Baseball Stadium District*, 880 P.2d 160 (Colo. App. 1994). Any information that will be included in any resulting contract cannot be considered Confidential. Under no circumstances may submission pricing information be considered Confidential. In the event a formal contract is entered into with the City and a portion of the Proposal/Response carries a designation indicating the Contractor believes it is Confidential Information, then the City agrees that it will use its best efforts to forward any request for the disclosure of the Confidential Information to the Contractor. By its submission of the Proposal/Response, Contractor agrees to promptly respond to the request for disclosure with any objections and reasons therefor in accordance with the Colorado Open Records Act C.R.S. §§24-72-101 *et seq.* and any other applicable law. Further, Contractor agrees to assume the obligation to defend, hold harmless, and indemnify the City in any legal proceeding that arises from non-disclosure of documents or data pursuant to the Contractor's objection.

7. OWNERSHIP OF WORK PRODUCT. The originals of all plans, reports, studies, data, or other materials or information relating to the Work that are produced by Contractor shall be delivered to and become the property of Arvada. Contractor may retain copies of any originals; however, no plans, reports, studies, data, or other materials or information relating to the Work shall be released to any person or entity without the prior written consent of Arvada. Nothing in this clause is intended to affect Contractor's right to use generic know-how learned in the course of providing services under the Agreement for the future benefit of the City of Arvada or others.

8. ASSIGNMENT. Contractor shall not assign the Agreement without the prior written consent of the City of Arvada, which will not be

unreasonably withheld, conditioned, or delayed. Contractor may assign the Agreement to any successor to the business of the party by merger, consolidation, or sale of assets. No assignment shall be permitted that enlarges any duty, responsibility or obligation of the City of Arvada, or that limits, curtails, or diminishes any right or privilege of the City of Arvada without the City of Arvada's express written consent.

9. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of the Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Arvada and Contractor and nothing contained in the Agreement shall give or allow any such claim or right of action to any other third party on the Agreement. It is the express intention of Arvada and Contractor that any person other than Arvada or Contractor receiving services or benefits under the Agreement shall be deemed to be an incidental beneficiary only.

10. INDEPENDENT CONTRACTOR. Contractor and Arvada hereby represent that Contractor is an independent contractor for all purposes hereunder. As such, Contractor is not covered by any worker's compensation insurance or any other insurance maintained by Arvada except as would apply to members of the general public. Contractor shall not create any indebtedness on behalf of Arvada.

11. SUBCONTRACTING. Contractor shall not award work to subcontractor(s) in excess of fifty percent of the total contract price without Arvada's prior written approval. Contractor shall be responsible for any failure by any subcontractor or subcontractor personnel to perform in accordance with the Agreement or to comply with any duties or obligations imposed on Contractor under the Agreement to the same extent as if such failure to perform or comply was committed by Contractor or Contractor's personnel. Contractor shall be Arvada's sole point of contact regarding the services, including with respect to payment.

12. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing contained in this or any of the exhibits attached thereto shall be construed as a waiver of any of the immunities, limitations, privileges, rights, procedures, or requirements contained in the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 *et seq.*

13. RIGHT TO TERMINATE. The City of Arvada shall have the right to terminate, without cause, the Agreement. Any such termination shall not be considered a breach of the Agreement or any extension thereof. In the event of termination by the City of Arvada for convenience, Contractor will be paid for requested work performed up until the time of termination by the City of Arvada, not to exceed the total amount of the contract price agreed upon by the parties.

14. COMPLIANCE WITH ALL LAWS. All of the services performed under this Agreement by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and State of Colorado, and with the charter, ordinances, rules and regulations of the City of Arvada.

15. WAIVER OF BREACH. A waiver by any party to the Agreement or the breach of any term or provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

16. GOVERNING LAW AND VENUE. Notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, the Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under the Agreement or for the enforcement of the Agreement shall be in the appropriate court for Jefferson County, Colorado.

17. FORCE MAJEURE. Any delays in or failure of performance by any party of its obligations under the Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

18. BINDING ARBITRATION PROHIBITED. The City of Arvada does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in response to the solicitation, or incorporated by reference, shall be null and void.

19. EQUAL EMPLOYMENT OPPORTUNITY. Contractor shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, color, national origin or ancestry, religion, disability, age, sexual orientation, gender identity, veteran status, or any other basis prohibited by federal, state, or local law.

20. BINDING AUTHORITY. Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation.

21. PREFERENCES IN EMPLOYMENT OF COLORADO LABOR. To the extent that obligations and responsibilities may be established by C.R.S. § 8-17-101 *et seq.*, as amended, with respect to certain public entities and those contracting therewith as to the procurement of services:

- a. Colorado labor shall be employed to perform eighty percent (80%) of the work.
- b. Any waiver of this requirement must comply with C.R.S. § 8-17-101 *et seq.*, as amended.

22. RETAINAGE REQUIREMENTS. Contractor agrees to submit monthly invoices together with any retainage requirements as prescribed by Colorado state statutes (*see e.g.*, C.R.S. §§24-91-101 *et seq.*). Payment from Arvada will traditionally be paid NET (15) days but no later than NET thirty (30) days. Invoices will accurately reflect actual work completed by Contractor.

23. ACCESSIBILITY COMPLIANCE.

- 23.1 Arvada is obligated to comply with the Colorado Anti-Discrimination Act (C.R.S. §§24-34-300 *et seq.*)("CADA"), which requires all digital and online platform and content providers to comply with the minimum *Accessibility Standards for Individuals with a Disability*, adopted by the Colorado Office of Information Technology ("OIT") under C.R.S §24-85-103(2.5). Contractor has been advised to familiarize itself with CADA.
- 23.2 To the extent the Work or any of Contractor's services provided under the Agreement involves digital, technological components, including but not limited to software, websites, applications, digital documents (the "Material"), all Material shall comply with the OIT's currently adopted minimum *Accessibility Standards for Individuals with a Disability* at all times.
- 23.3 Contractor shall indemnify, save, and hold harmless Arvada, its employees, agents and assignees (the "Indemnified Parties") against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relationship to Contractor's failure to comply with Section (23.2) above.
- 23.4 Upon Arvada's request, Contractor shall certify to Arvada that its service(s) and digital documents are compliant with Section (23.2) above. Arvada may require Contractor's compliance to the OIT's currently adopted minimum standards of accessibility to be determined by a third party selected by Arvada to attest to Contractor's compliance.

SPECIAL TERMS AND CONDITIONS FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS. Bids submitted electronically on the BidnetDirect.com website only become available to the City of Arvada after the bid closes. Bidder shall assume full responsibility for timely upload of bid to the BidnetDirect website. The City reserves the right, where its best interest will be served, to accept or reject any conditional or qualified bid.

2. QUANTITY AND NATURE OF THE WORK. Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications including Addendum. After Bids have been submitted the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

3. CONTENTS OF BID. Contractors are required to submit Bids with the following conditions:

- 1) Contractors shall make all investigations necessary to inform themselves of the sites affected and the work required by the Solicitation.
- 2) Any official interpretation of the Solicitation may only be issued by an authorized agent of the City. The City shall not be responsible for other interpretations offered by employees not authorized.
- 3) The City shall issue Addenda if substantial changes are required which may impact the content and submission of Bids. A copy of such addenda will be publicly posted with the original CSB posting.
- 4) The apparent silence or omissions within this Solicitation regarding a detailed description of the materials or services shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be provided.

4. BID SECURITY. Each Bid must be accompanied by a PHOTO of the Bid Bond, on the form attached to these contract documents, payable to the City for five (5) percent of the total amount of the Bid. As soon as the bid Prices have been compared, the City will issue intent to award on the Bidnetdirect.com web site. The vendor who is named as the intent to award Contractor must submit the physical Bid Bond within 10 days or the intent to award may be revoked. The Bid Bond of the successful Bidder will be retained until the Payment and Performance Bond has been executed and approved after which it will be returned. A certified check may be used in lieu of a Bid Bond.

5. POWER OF ATTORNEY. Attorneys-in-fact who sign Bid Bonds or Payment and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney.

6. QUALIFICATION OF BIDDER. The City may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work. The City reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligation of the Contract Agreement and to complete the work contemplated therein. The City reserves the right, before awarding the contract, to require a Contractor to submit evidence of its qualifications including, but not limited to, financial, technical, and other qualifications, as well as past performance with the City, for consideration in making the award in the best interest of the City.

7. AWARD OF CONTRACT. A contract/s shall be awarded to the lowest-priced responsible and most responsive bidder/s whose bid meets the requirements and criteria set forth in the CSB within the limits of funds available and that best serves the City's interest. The City, within seven (7) calendar days of receipt of acceptable Contract Security and the Contract Agreement, signed by the Bidder to whom the Contract was awarded, shall sign the Contract Agreement and return to the Bidder an executed copy of the Contract Agreement. Should the City not execute the Contract Agreement within such period, the Bidder may, by written notice, withdraw their signed Contract Agreement. Such notice of withdrawal shall be effective upon receipt of the written notice by the City.

8. NOTICE OF AWARD AND FAILURE TO ENTER INTO CONTRACT. The party to whom the Contract is to be awarded will be required to execute the Contract Agreement, obtain Certificates of Insurance and a Performance and Payment Bond, as Contract security, within five (5) calendar days from the date the Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the Contract Agreement and the necessary Performance and Payment Bond forms. In case of failure of the bidder to execute the Contract Agreement and provide satisfactory Insurance and Contract Security, the City may at its option, consider the Bidder in default, in which case the Bid Bond accompanying the Proposal shall become the property of the City.

9. CONTRACT DOCUMENTS. The Contract Documents consisting of the Bid Documents, which include the Advertisement for Bids, Information for Bidders, General Terms and Conditions, Special Terms and Conditions, Insurance Requirements, Project Special Provisions, Addendum, Bid Bond, Bid Proposal, Bid Schedule, Vendor Submittal Form, Construction Drawings, Supplemental Specifications and the City of Arvada "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements" which include the Measurement and Payment specifications, and the attached Notice of Award form, Contract Agreement form, Performance and Payment Bond form, Notice to Proceed form, and Change Order form, when combined, contain the provisions required for the construction of the Project. Information obtained from an agent or employee of the City or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

10. TERM OF CONTRACT. This contract shall commence on the date of the purchase order or contract execution and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Bid have been accepted by the City's authorized representative. Any required warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

11. OPTION TO RENEW FOR SUBSEQUENT YEARS (WITH PRICE ADJUSTMENTS ALLOWED): The City shall have the option to renew the contract for an additional two (2) one-year periods with revised annual job specifications provided, however, that the Bidder provided satisfactory performance during the previous contract period.

During the option period, the City will consider an adjustment to the pricing structure if the successful Bidder can demonstrate, through documentation issued by material suppliers, that it was subject to a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the successful Bidder by the supplier. Under these circumstances, the City may, in its best interest, negotiate a price adjustment with the successful Bidder.

The successful Bidder is obligated to notify the City of such adjustments, either price reductions or price increases, within fourteen (14) calendar days after receiving said notification from the supplier.

Pricing and specification changes, if any, shall be negotiated and agreed upon by both parties. The City reserves the right to reject any price adjustments submitted by the Bidder and/or to terminate the contract with the Bidder based on such price adjustments.

12. PRICING SHALL BE FIXED AND FIRM. The prices offered by the Contractor shall remain fixed and firm for at least 90 ninety days. No changes in the Bid shall be allowed after the date and time of the Bid deadline due to error by the Contractor.

13. CONTRACT SECURITY. A Performance and Payment Bond, on the form attached to these contract documents, in the amount of 100% of the Contract price, with a corporate surety approved by the City, will be required for the faithful performance of the Contract.

14. NOTICE TO PROCEED. The Notice to Proceed shall be issued within seven (7) calendar days of the execution of the Contract Agreement by the City. Should there be reason why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the City and the Contractor. In the event the Notice to Proceed has not been issued within the seven day period or within the period mutually agreed upon the Contractor may terminate the Contract Agreement without further liability on the part of either party.

15. MODIFICATION OR WITHDRAWAL OF BIDS BY CONTRACTOR.

Modifications to Bids- Changes to the Bid after the submission deadline shall be allowed only when the Contractor can show convincing evidence that an unintentional factual mistake was made. Modification requests must be made in writing. Any modification submitted to the City must have the Contractor's name, address, Solicitation Number and title included.

Withdrawal of Bids- If a Bid is withdrawn by Contractor after the Bid Opening, the City may, at its option, suspend the Contractor for a six (6) month period following the withdrawal. Withdrawal of the Bid after the Bid Opening will result in the Contractor forfeiting the provided Bid Bond.

16. REJECTION OF OFFERS BY CITY.

A. The City may reject a Bid, in whole or in part, for reasons including, but not be limited to:

- 1) The Contractor misstates or conceals any material fact in its Bid;
- 2) The Contractor's Bid does not strictly conform to the law or requirements of the Solicitation;
- 3) The Bid expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Special Conditions;
- 4) The Bid does not include documents which are required for submission with the Bid; or
- 5) The Bid has not been executed by the Contractor through an authorized signature.

B. The City may, at its sole and absolute discretion:

- 1) Reject all or parts of Bids submitted by prospective Contractors;
- 2) Re-advertise this Solicitation;
- 3) Postpone or cancel the Solicitation;
- 4) A Bid may not be accepted from, nor any contract be awarded to, any person or firm which
 - a) is in arrears to the City for any debt or Contract, or is a defaulter as surety for any obligation to the City.
 - b) has failed to perform faithfully any previous contract with the City, State or Federal government for a minimum period of one (1) year after this previous Contract was terminated for cause.
 - c) has pending litigation against the City on the date and time that the Solicitation is due.

17. CLARIFICATION AND MODIFICATIONS. The contract resulting from this solicitation will be subject to the Solicitation materials, City Ordinance, State and Federal Statutes. When conflicts occur, the highest authority shall prevail. Contractors are required to indicate any variances to the terms, conditions, requirements and specifications of this Solicitation; no matter how slight. If variations are not stated in the Contractor's Bid, it shall be agreed that the Contractor's Bid fully complies with all conditions identified in this Solicitation.

18. ELECTRONIC PAYMENT METHODS - CITY OF ARVADA SINGLE USE ACCOUNT.

Contractors are encouraged to consider the following method of payment.

Single Use Account: The City incorporates the use of Single User Accounts as an option to seamlessly process payment of larger dollar purchase orders and contracts to vendors/contractors/providers. A secure, one-time payment transaction account processes to pay invoices via the Contractor's merchant bank. Invoice payments have an enhanced speed-of-pay cycle that can significantly benefit cash flow.

19. CONDITIONS OF WORK AND OBLIGATION OF BIDDER. Each Bidder is responsible for independently inspecting the site and for reading and being thoroughly familiar with the Contract Documents and for providing the names of major suppliers and sub-contractors in the space provided on the Bid Proposal form. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve the Bidder from any obligation in respect to their Bid Proposal.

20. CONTRACTOR LICENSE. The Contractor to whom the contract is awarded and any subcontractors employed by the Contractor must have or acquire the appropriate Contractor's license issued by the City of Arvada Engineering Division, including submittal of license bond, necessary insurance certificate, and license fee before initiating any work. The Contractor and any subcontractors will also be required to obtain a no charge Public Improvements Permit from the City of Arvada Engineering Division prior to initiating any and all work on this project.

21. PERFORMANCE MEASUREMENTS FOR SERVICES MORE THAN \$15,000.

The City has incorporated Performance Management into its organizational culture. The City will monitor and report on the following performance measures. These measures will determine, in part, renewals and eligibility for future awards. Measures include: (a) safety as defined by observation and OSHA reportable injuries, (b) quality of contracted work, (c) work completed within required schedule, (d) administration and coordination of estimates, RFIs, ASIs, change orders, pay requests and close out documents, (e) fair and justifiable change orders, (f) responsiveness and follow through on requests.

SERVICES means: the furnishing of labor, time, effort, maintenance, etc., by a vendor/contractor/consultant, with an initial contract amount of more than \$15,000.

22. PREPARATION AND SUBMISSION.

Bids will be prepared as follow:

- 1) A blank shall be construed as "No Bid/not offered". Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 2) Contractors will not knowingly participate in solicitations where there exists a conflict of interest with their firm and a member of City staff or their immediate family.
- 3) The only authorized version of this Bid is posted on WWW.BIDNETDIRECT.COM. Registration is available to receive email notification of new solicitations, addenda, and communications.

INSURANCE REQUIREMENTS

The following listed insurance requirements shall be carried by the selected Contractor for the entirety of the contract. Applicable requirements for this solicitation are identified by completed check boxes.

1. ☒ **Commercial General Liability**, written on an occurrence form, for limits not less than \$1,000,000 for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.
2. ☒ **Workers' Compensation and Employers Liability** as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$1,000,000 each accident/disease and \$2,000,000 aggregate.
3. ☒ **Automobile Liability** for limits not less than \$1,000,000 combined single limit for bodily injury and property

damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.

4. ☐ **Umbrella Liability** of \$ _____, following form to the Commercial General Liability.
5. ☐ **Builders Risk or Course of Construction** Purchased by contractor to cover physical damage to property in construction or rehab. Contractors will ensure that City and subcontractors will be covered as additional insureds, excluding their own machinery, tools and equipment.
6. ☐ **Professional Liability** Professional Liability insurance in an amount of not less than \$1,000,000 per occurrence, covering the professional work contemplated under this proposal. The coverage shall have an extended reporting period of three (3) years following the date of substantial completion of the work for reporting of claims.
7. ☐ **Pollution Legal Liability Insurance** for limits not less than \$1,000,000 per occurrence (or claims made) and not less than \$1,000,000 aggregate for bodily Injury, personal Injury and property Damage.
8. ☐ **Privacy/Network/Cyber Liability Insurance** for limits not less than \$1,000,000 for any firm providing product or services associated with IT, software, communication, or network.

Additional Insurance Requirements:

- Contractor will be required to, at its own expense, keep in full force and effect during the term of the Agreement, and during the term of any extension or amendment of the Agreement, insurance reasonably sufficient to insure against the liability assumed by Contractor pursuant to the provisions of the solicitation sent by the City of Arvada or as determined by the City of Arvada Risk Manager.
- All coverage must be written with carriers holding a minimum A.M. Best rating of A:-VII, and authorized to do business in Colorado. Coverage shall be primary, and any insurance held by the City of Arvada is excess and non-contributory.
- Issuance of a Purchase Order/Contract is contingent upon the receipt of the insurance documents. Work shall not commence before this requirement is met. If the Contractor fails to submit the required insurance documents within 15 calendar days after notice to submit such policies is given to the Contractor by a City representative, the Contractor may be in default of the Award.
- Except for Workers Compensation, Employer's Liability insurance, Automobile Liability and Professional Liability insurance, the City of Arvada must be endorsed as an additional insured on a Certificate of Insurance.
- The City, through its Risk Manager, reserves the right to require additional insurance coverage and other requirements.

SPECIAL PROVISIONS

City of Arvada Project No. 24-FAC-035, Project Title: Asphalt Mill & Overlay for City of Arvada Parking Lots

Conditions peculiar, but essential, to the successful performance and acceptance of the work on this project are itemized below. As such, they shall take precedence over the City of Arvada Engineering Code of Standards and Specifications (latest edition).

A. GENERAL CONSIDERATIONS

SC-A-1 CONTRACT TIME AND LIQUIDATED DAMAGES: This project is to be completed, including cleanup, within **ninety (90)** consecutive calendar days after the date to be specified in the Notice to Proceed, unless the contract time is adjusted by change order. The Contractor shall agree to pay to the Owner, as liquidated damages, the sum of **\$500** for each consecutive calendar day that the work exceeds the allotted contract time.

SC-A-2 MEASUREMENT AND PAYMENT: Measurement of the work performed and payment, at the unit or lump sum price quoted in the Bid Schedule, shall be made in accordance with requirements of the Measurement and Payment Section of the Contract Documents or as hereinafter stated in the Special Conditions.

SC-A-3 NON-CONFORMITY OF MATERIAL OR FINISHED PRODUCT: Where materials installed or the finished product fails to meet the minimum requirements of these Contract Documents, the basis of determining final payment to the Contractor shall be determined in accordance with the current revised Section 105.03 of the Colorado Department of Transportation Standard Specifications.

SC-A-4 OSHA REQUIREMENTS: Observing the rules and regulations required by the Occupational Health and Safety Administration (OSHA) is the responsibility of the Contractor on this project.

SC-A-5 MINOR CONTRACT REVISIONS: Miscellaneous modifications in the work, ordered by the Project Engineer in the form of a field order, will be considered a minor contract revision. Payment for accepted work performed under this pay item "Minor Contract Revision" will be made in accordance with General Conditions and 2.16 and 2.17 of the Arvada Engineering Code of Standards and Specifications. If the contractor feels that a field order issued by the Engineer entitles the contractor to a change in the total contract price or time, or both, (i.e. the contractor feels that the field order involves costs over and above the amount available in the Minor Contract Revisions bid item) then the Contractor shall notify the Engineer, in writing, within 15 days after receipt of the field order. The Contractor shall not execute any such field order changes ordered by the Engineer pending the receipt of a written Change Order document executed either by the City Manager or Mayor authorizing an increase in the total contract price. Any such work completed by the contractor prior to receipt of an executed Change Order will be at the contractor's risk and be subject to removal by the contractor should a Change Order not be approved and executed by the City Manager or Mayor for such work.

SC-A-6 FIELD ORDERS: An authorized representative of the contractor shall acknowledge receipt of field orders by promptly signing all written field orders delivered to the job site. Verbal field orders given by the Engineer will be recorded in writing in the municipal inspector's daily report that is to be signed by the contractor's authorized representative.

SC-A-7 Skipped - Addressed in other part of RFP

SC-A-8 CHANGE OF METHOD: Any cost due to a change in construction method will be the responsibility of the contract.

SC-A-9 CONSTRUCTION WATER: All construction water will be provided by the City free of charge through existing City owned fire hydrants. Contractor will be required to obtain a hydrant meter from the City Utilities division which will require a \$2,000 refundable meter deposit upon return of the meter in acceptable working condition.

SC-A-9 CONSTRUCTION WATER: All construction water will be provided by the City free of charge through existing City owned fire hydrants. Contractor will be required to obtain a hydrant meter from the City Utilities division which will require a \$2,000 refundable meter deposit upon return of the meter in acceptable working condition.

SC-A-10 STORMWATER CONSTRUCTION PERMIT: As a subsidiary obligation of the contract, the Contractor shall obtain a Stormwater Construction Permit from the Colorado Department of Public Health and Environment, Water Quality Control Division, Permit Enforcement Section, prior to clearing, grading, or excavating a site of one (1) acre or more. A copy of the approved permit must be submitted to the City of Arvada Engineering Division prior to the start of clearing, grading or excavating of the site. A copy of the approved permit must also be available on the project site at all times during construction. Contractor shall also obtain a Colorado state Construction Dewatering Discharge Permit from the Colorado Department of Public Health and Environment for all areas where trench dewatering is required and

water is discharged into a storm sewer, channel, irrigation ditch or any waters of the United States. A copy of the approved permit must be submitted to the Engineer prior to the start of any dewatering. A copy of the approved permit must also be available on the project site at all times during construction.

In addition, the Contractor shall be required to obtain a City of Arvada Site Development Permit from the Arvada Stormwater Utility Division. For permit requirements go to Arvada.org/services and click on Building/Development. Contractor shall implement best management practices that include inlet protection for all inlets affected by the work as well as stockpile protection in order to control runoff from stockpiles. Contractor shall also be required to perform daily street sweeping to limit tracking from the work site. Uncontrolled releases of dirt or silt from the project into drainage ways, which includes the gutter or stormwater inlets, constitutes a violation of Arvada Ordinance punishable by up to \$999 per day per incident. No additional payment will be made for obtaining a City of Arvada Site Development Permit and implementing best management practices required to prevent uncontrolled releases of dirt or silt from the project into drainage ways, which includes the gutter or stormwater inlets.

B. CONSTRUCTION CONSIDERATIONS

SC-B-1 LOCATIONS AND PRIORITIES: The City reserves the right to add, delete, or modify construction locations, priority order and portions of the work without change in the contract agreement prices, per General Condition 2.16 of the Arvada Engineering Code of Standards and Specifications.

SC-B-2 PRE-CONSTRUCTION AND SCHEDULING: A pre-construction meeting will be scheduled prior to the start of work. Attendance by the contractor's project manager and/or construction superintendent will be required. A construction schedule shall be submitted by the contractor to the project engineer at least three (3) days prior to the pre-construction meeting. The schedule shall be in bar chart form and shall at a minimum indicate the start and completion dates of work at each construction location. The contractor shall also provide the City with an after-hours emergency contact phone number at the pre-construction meeting.

SC-B-3 MINIMIZING WORK ZONE DAMAGES: During all phases of construction including cleanup, contractor shall operate all equipment and utilize personnel so as to minimize or prevent damages to public or private property. Contractor shall limit operation of heavy equipment to safe prudent speeds and minimize operation of equipment over concrete sidewalks, curbs and gutters. Contractors shall also conduct operations to avoid dings, nicks, gouges, scrapes, etc., on streets and concrete curb, gutter and sidewalks as well as other facilities in the construction area. Should contractors' operations cause damages, contractor shall be fully responsible for repairs at no cost to the City.

All public or private property damaged during the construction process must be repaired within two weeks of street and right-of-way clean-up. Should repair items not be completed within two weeks, city may initiate and complete the repair work; deducting costs to complete the work from total contract.

SC-B-4 TRAFFIC CONTROL AND STREET RESTRICTIONS: Traffic control methods shall conform to Arvada Engineering Code of Standards and Specifications and the FHA Manual for Uniform Traffic Control Devices and Colorado Supplement thereto. When working in State Highway right-of-way, traffic control methods shall meet the requirements of the Colorado Department of Transportation (CDOT). Contractor's traffic control plan is subject to CDOT approval prior to commencing work on State Highway right-of-way. No hand painted traffic control devices will be permitted. After award of the contract and prior to the start of construction, contractor shall submit two copies of the traffic control plans for approval encompassing all locations of the project. The contractor shall modify the installation to meet requirements of the City of Arvada Traffic Department, if so required.

The contractor shall notify the Arvada Traffic Division (720-898-7740) of all closures, either partial or complete, of any public street, road, highway or alley per Section 50 of Arvada's Engineering Code of Standards and Specifications. Notification shall be made a minimum of 24 hours in advance of the actual closure; except on commercial, parkway, and collector streets, where a minimum three (3) day advance notice will be required.

MEASUREMENT: The traffic control shall be a lump sum item for all aspects of the traffic control plan. Payment for traffic control shall be full compensation for the traffic control and labor, equipment and materials required to implement the traffic control plan.

PAYMENT: Prorated payment of the contract amount bid for traffic control will be made monthly. The percentage paid shall be equal to the percentage of the total contract dollar amount completed that month. In no case shall payment be more than 100% of the amount bid for Traffic Control.

SC-B-5 STREET CLOSURE RESTRICTIONS: Lane closures in various street classifications are as follows:

ARTERIAL STREETS:	Lane closures 8:30 am – 3:30 pm only Construction activities: 8:30 am – 3:30 pm only Must maintain one lane each way at all times
COLLECTOR STREETS:	Lane closures 8:30 am – 3:30 pm only Construction activities: 7:00 am – 7:00 pm only Must maintain one lane with adequate flagging at all times
LOCAL STREETS:	Lane closures 7:00 am – 7:00 pm only Construction activities: 7:00 am – 7:00 pm only
May be closed to thru traffic unless otherwise noted (during working hours)	

If contractor violates these working time limitations without prior authorization from the Engineer, Engineer may give written notice to stop work on the project at the beginning of the next day's work and work may not resume until contractor provides written explanation for the violation and assurance to the City that there will not be a reoccurrence of the violation. If subsequent working time violations occur, Engineer will notify contractor in writing that there will be a price reduction for each incidence of unauthorized violation in accordance with this specification. Price reduction will not be imposed where changed contract conditions are encountered during the specific period or the violation in question was a result of circumstances beyond contractor or subcontractor's control. The price reduction will not constitute a penalty but will be considered a failure to perform traffic control in accordance with the contract.

An incident is any violation up to 30 minutes in duration. Each 30 minutes or increment thereof will be considered an incident. A price reduction will be assessed for each successive or cumulative 30 minute period in violation of the working time limitations, as determined by the Engineer. The price reduction for each incident will increase at a progressive rate starting with \$150 for the second incident and increasing to \$600 for the fourth and subsequent incidents in accordance with the following schedule. A 15 minute grace period will be allowed at the beginning of the second incident on the project before the price reduction is applied. The 15 minute grace period applies only to the second incident. The number of incident charges will be accumulative throughout the duration of the contract.

PRICE REDUCTION SCHEDULE

<u>INCIDENT</u>	<u>INCIDENT RATE</u>	<u>TOTAL PRICE REDUCTION</u>
1st	Notice to Stop Work	\$0
2nd	\$150	\$150
3rd	\$300	\$450
4th	\$600	\$1,050
5th	\$600	\$1,650
6th	\$600	\$2,250
ETC.	\$600	\$2,850
	ETC.	ETC.

SC-B-6 PROTECTION AND RESTORATION OF EXISTING LANDSCAPING: The contractor shall protect or remove and replace, all shrubs, decorative rock, sod, underground sprinklers, signs, landscaping, fences or other private or public improvements within or adjacent to the project area. Disturbed areas shall be restored to condition equal to or better than that which existed prior to construction. All sod shall be new unless approved by the municipal inspector to re-use existing sod.

If branches of trees or shrubs will be in the path of the proposed construction, as verified by the municipal inspector prior to construction, the contractor shall prune these branches under the supervision of the City Forester.

Also, if tree or shrub roots are exposed in the construction area, the contractor shall saw cut the roots within 24 hours after the roots are exposed. The contractor shall not cut the roots with the backhoe. If the roots are improperly cut or exposed longer than 24 hours, then the tree or shrub will be considered as damaged and the contractor will be responsible for replacement at his cost.

PAYMENT: No separate payment will be made for protection and/or restoration of existing sod, decorative rock, shrubs, trees, landscaping, underground sprinklers, fences, signs and other private or public improvements in the project.

C. OBLIGATIONS TO PUBLIC

SC-C-1 DRIVEWAY ACCESS: Contractor shall coordinate the work and minimize inconveniences to citizens and affected property owners. Residents shall be notified by the contractor 24 hours prior to the time that access must be denied to their driveway or when driveway will be blocked for any period of time. Residents shall be provided access to their driveways between 5:00 pm and 7:30 am, and at all times on weekends or holidays or when work is not occurring.

SC-C-2 SERVICE INTERRUPTION: The contractor shall notify all parties that will be affected, a minimum of twenty-four (24) hours prior to the time they will disconnect or interrupt known sewer or water service or immediately upon the interruption of a service not shown on the plans. All services interrupted or damaged shall be immediately repaired and service restored. No services shall be left inoperative overnight.

The City of Arvada Utilities Division will operate all existing water valves, hydrants, blowoffs, and curb stops. No valve or other control on the existing water system shall be operated for any purpose by the contractor. The contractor shall advise all water customers prior to interrupting flows, so they may make provisions to store sufficient water for their interim needs. Service termination periods shall not exceed four (4) hours. Interruption of water service shall be limited to the hours between 8:30 am and 3:00 pm unless prior approval is received from the Engineer.

SC-C-3 NOTIFICATION OF ADJACENT PROPERTY OWNERS AND MANAGERS: The contractor shall notify property managers, owners, tenants, or responsible parties that work or dwell in buildings adjacent to the construction site, in writing, not less than seven days prior to construction of the impending construction activity.

The contractor shall prepare a written notification describing the method, location and likely duration of construction. It shall also include both a phone number where a representative of the contractor can be reached during normal business hours and the name and telephone number of City's project engineer and municipal inspector. The written notice shall be approved by the project engineer prior to distribution. Distribution shall be coordinated with the City's municipal inspector.

Contractor shall also provide written notification to residents 24 hours prior to the start of construction on each street and also notify residents once individual sewer service laterals are reinstated. The contractor shall also notify residents as necessary should the construction schedule change due to unforeseen circumstances.

PAYMENT: Prorated payment of the contract amount bid for citizen notification will be made monthly. The percentage paid shall be equal to the percentage of total contract dollar amount completed that month. In no case will payment be more than 100% of the amount bid for Citizen Notification.

End of this Section

SCOPE OF WORK

PROJECT DESCRIPTION

The City of Arvada (City) seeks professional contracting services to mill and overlay parking lots at several City owned facilities. The selected parking lots (ATTACHMENT A) will be resurfaced as funds become available. This contract will be for one (1) year with an option to extend for two (2) one-year periods.

Conditions peculiar, but essential, to the successful performance and acceptance of the work on this project are itemized below. As such, they shall take precedence over the current Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements, hereinafter referred to as "City Standard and Specifications."

All materials and workmanship shall be subject to inspection by the City of Arvada. The City reserves the right to accept or reject any such workmanship that does not conform to the above Standards and Specifications.

All contractors bidding on this project are responsible for acquainting themselves thoroughly with all applicable specifications prior to submitting their bid. The successful bidder is responsible for thoroughly acquainting all the personnel the contractor intends to use on this project with all the applicable specifications prior to the commencement of any construction.

The Contractor shall comply with Article 1.5 of Title 9, CRS ("Excavation Requirements") when excavating or grading is planned in the area of underground utility facilities. The Contractor shall notify all affected utilities at least two (2) business days, not including the actual day of notice, prior to commencing such operations. The contractor shall contact the Utility Notification Center of Colorado (UNCC) at 811, to have locations of UNCC registered lines marked by member companies. All other underground facilities shall be located by contacting the respective owner. Utility service laterals shall also be located prior to beginning excavation or grading. The Contractor shall locate non-member utilities, such storm sewer and ditch facilities as necessary to prevent damage.

GENERAL

1. APPLICATION OF SPECIFICATIONS

Except as specifically noted in these Special Conditions, all work in this contract shall be in accordance with the City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements, ("City Standards"), and the most recent editions of CDOT "Standard Specifications for Road and Bridge Construction." In the case of conflict between City and other standards or specifications, the City Standards shall take precedence.

2. MEASUREMENT & PAYMENT

Measurement of the Work performed and payment, at the unit or lump sum price quoted in the Bid Schedule, shall be made in accordance with requirements of the Measurement and Basis of Payment Section as hereinafter stated in the Special Conditions SC-A-2.

3. NON-CONFORMITY OR MATERIAL OR FINISHED PRODUCT

Where materials installed or the finished products fail to meet the minimum requirements of these Contract Documents, the basis of determining final payment to the contractor shall be determined in accordance with the current revised Section 105.03 - Conformity to the Contract of the Colorado Department of Transportation Standard Specifications.

4. SUMMARY OF APPROXIMATE QUANTITIES & ADDITIONS/DELETIONS TO OR FROM THE CONTRACT

The items of work and estimated quantities for this project are listed in the Bid Schedule. Specific parking lots and the approximate square yards associated with each lot are listed under Full Width Mill Patch and Overlay Asphalt of these special conditions. A Summary of Approximate Quantities for the major items of work is also provided for prospective bidders in the contract documents.

The City reserves the right to add or delete quantities, sections and items of work contained in the Bid Schedule without change in the unit prices bid.

The Contractor is encouraged to make a field site visit prior to submitting their bid. In order to further assist the prospective bidder in clarifying any item(s) and in answering any questions he/she may have.

5. WORK SCHEDULE

The list of parking lots expected to be resurfaced with this project is shown on the Bid-Schedule and Summary of Approximate Quantities included with these specifications. Maps are located on **Attachment A**.

Prior to issuance of the "Notice to Proceed", and at the Preconstruction Conference, the Contractor shall provide the Project Manager with a project schedule reflecting the list of parking lots and identifying critical events for each work location throughout the duration of the project. For larger parking lots, phasing will be required to maintain available employee parking spaces. The Schedule shall be updated and submitted to the Project Manager for approval on a weekly basis. The contractor shall schedule their labor and equipment in such a manner that once work has begun on a lot, work will progress continuously until that area is completed. The Project Manager may restrict the Contractor from beginning work at another site until this condition has been satisfied. No additional payment shall be made for mobilization to each work location but shall be included in the lump sum bid item for Mobilization. The City also reserves the

right to coordinate execution of any part of the work under this contract as circumstances warrant with respect to weather, or conflicts with other City projects, including but not limited to utility work, concrete replacement, other asphalt paving, etc.

6. SITE NOTIFICATION

The City of Arvada Project Manager will be notified by the Contractor at least 7 days in advance of site mobilization and start of work. The City Project Manager will notify the users of each parking lot of the start date and the projected project schedule.

7. PROJECT STATUS MEETINGS

Meetings for discussion of project status, scheduling and problem solving will be held bi-weekly or as necessary as determined by the project Manager at a location and time determined at the pre-construction conference. The Contractor shall ensure that his Project Manager or Field Superintendent is present at these meetings to discuss and have available weekly quantity updates on work that has been completed, upcoming work schedule for purposes of inspection and testing, citizen notification, and other issues as they may arise. Field meetings with the Contractor, Project Manager and Project Inspector will be held to discuss specific issues on an as-needed basis.

8. CITY HOLIDAYS

The Contractor, when performing work on a city holiday or in excess of ten (10) hours on a weekday, in accordance with the Overtime Permit Agreement, and the Fee Schedule for Rights of Way Work Permits and Services as pursuant to Chapter 78, Public Improvements, of the Arvada City Code Effective January 1, 2023, Contractor agrees to reimburse the City for the inspector's time at the following rate:

First 2 hours - 2 hour minimum: \$106.00/hr.

Each additional hour or fraction thereof: \$106.00/hr.

Payment shall be made payable to the City of Arvada within ten days of the date of invoice from the City.

9. WORK WITHIN CDOT OR RTD RIGHT-OF-WAY AND CITY OF ARVADA PERMIT REQUIREMENTS

The Contractor will be required to prepare and apply for CDOT or RTD access permits where work will occur on or adjacent to their respective rights of way or where construction signage will be placed on their respective rights of way. The City of Arvada will be indicated as the permittee on the permit applications. The Contractor shall apply for CDOT or RTD access permits far enough in advance of the work so as not to delay the project.

CDOT or RTD permits will not be paid for separately but shall be included in the cost of Traffic Control.

The successful bidder who is awarded this project shall obtain or be currently licensed with the City of Arvada, Engineering Division with a Class MC-B Contractor license. A City of Arvada no-charge permit for this project shall be obtained prior to issuance of the Notice to Proceed.

The City of Arvada will require the awarded contractor to be a licensed contractor with the City of Arvada. Additionally, a site development permit and right of way permit will be completed by the contractor.

10. LOCATIONS & SUMMARY OF APPROXIMATE QUANTITIES

The map and proposed lot list and summary of approximate quantities are attached hereto and incorporated by reference. (**ATTACHMENT A and BID SCHEDULE**) The City reserves the right to add, delete, or modify construction locations, priority order and portions of the work without change in the contract agreement prices. All quantities are approximate, and it is the contractor's responsibility to verify values.

11. PROJECT WARRANTY PERIOD

The warranty period for this project shall be (2) two years in accordance with Section 200 - Acceptance Procedures of the City Standard Specifications. The Performance and Payment Bond shall remain in full force and effect throughout the two (2) year guarantee and warranty period.

ASPHALT WORK

1. PLANT MIX PAVEMENTS – GENERAL REQUIREMENTS

All materials used in this project shall meet the minimum requirements of the current revised edition of the Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction, and Sections 11 - Hot Mix Asphalt Pavement and Section 900 - Streets of the City of Arvada Engineering Code of Standards and Specifications, or these Special Conditions where they vary from the City Standard Specifications.

a. Composition of Mixtures

The bituminous plant mix shall be composed of a mixture of aggregate, filler or additives, bituminous material, and recycled asphalt pavement (RAP) as allowed. Up to 20% RAP is allowed in HMA mix designs for this project. No RAP will be allowed in SMA mix designs for this project. All mixes shall be designed and produced with 1% hydrated lime as an anti-stripping agent.

b. Recycled Asphalt Pavement

Recycled Asphalt Pavement (RAP) material shall be of uniform quality and gradation with a maximum size no greater than the nominal aggregate size of the mix. **HMA mixes shall not contain more than 20 percent RAP.** All recycled asphalt shall be clean and free of deleterious material and shall be subject to inspection at the plant source and in the field prior to placement.

The Contractor shall identify the source of each RAP stockpile proposed to be incorporated in the asphalt mixes. Contractor shall identify the project from which the material was removed, mix data from the original project including mixture type, aggregate classification, location and depth of the pavement structure. Extracted gradation information shall also be provided along with a description of the stockpile location and quantity. Additional material shall not be added to an approved RAP stockpile during the course of the work.

The Project Manager may reject a RAP stockpile for non-uniformity based on visual inspection. RAP stockpiles containing concrete chunks, grass, dirt, wood, metal, coal tar or other foreign or environmentally restricted materials shall not be used. Stockpiles are to be worked in such a manner that the materials removed are representative of a cross section of the pile. The Project Manager or their representative may reject RAP that in their opinion does not meet this specification.

c. Lime

Lime shall be added at the rate of 1% by dry weight of the aggregate and shall be included in the amount of material passing the No. 200 sieve. Hydrated lime for aggregate pretreatment shall conform to the requirements of ASTM C 207, Type N. In addition, the residue retained on a 200- mesh sieve shall not exceed 10% when determined in accordance with ASTM C 110. (Drying of the residue in an atmosphere free from carbon dioxide will not be required.)

d. Tack Coat

Materials and construction shall comply with MGPEC Item 20 (latest edition).

e. Asphalt Cement

The Contractor shall provide an acceptable 'Certification of Compliance' from the supplier for each asphalt cement grade used on this project. The minimum optimum oil content in asphalt mix designs used on this project shall be as follows: **For Grading S (3/4" mix), a minimum oil content of 5.1% in the HMA is required, and for Grading SX (1/2" mix), a minimum oil content of 5.4% in the HMA is required.** Mix designs or asphalt loads delivered to the project which do not meet these minimum requirements shall be cause for rejection by the City of Arvada.

f. Superpave Mixture Design Method

The Superpave mix design method shall be used for this project. A proposed design job mix shall be submitted for each mixture required by the Contract. The design shall be determined using Colorado Procedure CP-L 5115 for the Superpave Method of Mixture Design. Mix designs shall meet the requirements of Subsection 900 in the City of Arvada Standard Specifications.

g. Mix Design Submittals

The Contractor shall submit two copies of all mix designs to the Project Manager for approval. Mix designs shall be performed in a materials laboratory under the direct supervision of a professional engineer licensed in the state of Colorado and currently practicing in this field. In addition, the Contractor shall submit as part of the mix design, documents to verify the following:

- Source of materials
- Gradation, specific gravity, source and description of individual aggregates and the final blend
- Aggregate physical properties (CDOT Subsection 703.04)
- Design Mix Formula
- Superpave PG Binder properties
- Mixing and compaction temperatures used
- Mix properties determined at a minimum of four asphalt cement contents and graphs showing mix properties versus asphalt cement content
- Mix properties at the minimum required optimum asphalt cement content
- Lottman test data at the optimum asphalt cement content

The asphalt cement for each PG grade binder shall meet the requirements specified in the Properties of Superpave Performance Graded Binders Table in Subsection 900 - Asphalt Cement of the City of Arvada Standard Specifications.

The design mix for each PG grade shall establish a single percentage of bituminous material to be added to the aggregate, and a single temperature for the mixture at the plant discharge point. The city may test the Contractor's proposed design mix for each hot bituminous pavement PG Grade utilizing materials actually produced and stockpiled for use. The Contractor shall provide a sufficient quantity of each aggregate, mineral filler, recycled asphalt and lime additive for required laboratory tests if requested by the City. After each design mix is approved a new design mix shall be submitted to the Project Manager if there is a change in the sources of materials.

h. Allowable Mix Production Range

The proposed job-mix gradation for each mixture required by this Contract shall fall within the limits specified in the Gradation Range Table in Section 922.00 - Aggregate before the tolerances in the Table of Job Mix Formula Tolerances shown. The weight of lime shall be included in the total weight of the material passing the No. 200 sieve.

After each design mix is approved, all mixtures shall meet the tolerance ranges specified in the Table of Job Mix Formula Tolerances. These tolerances shall be applied to each mix design to establish the allowable mix production ranges for mix production.

Minimum Voids in Mineral Aggregate (VMA) HMA Mixes

Nominal Maximum Particle Size	Minimum VMA (%)	
	3.0% Va	4.0% VA
HMA - ½"	13	14
HMA- ¾"	12	13

HMA Mixture Gradation (AASHTO T 11 & T27)

Sieve Size	½"	¾"
(1")		100
(¾")	100	90-100
(½")	90-100	
(⅜")		
(#4)		
(#8)	28-58	23-49
(#16)		
(#30)		
(#50)		
(#100)		
(#200)	2-8	2-7

2. STONE MATRIX ASPHALT (SMA) PLACEMENT

SMA is not expected to be used in this project.

3. WARM MIX ASPHALT (WMA) PLACEMENT

WMA is not expected to be used in this project.

4. MANHOLE, VALVE BOX, AND SURVEY RANGE BOX ADJUSTMENTS

The Contractor shall adjust valve boxes, survey range boxes and manholes to a tolerance of ¼ inch below the final grade of roadway surface. Contractor will supply riser rings with set crews for these adjustments.

Contractor shall take special note of survey range boxes containing Section Corner monuments. Contractor shall coordinate with the City Project Inspector and City Survey Crews prior to work adjacent to any Section corner. Contractor is responsible for protection of all survey monuments, range boxes, manholes, etc. throughout the construction of the project. Any damage to a range box, survey monument, manhole, etc., caused by the Contractor shall be repaired, restored or replaced, including restoration by a Colorado registered Land Surveyor, at the Contractor's sole cost.

5. VALVE BOX & SURVEY RANGE BOX CLEANOUT

After paving operations are complete along each parking lot, the Contractor shall clean out all valve boxes and survey range boxes by means of a vacuum method.

Payment for clean out of all valve boxes and survey range boxes shall be full compensation to furnish all labor, equipment, materials and incidentals required to complete the cleanouts.

6. MATERIALS TESTING & QUALITY CONTROL

The City will provide materials testing services ("Project Tester") throughout the duration of this project. The Contractor is encouraged to take independent or additional tests at their discretion, but such tests shall be performed at no additional cost to the City. The Contractor will cooperate with the city to ensure that adequate materials samples are made available to the Project Tester and that such materials are accessible at all times. The contractor will be responsible for coordinating dates and times with testing services personnel for inspectable items.

The Contractor's attention is directed to Sections 900 - Hot Mix Asphalt and 15 - Streets of the City Standard Specifications and the appropriate subsections thereof regarding production tolerances, Inspection, materials testing, and frequency of testing. Specifications contained in these Sections and subsections of the City Standard Specifications will be strictly adhered to.

When the City determines that the material furnished, work performed, or the finished product is not in conformity with these contract documents and has resulted in inferior or unsatisfactory product, the finished product or materials shall be removed and replaced or otherwise corrected by, and at the expense of the Contractor, unless the Project Manager determines that the work can be accepted at a reduced price. Payment reduction, where allowed, shall be accomplished by adjusting pay quantities and following the procedures indicated in Section 1179.00 - Payment Reduction of the City Standard Specifications and applying contract unit prices to the reduced quantities.

7. FULL DEPTH ASPHALT RECONSTRUCTION

There will be areas that will need full depth repair. Unit costs associated with full depth asphalt reconstruction will be included in Bid Alternate A. Full depth repair will be conducted at the direction of the City of Arvada's Project Manager.

8. PARKING LOT RECONSTRUCTION

This work consists of removal of the entire section of asphalt pavement and subgrade to a depth specified above, if needed preparation of subgrade per Section 300, and repaving to the minimum depth of asphalt specified for the roadway type for the entire lot width and length as shown on the plans. At the end of each workday, no unpaved areas will be permitted to remain. The portion of the lot under construction shall be repaved up to the elevation of the bottom of the proposed top lift (typically 2.0-inches less than the Reconstruct Depth, or 1.5-inch below concrete lip-line). The proposed top lift (1.5" HMA Paving Grading SX (75) PG 64-22, PG 58-28, or PG 58-34) shall be placed after the bottom lift has been completed for the entire lot. Contractor shall provide temporary asphalt ramps to driveways until all paving work is complete.

Payment for parking lot reconstruction work shall be paid for under separate items including, but not limited to, Removal of Asphalt Mat, Extra Depth Asphalt Mat Removal, Stabilization Material, 2" HMA Paving (Grading SX) (75) PG 64-22, PG 58-28, or PG 58-34, and 3" to 7" HMA Paving (Grading S) (75) PG 64-22, PG 58-28, or PG 58-34. No separate payment shall be made for completing the bottom lifts of pavement after each workday as specified and providing temporary asphalt driveway ramps but shall be included as part of the work.

9. ASPHALT REMOVAL & EXTRA DEPTH ASPHALT REMOVAL

This work shall consist of removal and disposal of the existing asphalt pavement mat by milling or otherwise removing the entire pavement width and depth up to 8-inch thickness, excluding curbs and gutters and medians. Asphalt mat removal shall result in removal of all existing asphalt material including large asphalt chunks to the satisfaction of the City.

Removal of asphalt mat may be accomplished by the use of an approved milling machine or grinder. All removed asphalt pavement shall be loaded directly onto trucks. All asphalt millings where milling equipment is used shall be removed the same day as the milling operation from adjacent gutters, sidewalks, yards, driveways, etc.

The contractor shall exercise caution when removing the asphalt pavement around manholes, water valve boxes and other roadway appurtenances. Manholes, Water valve boxes, and similar structures shall be cut around the structure using milling equipment, or the asphalt mat removed in such a way so as not to damage the structure and the accompanying ring and lid cover. The contractor shall exercise care to prevent chipping, gouging and breakage of existing concrete gutter lip lines, driveways, and cross pans. The contractor will be responsible solely at their cost for repair and/or replacement of manholes, valve boxes, concrete, etc. damaged by their equipment during the asphalt mat removal operation.

Millings resulting from the use of milling equipment to remove the asphalt mat shall become the property of the contractor. No additional payment will be made for haul and disposal of asphalt or asphalt millings but shall be included in the pay item for Asphalt Mat Removal.

Asphalt mat removal will be measured and paid for at the unit price per square yard based on an average thickness of 6 inches. Removal of asphalt mat for existing asphalt that is greater than 6-inch depth shall be measured by the SY-IN of existing asphalt removed and paid for under the item, "Extra Depth Asphalt Mat Removal." Asphalt pavement existing above the concrete gutter pan lip will not be considered as additional asphalt mat removal thickness but shall be included in the pay item for Asphalt Mat Removal.

10. SUBGRADE PREPERATION

Subgrade preparation prior to placement of Hot Mix Asphalt Paving which includes compaction of subgrade and proof roll, if necessary, shall not be measured or paid for separately but shall be considered a part of the contract work.

11. STABILIZATION MATERIAL

This work shall consist of over-excavation, furnishing, placing and compacting 1-1/2" or 2" of crushed rock, CDOT Class 6 recycled concrete, or CDOT Aggregate Base Course (Class 6) where unsuitable, wet, soft or unstable subgrade areas are encountered and designated for stabilization at City direction. Rock used for stabilization shall be 100% crushed with 100% passing 2-inch and a maximum 15% passing No. 4 sieves respectively. The Project Manager shall determine the type of stabilization material and depth required based on the existing conditions.

Payment for yds²/in of rock stabilization based on certified weight tickets received at the site shall be full compensation for furnishing all labor, equipment, materials and incidentals required to place and compact 1-1/2" or 2" inch rock or CDOT Class 6 recycled concrete material complete in place including over excavation and disposal of unsuitable materials in accordance with the project specifications.

12. HOT MIX ASPHALT (HMA) PAVING

This work shall consist of placement and compaction of Hot Mix Asphalt (HMA) paving to the specified thickness, binder grade and density as indicated on the Bid Schedule, and in accordance with the City Standard Specifications and these Special Conditions. Where the Special Conditions vary from the City Standard Specifications, the Special Conditions shall take precedence.

Tack coat material consisting of CSS-1h emulsified asphalt and an equal amount of clean water shall be applied at a rate of 0.10 gallons per square yard and allowed to break prior to completing the wearing surfaces. Prior to application of the tack coat the street shall be swept clean with a pick-up type of sweeper meeting current EPA air pollutant control requirements. The Contractor shall sweep gutters, sidewalks and driveways free of any loose debris or asphalt millings prior to the paving operation, and before the end of each workday. Asphalt concrete or tack coat tracked, spilled onto gutters and on sidewalks during the paving operation shall be swept up, cleaned, and otherwise removed immediately.

The Contractor shall use a PG 64-22, PG 58-28, or PG 58-34 grade binder in the mix design for constructing both the bottom and top layers of HMA paving unless otherwise modified by written field order and approved by the Project Manager. The paving shall be placed and compacted such that the vertical difference between the wearing surface and the gutter lip line shall not exceed 1/2 inch. Special care shall be taken to ensure longitudinal joints are clean and uniform. Longitudinal joints shall be constructed and placed per the City of Arvada Standard Specifications. The HMA wearing course at the specified thickness shall be completed in one operation on each phase of the project and will not be placed until the bottom HMA layer is first placed and compacted over the entire surface area of the roadway.

The asphalt pavement section for parking lots shall be 1.5" HMA (Grading SX) (75) (PG 64-22, PG 58-28, or PG 58-34) over a minimum of 3" HMA (Gradings) (75) (PG 64-22, PG 58-28, or PG 58-34). 2" HMA (Grading SX) (75) (PG 64-22, PG 58-28, or PG 58-34) will be paved for City Hall.

Hot Mix Asphalt (HMA) Paving will be measured and paid for by the actual yd²/in compacted in place as verified by certified weight tickets at the project delivery location. The contract pay item for HMA paving shall include tack coat, placement and compaction of the HMA, sweeping of gutters, sidewalks and driveways, and all labor, equipment, materials, and incidentals necessary to complete the work to the satisfaction of the City.

13. ASPHALT MILLING

This work shall consist of milling, removal and disposal of asphalt pavement over the entire width of a planer pass and to the specified depth as shown on the plans or Bid Schedule, or as directed otherwise by the Project Manager.

Milling shall result in a surface acceptable to the Project Manager. Acceptability shall be based upon the following criteria:

- Free of surface ridges in excess of 1/4 inch
- Planed surface parallel to lane lines
- Surface area free of excess surface fines
- All planed surfaces, especially wheel ruts, show scoring by planer teeth
- Specified cut depth attained at edges, roadway appurtenances, and along curb lines

Milling and removal of the specified milling depth shall be accomplished by the use of an approved milling machine or grinder. The approved machine shall be equipped with an adequate automatic control system to ensure proper control of the depth of milling and the profile of the final milled surface.

The minimum depth of cut at the lip line shall be 1-1/2 inch below the lip line. All removed asphalt pavement shall be loaded directly onto trucks by means of a self-loading conveyor which is an integral part of the planer. The planer must be capable of picking up all removed asphalt mat in a single operation. Windrows will not be allowed. All milled areas shall be swept clean with pick-up type street sweepers before the lot is opened to traffic. All asphalt millings shall be swept or otherwise removed from the gutters, sidewalks, yards, driveways, medians, etc.

Failure to clean the roadway in an expeditious manner will result in a temporary suspension of milling operations until the sweeping operation maintains reasonable pace with the milling operation. Work will not resume until the Project Manager has approved the Contractor's revised written description of the method proposed by the Contractor to comply with the requirements of this specification.

The Contractor shall exercise caution when milling around manholes, water valve boxes, and other roadway appurtenances. Manholes, water valve boxes, and other similar structures shall either be adjusted to below the bottom of the cut prior to milling operations or cut around the structure using milling equipment. The maximum deviation between the top of the milled pavement and top of the manhole or water valve box shall be no more than $\frac{3}{4}$ inch in areas open to traffic. This will be achieved by placing a temporary taper around the structure. This temporary taper shall be removed prior to placement of new HMA. All water valves, range boxes and manholes shall be ramped after milling.

A detail milling machine shall be utilized to remove asphalt adjacent to cross-pans, as directed by the Project Manager. Payment for detail milling will be made under 2-inch Depth Milling (Full Width) or Edge Milling (12-foot Width) and will not be paid for separately.

The Contractor shall exercise care to prevent chipping, gouging and breakage of existing concrete gutter lip lines, driveways, and cross-pans. The Contractor will be responsible solely at their cost for replacement of all concrete damaged as a result of carelessness during the milling operation.

Millings shall become the property of the Contractor.

Measurement and payment shall be by the square yard at the specified depth. Milling depths greater than those specified will be measured and paid for by the square yard-inch. Asphalt pavement existing above the lip will not be considered as additional depth milling at the lip but shall be included in the pay item for 2 Inch Depth Milling (Full Width). No separate measurement or payment will be made for traffic control, hauling and disposal of material, maintenance of milled surface prior to resurfacing etc., but shall be included in the work.

14. 4" HMA PATCHING & EXTRA DEPTH PATCHING

HMA patching will occur after milling occurs for each location scheduled for patching and overlay. Exceptions to this requirement will occur if it is determined prior to milling that the existing pavement section is too thin for the heavy loads expected while using milling machines and other heavy construction equipment typically used in this type of construction. The Project Inspector will mark areas to be patched and the work done in accordance with these Special Conditions, or as directed otherwise by the Project Manager.

The contractor shall remove the failed pavement, base course, and subgrade soil to the existing depth. The patching and normal excavation depth and patching material thicknesses shall be as specified:

Type of Street Asphalt Depth (after milling) Residential (local) 4- inches (5-inches, 30 feet from intersections or cross-pans) Collector 5- inches Arterial 7-inches Areas requiring patching will be marked by the city at a minimum width of five (5) feet horizontally, and shall be milled patched to a minimum six (6) inch depth, or $\frac{3}{4}$ of the pavement thickness up to a maximum depth of nine (9) inches if the pavement thickness is greater than six (6) inches following milling of the top two (2) inches of existing pavement. The method of cutting the pavement shall be done with a mill or a method otherwise approved by the City and shall result in a neat, straight line and vertical face on the existing pavement without deformation of the surface at the cut. The subgrade shall be compacted by a roller, where feasible, prior to placing patching asphalt.

Vertical faces of the cut shall be adequately coated with CSS-1H tack material prior to patching. Asphalt lifts shall not exceed three (3) inches in depth. HMA patching shall be placed by use of a paver where dimensions allow for its use and shall otherwise be placed and exhibit excessive segregation in accordance with Standard Specification 934.04 – Segregation and as determined by the Project Inspector or Project Manager shall be marked for immediate removal and replacement.

4" HMA Patching shall be either HMA (Grading S) (75) (PG 64-22, PG 58-28, or PG 58-34) and/or HMA (Grading SG) (75) (PG 64-22, PG 58-28, or PG 58-34). The use of either or both asphalt mixes shall be as directed by the Project Manager and based on the existing subgrade conditions. No extra payment shall be made for using one or both asphalt mixes but shall be included in the unit cost of 4 "patching.

4" HMA Patching shall be measured and paid for by the yd²/in and shall include asphalt mill patching, removal and disposal of asphalt mat, subgrade removal and disposal, compaction, proof roll where necessary, tack coat, patching with HMA (Grading S) (75) (PG 64-22, PG 58-28, or PG 58-34) and/or HMA (Grading SG) (75) (PG 64-22, PG 58-28, or PG 58-34), and all labor, equipment, materials, and incidentals necessary to complete the work. Asphalt cement shall not be paid for separately but shall be included in the work.

15. HMA OVERLAY

This work shall consist of placing and compacting Hot Mix Asphalt (HMA) overlay to the required thickness and binder grade as listed in the Bid Schedule, and as specified in these Special Conditions or in the City Standard Specifications.

Where curb and gutter exist adjacent to the pavement, the paving shall be placed and compacted such that the vertical difference between the wearing surface and the gutter lip line does not exceed $\frac{1}{2}$ inch. Special care shall be taken to ensure longitudinal joints are clean and uniform. Longitudinal joints shall be constructed and placed per the City of Arvada Standard Specifications. Overlay on milled sections of the lot shall be completed within twelve (12) days of the completion of the full width milling unless a time extension is granted by the City. If the Contractor does not complete the overlay within these time limitations, there may be a price reduction of \$1,000/day for each day this limitation is violated. The price reduction will not constitute a penalty but will be considered a failure to perform resurfacing in accordance with the contract requirements.

Tack coat material consisting of CSS-1h emulsified asphalt and an equal amount of clean water shall be applied at a rate of 0.10 gallons per square yard and allowed to break prior to completing overlay or surface replacement on each lot. Prior to application of the tack coat the lot shall be swept clean with a pick-up type of sweeper meeting current EPA air pollutant control requirements.

The Contractor shall sweep gutters and sidewalks immediately following overlay or patching operations, and prior to the end of each workday. The Contractor shall have the necessary equipment and materials readily available to immediately clean up any tack coat, diesel fuel or oil spills should such spills occur. Asphalt or tack coat tracked, spilled, or raveled into gutters and on sidewalks during overlay operations shall be swept up, cleaned, and removed immediately following the overlay work. Hot Mix Asphalt (HMA) Overlay will be measured by the actual yd²/in in place as verified by certified weight tickets at each location. The pay item for Hot Mix Asphalt (HMA) Overlay shall include soil sterilant, weed burning, tack coat, sweeping of gutters, sidewalks and asphalt paths, and all labor, equipment, materials, and incidentals necessary to complete the work to the satisfaction of the City. Asphalt cement shall not be paid for separately but shall be included in the work.

16. ASPHALT OVERLAY AROUND MANHOLES, VALVEBOXES, & SURVEY RANGE BOXES

Manholes, valve boxes and survey range boxes shall be adjusted to within one-quarter inch ($\frac{1}{4}$ ") below finish grade before the final surface course of HBP is placed. The Contractor shall remove all foreign matter found or introduced into them in the performance of this work, and it shall be his responsibility to ensure proper compaction around them after they have been adjusted. Manholes, valve boxes and range boxes should be set to final grade just prior to the final lift of asphalt being placed on newly constructed or newly re-constructed streets.

On streets that are being overlaid with asphaltic concrete the Contractor shall adjust the valve and range boxes by screwing the adjustable rings upward to finish grade, prior to final rolling. In the case of manhole rings, the Contractor shall vertically and uniformly cut the existing asphalt mat eight (8) inches from the ring and remove the mat and base to a depth of six (6) inches below finish grade. Rings shall then be removed and the existing riser rings adjusted and pointed to provide the required subgrade for resetting the set rings, free of pressure points. Once the ring is reset to finish grade the collar eight (8) inch x six (6) inch void between the mat and the ring) shall be filled with asphaltic concrete and compacted in accordance with these Standards and Specifications.

17. EDGE MILLING

Edge milling will be required adjacent to all concrete curb & gutters, drain pans, manholes, and utility casings. Contractor shall protect existing concrete adjacent to milling areas so not to chip or gouge the existing concrete.

18. EDGE MILLING (12-FOOT WIDTH)

Payment for Edge Milling shall be by the square yard with depths of milling ranging from a maximum of 1.5-inches at the curb-line or edge of pavement to 0-inches at 12-feet from the curb-line or edge of pavement. Actual depth will be set in the field by the Project Manager.

Butt joints shall be constructed where edge milled streets intersect adjacent streets without a cross-pan and are not scheduled for milling. The intersecting area of adjacent streets shall be full depth patched; extending 20 to 50-feet back from the ending point of the edge milling, as directed by the Project Manager. The top 1.5-inches of adjacent street milling shall be included in the cost of Edge Milling (SY). The remainder of the butt joint depth will be paid for through 4-inch Depth. HMA Patching (SY). Payment shall include all labor, materials, equipment, and incidentals necessary to complete the work.

CONCRETE WORK (If Need)

All new concrete will follow City of Arvada concrete mix design specifications section 800. Concrete will have compressive strength of 4,500 psi and contain 3.5lbs/yd³ of polyolefin reinforcement. Mix design will be CDOT approved and stamped by a licensed engineer. The mix design will be submitted to the City of Arvada's project manager for approval prior to pouring concrete.

1. CURB & GUTTER

There will be areas that concrete curb and gutter will need to be replaced. Unit costs associated with a 6" curb and gutter replacement will be included in the bid schedule. Curb and gutter repair will be conducted at the direction of the City of Arvada's Project Manager and will be repaired prior to asphalt mill and overlay work.

2. CONCRETE ISLAND DEMOLITION

There is at least one concrete island that will be demolished and replaced with asphalt. The current concrete island is approximately 350ft² filled with some concrete and landscaping rock. There is a tree that will need to be removed. This island is located at the Indiana Shops Complex at 6701 Indiana St. Arvada, CO 80007. This area will be included in phase 2 or 3 of the contract.

TRAFFIC CONTROL

1. TRAFFIC & PARKING CONTROL

All traffic control shall be in accordance with the latest addition of the FHWA "Manual on Uniform Traffic Control Devices" (MUTCD) and Colorado Supplement and the most current revision of the City of Arvada Engineering Code of Standards and Specifications.

The contractor shall submit two copies of a "Traffic Control Plan" (TCP) for all work locations to the City's Traffic Division for review and approval at least two business days prior to beginning work on the project. The contractor shall not proceed with any work until the City's Traffic Division has approved the site-specific traffic control plans. If during construction the City determines that the traffic control plan needs to be adjusted to meet actual field conditions, the Contractor shall immediately make such adjustments and at no additional cost to the city.

The contractor is responsible to determine the traffic control requirements for each work location with the Traffic Division prior to submitting their bid. The contractor is directed to Section 100 of the City's Engineering Code of Standards and Specifications for more

specific information on traffic control. The contractor shall notify the Traffic Division (720-898-7740) a minimum of two business days in advance of all closures including temporary lane closures on public roads, private and business access. Two-way traffic control shall be maintained at all times.

Where parking is allowed on a parking lot where work is scheduled, "No Parking" signs shall be placed by the contractor at least 24 hours minimum (48 hours on major collectors and arterials) in advance of any phase of work where parking is normally allowed. The contractor will be required to remove all "No Parking" signs promptly upon completion at each location and phase of work. Hand painted signs or other signs which do not meet MUTCD requirements or City of Arvada standards and specifications will not be permitted.

Residential and commercial establishment written notification in advance of each phase of work is the responsibility of the contractor, and to ensure that vehicles are cleared from the site prior to each phase of the work. The City will assist the contractor in clearing parked vehicles by private towing contract in isolated cases where vehicles impede the work and vehicle owners fail to respond to "No Parking" signs, and where personal attempts are made by the contractor to have vehicles moved from the work area.

Prior to milling and prior to overlay at each work location, the Contractor shall personally contact the management of all businesses or other establishments within and adjacent to the work area and inform the management of such business establishments of the schedule for each phase of the work. A log of names and conversations shall be kept and made available to the City. At no time shall complete access be blocked to businesses and other establishments except for brief periods of less than 30 minutes during the milling and overlay operations. At least one entrance/exit and emergency access shall be left open where possible during milling and overlay operations. Where there is only one access available to a business or other establishment, such access shall be blocked only during milling, sweeping and overlay operations, and for no more than approximately 20 minutes. This requirement will not be paid for separately but shall be included in the lump sum bid item for Citizen Notification. The Contractor shall furnish standard traffic control including advance-warning signs at the beginning and end of each phase of the work as it progresses. Patching, milling and overlay operations shall proceed in such a manner to minimize traffic interruption and hazards.

In addition to providing advanced traffic control and traffic control during work operations, the contractor shall furnish traffic control, including lane closures as may be necessary, to allow the City Project Inspector to safely mark out locations to be patched. Contractor shall coordinate this work with the Project Inspector.

Payment for "Traffic Control Devices" in one lump sum shall be paid in accordance with Section 3.46 of the City Standard Specifications and shall constitute full compensation for preparation and submittal of CDOT permits and permit fees, traffic control plans, furnishing, placement, maintenance and removal of traffic control signs, working lighted barricades, arrow boards, temporary pavement marking tape, traffic control for City Project Inspector and all labor, equipment, materials and miscellaneous items necessary to complete the work. Uniformed Traffic Control, Uniformed Traffic Control (Vehicle), Traffic Control Supervisor and Flagging shall be paid for separately.

2. UNIFORMED TRAFFIC CONTROL & UNIFORMED TRAFFIC CONTROL (VEHICLE)

Uniformed Traffic Control (UTC) and Uniformed Traffic Control Vehicle (UTCV) shall be used only at signalized intersections and when required by the Project Manager. UTC and UTCV shall be provided in accordance with the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction Section 630 - Construction Zone Traffic Control except as revised for this project as follows - Section 630 shall include the following:

This work includes furnishing a uniformed police agency officer to perform uniformed traffic control. The officer shall have completed "The Safe and Effective Use of Law Enforcement Personnel in Work Zones" Training course. The Contractor shall provide copies of documentation certifying the officer's successful completion of this course. This work includes furnishing a vehicle for the officer to use in performing uniformed traffic control.

Traffic Control Vehicles: When called for on the plans, and/or as authorized by the Project Manager, the Contractor shall furnish full-sized, late model, white sedans, or a police agency's patrol vehicle to be used by uniformed police agency officers in the performance of Uniformed Traffic Control duties. The contractor shall be responsible for licensing, insuring, servicing, and fueling the vehicle.

For each Traffic Control Vehicle furnished by the contractor, the contractor shall furnish Class 1 SAE certified light bar and control panel for exclusive use by uniformed police agency officers while performing Uniformed Traffic Control.

The light bars shall be mounted on traffic control vehicles and shall be maintained in good operating condition at all times. The Contractor shall obtain a permit from the police department, if required, for the use of the light bars. The Contractor shall keep the light bars covered at all times when the traffic control vehicle is being used by someone other than the authorized uniform police agency officer.

3. PERMANENT PAVEMENT MARKINGS

All new markings will conform to the City of Arvada's specifications, section 700. The Contractor shall **submit a Striping and Pavement Marking Plan to the Traffic Engineer and ADA coordinator for approval.** The Striping and Pavement Marking Plan shall meet the requirements outlined in the MUTCD and ADA standards. The Contractor is solely responsible for placement and maintenance of all necessary temporary and permanent pavement markings until Construction Acceptance into Warranty is issued. Handicap symbols will be inlayed thermoplastic pavement markings. All other markings will be high build waterborne acrylic traffic paint.

For inlayed symbols, grind asphalt down 1/8" to insure proper installation depth. Remove all debris from the application area. See City of Arvada Specifications section 700.

4. MEASUREMENT & PAYMENT

Uniformed Traffic Control will be measured by the total number of hours that are required for uniformed traffic control officer including minimum shift hours required by the agency. The accepted number of hours of Uniformed Traffic Control will be paid for at the contract unit price per hour. Uniformed Traffic Control (Vehicle) will be measured as the contract unit price per hour for the uniformed traffic control officer and traffic control vehicle. No separate payment shall be made for the Contractor furnishing a Traffic Control Vehicle with light bars and other equipment, licensing, insuring, servicing, and fueling a Traffic Control Vehicle but shall be included in the work.

Hours of Uniformed Traffic Control or Uniformed Traffic Control (Vehicle) that are not authorized or approved will not be paid for. Scheduling of traffic control will not be measured and paid for separately but shall be included in the work.

A. Flagging

Flagging shall be performed, measured and paid for in accordance with Section 630 - Construction Zone Traffic Control of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction.

B. Traffic Control Management

Traffic Control Management shall be performed, measured and paid for in accordance with Section 630 Construction Zone Traffic Control of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction.

5. WORK HOURS & STREET CLOSURE RESTRICTIONS

No work shall be done between the hours of 9:00 p.m. and 7:00 a.m. except with the written permission of the City Manager, or in the case of an emergency.

Barricading, traffic control devices, and protective materials shall remain in place until the work is opened to traffic. Emergency vehicle access shall be maintained at all times. Such access shall be a minimum width of 16 feet.

Lane closures for the street classifications within this project are as follows:

ARTERIAL STREETS: Lane closures 8:30 am – 3:30 pm only

Construction activities: 8:30 am – 3:30 pm only Must maintain one lane each way at all times.

COLLECTOR STREETS: Lane closures 8:30 am – 3:30 pm only

Construction activities: 7:00 am – 7:00 pm only Must maintain one lane with adequate flagging at all times.

LOCAL STREETS: Lane closures 7:00 am – 7:00 pm only Construction activities: 7:00 am – 7:00 pm only May be closed to thru traffic unless otherwise noted.

(During working hours)

Traffic restrictions on weekends will be determined on a case-by-case basis.

If the Contractor violates these working time limitations, the Project Manager may give written notice to stop work on the project at the beginning of the next workday. Work cannot resume until the Contractor provides a written explanation for the violation and assurance to the city that there will not be a recurrence of the violation. If subsequent working time violations do occur, the Project Manager will notify the Contractor in writing that there will be a price reduction for each incident of violation in accordance with the schedule described further below. The price reduction will not be imposed when changed contract conditions are encountered during the normal working time or the violation was a result of circumstances beyond the control of the Contractor or subcontractor. Delays in material delivery are not considered circumstances beyond the control of the Contractor. The price reduction will not constitute a penalty but will be considered a failure to perform traffic control in accordance with the contract specifications.

An incident is any violation up to 30 minutes in duration. Each 30 minutes or increment thereof will be considered an incident. A 15-minute grace period may be granted at the beginning of the second incident before a price reduction is applied. Adherence to this procedure and any violations as a result of non-compliance to this procedure will be strictly enforced by the city.

6. PORTABLE VARIABLE MESSAGE SIGN

Contractor shall furnish, operate and maintain a minimum of one Portable Variable Message Sign at the end of each work location. Additional intermediate message signs may be required to be placed and maintained as determined by the City's Traffic Division. Each message sign shall be placed and working at least three (3) days prior to the start of construction activity and maintained in satisfactory operating condition throughout the duration of this project.

Each sign shall be fully self-contained on a portable trailer capable of being licensed for normal highway travel and shall include leveling and stabilization jacks. The sign panel shall display a minimum of three eight-character lines of text. The text of the messages shall not scroll or travel horizontally or vertically across the face of the sign. The sign panel shall be a dot- matrix type with fluorescent yellow flip, disks legend, or LED legend on a flat black background.

Each sign shall have its own separate power source with an independent battery back-up source to provide continuous operation upon failure of the primary power source. The mounting of the sign on the trailer shall be such that the bottom of the sign panel is a minimum of five feet above the roadway, visible from one-half mile under both day and night conditions, and legible from a minimum of 650 feet. Portable Variable Message Signs shall be measured by each unit used and moved from work location to work location on the entire project and not counted separately for each move to a different work location. Payment for each unit shall include delivery to each location, maintenance, operation, storage, repairs, relocation to other sites, and all labor, equipment, materials, and incidentals.

STORMWATER MANAGEMENT

1. EROSION CONTROL

This work shall consist of all materials, installation, maintenance, and removal of erosion control measures using Best Management Practices (BMPs) located within the erosion control limits of each parking lot reconstruction and parking lot location listed on the Parking Lot Schedule and Summary of Approximate Quantities throughout the duration of the contract. The contractor shall comply with all provisions of the City of Arvada Site Development Permit for this project, which will be considered as a part of the contract documents.

2. BEST MANAGEMENT PRACTICES (BMPs) FOR STORMWATER MANAGEMENT

This section provides a set of criteria and technical guidance for erosion and sediment control and material management at concrete replacement and asphalt projects. Erosion control measures limit erosion of soil from disturbed areas including stockpiled material at the construction site. Sediment control measures prevent the transport of sediment off-site to downstream properties and stormwater conveyances. Materials management is the practice of containing and controlling all materials used in order to eliminate potential pollutants from leaving the site. Due to the fast-paced nature of concrete and asphalt projects, the site's erosion and sediment controls and material management BMPs must be inspected and maintained daily.

A. Site Development Permit (SDP):

In accordance with the City of Arvada's permit criteria, concrete and asphalt operations including the installation and repair of all concrete and asphalt public right of ways must acquire a City Site Development Permit and implement and maintain erosion control, sediment entrapment and material management BMPs.

Initial documentation required:

1. Completed SDP application
2. Application fee (waived for City funded projects)
3. Escrow/LOC (waived for City funded projects)
4. Site map
5. Potential pollutant list
6. BMP specification details

B. SDP - Required Documentation:

A site map including construction boundaries, all locations of BMPs, stockpiles, staging areas, portable restrooms, concrete containment/washout area, construction material storage and waste material storage must be provided to the City's Stormwater Division prior to beginning work. This site map must be updated daily to reflect the site's condition. Potential pollutants must be listed and BMPs prescribed for each individual pollutant. If on-site fueling or maintenance will be conducted, a spill plan must be provided to the Stormwater Division prior to beginning work and a copy must be retained by fueling/maintenance personnel during operations.

A copy of these requirements including BMP specifications and applicable details indicated in this Section and drawings contained within the City Standard Specifications must remain on site and referred to by any personnel installing, maintaining, repairing, repositioning or inspecting BMPs.

A daily log of BMP inspections, installation, repair and maintenance must be kept on site. This log must contain the date, name, location of BMP, and nature of work. It must also include that the site map was revised.

C. SDP - Enforcement Policy:

If it is determined by the city inspector that control measures are not inspected, installed and maintained daily, payment to the contractor may be withheld. If control measures are not installed or maintained for a period of three consecutive days, a separate company will be contracted to do the work, whereas costs incurred will be 100% reimbursed to the City with an inclusion of an additional 50% for administrative fees.

Site Development Permit BMP Requirements for Concrete and Asphalt Operations:

- All paved surfaces, gutters and sidewalks affected by work must be cleaned at the end of each day.
- All inlets within and downstream of the work areas shall be protected.
- Curb check dams will be installed at all locations downstream of work areas where stormwater flows may potentially come in contact with dirt and exit the work area.
- An area must be designated for construction material waste. All waste materials must be placed into waste containers and covered immediately.
- Portable Toilets must be provided on site and an area designated for their placement.
- A portable concrete washout basin (where applicable) must be provided on site.
- Staging areas must be designated and employ appropriate BMPs.
- Stockpiles must, at all times, have perimeter control measures installed at the downstream side and all material dragged from a stockpile during operations must be swept back into the pile at the end of each day.
- If replacing a storm sewer inlet, pipes within the inlet must be temporarily plugged during the inlet construction.
- All erosion and sediment control measures shall be maintained and repaired by the Contractor during construction as needed to assure continued performance of their intended function. All erosion and sediment control measures must be inspected, maintained and replaced daily if necessary.
- After all work has been completed, including asphalt and re-vegetation, cleanup and remove all temporary construction erosion and sediment control measures.

- At all times during construction, the Contractor shall be responsible for preventing and controlling on-site erosion including keeping the property sufficiently watered to minimize wind-blown dust/sediment. The Contractor shall also be responsible for installing and maintaining all erosion control facilities shown herein.

3. BEST MANAGEMENT PRACTICES (BMPs)

BMP/Control Measure – Stockpiles

BMP/Control Measure Application - Straw Wattle or Rock Bag used for stockpile containment. If stockpiles are located within 100 feet of a waterway, including conveyances to them, additional sediment controls must be provided which could include silt fencing. A weighted down wattle or rock bag must be installed on the downstream side of all stockpiles.

BMP/Control Measure Installation - Install in an arced position on the downhill side of stockpiles. Place two feet from the toe of the stockpile to allow for ponding. Instruct persons accessing the stockpiles with equipment to work around the control measure or temporarily relocate it. Damaged control measures must be replaced immediately.

BMP/Control Measure Maintenance - Sediment entrapment control measures (wattles or rock bags) must be cleaned and repositioned daily. Broken or crushed control measures must be replaced immediately. Any materials spilled from the control measure when damage occurs must be removed from the site and disposed of.

BMP Detail - SW-10.

BMP/Control Measure – Perimeter Sediment Control

BMP/Control Measure Application – Sediment Control Logs are used as a sediment barrier to intercept sheet flow runoff from disturbed areas.

BMP/Control Measure Installation – Install around the entire perimeter of the disturbed area.

BMP/Control Measure Maintenance - Remove accumulated sediment before the depth is one-half the height of the sediment log and repair damage to the sediment log by replacing the damaged section.

BMP Detail – SW-11

BMP/Control Measure - Inlet Protection

BMP/Control Measure Application - An approved design for protecting inlets must be installed at all storm sewer inlets directly downstream of and within the work area.

BMP/Control Measure Installation - Install around the entire inlet or from curb to curb.

BMP/Control Measure Maintenance - Inlet protection must be repositioned or replaced at the end of every day. Sediment and debris accumulated at inlet protection must be removed and disposed of daily.

BMP/Control Measure Detail - SW-9, Colorado Department of Transportation M Standard M-208-1 Storm Drain Inlet Protection (Type II) Option A and B or “Dandy Bag,” or approved equal. In circumstances where vehicles will be traveling close to or on gutter pans, CDOT type inlet protection or “Dandy Bags” shall be used. No extra payment will be made for the use of CDOT type or Dandy Bag Inlet protection but shall be included in the lump sum cost of Erosion Control.

BMP/Control Measure - Inlet Pipe Protection

BMP/Control Measure Application - An approved design for protecting pipes during storm sewer inlet re- construction must be installed within the inlet at all pipe connections.

BMP/Control Measure Installation - Install at piping within inlet.

BMP/Control Measure Maintenance - Inlet protection must be repositioned or replaced at the end of every day. Sediment and debris accumulated at inlet protection must be removed and disposed of daily. After inlet construction is completed all dirt, materials and pipe protection must be removed and disposed of and an approved inlet protection installed.

BMP Detail - SW-9.

BMP/Control Measure - Check Dams (Curb/Rock Sock)

BMP/Control Measure Application – Rock bag gutter check dams used for sediment entrapment downstream of work area.

BMP/Control Measure Installation - Rock bags must be installed within gutters, contacting the curb and set at a 45-degree angle.

BMP/Control Measure Maintenance - Rock bags must be repositioned or replaced if broken daily. Accumulated sediment must be removed and disposed of daily.

BMP Detail - SW-2.

BMP/Control Measure - Street Sweeping (Non-Structural BMP)

BMP/Control Measure Application - Street sweeping either by machine or manually for the removal of excess materials on the roadway, sidewalks or gutters.

BMP/Control Measure Maintenance - Street sweeping must be conducted at the end of each day. This includes the removal of materials in the gutters or accumulated at sediment entrapment control measures.

BMP/Control Measure - Stabilized Staging Areas

BMP/Control Measure Application - Areas designated for equipment and material storage.

BMP/Control Measure Installation - Staging areas whether on private or public areas must remain organized and clean. The staging area may be used for equipment and construction material storage, sanitary waste receptacles and other waste receptacles. All fluids or hazardous materials stored at the staging area must be stored inside or covered on pallets.

BMP/Control Measure Maintenance - Organize and clean the staging area daily. Do not allow dumpsters to become over full or store waste piles on site. All waste piles must be contained.

BMP Detail - SW-7.

BMP/Control Measure – Vehicle Tracking Control

BMP/Control Measure Application - Vehicle tracking control provides stabilized construction site access to remove sediment (mud or dirt) from vehicles and reducing tracking onto the paved surface.

BMP/Control Measure Installation – Install at construction site access.

BMP/Control Measure Maintenance - Replace aggregate used for a stabilized entrance/exit as needed. If the area becomes clogged and ponds water, remove and dispose of excess sediment or replace material with a fresh layer of aggregate as necessary. Ensure rock and debris from the vehicle tracking area do not enter the public right-of-way. Remove sediment that is tracked onto the public right of way daily or more frequently as needed.

BMP Detail - SW-5.

BMP/Control Measure - Waste Management

BMP/Control Measure Application - All waste generated on site must be contained. At no time will construction debris or waste generated at the site be allowed to be stored on site, uncontained.

BMP/Control Measure Installation - Dumpsters and trash bins must be provided on site and placed in a designated area.

BMP/Control Measure Maintenance - Receptacles must be emptied frequently. Liquids may not be placed within the receptacles if there is a possibility they could leak.

BMP/Control Measure - Materials Management

BMP/Control Measure Application - Construction materials including stockpiles and equipment must be stored in a designated area.

BMP/Control Measure Installation - Perimeter control measures must be installed at all stockpiles, at pipe storage areas, and where equipment is stored on impervious surfaces that may contribute grease, oil or dirt to the site.

BMP/Control Measure Maintenance - Materials must be kept organized and neatly stored. Perimeter control measures must be repositioned or replaced if damaged, daily.

BMP/Control Measure - Fueling/Maintenance Operations

BMP/Control Measure Application - If equipment undergoes fueling, maintenance or repair on site, control measures must be used to include use of a double-wall tank.

BMP/Control Measure Installation - A drip pan, or container will be used during on site fueling, maintenance or repair operations. Absorbents must be available should a spill occur.

BMP/Control Measure Maintenance - Spills must be cleaned up immediately. Fluids leaking from any vehicle or equipment must be cleaned immediately and that vehicle or piece of equipment repaired or removed from the site.

BMP/Control Measure - Sanitary Waste Management (Portable Toilets)

BMP/Control Measure Application - Portable sanitary waste receptacles required on site for use by all personnel.

BMP/Control Measure Installation - Portable receptacles must be secured in place and not positioned on an impervious surface. Receptacles must be located at least 3' from all impervious areas, flow lines, ditches, creeks or storm sewer inlets. Attachment to fencing or a roll-off/dumpster to preventing tipping may be allowed if no other alternatives are available.

BMP/Control Measure Maintenance - Receptacles must be checked daily and routinely maintained. In the event materials are spilled from a receptacle, immediate clean-up is required. If a contracted company must respond for the clean-up and the response time is unknown, absorbents must be applied to the spill by the onsite contractor immediately.

Measurement and Payment for Erosion Control shall be paid on a monthly basis as a percentage of the lump sum bid item for the contract amount earned. Payment for Erosion Control shall include all labor, materials, equipment and incidentals required for each phase of the work. No additional compensation will be made for the Erosion Control Supervisor (ECS), installation, maintenance or removal of bmp/control measure devices, additional devices required by the City's Stormwater Management Division, or reuse of bmp/control measure devices during construction operations included in this contract, or sufficiently controlling mud and dust to reduce or eliminate complaints to the City of Arvada from affected property owners and citizens.

End of this Section

BID BOND

We, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the City of Arvada, Colorado, in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Arvada, Colorado the accompanying Bid Proposal, and hereby made a part hereof to enter into a Contract Agreement for the construction of City of Arvada Project No. _____.

WHEREAS, the City, as a condition for receiving said Bid Proposal, requires the Principal to deposit with the City a Bid Proposal Guaranty, equivalent to not less than 5 Percent of the amount of said Bid Proposal.

NOW THEREFORE,

- (A) If said Bid Proposal shall be rejected; or in the alternate,
- (B) If said Bid Proposal shall be accepted and the Principal shall execute and deliver a Contract Agreement (properly completed in accordance with said Bid Proposal) and shall furnish a Performance and Payment Bond upon the forms prescribed by the City for the faithful performance of said Contract; and for the payment of all persons performing labor or furnishing materials in connection therewith; and shall in all other respects perform the agreement created by the acceptance of said Bid Proposal;

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the City may accept such Bid and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, this ____ day of _____, 20__, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL

Name: _____

Address: _____

By: _____

Title: _____

SURETY

_____.

_____.

By: _____.

Title: _____.

Attorney-in-Fact:

(SEAL)

NOTE: Surety Companies executing bonds must be authorized to transact business in the State of Colorado and be acceptable to the City.

BID PROPOSAL

TO: City of Arvada, Colorado (hereinafter called "CITY").

FROM: _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as (a corporation), (a partnership), (an individual).

The Bidder, in compliance with your Advertisement for Bids, hereby proposes to perform all Work in strict accordance with the Contract Documents, for the construction of City of Arvada CSB # 24-FAC-035 entitled Asphalt Mill Overlay for Parking Lots within the time set forth therein, and at the prices stated on the included Bid Schedule as totaled herein.

By submission of this Bid Proposal, each Bidder certifies, and in the case of a joint venture each party thereto certifies as to his/her own organization, that this Bid Proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid Proposal with any other Bidder or with any competitor.

Bidder acknowledges receipt of **Addendum Nos.** Initials: _____

Bidder states that their:

Major Material Suppliers are:

Material They Will Supply

Major Subcontractors are:

Work They Will Perform

CONTRACT TIME AND LIQUIDATED DAMAGES: All work shall be completed, including clean-up, within **90** working days after the date to be specified in the Notice to Proceed. A Notice to Proceed is anticipated to be issued on or about May 15, 2024. The bidder shall agree to pay the owner the sum of **\$500** for each calendar day that the work exceeds the allotted contract time. Contract time may be adjusted by Change Order.

Total from included Bid Schedule: **TOTAL BID \$** _____

SUBMITTED BY:

Company Name: _____

Contact Names: _____

Address: _____

Phone: (_____) _____ Email(s): _____

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Contractor;
- He/she has read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accept and acknowledge this bid is consistent with the specifications and terms and conditions.
- The bid is in all respects fair, without outside collusion or otherwise illegal action.

By: _____
Signature of Authorized Agent Date FEIN

Typed/Printed Name of Agent Title of Agent Agent email

PAYMENT TERMS: The City standard is net thirty (30) days but every effort is made to meet net fifteen (15) days after the approved partial payment date when the contractor is satisfactorily performing the contract. The final 5% of total payment will be paid once the contract is completed satisfactorily, advertisement for final settlement is complete, and the project is accepted by the City. Payment is the date of the check mailing or date of the credit card transaction.



Use the attached Excel Spreadsheet
for Bid Submittal

BID SCHEDULE

CSB# 24-FAC-035 Asphalt Mill/Overlay - Parking Lot Pavement Resurfacing Phase 1

Contractor Name

Date

Prepared By

BASE BID

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	
Phase 1 Mill/Overlay Parking Lots						
1	1.5" Depth Milling (City Hall Employee Lot)	7,338	SY		\$0.00	Mill & Paint Only
2	1.5" Depth Milling (City Hall Annex Lot)	2,087	SY		\$0.00	Mill & Paint Only
3	1.5" Depth Milling (City Hall SW Lot)	1,099	SY		\$0.00	Mill & Paint Only
4	1.5" Depth Milling (City Hall Courts Lot)	750	SY		\$0.00	Mill & Paint Only
5	1.5" Depth Milling (City Hall Alley)	1,007	SY		\$0.00	Mill & Paint Only
6	1.5" Depth Milling (City Hall Police Lot)	1,887	SY		\$0.00	Mill & Paint Only
7	1.5" Depth Milling (City Hall Back Access Lot)	842	SY		\$0.00	Mill & Paint Only
8	1.5" Depth Milling (City Hall Main Lot)	2,274	SY		\$0.00	Mill & Paint Only
9	1.5" Depth Milling (Arvada Center North Lot)	9,582	SY		\$0.00	
10	1.5" HMA SX Mix Overlay (Arvada Center North Lot)	9,582	SY		\$0.00	
11	1.5" Depth Milling (Arvada Center Mid Lot)	7,812	SY		\$0.00	
12	1.5" HMA SX Mix Overlay (Arvada Center Mid Lot)	7,812	SY		\$0.00	
13	1.5" Depth Milling (Wastewater Parking Lot)	1,808	SY		\$0.00	
14	1.5" HMA SX Mix Overlay (Wastewater Parking Lot)	1,808	SY		\$0.00	
15	1.5" Depth Milling (Post Office Customer Lot)	2,797	SY		\$0.00	
16	1.5" HMA SX Mix Overlay (Post Office Customer Lot)	2,797	SY		\$0.00	
17	1.5" Depth Milling (Post Office Employee Lot)	2,960	SY		\$0.00	
18	1.5" HMA SX Mix Overlay (Post Officer Employee Lot)	2,960	SY		\$0.00	
19	Mobilization/Permits	1	LS		\$0.00	
Pavement Markings						
20	ADA Compliant Parking Design	13	EA		\$0.00	
21	Epoxy Pavement Marking Mobilization	3	EA		\$0.00	
22	Epoxy Pavement Marking (City Hall Emp. Lot)	4450	LF		\$0.00	
23	Inlayed Thermoplastic (Crosswalk, Stop Bar Emp Lot)	2	EA		\$0.00	
24	Inlayed Thermoplastic (Handicap Symbols Emp Lot)	7	EA		\$0.00	
25	Epoxy Pavement Marking (City Hall Annex)	684	LF		\$0.00	
26	Inlayed Thermoplastic (Crosswalk, Stop Bar Annex)	1	EA		\$0.00	
27	Inlayed Thermoplastic (Handicap Symbols Annex)	2	EA		\$0.00	
28	Epoxy Pavement Marking (City Hall SW Lot)	460	LF		\$0.00	
29	Inlayed Thermoplastic (Handicap Symbols SW Lot)	2	EA		\$0.00	
30	Epoxy Pavement Marking (City Hall Courts Lot)	360	LF		\$0.00	
31	Inlayed Thermoplastic (Handicap Symbols Courts Lot)	2	EA		\$0.00	
32	Inlayed Thermoplastic (Crosswalk, Stop Bar Courts)	1	EA		\$0.00	
33	Epoxy Pavement Marking (City Hall Alley Lot)	180	LF		\$0.00	
34	Epoxy Pavement Marking (City Hall Police Lot)	864	LF		\$0.00	
35	Epoxy Pavement Marking (City Hall Back Lot)	180	LF		\$0.00	
36	Inlayed Thermoplastic (Handicap Symbol Back Lot)	1	EA		\$0.00	
37	Epoxy Pavement Marking (City Hall Main Lot)	1100	LF		\$0.00	
38	Inlayed Thermoplastic (Handicap Symbols Main Lot)	4	EA		\$0.00	
39	Inlayed Thermoplastic (Crosswalk, Stop Bar Main Lot)	1	EA		\$0.00	
40	Epoxy Pavement Marking (Arvada Center North Lot)	6300	LF		\$0.00	
41	Inlayed Thermoplastic (Crosswalk, Stop Bar North Lot)	3	EA		\$0.00	
42	Inlayed Thermoplastic (Handicap Symbols North Lot)	12	EA		\$0.00	

43	Epoxy Pavement Marking (Arvada Center Mid Lot)	3870	LF		\$0.00
44	Inlayed Thermoplastic (Handicap Symbols Mid Lot)	3	EA		\$0.00
45	Epoxy Pavement Marking (Wastewater)	720	LF		\$0.00
46	Inlayed Thermoplastic (Handicap Symbols Wastewater)	2	EA		\$0.00
47	Epoxy Pavement Marking (Post Office Customer Lot)	810	LF		\$0.00
48	Inlayed Thermoplastic (Post Office Customer Lot)	1	EA		\$0.00
49	Inlayed Thermoplastic (Handicap Symbols Post Office)	3	EA		\$0.00
50	Epoxy Pavement Marking (Post Office Employee Lot)	1332	LF		\$0.00
51	Inlayed Thermoplastic (Post Office Employee Lot)	4	EA		\$0.00
Traffic Control					
52	Traffic Control Management	1	LS		\$0.00
Unit Price Items					
53	6" Concrete Curb & Gutter Repair	1	LF		\$0.00
54	Concrete ADA Accessible Ramp Install	1	EA		\$0.00
55	Concrete Drain Pan	1	SY		\$0.00
56	Full Depth Repair to include subgrade preparation	1	SY		\$0.00
57	Adjust Valve or Range Box	1	EA		\$0.00
58	Adjust Manholes	1	EA		\$0.00
59	Citizen Notification, Adjacent Property Owners	1	LS		\$0.00
60	Minor Contract Revisions	1	LS	\$50,000.00	\$50,000.00
	TOTAL				\$50,000.00

* All quantities are estimated using GIS, the contractor must verify actual quantities.

REQUIRED CONTRACTOR SUBMITTAL FORM

SUBMITTAL CHECKLIST:

Bid Proposals shall be submitted in the order listed below with each section clearly identified. **Missing information or required documents may result in submission being deemed non-responsive.**

- ☐ Submit completed Bid Bond, Bid Proposal, Bid Schedule, Required Contractor Submittal, and any other attachments requested.
- ☐ Submit implementation timeline and warranties, if applicable.
- ☐ Attach Contractor's Licensing, if applicable.
- ☐ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable.
- ☐ Variations: Checking this box indicates that the contractor has variations to this solicitation. Identify all variations and exceptions to this CSB on a separate sheet/s of paper. If variations are not stated in the contractor's Offer, it shall be agreed that the contractor's Offer fully complies with all conditions identified in this Solicitation. For each variation listed, reference the applicable section of the solicitation document, the page number, and the variance. Submittal of a vendor contract is considered excessive in variations and may be cause for determining that the Bid is non-responsive and ineligible for award.

REFERENCES (AT LEAST 3 EACH) :

- ☐ Check here if Contractor's standard reference sheet is attached, otherwise, use the space below.

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

CONTRACT DOCUMENTS

The following pages contain documents used upon contract award.
They are included here for reference and are subject to change.

PERFORMANCE AND PAYMENT BOND

Bond No. _____

(Firm) _____

(Address) _____

(an Individual), (a Partnership), (a Corporation), hereinafter called Principal; and

(Firm) _____

(Address) _____

hereinafter called Surety, are held and firmly bound unto the City of Arvada, a Colorado municipal corporation, 8101

Ralston Road, Arvada, Colorado 80002, hereinafter called the City, in the penal sum of _____, Dollars,

_____ , in lawful money of the United States, for the payment of such sum will and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that the Principal entered into a certain Contract with the City, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof, for the performance of City of Arvada Project No.'s _____, _____.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the City, with or without Notice to the surety and during the life of the guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the City from all cost and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, and if he shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the ____ day of _____, 20____.

IN PRESENCE OF:

PRINCIPAL _____

By _____

Address _____

(Corporate Seal)

OTHER PARTNERS

(Surety Seal)

SURETY _____

Attorney _____ in _____ Fact _____

Address _____

Note: If Contractor is Partnership, all partners should execute Bond.

Important: Surety Company must be authorized to transact business in the State of Colorado and be acceptable to the City.

NOTICE OF AWARD

Date _____

Company _____
Address _____
City, State Zip _____

RE: Project No. _____, _____

Dear Representative of _____:

The City of Arvada, Colorado (hereinafter called "City") has considered the Bid Proposals submitted for referenced work in response to its Advertisement for Bids dated _____ and Information for Bidders.

You are hereby notified that your Bid Proposal has been accepted, for items and prices stated in the Bid Schedule, in the amount of \$ _____.

You are required to execute the Contract, the Insurance Certificates and a Performance and Payment Bond within seven (7) days from the date of this Notice to you.

The Performance and Payment Bond needs to be filled out, returned (one original must be returned to the City), and accompanied by the Power of Attorney from your surety company. Also, please make sure that the insurance certificate is in the minimum amounts set forth in the Contract Documents and the City of Arvada is named as an additional insured for the specific Project Number and Title. An Additional Insured endorsement certificate should also be attached.

If you fail to execute said Contract and furnish the necessary Insurance Certificates and Bond within the time allotted from this date, the City will be entitled to consider all your rights arising out of the City's acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Bond. The City will be entitled to such other rights as may be granted bylaw.

You are required to return an acknowledged copy of this Notice of Award and enclosures to the Project Engineer.

CITY OF ARVADA, COLORADO

City Engineer

BIDDER

Company _____

Receipt of above Notice of Award accompanied with a Performance and Payment Bond form and a copy of the Contract is hereby acknowledged.

This _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

NOTICE TO PROCEED

Date

Company
Address
City, State Zip

RE: Project No. _____, _____

Dear Representative of _____:

You are hereby notified to commence work on referenced Project, in accordance with the Contract dated _____
on or before _____, and you are to complete the Work, including cleanup within _____ calendar days thereafter.

The date of completion of all Work is therefore _____.

CITY OF ARVADA, COLORADO

City Engineer

BIDDER

Receipt of this Notice to Proceed is hereby acknowledged this _____ day of _____, 20____.

Company

By: _____

Title: _____

**AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND

FOR _____
IN AN AMOUNT NOT TO EXCEED \$_____.00**

This Agreement made this _____ day of _____, 20____ by and between the City of Arvada, a home rule municipal corporation (“Arvada” and/or “City”) and _____, a _____ (“Contractor”).

WITNESSETH: That for and in consideration of the covenants, promises, and payments hereinafter mentioned:

1. Contractor will commence and complete the _____ described in the Contract Documents relating to CSB-_____, issued _____, 20 , (“the Work”).
2. Contractor will furnish all material, supplies, tools, equipment, labor, and other services necessary for the completion of the Work.
3. Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of Notice to Proceed.
4. Contractor will complete the work required by the Contract Documents by _____ after the date of the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents.
5. Contractor agrees to perform all of the work described in the Contract Documents for an amount not to exceed \$_____.00 for the Work.
6. The term “Contract Documents” means and includes the following:
 - A. Arvada’s Request for [Project Title], CSB-_____ (“CSB”);
 - B. CSB Exhibits (if any);
 - C. CSB Addenda (if any);
 - D. Contractor’s Response to CSB-_____, Advertisement for Bid, Bid Proposal, Bid Schedule, Bid Bond, Certificate of Insurance;
 - E. Notice of Award;
 - F. Performance and Payment Bond;
 - G. Notice to Proceed;
 - H. Change Orders (if any);
 - I. City of Arvada Engineering Code of Standards and Specifications;
 - J. Project special provisions prepared or issued by City of Arvada (or its Consultant if applicable);
 - K. Detail drawings and Bid Documents prepared or issued by City of Arvada (or its Consultant if applicable);
 - L. Specification Illustrations and attachments; and
 - M. All supplementary requirements regarding wage rates, E.E.O., affirmative action and all other Federal-State requirements as outlined in the specifications.
7. INVOICES AND COMPENSATION. Contractor will follow Bid schedule and partial payments will be made accordingly NET 15 but no later than NET 30.
8. GENERAL TERMS AND CONDITIONS, SPECIAL TERMS AND CONDITIONS, INSURANCE

REQUIREMENTS, PROJECT SPECIAL PROVISIONS, AND OTHER CSB REQUIREMENTS. Contractor affirms that it has read and is familiar with the Contract Documents, including but not limited to the General Terms and Conditions, Special Terms and Conditions, Insurance Requirements, Project Special Provisions, and other CSB requirements, and agrees to be bound by those terms and conditions.

9. CHANGE ORDERS. Contractor shall perform the Work as described in the Contract Documents or as amended by the mutual consent of the parties in writing. Should the parties agree in writing to a change in the scope of services, then the parties will timely execute any applicable Change Order, which will address changes in scope of services, completion date, contract amount, any applicable material modifications, and any other matters that the parties deem necessary.

10. PREFERENCES IN EMPLOYMENT OF COLORADO LABOR. To the extent that obligations and responsibilities may be established by C.R.S. § 8-17-101 *et seq.*, as amended, with respect to certain public entities and those contracting therewith as to the procurement of services:

- a. Colorado labor shall be employed to perform eighty percent (80%) of the work.
- b. Any waiver of this requirement must comply with C.R.S. § 8-17-101 *et seq.*, as amended.

11. PERFORMANCE MEASURES. The Performance Measures for this Agreement shall be those outlined by Arvada in Section 22 of Special Terms and Conditions for Bidders in the CSB, which are included in the Contract Documents that are exhibits to this agreement.

12. ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents and to take any additional action that is necessary to carry out this Agreement.

13. BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

14. PARAGRAPH CAPTIONS. The paragraph captions in this Agreement are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

15. INTEGRATION, AMENDMENT, AND SEVERABILITY. This Agreement represents the entire agreement between the parties, and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect if the essential terms and conditions of this Agreement for both parties remain valid, legal, and enforceable.

16. NOTICES. Any notice or notification required or permitted by the Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice or notification shall be deemed to have been given when deposited in the United States mail.

17. **BINDING AUTHORITY.** Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

CITY OF ARVADA, COLORADO

8101 Ralston Road
Arvada, CO 80002

ATTEST/WITNESS:

City Clerk

APPROVED AS TO FORM:

For Rachael Morris, City Attorney

By: _____

CONTRACTOR

Name:

Title:

Attachment A

Parking Lot Locations & Areas

24-FAC-035 Asphalt Mill & Overlay of City of Arvada Parking Lots



City Hall Main Lot
2,274 yd²

W 59th Ave

Ammons St

8101 Ralston Rd
Arvada, CO 80002

City Hall Employee Lot
7,338 yd² w/o islands, drain pan

W 59th Ave

Ammons St

**8101 Ralston Rd
Arvada, CO 80002**

Balsam St

1,887 yd²
City Hall PD Lot

8101 Ralston Rd
Arvada, CO 80002

Ammons St

**8101 Ralston Rd
Arvada, CO 80002**

Ammons St

**5885 Allison St
Arvada, CO 80002**

**750 yd²
City Hall Courts Lot**

Ralston Rd

Balsam St

Annons St

8101 Ralston Rd
Arvada, CO 80002

City Hall Back Lot
842 yd²

Balsam St

Ammons St

8101 Ralston Rd
Arvada, CO 80002

1,099 yd²

City Hall SW Lot

Ralston Rd



W 59th Ave

City Hall Alley

Balsam St

Ammons St

1,007 yd²

8101 Ralston Rd
Arvada, CO 80002

**5885 Allison St
Arvada, CO 80002**

Ammons St

Allison St

City Hall Annex Lot

**2,087 yd²
islands
removed**

**8001 Ralston Rd
Arvada, CO 80002**

Ralston Rd

W 59th Ave

Ammons St

Allison St

Post Office Employee Lot
2,960 yd²

5885 Allison St
Arvada, CO 80002

Ammons St

Allison St

5885 Allison St
Arvada, CO 80002

Post Office Main Lot
2,797 yd²

Robinson Way

8001 Ralston Rd
Arvada, CO 80002

W 70th St

Ammons St

6901 Wadsworth Blvd
Arvada, CO 80003

9,582 yd² islands
removed
Arvada Center North Section

W 70th St

Ammons St

6901 Wadsworth Blvd
Arvada, CO 80003

7,812 yd²

Arvada Center Mid Section



Wastewater Parking Lot

5555 W 56th Ave
Arvada, CO 80002

1,446 yd²

W 56th Ave

**5555 W 56th Ave
Arvada, CO 80002**

Wastewater Parking Lot

362 yd²

W 56th Ave

SECTION 900 –ASPHALT MIX DESIGN AND CONSTRUCTION

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SECTION 900 –ASPHALT MIX DESIGN AND CONSTRUCTION

901.00 Contractor Responsibilities

The Contractor shall be responsible to be fully informed of, and shall comply with all sections of these Standards and Specifications, applicable laws, ordinances, rules, regulations and orders of the city, county, state, federal or public bodies having jurisdiction affecting the work.

910.00 Scope

The intent of this section is to specify materials and methods to be used for the construction, overlaying, sealcoating and other surface treatments along with pavement rejuvenating of streets, parking lots, and other miscellaneous work requiring the use of asphalt pavement. This section shall cover work associated with aggregate base course, bituminous base and pavements of the plant mix type, bituminous prime coat, bituminous tack coat, rejuvenating applications and asphalt overlays. All workmanship and materials shall comply with these Standards and Specifications and shall conform to the lines, grades, depths, quantities and the typical pavement cross section(s) shown on the approved plans or as directed by the Project Engineer.

920.00 Asphalt Pavement Design

921.00 Asphalt Mix Design Properties

All asphalt pavement material (APM) shall be plant-mixed asphalt unless otherwise approved in writing by the Project Engineer. Materials and construction shall comply the Metropolitan Government Pavement Engineers Council (MGPEC) Pavement Design Standards (latest edition) with the following modifications:

1. Grading ST($\frac{3}{8}$) is not allowed.
2. The gradation of the mineral aggregate shall be grading SG (1 inch nominal), S (3/4 inch nominal) or SX (1/2 inch nominal). A combination of SG and S, or S and SX (in varying lifts) may be used for new street construction. In no case shall grading SG be used for a permanent final lift of asphalt; however, the Project Engineer may require the use of grading SG in a pavement section. Grading Sx (1/2 Inch Nominal) shall be used for the permanent final lift or overlay of all asphalt, unless approved by the Project Engineer.
3. All asphalt pavement mix designs shall be based off of City and County of Denver Standard Drawing 12.7 -Typical Asphalt Mix Details by Traffic Use or Lift Position.

Asphalt mixes shall be from the City and County of Denver Approved Hot Mix Asphalt Designs List and shall be submitted to the Project Engineer for approval fourteen (14) days prior to placement.

922.00 Asphalt Sampling and Testing

Materials testing shall be performed by a qualified geotechnical engineer working under the direction of a Colorado Registered Professional Engineer and shall be paid for by the developer on private projects. Testing will be performed and/or paid for by the City on City projects unless otherwise noted in the Special Conditions for the project.

At any time during construction and/or the warranty period, the Project Engineer may require a Colorado Registered Professional Engineer to certify the quality of materials or construction procedures, at the Contractor's expense. All commercial testing and laboratory work necessary to establish the job mix formula and to ensure conformance of materials and workmanship shall be by recognized methods and as specified in these Standards and Specifications. An electronic copy of all test reports shall be submitted to the Project Engineer.

HOT MIX ASPHALT (HMA)	AASHTO	ASTM	Minimum Test Frequency
Sampling	T168	D979 / D3665	One Test Per Every 1,000 Tons Or Fraction Thereof (Not Less Than One Test Per Day)
In Place Density	T310-01	D1188 / D2950	Nuclear One Test Every 200 Lineal Lane Feet Per Lift Of In Place Hot Bituminous Paving Mixtures. Minimum 4 Tests Per Intersection.
Longitudinal Joint Density	T166-93	D1188	One Test Per 1,000 Lineal Feet (Or Fraction Thereof) Per Lift
Maximum Specific Gravity of HMA	T209	D2041	One Test Per Every 1,000 Tons Or Fraction Thereof (Not Less Than One Test Per Day)
Asphalt Content	T164 / T269 / Tp53	D2172 / D3202 / Ps90	One Test Per Every 1,000 Tons Or Fraction Thereof (Not Less Than One Test Per Day)
Air Voids and VMA	T269	D3203	One Test Per Every 1,000 Tons Or Fraction Thereof (Not Less Than One Test Per Day)

Thickness (Coring)	T166	D2726 / D3549	One Test Per Every 500 Lineal Lane Feet Per Layer Of In Place Hot Bituminous Paving Mixtures
Aggregate Gradation	T27	C136	One Test Per Every 1,000 Tons Or Fraction Thereof (Not Less Than One Test Per Day)-

930.00 Asphalt Pavement Construction

931.00 Roadway Inspections

Refer to Section 188.00 - Inspections of these Standards and Specifications.

Adequate roadway inspections assure compliance to Arvada requirements and are the basis for Arvada's recommendation that roadway improvements be accepted for maintenance and/or release of the performance guarantee. It is the responsibility of the Contractor to schedule inspections online in advance of the required inspections. Required roadway inspections shall include:

- A. Utilities and Culverts – All utility pipes, conduits and culverts have been installed in accordance with the approved plans and these Standards and Specifications.
- B. Curb and Gutter, Sidewalks and Crosspans – Verify that all concrete improvements have been installed in accordance with the approved plans and these Standards and Specifications.
- C. Structures – Verify that all structures have been installed in accordance with the approved plans and these Standards and Specifications.
- D. Subgrade/Base Course – Verify that the surface proposed to be built upon meets all requirements including, but not limited to, depth of treatment, type of treatment, moisture content, compaction and an approved proof-roll.
- E. Paving and Testing – Verify that mix design and submittals are approved. Verify that minimum air and asphalt temperatures adhere to these Standards and Specifications. Asphalt shall have a “weather-proof” tarp. The beds of trucks hauling asphalt shall be clean, and the asphalt shall be free of debris. Verify that thickness of asphalt pavement, rolling equipment and patterns, and grade of utility castings comply with the approved plans and these Standards and Specifications. If during paving operations specified surface tolerances are not maintained paving operations shall be suspended until satisfactory corrections, repairs, or equipment replacements are made.

- F. Construction Acceptance into Warranty – Refer to Section 200 - Acceptance Procedures of these Standards and Specifications. General items include:
1. Pavement Deflection Testing in accordance with Section 936.00 - Pavement Acceptance Testing of these Standards and Specifications.
 2. Remove and replace areas of failing asphalt. Subgrade failures shall be corrected before patching areas, in accordance with these Standards and Specifications, may be required by the Project Engineer.
 3. Major areas of ponding on a new pavement should be milled and repaved or the area fixed with infrared patching.
- G. Final Acceptance/Release from Warranty – Refer to Section - 231.00 Final Acceptance and Release from Warranty Inspection of these Standards and Specifications. General items include:
1. Pavement deflection testing and/or core sampling of all areas of failing asphalt.
 2. Crack seal all cracks including edge cracks.
 3. Remove and replace areas of failing asphalt. Subgrade failures shall be corrected before placing asphalt.
 4. The final asphalt overlay or seal coat shall be determined by the Project Engineer based on the visual and structural quality of the roadway at the end of the warranty period. All areas requiring any final surface treatment including, but not limited to; slurry seal, chip seal, cape seal and/or micro-chip seal, a final top lift or an overlay of asphalt shall be cleaned and prepared, including, but not limited to:
 - a. All lips of gutters, inlets, and crosspans shall have concrete exposed to a depth equal to the thickness of the final top lift or overlay of asphalt.
 - b. All joints shall be straight (vertical) and shall have a minimum elevation difference equal to the specified lift thickness. This is to ensure that an asphalt mat of consistent thickness is installed from edge of gutter to edge of gutter.
 - c. All weeds shall be cut, and debris, mud, and waste materials removed.
 - d. Before paving, tack coat shall be applied to the area(s) that are to receive a final top lift or overlay of asphalt, including exposed concrete faces and utility castings.

932.00 Hauling and Delivery

Each truck shall use covers to protect the mix during transport. A load of mix that is delivered with improper gradation, thermal segregation or temperature below the specified minimum delivered temperature shall be rejected. Delivered mix temperature shall be measured behind the paver screed.

Asphalt pavement materials shall be discharged from production facilities at temperatures presented in Table 20.4B-1 in MGPEC Item 20 (latest edition). The minimum delivered mix temperature, measured behind the paver screed, shall be 235°F for PG 58-28 and PG 64-22 binders and 280°F for PG 76-28. Initial compaction shall begin immediately after placement and be continuous until the desired relative compaction is achieved. Once the surface temperature of the layer being compacted drops to or below 185°F, further compaction effort shall not be applied unless approved by tester or City Inspector. If the mixture contains modified asphalt cement (PG 76-28) and the surface temperature falls below 230°F, further compaction effort shall not be applied unless approved by tester or City Inspector.

933.00 Weather Limitations

Hot mix asphalt shall be placed only on properly constructed subgrade and interim lifts that are free from water, snow, ice, and frozen subgrade. The asphalt shall be placed only when weather conditions permit the pavement to be properly placed and finished as determined by the City Inspector. The Hot mix asphalt shall be placed only when both the air and surface temperatures equal or exceed the temperatures specified in Table below:

Compacted Layer Thickness (Inches)	Minimum Air and Surface Temp. (Degrees F and rising)	
	Top Layer	Layers Below Top Lift
2 to < 3	50	40
3 or more	45	35

Air temperature shall be taken in the shade. Surface is defined as the existing base on which the new pavement is to be placed.

The Project Engineer may waive minimum temperature requirements for placing prime coats and layers of asphalt below the top layer of the pavement section.

934.00 Construction of Pavement

The minimum allowable compacted lift thickness shall be two (2) inches. The generally accepted standard for compacted lift thickness is three times (3X) the nominal maximum particle size (NMPS). In no case shall the compacted asphalt layer thickness be greater than four times (4X) the nominal maximum particle size (NMPS).

Gradation	Minimum lift thickness	Maximum thickness
SG	3"	4"
S	2 ½"	3"
SX	2"	3"

Manholes, valve boxes and survey range boxes shall be adjusted to within one-quarter inch (¼") below finish grade before the final surface course of HBP is placed. The Contractor shall remove all foreign matter found or introduced into them in the performance of this work, and it shall be his responsibility to ensure proper compaction around them after they have been adjusted. Manholes, valve boxes and range boxes should be set to final grade just prior to the final lift of asphalt being placed on newly constructed or newly re-constructed streets.

Manholes, valve boxes and range boxes that are not raised prior to placement of the final surface course of HBP (either due to oversight or at Contractor's option) shall be raised and/or adjusted in accordance with the following:

If manholes are not set to grade prior to the final lift of HBP being placed, the Contractor shall vertically and uniformly cut the existing asphalt mat full depth three (3) feet square around the center of the manhole with sides parallel and perpendicular to street centerline. Manholes shall be raised to proper grade using concrete riser rings. If more than twelve inches (12") of concrete riser rings are required to raise the manhole lid to final grade, then a new manhole barrel section must be installed to allow the lid to be set to grade with less than twelve (12") of concrete riser rings. If range boxes and valve boxes are not set to grade prior to the final lift of asphalt being placed, the asphalt mat shall be core drilled full depth twelve (12") diameter centered on the valve box or range box. Auger drilling shall not be allowed. Range boxes shall then be set on compacted subgrade at the proper elevation to match final grade. Adjustable range boxes shall be screw adjusted to within one-quarter inch (¼") below existing grade. Valve boxes shall also be screw adjusted to within one-quarter inch (¼") below final grade. Drop in type valve box risers shall not be allowed on newly constructed or newly re-constructed streets. New hot mix asphalt (Grading SX, ½" mix) shall be placed and properly compacted in the excavated area. The entire area in the vicinity of the raised manhole, valve box or range box shall then be

infrared repaired to blend the patch with the existing asphalt and to eliminate any vertical joints in the final lift of asphalt.

On streets that are being sealed, the Contractor shall cover the manholes, valve boxes and survey range boxes with roofing paper or other suitable material prior to sealing.

The covering shall be left in place for a minimum of forty-eight (48) hours after which it shall be removed and disposed of. All covers shall be clean when work is complete.

On streets that are being overlaid with asphaltic concrete the Contractor shall adjust the valve and range boxes by screwing the adjustable rings upward to finish grade, prior to final rolling.

In the case of manhole rings, the Contractor shall vertically and uniformly cut the existing asphalt mat eight (8) inches from the ring and remove the mat and base to a depth of six (6) inches below finish grade. Rings shall then be removed and the existing riser rings adjusted and pointed to provide the required subgrade for resetting the set rings, free of pressure points. Once the ring is reset to finish grade the collar eight (8) inch x six (6) inch void between the mat and the ring) shall be filled with asphaltic concrete and compacted in accordance with these Standards and Specifications.

934.01 Base Course Composite

All work shall be observed and tested by the project Geotechnical engineer or representative and certified by a Colorado Registered Professional Engineer. The standard procedures for base course composite construction include the following:

- A. The subgrade shall be prepared and conditioned to comply with the approved pavement design using all specifications. After passing compaction tests, the subgrade shall be proof-rolled in accordance with Section 370.03 - Proof-Roll Observation and Testing of these Standards and Specifications.
- B. All failing areas shall be delineated by both the City Inspector and/or the project Geotechnical engineer and shall be reworked and retested until passing.
- C. Base course (Aggregate Base/Recycled Concrete) shall be placed, prepared, and conditioned to meet approved pavement design using these Standards and Specifications.
- D. After passing all compaction tests, the base course shall be proof-rolled.
- E. All failing areas shall be delineated by both the City Inspector and/or project Geotechnical engineer and shall be reworked and retested until passing.

- F. In the event the subgrade, base course or any step of this process is subject to rain, snow or other factors after the proof-roll has been performed, the City Inspector and/or Geotechnical engineer shall evaluate the areas proposed to be paved and shall make a recommendation to the Project Engineer. Paving shall not commence unless approved by the Project Engineer.

934.02 Lime Stabilized Composite

Lime stabilization shall comply with Section 370.02 - Lime-Treated Subgrade of these Standards and Specifications.

934.03 Full Depth Asphalt

Subgrade preparation for full depth asphalt sections approved by the City Inspector will comply with Section 361.00 - Embankment Construction of these Standards and Specifications.

934.04 Asphalt Placement and Compaction

Asphalt placement and compaction shall comply with MGPEC Item 20 (latest edition).

The mixtures shall be laid upon an approved surface, spread and struck off to obtain the required grade and elevation after compaction. Along the lip lines of gutters and crossspans sufficient bituminous material shall be deposited so that, after compacting, the wearing surface will remain not less than one-eighth inch ($\frac{1}{8}$ ") nor more than one-quarter inch ($\frac{1}{4}$ ") above the concrete. The median curb wearing surface will be from one-quarter inch ($\frac{1}{4}$ ") to one-half inch ($\frac{1}{2}$ ") below concrete.

In areas where the use of mechanical spreading and finishing equipment is impracticable, the mixture shall be carefully dumped, spread, raked, screeded, and luted by hand tools to the required compacted thickness plus twenty-five (25) percent. Carefully move or minimally work the HMA mix with the use of rakes, lutes, or shovels to avoid segregation. Mixtures made with modified asphalt cement require more rapid completion of handwork areas than for unmodified mixtures. Hauling and placement sequences shall be coordinated so that the paver is in constant motion. Excessive starting and stopping shall not be allowed. A construction joint shall be placed at any time the paver stops, and the screed drops enough to cause a surface dip in violation of Section 11.13.1, Surface Tolerances; or the mat temperature falls below the breakdown temperature allowed in Section 11.12, Compaction. Bituminous pavers shall be used to distribute the mixture either over the entire width or over such partial width as may be practicable. Echelon paving will be permitted.

Asphalt density tests shall be taken by a Certified Materials Testing Agency per Section 311.02 Minimum Testing Requirements of these Standards and Specifications. Densities shall be between ninety-two (92) percent and ninety-six (96) percent of the Rice unit weight (theoretical maximum density) as determined by an independent asphalt testing laboratory. Other methods of determining unit weight are subject to approval by the Project Engineer.

The joints in any pavement layer shall not fall in a wheel track or path. The joints in the top layer of new pavement not built on top of an existing pavement shall be located on lane lines, or as shown on the plans. The longitudinal joints shall be compacted to a target density of ninety-two (92) percent of the theoretical maximum specific gravity. The tolerance shall be $\pm$ four (4) percent. The theoretical maximum specific gravity used to determine the joint density will be the average of the daily theoretical maximum specific gravities of the material that was placed on either side of the joint. Density (percent relative compaction) will be determined in accordance with CP 44. Longitudinal joint density tests shall be taken by a Certified Materials Testing Agency as specified in Section 322.00 - Minimum Testing Requirements of these Standards and Specifications.

Rocks generated from raking at joint tie-ins or vertical projections shall not be broadcast on the new mat, but shall be placed back in the paver hopper or asphalt truck. Racking will not be allowed except to correct major problems of grade and elevation.

934.05 Tack Coat

Materials and construction shall comply with MGPEC Item 20 (latest edition).

934.06 Seal Coat

Seal coat materials and construction shall comply with Section 409 of the CDOT Standard Specifications for Road and Bridge Construction. The type of bituminous material, cover aggregate, and rates of application shall be as shown on the approved plans.

934.07 Rejuvenating Agent

Rejuvenating agent materials and construction shall comply with Section 407 of the CDOT Standard Specifications for Road and Bridge Construction.

935.00 Trench Cuts and Exploratory Pothole/Core Repair

935.01 Trench Cuts

Utility trench patches shall be in accordance with the Detail Drawings found in these Standards and Specifications. Backfill of utility trenches shall comply with Section 364.00 - Trenching, Backfilling and Compacting of these Standards and Specifications.

The Contractor shall place a temporary, cold mix, asphalt patch in all street cuts immediately after completing backfill and compaction if a permanent hot mix asphalt patch cannot be installed. Portions shall not be left on any trench patch at the end of the working day if the depth of the patch is lower than the existing street surface.

When pavement cuts are required, the following conditions shall be met so as to avoid interference with traffic:

1. Pavement cuts in streets shall be open only between 9:00 a.m. and 4:00 p.m.; and
2. Two-way traffic shall be maintained at all times around the construction area. A Traffic Control Plan (TCP) shall be prepared in accordance with 141.13 Traffic Control, Barricades and Warning Signs and submitted to the Traffic Engineer for approval prior to the start of construction.

Trench cut asphalt repairs in streets less than five (5) years old may be subject to approval by the Director of Public Works and special asphalt repair requirements in accordance with the Detail Drawings found in these Standards and Specifications. The applicant shall be responsible for maintenance of the permanent patch for a period of two years.

935.02 Exploratory Pothole/Core Repair

When exploratory utility potholing is performed, the Contractor shall repair the pothole in the following manner.

Asphalt:

- Exploratory potholing voids are to be backfilled and the core patched with a temporary patching material immediately after initial potholing is complete.
- All material disturbed and/or removed during the exploratory operation shall be replaced with an approved flow-fill mix.
- Squeegee shall not be allowed as backfill material except for use as pipe bedding with a twelve inch (12") maximum depth over the pipe.
- Within seven (7) days of initial drilling, or within a reasonable and practical amount of time after completion of the projected work, potholes will be permanently patched.
- Portions shall not be left on any trench patch at the end of the working day if the depth of the patch is lower than the existing street surface.

- Any exploratory pothole and/or patch that are deemed dangerous shall be repaired immediately.
- All permanent repairs shall be made to look symmetrical and/or uniform. No jagged, uneven patches will be allowed.
- All edges and patch areas shall be dried, cleaned and tacked. All newly placed asphalt shall be maximum one-half inch (1/2") mix (SX) and shall be compacted properly in two (2) inch lifts.
- See Detail Drawings found in these Standards and Specifications for more information.
- On streets which have been paved or overlaid within the past five (5) years, T-Cap patching shall be required. If the patch is deemed to be unsatisfactory by the Municipal Inspector infrared heat treatment may be required.

936.00 Pavement Acceptance Testing

At the discretion of the Project Engineer, the Developer may be required to furnish the City with an electronic copy of a Pavement Evaluation Report utilizing non-destructive deflection testing to assess and predict the performance of the pavement prior to Acceptance into Warranty. The pavement evaluation shall be performed in accordance with accepted engineering practices. The report shall generally incorporate the following testing and pavement evaluation techniques:

- A. Pavement surface evaluation
- B. Soil borings in areas of high deflection
- C. Pavement deflection analysis (Falling Weight Deflectometer, Dynaflex or other method approved by the Project Engineer)

The Pavement Evaluation Report shall evaluate the existing condition of the base and binder course by performance of deflection tests at a minimum of one-hundred fifty (150) foot spacing per traffic lane over the deepest utility trench, at every manhole and storm inlet, and at all areas of visual distress. The report shall determine the Remaining Service Life (RSL) of the roadway. Pavement deflection testing and the final top lift or overlay of asphalt shall only be performed between April 1st and October 1st, unless permission is granted by the Project Engineer.

If the pavement section is not projected to meet a twenty (20) year or greater pavement life from the time of installation based on the pavement deflection test results, the report shall detail the deficiencies and associated causes and shall recommend remedial measures to develop a twenty (20) year design life. The Project Engineer will evaluate the report and inform the responsible party of the required pavement operations.

Pavement Deflection Testing is not required for Arvada Capital Improvement Projects (CIP's) or street reconstruction, unless otherwise specified in the contract documents.

937.00 Grinding

Grinding shall consist of "milling", "grinding", or "cold planing" the existing pavement surface to establish a new surface profile and cross section in preparation for a bituminous overlay. After grinding, the surface shall have a grooved or ridged finish that is uniform and resistant to raveling or traffic displacement. This textured surface shall have grooves of one-quarter ($\frac{1}{4}$) inch $\pm$ one-eighth ($\frac{1}{8}$) inch.

Grinding shall consist of milling the existing pavement to a minimum depth of two (2) inches and as required by the Pavement Deflection Testing Report or specified in the contract documents, unless otherwise directed by the Project Engineer. Grinding around utility castings shall be to a minimum depth of one and one-half ($1\frac{1}{2}$) inches and as required by the Pavement Deflection Testing Report or specified in the contract documents. The maximum deviation between the top of the milled pavement and top of the manhole or water valve box shall be no more than three-quarters ($\frac{3}{4}$) of an inch in areas open to traffic. This condition may be achieved by placing a temporary wedge of hot mix asphalt (HMA) around the structure. This temporary taper shall be removed prior to placement of new HMA pavement.

Contractor shall protect existing concrete adjacent to milling areas so not to chip or gouge the existing concrete.

Repair of valve boxes and/or manholes damaged during all milling operations will be the sole responsibility of the Contractor. Repair to include saw cutting $\pm$ 3'X3'X6", excavating, replacing all damaged parts to final resurfacing grade and repaving.

Material recovered during the milling operation shall be disposed of by the Contractor at his expense, unless otherwise directed.

Unless otherwise approved, overlay of a milled street shall be within fifteen (15) days after the street is milled.

The Contractor shall remove the cuttings immediately behind the grind machine by belt loader, end loader, power sweeper and/or by hand. The grinding machine shall be equipped with a pressurized watering system for dust control. Flushing into Arvada's storm drainage system as a means of cleanup shall not be allowed.

938.00 Acceptance of Public Roadways

Workmanship shall meet all Arvada Standards and Specifications. This includes thickness, crowns, drainage, areas around manholes and service covers, trench settlement and edges against curb and gutter and drain pans. Acceptance of roadways shall comply with Section 200 – Acceptance Procedures of these Standards and Specifications. Pavement Shall Not exhibit any distress such as alligator cracking, block cracking, edge cracking, potholes, trench settlement, raveling, heaving, sinking, separation from curb and gutter, patching or ponding at the completion of the warranty period. Ponding of water in asphalt pavement shall not exceed one-eighth ($\frac{1}{8}$) inch in depth. Where ponding exceeds one-eighth ($\frac{1}{8}$) inch in depth, pavement shall be removed and replaced, milled and repaved, or the area fixed with infrared patching at the discretion of the Project Engineer. Material that is obviously defective shall be isolated and rejected by the Project Engineer without regard to sampling sequence or locations within a lot.

When disagreements concerning determination of specification compliance occur only valid tests from both the City and Contractor will be considered. The City shall determine validity. Generally, valid tests are those in which sampling and test have been performed according to referenced procedures and the results are within stated precision statements. When disagreements occur with Asphalt Content and gradation tests results, solvent extracted aggregate testing shall take precedence over burn off oven extracted aggregate, which shall take precedence over cold feed belt testing.



Addendum Description

Reschedule Mandatory Pre-Bid due to Weather - Ice and snow. Tuesday March 26, 2024 @ 11:30 am MT

Notice Modifications

Notice Information	From Value	To Value
Pre-Bidding Events	Job-Walk Visit	Job-Walk Visit
	Mandatory	Mandatory
	3/25/24 9:00 AM MST/MDT	3/26/24 11:30 AM MST/MDT
	Start at Arvada City Hall Main Lot - 8101 Ralston Rd, Arvada CO	Start at Arvada City Hall Main Lot - 8101 Ralston Rd, Arvada CO
	--	--

Category Modifications

Added Categories
No Categories Added
Removed Categories
No Categories Removed



CITY OF ARVADA

PURCHASING DIVISION
FACSIMILE: 720-898-7098 ▲ TDD: 720-898-7869
PHONE: 720-898-7099

REQUEST FOR BID - ADDENDUM No. Two

Proposal #: 23-FAC-035

Title: Asphalt Mill Overlay for Parking Lots – Phase I

Addendum #: 2

Today's Date: 04/04/2024

Questions Deadline: 04/02/2024 - **10:00 AM** MDT (NO CHANGE)

Proposals Due By: 04/09/2024 **10:00 AM** MDT (NO CHANGE)

Solicitation and all related addenda and communications are available at WWW.BIDNETDIRECT.COM

The following clarifications are provided to be incorporated into the Request for Proposal 24-FAC-035.
All other information shall remain unchanged.

1. **Addendum 1 was issued in error with no information - on BidNet.**
2. **Questions/Answers for Addendum 2 can be found on the attached page.**

Use Excel Sheet provided in Bidnet
for Bid Submission.

REVISED BID SCHEDULE - Per Addendum 1

City of Arvada Bid # 24-FAC-035 Parking Lot Pavement Resurfacing Phase



Contractor _____ Date _____

Prepared By _____

BASE BID

ITEM	DESCRIPTION		QTY	UNIT	UNIT PRICE	
Phase 1 Mill/Overlay Parking Lots						
1	1.5" Depth Milling (City Hall Employee Lot)	7,338	SY		\$0.00	
2	1.5" HMA SX Mix Overlay (City Hall Employee Lot)	7,338	SY		\$0.00	Bid Option
3	1.5" Depth Milling (City Hall Annex Lot)	2,087	SY		\$0.00	
4	1.5" HMA SX Mix Overlay (City Hall Annex Lot)	2,087	SY		\$0.00	Bid Option
5	1.5" Depth Milling (City Hall SW Lot)	1,099	SY		\$0.00	
6	1.5" HMA SX Mix Overlay (City Hall SW Lot)	1,099	SY		\$0.00	Bid Option
7	1.5" Depth Milling (City Hall Courts Lot)	750	SY		\$0.00	
8	1.5" HMA SX Mix Overlay (City Hall Courts Lot)	750	SY		\$0.00	Bid Option
9	1.5" Depth Milling (City Hall Alley)	1,007	SY		\$0.00	
10	1.5" HMA SX Mix Overlay (City Hall Alley Lot)	1,007	SY		\$0.00	Bid Option
11	1.5" Depth Milling (City Hall Police Lot)	1,887	SY		\$0.00	
12	1.5" HMA SX Mix Overlay (City Hall Police Lot)	1,887	SY		\$0.00	Bid Option
13	1.5" Depth Milling (City Hall Back Access Lot)	842	SY		\$0.00	
14	1.5" HMA SX Mix Overlay (City Hall Back Acces Lot)	842	SY		\$0.00	Bid Option
15	1.5" Depth Milling (City Hall Main Lot)	2,274	SY		\$0.00	
16	1.5" HMA SX Mix Overlay (City Hall Main Lot)	2,274	SY		\$0.00	Bid Option
17	1.5" Depth Milling (Arvada Center North Lot)	9,582	SY		\$0.00	
18	1.5" HMA SX Mix Overlay (Arvada Center North Lot)	9,582	SY		\$0.00	
19	1.5" Depth Milling (Arvada Center Mid Lot)	7,812	SY		\$0.00	
20	1.5" HMA SX Mix Overlay (Arvada Center Mid Lot)	7,812	SY		\$0.00	
21	1.5" Depth Milling (Wastewater Parking Lot)	1,808	SY		\$0.00	
22	1.5" HMA SX Mix Overlay (Wastewater Parking Lot)	1,808	SY		\$0.00	
23	1.5" Depth Milling (Post Office Customer Lot)	2,797	SY		\$0.00	
24	1.5" HMA SX Mix Overlay (Post Office Customer Lot)	2,797	SY		\$0.00	
25	1.5" Depth Milling (Post Office Employee Lot)	2,960	SY		\$0.00	
26	1.5" HMA SX Mix Overlay (Post Officer Employee Lot)	2,960	SY		\$0.00	
27	Mobilization/Permits	1	LS		\$0.00	
Pavement Markings						
28	ADA Compliant Parking Design	13	EA		\$0.00	
29	Epoxy Pavement Marking Mobilization	3	EA		\$0.00	
30	Epoxy Pavement Marking (City Hall Emp. Lot)	4450	LF		\$0.00	
31	Inlayed Thermoplastic (Crosswalk, Stop Bar Emp Lot)	2	EA		\$0.00	
32	Inlayed Thermoplastic (Handicap Symbols Emp Lot)	7	EA		\$0.00	
33	Epoxy Pavement Marking (City Hall Annex)	684	LF		\$0.00	
34	Inlayed Thermoplastic (Crosswalk, Stop Bar Annex)	1	EA		\$0.00	
35	Inlayed Thermoplastic (Handicap Symbols Annex)	2	EA		\$0.00	
36	Epoxy Pavement Marking (City Hall SW Lot)	460	LF		\$0.00	
37	Inlayed Thermoplastic (Handicap Symbols SW Lot)	2	EA		\$0.00	
38	Epoxy Pavement Marking (City Hall Courts Lot)	360	LF		\$0.00	
39	Inlayed Thermoplastic (Handicap Symbols Courts Lot)	2	EA		\$0.00	
40	Inlayed Thermoplastic (Crosswalk, Stop Bar Courts)	1	EA		\$0.00	
41	Epoxy Pavement Marking (City Hall Alley Lot)	180	LF		\$0.00	
42	Epoxy Pavement Marking (City Hall Police Lot)	864	LF		\$0.00	
43	Epoxy Pavement Marking (City Hall Back Lot)	180	LF		\$0.00	

Use Excel Sheet provided in Bidnet
for Bid Submission.

REVISED BID SCHEDULE - Per Addendum 1

City of Arvada Bid # 24-FAC-035 Parking Lot Pavement Resurfacing Phase



Contractor _____ Date _____

Prepared By _____

BASE BID

ITEM	DESCRIPTION		QTY	UNIT	UNIT PRICE
44	Inlayed Thermoplastic (Handicap Symbol Back Lot)	1	EA		\$0.00
45	Epoxy Pavement Marking (City Hall Main Lot)	1100	LF		\$0.00
46	Inlayed Thermoplastic (Handicap Symbols Main Lot)	4	EA		\$0.00
47	Inlayed Thermoplastic (Crosswalk, Stop Bar Main Lot)	1	EA		\$0.00
48	Epoxy Pavement Marking (Arvada Center North Lot)	6300	LF		\$0.00
49	Inlayed Thermoplastic (Crosswalk, Stop Bar North Lot)	3	EA		\$0.00
50	Inlayed Thermoplastic (Handicap Symbols North Lot)	12	EA		\$0.00
51	Epoxy Pavement Marking (Arvada Center Mid Lot)	3870	LF		\$0.00
52	Inlayed Thermoplastic (Handicap Symbols Mid Lot)	3	EA		\$0.00
53	Epoxy Pavement Marking (Wastewater)	720	LF		\$0.00
54	Inlayed Thermoplastic (Handicap Symbols Wastewater)	2	EA		\$0.00
55	Epoxy Pavement Marking (Post Office Customer Lot)	810	LF		\$0.00
56	Inlayed Thermoplastic (Post Office Customer Lot)	1	EA		\$0.00
57	Inlayed Thermoplastic (Handicap Symbols Post Office)	3	EA		\$0.00
58	Epoxy Pavement Marking (Post Office Employee Lot)	1332	LF		\$0.00
59	Inlayed Thermoplastic (Post Office Employee Lot)	4	EA		\$0.00
Traffic Control					
60	Traffic Control Management	1	LS		\$0.00
Unit Price Items					
61	6" Concrete Curb & Gutter Repair	1	LF		\$0.00
62	Concrete ADA Accessible Ramp Install	1	EA		\$0.00
63	Concrete Drain Pan	1	SY		\$0.00
64	Full Depth Repair to include subgrade preparation	1	SY		\$0.00
65	Adjust Valve or Range Box	1	EA		\$0.00
66	Adjust Manholes	1	EA		\$0.00
67	Citizen Notification, Adjacent Property Owners	1	LS		\$0.00
68	Minor Contract Revisions	1	LS	\$50,000.00	\$50,000.00
	TOTAL				\$50,000.00

* All quantities are estimated using GIS, the contractor is requested to verify actual quantities.

Questions & Answers - 1

Project 24-FAC-035 - Asphalt/Mill Overlay for Parking Lots - Phase I
Buying Organization City of Arvada

No	Question/Answer	Question Date
Q1	Question: Parking Lot Phasing Looking at all the parking lots around the City Hall Area, Is there a specific Phasing the City would like us to do? Some of the Parking lots are quite little, so would it be possible to take a couple lots at a time? Answer: The parking lots were broken up due to measuring the areas. You are able to combine lots as needed for scheduling efficiency.	03/27/2024
Q2	Question: Wheel Stops What is the City's plan for the existing wheel stops within the mill and overlay limits? Answer: Contractor to remove and replace	03/27/2024
Q3	Question: Traffic Control What is the City looking for as far as traffic control goes? Will traffic control plans need to be submitted for each parking lot? Answer: Please refer to Special Provisions item SC-B-4 on Page 9 , SC-B-5 page 10, and specifically Traffic Control Item 1 starting on page 19. You may combine plans for grouped lots.	03/27/2024
Q4	Question: Working Hours What will the working hours be? Would night work be considered? Answer: Yes - See Traffic Control page 21 item 5 Work hours & Street Closure Restrictions	03/27/2024
Q5	Question: Pave Back Time Is there a specified pave back period after the parking lots have been milled? Answer: No longer than a week per agreed upon phase.	03/27/2024
Q6	Question: Start Date When is this project anticipated to start? Answer: A Notice to Proceed is anticipated to be issued on or about May 15, 2024.	03/27/2024
Q7	Question: Temporary Striping Will temporary striping be required for the locations that are only milled? Answer: See page 16 - item 8 - PARKING LOT RECONSTRUCTION - No temporary striping is required for mill only scope.	03/27/2024
Q8	Question: Parking line striping Can latex paint be used for striping the parking lines vs epoxy? Answer: No, Latex is not an option.	03/28/2024
Q9	Question: Ramping cross pans and utilities Will ramping after milling be required on concrete cross pans and utilities. Answer: Yes, please use membrane for ramp removal.	03/28/2024

No	Question/Answer	Question Date
Q10	Question: ADA Compliant Parking Design Will the parking designs need to be put together by an engineering firm or will we be able to match the existing striping layout? Answer: Contractor to design and submit striping plan for approval prior to work. Striping plan to meet ADA requirements.	04/01/2024
Q11	Question: Parking Lot Pavement Marking Clarification Can you clarify which type of pavement marking material to use for striping parking lot stalls. The bid schedule specifies epoxy pavement markings and the specs on page 20 require high build waterborne acrylic paint? "3. PERMANENT PAVEMENT MARKINGS Handicap symbols will be inlayed thermoplastic pavement markings. All other markings will be high build waterborne acrylic traffic paint." Answer: Epoxy to be used for lines.	04/01/2024
Q12	Question: pavement marking getting a lot of feedback from striping companies that Epoxy does not make a lot of logistical or financial sense for an area that can be closed off for routine maintenance. Is Latex being considered as an option? Answer: no, Latex is not an option - (Same as Q 8)	04/02/2024
Q13	Question: Add Alternate as mentioned in the Pre=Bid meeting - will there be added option for Mill and overlay for all City Hall Projects? Answer: Yes, new bid schedule is attached with this option.	04/04/2024
Q14	Question: Post office combine? Post office Lot - Can we do both Mill and overlay to save Time? Answer: Yes, can bid post office lot to both mill & overlay to reduce down time. New Bid Schedule is attached.	04/04/2024

Use Excel Sheet provided in Bidnet
for Bid Submission.

REVISED BID SCHEDULE - Per Addendum #3

City of Arvada Bid # 24-FAC-035 Parking Lot Pavement Resurfacing Phase 1 (2024)



Contractor

Date

Prepared By

BASE BID

ITEM	DESCRIPTION		QTY	UNIT	UNIT PRICE	
Phase 1 Mill/Overlay Parking Lots						
1	1.5" Depth Milling (City Hall Employee Lot)	7,338	SY		\$0.00	
2	1.5" HMA SX Mix Overlay (City Hall Employee Lot)	7,338	SY		\$0.00	Bid
3	1.5" Depth Milling (City Hall Annex Lot)	2,087	SY		\$0.00	
4	1.5" HMA SX Mix Overlay (City Hall Annex Lot)	2,087	SY		\$0.00	Bid
5	1.5" Depth Milling (City Hall SW Lot)	1,099	SY		\$0.00	
6	1.5" HMA SX Mix Overlay (City Hall SW Lot)	1,099	SY		\$0.00	Bid
7	1.5" Depth Milling (City Hall Courts Lot)	750	SY		\$0.00	
8	1.5" HMA SX Mix Overlay (City Hall Courts Lot)	750	SY		\$0.00	Bid
9	1.5" Depth Milling (City Hall Alley)	1,007	SY		\$0.00	
10	1.5" HMA SX Mix Overlay (City Hall Alley Lot)	1,007	SY		\$0.00	Bid
11	1.5" Depth Milling (City Hall Police Lot)	1,887	SY		\$0.00	
12	1.5" HMA SX Mix Overlay (City Hall Police Lot)	1,887	SY		\$0.00	Bid
13	1.5" Depth Milling (City Hall Back Access Lot)	842	SY		\$0.00	
14	1.5" HMA SX Mix Overlay (City Hall Back Acces Lot)	842	SY		\$0.00	Bid
15	1.5" Depth Milling (City Hall Main Lot)	2,274	SY		\$0.00	
16	1.5" HMA SX Mix Overlay (City Hall Main Lot)	2,274	SY		\$0.00	Bid
17	1.5" Depth Milling (Arvada Center North Lot)	9,582	SY		\$0.00	
18	1.5" HMA SX Mix Overlay (Arvada Center North Lot)	9,582	SY		\$0.00	
19	1.5" Depth Milling (Arvada Center Mid Lot)	7,812	SY		\$0.00	
20	1.5" HMA SX Mix Overlay (Arvada Center Mid Lot)	7,812	SY		\$0.00	
21	1.5" Depth Milling (Wastewater Parking Lot)	1,808	SY		\$0.00	
22	1.5" HMA SX Mix Overlay (Wastewater Parking Lot)	1,808	SY		\$0.00	
23	1.5" Depth Milling (Post Office Customer Lot)	2,797	SY		\$0.00	
24	1.5" HMA SX Mix Overlay (Post Office Customer Lot)	2,797	SY		\$0.00	
25	1.5" Depth Milling (Post Office Employee Lot)	2,960	SY		\$0.00	
26	1.5" HMA SX Mix Overlay (Post Officer Employee Lot)	2,960	SY		\$0.00	
27	Remove & Replace Wheel Curbs	1	LS		\$0.00	
28	Mobilization/Permits	1	LS		\$0.00	
Pavement Markings						
28	ADA Compliant Parking Design	13	EA		\$0.00	
29	Epoxy Pavement Marking Mobilization	3	EA		\$0.00	
30	Epoxy Pavement Marking (City Hall Emp. Lot)	4450	LF		\$0.00	
31	Inlayed Thermoplastic (Crosswalk, Stop Bar Emp Lot)	2	EA		\$0.00	
32	Inlayed Thermoplastic (Handicap Symbols Emp Lot)	7	EA		\$0.00	
33	Epoxy Pavement Marking (City Hall Annex)	684	LF		\$0.00	
34	Inlayed Thermoplastic (Crosswalk, Stop Bar Annex)	1	EA		\$0.00	
35	Inlayed Thermoplastic (Handicap Symbols Annex)	2	EA		\$0.00	
36	Epoxy Pavement Marking (City Hall SW Lot)	460	LF		\$0.00	
37	Inlayed Thermoplastic (Handicap Symbols SW Lot)	2	EA		\$0.00	
38	Epoxy Pavement Marking (City Hall Courts Lot)	360	LF		\$0.00	
39	Inlayed Thermoplastic (Handicap Symbols Courts Lot)	2	EA		\$0.00	
40	Inlayed Thermoplastic (Crosswalk, Stop Bar Courts)	1	EA		\$0.00	

Exhibit B

An Agreement By And Between The City Of Arvada And
Asphalt Specialties Co., Inc. For Asphalt Mill/Overlay For
City Of Arvada Parking Lots – Phase I, CSB 24-FAC-035, In
An Amount Not To Exceed \$662,849.05

BID PROPOSAL

TO: City of Arvada, Colorado (hereinafter called "CITY").

FROM: **Asphalt Specialties Company, Inc.** (hereinafter called "BIDDER"), organized and existing under the laws of the State of **Colorado** doing business as (a corporation), (a partnership), (an individual).

The Bidder, in compliance with your Advertisement for Bids, hereby proposes to perform all Work in strict accordance with the Contract Documents, for the construction of City of Arvada CSB # 24-FAC-035 entitled Asphalt Mill Overlay for Parking Lots within the time set forth therein, and at the prices stated on the included Bid Schedule as totaled herein.

By submission of this Bid Proposal, each Bidder certifies, and in the case of a joint venture each party thereto certifies as to his/her own organization, that this Bid Proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid Proposal with any other Bidder or with any competitor.

Bidder acknowledges receipt of **Addendum Nos.**

Addendum 1
Initials: [Signature]

Addendum 2
Initials: [Signature]

Addendum 3
Initials: [Signature]

Bidder states that their:

Major Material Suppliers are:

N/A

Material They Will Supply

Major Subcontractors are:

DELTA CONCRETE
SV STEERING

Work They Will Perform

CONCRETE
PAVEMENT MARKING

CONTRACT TIME AND LIQUIDATED DAMAGES: All work shall be completed, including clean-up, within **90** working days after the date to be specified in the Notice to Proceed. A Notice to Proceed is anticipated to be issued on or about May 15, 2024. The bidder shall agree to pay the owner the sum of **\$500** for each calendar day that the work exceeds the allotted contract time. Contract time may be adjusted by Change Order.

Total from included Bid Schedule:

TOTAL BID \$ 549,157.05

SUBMITTED BY:

Company Name: **Asphalt Specialties Company, Inc.**

Contact Names: **Daniel W. Hunt**

Address: **345 West 62nd Avenue - Denver, Colorado 80216**

Phone: (**303**) **289-8555** Email(s): **Dakotaw@asphaltspecialties.com**

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Contractor;
- He/she has read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accept and acknowledge this bid is consistent with the specifications and terms and conditions.
- The bid is in all respects fair, without outside collusion or otherwise illegal action.

By: [Signature]
Signature of Authorized Agent

04/09/2024
Date

84-1197469
FEIN

Daniel W. Hunt
Typed/Printed Name of Agent

President
Title of Agent

Dakotaw@asphaltspecialties.com
Agent email



PAYMENT TERMS: The City standard is net thirty (30) days but every effort is made to meet net fifteen (15) days after the approved partial payment date when the contractor is satisfactorily performing the contract. The final 5% of total payment will be paid once the contract is completed satisfactorily, advertisement for final settlement is complete, and the project is accepted by the City. Payment is the date of the check mailing or date of the credit card transaction.

REVISED BID SCHEDULE - Per Addendum #3

City of Arvada Bid # 24-FAC-035 Parking Lot Pavement Resurfacing Phase 1 (2024)



Asphalt Specialties Company, Inc. 04/09/2024

Contractor Date

Daniel W. Hunt - President

Prepared By

BASE BID

ITEM	DESCRIPTION		QTY	UNIT	UNIT PRICE	
Phase 1 Mill/Overlay Parking Lots						
1	1.5" Depth Milling (City Hall Employee Lot)	7,338	SY	\$2.30	\$16,877.40	
2	1.5" HMA SX Mix Overlay (City Hall Employee Lot)	7,338	SY	\$7.30	\$53,567.40	Bid
3	1.5" Depth Milling (City Hall Annex Lot)	2,087	SY	\$3.50	\$7,304.50	
4	1.5" HMA SX Mix Overlay (City Hall Annex Lot)	2,087	SY	\$8.10	\$16,904.70	Bid
5	1.5" Depth Milling (City Hall SW Lot)	1,099	SY	\$3.75	\$4,121.25	
6	1.5" HMA SX Mix Overlay (City Hall SW Lot)	1,099	SY	\$8.30	\$9,121.70	Bid
7	1.5" Depth Milling (City Hall Courts Lot)	750	SY	\$3.75	\$2,812.50	
8	1.5" HMA SX Mix Overlay (City Hall Courts Lot)	750	SY	\$8.25	\$6,187.50	Bid
9	1.5" Depth Milling (City Hall Alley)	1,007	SY	\$2.75	\$2,769.25	
10	1.5" HMA SX Mix Overlay (City Hall Alley Lot)	1,007	SY	\$7.55	\$7,602.85	Bid
11	1.5" Depth Milling (City Hall Police Lot)	1,887	SY	\$3.75	\$7,076.25	
12	1.5" HMA SX Mix Overlay (City Hall Police Lot)	1,887	SY	\$8.25	\$15,567.75	Bid
13	1.5" Depth Milling (City Hall Back Access Lot)	842	SY	\$3.75	\$3,157.50	
14	1.5" HMA SX Mix Overlay (City Hall Back Acces Lot)	842	SY	\$8.30	\$6,988.60	Bid
15	1.5" Depth Milling (City Hall Main Lot)	2,274	SY	\$2.75	\$6,253.50	
16	1.5" HMA SX Mix Overlay (City Hall Main Lot)	2,274	SY	\$7.55	\$17,168.70	Bid
17	1.5" Depth Milling (Arvada Center North Lot)	9,582	SY	\$2.00	\$19,164.00	
18	1.5" HMA SX Mix Overlay (Arvada Center North Lot)	9,582	SY	\$7.85	\$75,218.70	
19	1.5" Depth Milling (Arvada Center Mid Lot)	7,812	SY	\$2.00	\$15,624.00	
20	1.5" HMA SX Mix Overlay (Arvada Center Mid Lot)	7,812	SY	\$7.60	\$59,371.20	
21	1.5" Depth Milling (Wastewater Parking Lot)	1,808	SY	\$6.00	\$10,848.00	
22	1.5" HMA SX Mix Overlay (Wastewater Parking Lot)	1,808	SY	\$10.25	\$18,532.00	
23	1.5" Depth Milling (Post Office Customer Lot)	2,797	SY	\$3.50	\$9,789.50	
24	1.5" HMA SX Mix Overlay (Post Office Customer Lot)	2,797	SY	\$4.95	\$13,845.15	
25	1.5" Depth Milling (Post Office Employee Lot)	2,960	SY	\$2.75	\$8,140.00	
26	1.5" HMA SX Mix Overlay (Post Officer Employee Lot)	2,960	SY	\$7.60	\$22,496.00	
27	Remove & Replace Wheel Curbs	1	LS	\$5,500.00	\$5,500.00	
28	Mobilization/Permits	1	LS	\$43,250.00	\$43,250.00	
Pavement Markings						
28	ADA Compliant Parking Design	13	EA	\$335.00	\$4,355.00	
29	Epoxy Pavement Marking Mobilization	3	EA	\$2,240.00	\$6,720.00	
30	Epoxy Pavement Marking (City Hall Emp. Lot)	4450	LF	\$2.50	\$11,125.00	
31	Inlayed Thermoplastic (Crosswalk, Stop Bar Emp Lot)	2	EA	\$448.00	\$896.00	
32	Inlayed Thermoplastic (Handicap Symbols Emp Lot)	7	EA	\$504.00	\$3,528.00	
33	Epoxy Pavement Marking (City Hall Annex)	684	LF	\$2.50	\$1,710.00	
34	Inlayed Thermoplastic (Crosswalk, Stop Bar Annex)	1	EA	\$448.00	\$448.00	
35	Inlayed Thermoplastic (Handicap Symbols Annex)	2	EA	\$504.00	\$1,008.00	
36	Epoxy Pavement Marking (City Hall SW Lot)	460	LF	\$2.50	\$1,150.00	
37	Inlayed Thermoplastic (Handicap Symbols SW Lot)	2	EA	\$504.00	\$1,008.00	
38	Epoxy Pavement Marking (City Hall Courts Lot)	360	LF	\$2.50	\$900.00	
39	Inlayed Thermoplastic (Handicap Symbols Courts Lot)	2	EA	\$504.00	\$1,008.00	
40	Inlayed Thermoplastic (Crosswalk, Stop Bar Courts)	1	EA	\$448.00	\$448.00	

REVISED BID SCHEDULE - Per Addendum #3

City of Arvada Bid # 24-FAC-035 Parking Lot Pavement Resurfacing Phase 1 (2024)



Asphalt Specialties Company, Inc. 04/09/2024

Contractor

Date

Daniel W. Hunt - President

Prepared By

BASE BID

ITEM	DESCRIPTION			QTY	UNIT	UNIT PRICE
41	Epoxy Pavement Marking (City Hall Alley Lot)	180	LF	\$2.50		\$450.00
42	Epoxy Pavement Marking (City Hall Police Lot)	864	LF	\$2.50		\$2,160.00
43	Epoxy Pavement Marking (City Hall Back Lot)	180	LF	\$2.50		\$450.00
44	Inlayed Thermoplastic (Handicap Symbol Back Lot)	1	EA	\$504.00		\$504.00
45	Epoxy Pavement Marking (City Hall Main Lot)	1100	LF	\$2.50		\$2,750.00
46	Inlayed Thermoplastic (Handicap Symbols Main Lot)	4	EA	\$504.00		\$2,016.00
47	Inlayed Thermoplastic (Crosswalk, Stop Bar Main Lot)	1	EA	\$448.00		\$448.00
48	Epoxy Pavement Marking (Arvada Center North Lot)	6300	LF	\$2.50		\$15,750.00
49	Inlayed Thermoplastic (Crosswalk, Stop Bar North Lot)	3	EA	\$448.00		\$1,344.00
50	Inlayed Thermoplastic (Handicap Symbols North Lot)	12	EA	\$504.00		\$6,048.00
51	Epoxy Pavement Marking (Arvada Center Mid Lot)	3870	LF	\$2.50		\$9,675.00
52	Inlayed Thermoplastic (Handicap Symbols Mid Lot)	3	EA	\$504.00		\$1,512.00
53	Epoxy Pavement Marking (Wastewater)	720	LF	\$2.50		\$1,800.00
54	Inlayed Thermoplastic (Handicap Symbols)	2	EA	\$504.00		\$1,008.00
55	Epoxy Pavement Marking (Post Office Customer Lot)	810	LF	\$2.50		\$2,025.00
56	Inlayed Thermoplastic (Post Office Customer Lot)	1	EA	\$896.00		\$896.00
57	Inlayed Thermoplastic (Handicap Symbols Post Office)	3	EA	\$504.00		\$1,512.00
58	Epoxy Pavement Marking (Post Office Employee Lot)	1332	LF	\$2.50		\$3,330.00
59	Inlayed Thermoplastic (Post Office Employee Lot)	4	EA	\$896.00		\$3,584.00
60	Traffic Control Management	1	LS	\$27,500.00		\$27,500.00
Unit Price Items						
61	6" Concrete Curb & Gutter Repair	1	LF	\$61.80		\$61.80
62	Concrete ADA Accessible Ramp Install	1	EA	\$4,189.90		\$4,189.90
63	Concrete Drain Pan	1	SY	\$181.45		\$181.45
64	Full Depth Repair to include subgrade preparation	1	SY	\$200.00		\$200.00
65	Adjust Valve or Range Box	1	EA	\$360.00		\$360.00
66	Adjust Manholes	1	EA	\$780.00		\$780.00
67	Citizen Notification, Adjacent Property Owners	1	LS	\$2,750.00		\$2,750.00
68	Minor Contract Revisions	1	LS	\$50,000.00		\$50,000.00
	TOTAL					\$662,849.05

* All quantities are estimated using GIS, the contractor is requested to verify actual quantities.

REQUIRED CONTRACTOR SUBMITTAL FORM

SUBMITTAL CHECKLIST:

Bid Proposals shall be submitted in the order listed below with each section clearly identified. **Missing information or required documents may result in submission being deemed non-responsive.**

- ☒ Submit completed Bid Bond, Bid Proposal, Bid Schedule, Required Contractor Submittal, and any other attachments requested.
- ☒ Submit implementation timeline and warranties, if applicable.
- ☒ Attach Contractor's Licensing, if applicable.
- ☒ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable.
- ☐ Variations: Checking this box indicates that the contractor has variations to this solicitation. Identify all variations and exceptions to this CSB on a separate sheet/s of paper. If variations are not stated in the contractor's Offer, it shall be agreed that the contractor's Offer fully complies with all conditions identified in this Solicitation. For each variation listed, reference the applicable section of the solicitation document, the page number, and the variance. Submittal of a vendor contract is considered excessive in variations and may be cause for determining that the Bid is non-responsive and ineligible for award.

REFERENCES (AT LEAST 3 EACH):

- ☐ Check here if Contractor's standard reference sheet is attached, otherwise, use the space below.

Name: City and County of Broomfield Contact Person: Joliette Woodson

Address: One DesCombes Drive - Broomfield, Colorado 80020

Telephone No: 303-469-3301 Email: jwoodson@broomfield.org

Describe type of work/service performed or items supplied: Asphalt Paving.

Name: City of Arvada Contact Person: Christine Biddle

Address: 8101 Ralston Road - Arvada, Colorado 80002

Telephone No: 720-8989-7620 Email: cbiddle@arvada.org

Describe type of work/service performed or items supplied: Asphalt Paving.

Name: Boulder County Contact Person: Bill Eliassen

Address: 2525 13th Street - Boulder, Colorado 80304

Telephone No: 720-564-2657 Email: beliasen@bouldercounty.org

Describe type of work/service performed or items supplied: Asphalt Paving.

BID BOND

We, the undersigned Asphalt Specialties Co., Inc. as Principal,
and Endurance Assurance Corporation as Surety, are hereby held and firmly bound unto the City of
Arvada, Colorado, in the penal sum of Five Percent of Total Amount Bid (5%) for the
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Arvada, Colorado the
accompanying Bid Proposal, and hereby made a part hereof to enter into a Contract Agreement for the construction of
City of Arvada Project No. 24-FAC-035, Asphalt Mill/Overlay for City of Arvada Parking Lots - Phase I

WHEREAS, the City, as a condition for receiving said Bid Proposal, requires the Principal to deposit with the City a Bid
Proposal Guaranty, equivalent to not less than 5 Percent of the amount of said Bid Proposal.

NOW THEREFORE,

- (A) If said Bid Proposal shall be rejected; or in the alternate,
- (B) If said Bid Proposal shall be accepted and the Principal shall execute and deliver a Contract Agreement
(properly completed in accordance with said Bid Proposal) and shall furnish a Performance and Payment
Bond upon the forms prescribed by the City for the faithful performance of said Contract; and for the
payment of all persons performing labor or furnishing materials in connection therewith; and shall in all other
respects perform the agreement created by the acceptance of said Bid Proposal;

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and
agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this
obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the City may accept such Bid and said Surety does
hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, this 2nd day of April,
2024 and such of them as are corporations have caused their corporate seals to be hereto affixed
and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL

Name: Asphalt Specialties Co., Inc.

Address: 345 W. 62nd Avenue, Denver, CO 80216

By: 

Title: Daniel W. Hunt - President

SURETY

Endurance Assurance Corporation

4 Manhattanville Road, Purchase, NY 10577

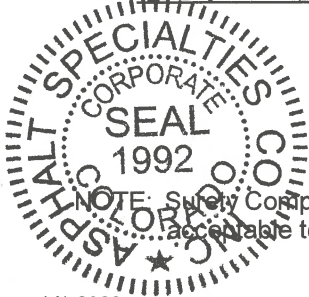
By: 

Title: Jessica Jean Rini, Attorney-in-Fact

Attorney-in-Fact:

N/A

(SEAL)



NOTE: Surety Companies executing bonds must be authorized to transact business in the State of Colorado and be
acceptable to the City.

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation, a Delaware corporation ('EAC'), Endurance American Insurance Company, a Delaware corporation ('EAIC'), Lexon Insurance Company, a Texas corporation ('LIC'), and/or Bond Safeguard Insurance Company, a South Dakota corporation ('BSIC'), each, a "Company" and collectively, "Sompo International,"** do hereby constitute and appoint: **Sarah C. Brown, Donald E. Appleby, Mark Sweigart, Todd Bengford, Jessica Jean Rini, Mary Ashley Allen** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million (\$100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

Richard M Appel
 By:
 Richard Appel; SVP & Senior Counsel

Richard M Appel
 By:
 Richard Appel; SVP & Senior Counsel

Richard M Appel
 By:
 Richard Appel; SVP & Senior Counsel

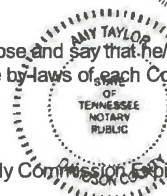
Richard M Appel
 By:
 Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his/her office under the by-laws of each Company.

Amy Taylor
 By:
 Amy Taylor, Notary Public – My Commission Expires 3/9/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
 "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,
 and be it further
 RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 2nd day of April, 2024

Daniel S. Lute
 By: Daniel S. Lute, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.4.

TO: THE HONORABLE CITY COUNCIL

DATE: May 20, 2024

SUBJECT: R24-052, A Resolution Authorizing Acceptance Of Charge Ahead Colorado Grant Funds From The State Of Colorado To Install Electric Vehicle Charging Stations

Report in Brief

PRESENTER: Kim Vagher, Manager of City Facilities

The City was awarded grant funds for EV charging stations in the third round of the Colorado Energy Office's Charge Ahead Colorado Grant Program in a statewide competition. The Charge Ahead Colorado program focuses on electric vehicle charging for public use. The award amount is the lesser of \$78,000 or 90% of total eligible project costs. The following EV charging stations have been awarded:

- 7674 Grandview Avenue (City Parking Lot) - 3 dual port level 2 charging stations - grant amount \$30,000
- 5576 Vance Street (Olde Town Transit Hub - Exterior Parking Lot) - 1 dual port level 2 charging station - grant amount \$10,000
- 7900 Carr Drive (New Arvada Aquatics Center) - 2 dual port level 2 charging stations - grant amount \$18,000
- 6901 Wadsworth Blvd. (Arvada Center) - 2 dual port level 2 charging stations - grant amount \$20,000

The Arvada team recommends that the City Council approve R24-052, A Resolution Authorizing Acceptance Of Charge Ahead Colorado Grant Funds From The State Of Colorado To Install Electric Vehicle Charging Stations.

Financial Impact

The installation costs inclusive of CEO cloud-based software requirements and grant match are estimated at \$345,000, as recently approved by the City Council for 2024 one-time funds. The EV charging units will be under warranty for 5 years, leaving only the annual software upgrade estimated at \$800 per charger or \$6,400 per year. After 5 years, the anticipated additional charger maintenance is estimated at \$400 per charger, plus the annual software upgrade brings the maintenance cost to \$9,600.

Background

Electric-powered mobility has become an increasingly viable and beneficial strategy by our City Council and the Arvada Sustainability Advisory Committee to reduce GHG emissions and our carbon footprint. As electric vehicles and trucks become more available and affordable, we have a great opportunity to transform our transportation landscape to achieve ambitious goals in climate change mitigation, air quality improvement, and equitable access to mobility. The Charge Ahead Colorado grant will support the development of our EV infrastructure and the evolution of a rapidly changing marketplace with the electrification of all types of vehicles.

Discussion

The new chargers will be on a network or "smart chargers", and will be connected remotely to a larger network of chargers. The chargers will have an open charge point protocol (OCPP) and will be capable of reporting directly to the Colorado Energy office on usage data as required quarterly for a period of 5 years under the grant program. The electrical rate for charging must be cost-neutral under this grant program for 5 years.

Public Contact

N/A

Commission Recommendation

N/A

Strategic Alignment

The action aligns with Infrastructure Work System Strategic Result 11 to conduct a fleet electrification transition study and milestone 11D identify and solicit additional state, local and grant funding opportunities for charging infrastructure.

Alternative Courses of Action

The Council could decide not to approve the acceptance of the Charge Ahead Colorado Grant Funds.

Recommendation for Action

The Arvada team recommends that the City Council approve R24-052, A Resolution Authorizing Acceptance Of Charge Ahead Colorado Grant Funds From The State Of Colorado To Install Electric Vehicle Charging Stations.

Suggested Motion:

I move that R24-052, A Resolution Authorizing Acceptance Of Charge Ahead Colorado Grant Funds From The State Of Colorado To Install Electric Vehicle Charging Stations, be (approved) (rejected).

Prepared by:
Tammy Hedlund, Legal Specialist

Reviewed by:

Approved by:

Kim Vagher, Manager of City Facilities	5/1/2024
Jacqueline Rhoades, Public Works Director	5/1/2024
Bryan Archer, Director of Finance	5/1/2024
Tammy Hedlund, Legal Specialist	5/1/2024
Laura Hemler, Assistant City Attorney	5/2/2024
Don Wick, Deputy City Manager	5/3/2024
Rachel Morris, City Attorney	5/3/2024
Lorie Gillis, City Manager	5/6/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-052

A RESOLUTION AUTHORIZING ACCEPTANCE OF CHARGE AHEAD COLORADO
GRANT FUNDS FROM THE STATE OF COLORADO TO INSTALL ELECTRIC VEHICLE
CHARGING STATIONS

WHEREAS, the State of Colorado offers the Charge Ahead Colorado Program (“Charge Ahead”), which provides grant funding to eligible entities seeking to install electric vehicle (EV) charging stations; and

WHEREAS, the City of Arvada (“Arvada”) applied for and was awarded grant funding through Charge Ahead; and

WHEREAS, under Charge Ahead, the State of Colorado will reimburse Arvada up to \$78,000.00 for certain expenses Arvada incurs to install EV charging stations as described in Exhibit A; and

WHEREAS, Arvada wishes to install charging stations at the following locations within Arvada: 7674 Grandview Avenue (Olde Town), 5576 Vance Street (Transit Hub), 7900 Carr Street (Arvada Aquatics Center), and 6901 Wadsworth Boulevard (Arvada Center); and

WHEREAS, the grant funding must be accepted by the Arvada City Council in accordance with Section 13.6 of the Arvada City Charter.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ARVADA, COLORADO:

Section 1. The Mayor or Mayor Pro Tem accepts the grant funding stated in Exhibit A and authorizes the City Manager, through the Public Works Department, to submit invoices for reimbursement to the State of Colorado through the Charge Ahead Colorado Program.

Section 2. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 20th day of May, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel Morris, City Attorney

By: _____



STATE OF COLORADO

Office of the Governor
Community Access Enterprise

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ORDER		*****IMPORTANT*****				
Number:	POGG1,EFBA,202400002623	The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.				
Date:	1/23/24	BILL TO				
Description:	CAC Grant	Colorado Energy Office - Broadway 1600 Broadway Suite 1960 Denver, CO 80202				
Effective Date:	01/24/24					
Expiration Date:	08/31/24					
BUYER		SHIP TO				
Buyer:		Colorado Energy Office - Broadway 1600 Broadway Suite 1960 Denver, CO 80202				
Email:						
VENDOR		SHIPPING INSTRUCTIONS				
CITY OF ARVADA 8101 RALSTON RD ARVADA, CO 80002-2400		Delivery/Install Date: - FOB:				
Contact:	EFT Remit					
Phone:	000.000.0000					
VENDOR INSTRUCTIONS						
EXTENDED DESCRIPTION						
Grantee shall complete the work as outlined in Exhibit A, the Statement of Work, attached hereto and incorporated by reference herein.						
The attached modified State of Colorado Small Dollar Grant Award Terms and Conditions shall govern this Small Dollar Grant Award in lieu of the State of Colorado Small Dollar Grant Award Terms and Conditions referenced by hyperlink.						
CAE Contact Info: Mika Burdette, mika.burdette@state.co.us Matt Mines, matt.mines@state.co.us						
Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1	G1000		0	0.00	\$78,000.00	☐
Description: Grant Commodity						
Service From: 01/24/24			Service To: 08/31/24			
TERMS AND CONDITIONS						



STATE OF COLORADO
Office of the Governor
Community Access Enterprise

Page 2 of 2

<https://www.colorado.gov/osc/purchase-order-terms-conditions>

REASON FOR MODIFICATION

Change Order Number: 1

Added edited TC doc

DOCUMENT TOTAL = \$78,000.00

State of Colorado Small Dollar Grant Award Terms and Conditions

- 1. Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology, and Addendum 2: Additional Terms and Conditions for Federal Provisions, below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the “Agreement”) shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award (“State”) and the Subrecipient identified on the face of the Small Dollar Grant Award (“Grantee”). If this Agreement refers to Grantee’s bid or proposal, this Agreement is an ACCEPTANCE of Grantee’s OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee’s acceptance, demonstrated by Grantee’s beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State’s financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
- 2. Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(1)** If applicable, Addendum 2: Additional Terms and Conditions for Federal Provisions, below; **(2)** the Small dollar Grant Award document; **(3)** these terms and conditions (including, if applicable, Addendum 1 below); and **(4)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee’s forms or invoices not included in this Agreement are void.
- 3. Changes.** Once accepted in accordance with §1, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.
- 4. Definitions.** The following terms shall be construed and interpreted as follows: **(a) “Award”** means an award by a Recipient to a Subrecipient; **(b) “Budget”** means the budget for the Work described in this Agreement; **(c) “Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); **(d) “UCC”** means the Uniform Commercial Code in CRS Title 4; **(e) “Effective Date”** means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f) “Federal Award”** means an award of federal financial assistance or a cost-reimbursement contract, , by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a vendor or payments to an individual that is a beneficiary of a Federal program; **(g) “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient; **(h) “Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i) “Matching Funds”** mean the funds provided by the Grantee to meet

State of Colorado Small Dollar Grant Award Terms and Conditions

cost sharing requirements described in this Agreement; (j) “**Recipient**” means the State agency identified on the face of the Small Dollar Grant Award; (k) “**Subcontractor**” means third parties, if any, engaged by Grantee to aid in performance of the Work; (l) “**Subrecipient**” means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; (m) “**Uniform Guidance**” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the “Super Circular,” which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and (n) “**Work**” means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

5. **Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
6. **Rights to Materials.** *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively “Materials”), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
7. **Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively “Grantee Records”). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the “Record Retention Period”) of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee’s

State of Colorado Small Dollar Grant Award Terms and Conditions

performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

- 8. Reporting.** If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.
- 9. Conflicts of Interest.** Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.
- 10. Taxes.** The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

State of Colorado Small Dollar Grant Award Terms and Conditions

- 11. Payment.** Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Grantee.
- 12. Term.** The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.
- 13. Payment Disputes.** If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.
- 14. Matching Funds.** Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal

State of Colorado Small Dollar Grant Award Terms and Conditions

year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

- 15. Reimbursement of Grantee Costs.** If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are **(a)** reasonable and necessary to accomplish the Work, and **(b)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).
- 16. Close-Out.** Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.
- 17. Assignment.** Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- 18. Subcontracts.** Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.
- 19. Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.
- 20. Survival of Certain Agreement Terms.** Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

State of Colorado Small Dollar Grant Award Terms and Conditions

- 21. Third Party Beneficiaries.** Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.
- 22. Waiver.** A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- 23. Indemnification.** *[Not Applicable to Inter-governmental agreements]* Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.
- 24. Notice.** All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.
- 25. Insurance.** Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent vendors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best

State of Colorado Small Dollar Grant Award Terms and Conditions

rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act. The State shall be named as additional insured on all commercial general liability policies required of Vendor. All insurance policies secured or maintained by Vendor in relation to this Purchase Order shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Vendor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

26. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

27. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **§28**.

28. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **§27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State

State of Colorado Small Dollar Grant Award Terms and Conditions

funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

- 30. Grantee's Termination Under Federal Requirements.** If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.
- 31. Governmental Immunity.** Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, *et seq.* No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.
- 32. Grant Recipient.** Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**
- 33. Compliance with Law.** Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- 34. Choice of Law, Jurisdiction and Venue. [Not Applicable to Inter-governmental agreements]** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and

State of Colorado Small Dollar Grant Award Terms and Conditions

County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

35. Prohibited Terms. Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

ADDENDUM 1: Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: **(a) “CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; **(b) “Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq.*; **(c) “PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law; **(d) “PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; **(e) “PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501. . “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, *et. seq.*, C.R.S. ; **(f) “State Confidential Information”** means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act, **(g) “State Fiscal Rules”** means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); **(h) “State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; **(i) “State Records”** means any and all State data, information, and records, regardless of physical form; **(j) “Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and **(k) “Work Product”** means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other

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results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to **(a)** its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and **(b)** all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement **(a)** entered into as exhibits or attachments to this Agreement, **(b)** obtained by the State from the applicable third party Grantee, or **(c)** in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that **(a)** requires the State or the State to indemnify Grantee or any other party, **(b)** is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or **(c)** is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall

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comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. Other Entity Access and Nondisclosure Agreements. Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

E. Use, Security, and Retention. Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

F. Incident Notice and Remediation. If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as

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directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq.* In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Vendor, including, but not limited to, Vendor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Vendor is given direct access to any State databases containing PII, Vendor shall execute, on behalf of itself and its employees, the certification PII Individual Certification Form or PII Entity Certification Form [Download form from Hyperlink] on an annual basis and Vendor's duty shall continue as long as Vendor has direct access to any State databases

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containing PII. If Vendor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Vendor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

J. Software Piracy Prohibition. The State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>. Grantee shall not allow remote access to State Records from outside the United States, including access by Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

L. Accessibility. Grantee shall comply with and the Work Product provided under this PO shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and

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the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

I. Project Title: Charge Ahead Colorado

II. Background/Objective

The Grantee was awarded grant funding as a result of the competitive Charge Ahead Colorado Program's Request for Applications (RFA). The Community Access Enterprise (hereinafter called "CAE" or the "State") agrees to provide funding to City of Arvada (hereinafter called "Grantee") towards the costs associated with the charging station project.

III. Project Description

Charge Ahead Colorado is a program administered by the Colorado Energy Office (CEO) to encourage use of electric vehicles because they reduce greenhouse gas emissions, promote energy security through reliance on domestic electricity, and drive an innovative market for new technology.

The general purpose of this project is to encourage the installation of electric vehicle (EV) charging stations throughout the state of Colorado. Installing charging stations enables electric vehicles to proliferate.

Grantee is installing:

- 6 Level 2 (L2) charging ports at 7674 Grandview Ave, Arvada, CO 80002 - CEO shall reimburse the lessor of \$30,000 (not to exceed \$5,000 per new L2 charging port) or up to 90% of allowable project costs for the charging station installation(s) with Grantee providing minimum 10% project cost match per unit
- 2 Level 2 (L2) charging ports at 5576 Vance St, Arvada, CO 80002 - CEO shall reimburse the lessor of \$10,000 (not to exceed \$5,000 per new L2 charging port) or up to 90% of allowable project costs for the charging station installation(s) with Grantee providing minimum 10% project cost match per unit
- 4 Level 2 (L2) charging ports at 7900 Carr St, Arvada, CO 80005 - CEO shall reimburse the lessor of \$18,000 (not to exceed \$4,500 per new L2 charging port) or up to 80% of allowable project costs for the charging station installation(s) with Grantee providing minimum 20% project cost match per unit
- 4 Level 2 (L2) charging ports at 6901 Wadsworth Blvd, CO 80003 - CEO shall reimburse the lessor of \$20,000 (not to exceed \$5,000 per new L2 charging port) or up to 90% of allowable project costs for the charging station installation(s) with Grantee providing minimum 10% project cost match per unit

IV. Work Tasks, Deliverables and Timeline

Grantee shall be responsible for the following work tasks and deliverables upon the final approval and discretion of the CAE/CEO:

- i. Purchase charging station(s) from vendors. Grantees are strongly encouraged to complete a competitive procurement process. The charging station(s) must have networked data reporting capabilities that are active, collecting data, and accessible to administrators of the Charge Ahead Colorado program via cloud networking at all times. See additional requirements in Section V. Reporting.
- ii. Install the charging station(s). Grantee may either contract with personnel who have expertise in electrical installations or pay Grantee labor staff with expertise in electrical installations for the installation of the unit(s) and associated labor costs.
- iii. Construct foundation, if necessary.
- iv. Dedicate one (1) parking space for EV charging per funded charging port.
 1. Accessible design standards must be incorporated, where feasible, per the [Access Board Design Recommendations for Accessible EV Charging Stations](#). Determination of feasibility of accessible design standards is solely at the discretion of the Colorado Energy Office. 5%, but no fewer than one (1) stall per awarded address are required to be

Exhibit A Statement of Work

- accessible. If accessible design standards are determined not to be feasible, written documentation from CEO reflecting such is required.
2. Failure to incorporate the Access Board's accessible design standards, where feasible, may result in a delay of reimbursement until the project incorporates such design standards or forfeiture of a portion of the grant award (10% of the total grant award) if the awardee fails to complete this aspect of the Agreement.
 - v. Provide CAE/CEO with invoices by the Agreement end date for work completed. The costs must be directly associated with the purchase and installation of the awarded EV charging station(s).
 - vi. Submit final documentation required as outlined below with documentation of charging station installation(s) by the Agreement end date. The following documentation is required for CAE/CEO to reimburse eligible costs on the project:
 1. Final Reporting Form
 2. Summary Invoice / Reimbursement Request Form
 3. Legible copies of all sales / invoices showing the purchase price and amount paid by the Grantee for the EV charging stations and the number of units purchased (demonstrating that purchases / work to be reimbursed occurred within the Agreement term).
 4. Legible copies of all invoices / receipts showing the installation costs and number of labor hours spent by the installers and any subcontractors on the project (demonstrating that work to be reimbursed occurred within the Agreement term).
 5. Date(s) of installation, installation completion, and when the unit(s) is operational and available for use.
 6. Digital photograph(s) of the completed and operational unit(s) and dedicated EV charging space(s).
 - a. Photographs must demonstrate proof of incorporation of accessible design features and adherence to the Access Board Design Recommendations, unless otherwise waived by CEO as detailed in Section IV. (iv)(1). Photographs should be from a perspective that clearly shows adherence to the accessibility standards including wider spacing and a path of travel to the charging station(s). Additional photographs may be requested prior to reimbursement being finalized if this is not clearly demonstrated.
 7. Confirmation that the charger(s) is registered with the [Alternative Fuels Data Center](#).
 8. Read-only and downloadable data access granted to CAE/CEO for 5 years, per Section VII. Post Charging Station Installation Reporting outlined herein.
 - vii. All deliverables shall be adjusted to the final approval and discretion of the CAE/CEO.

V. Reporting

Grantee shall be responsible for the following reporting requirements: Written analysis shall be in accordance with the procedures developed and prescribed by the State. Required reports shall be submitted to the CAE/CEO upon completion of all work tasks, or at such time as otherwise specified. The preparation of reports in a timely manner shall be the responsibility of Grantee and failure to comply may result in the delay of payment of funds and/or termination of this Agreement. Grantee must provide written communication to CAE/CEO if the project experiences significant changes or delays in the schedule via email.

VI. Final Report & Invoice Documentation

The Grantee shall submit a final report by the Agreement end date. This report will demonstrate the completion of the project and installation of the charging station(s). To be acceptable, the final report must explain the Grantee's procurement and installation process, lessons learned from procurement and installation, and the data reporting capabilities of the charging station(s), and it must identify the location(s) of the charging station(s) accompanied with pictures of the installed unit(s). The Grantee shall provide an invoice to CAE/CEO for the purchase of the unit(s) and associated equipment, permitting costs, and the labor costs associated with the installation(s). To be acceptable, the invoice must be supported by receipts or invoices for all equipment, permits, and labor. The invoice must include an itemized list of all project costs

being considered under the grant, including a breakdown of those covered under Charge Ahead Colorado and document the minimum project match requirements at each address as outlined above.

VII. Charging Station Utilization Reporting

Upon the installation of the charging station(s), the CAE/CEO requires information on the charging station(s) usage, including at a minimum, the time of use, duration of use, # of customers / unique users, and kWh used. By accepting funding through the Charge Ahead Colorado program, Grantee agrees to provide all information requested within this Agreement. Furthermore, by accepting funding for the charging station(s) through the Charge Ahead Colorado program, Grantee is required to provide read-only and downloadable data access to the charger(s) network dashboard to CAE/CEO. The Grantee shall report data to CAE/CEO for a minimum of five (5) years on all charging station(s) metrics as required by CAE/CEO. CEO may share this information at an anonymized and/or aggregated County level on the EValueCO dashboard or other platform at the discretion of CEO or with anyone requesting such data.

VIII. Budget

CAE will pay the Grantee the lesser of \$78,000 (not to exceed the per new L2 charging port amounts at each address as outlined above) or up to the percentage of allowable project costs for the charging station installation(s) at each address as outlined above. Grantee is responsible for any cost overruns. Grantee is entitled to payment only after successfully completing the charging station installation(s) and submitting an acceptable invoice and an acceptable final report to CAE/CEO.

IX. Payment Terms – Billing Procedures

The State shall pay the Grantee the reasonable, allocable, and allowable costs for work performed based on satisfactory progress of the work defined in this Agreement. Grantee shall be compensated only for work and services performed by Grantee and accepted by CAE/CEO pursuant to the terms of this Agreement. Payment shall also be contingent upon CAE/CEO's timely receipt and acceptance of required reports described herein. Grantee shall be reimbursed based on the submission of Grantee's invoice(s) and final documentation required as outlined in Section IV. (vi). To be considered for payment, billings for payment pursuant to this Agreement must be received by the State by the end of the Agreement Term.

Payment will be made upon final completion of the project. CAE shall make no payment until the Grantee successfully completes the charging station installation(s) and submits an invoice and final report to CAE/CEO, including verification that the station(s) is operational and available for use. CAE shall make payment within 45 days of receiving the acceptable final report and invoice. If installation is not completed by August 31, 2024, or the invoice and final report are not submitted by August 31, 2024, CAE is under no obligation to pay the Grantee.

X. Testing and Acceptance Criteria

The charging station(s) will be acceptable to the CAE/CEO if they are installed, operational, and available for use by August 31, 2024. The Grantee's invoice to CAE will be acceptable if it is properly supported by invoices or receipts and the costs are associated with procurement of the charging station(s), construction materials, permitting, construction labor costs, and installation costs. The final report will be acceptable to CAE/CEO if it explains the Grantee's procurement and installation process, lessons learned from procurement and installation, the data reporting capabilities of the charging station(s), and it identifies the location(s) of the charging station(s) accompanied with pictures of the installed units. If the units, invoice, and report are acceptable, the CAE/CEO Program Manager will submit the invoice to the accounting department for payment.

If the units, invoice, and report are unacceptable, the CAE/CEO Program Manager will work with the Grantee to correct, modify, or replace as needed. If Grantee fails to perform, the CAE/CEO Program Manager will submit a report to CEO's Director of Transportation Fuels and Technology and Director of Accounting and

Exhibit A Statement of Work

Budget explaining why funding should be denied or reduced. The two Directors and the CAE/CEO Program Manager will determine whether funding should be denied or reduced, and the CAE/CEO Program Manager will inform the Grantee of their decision.

XI. Small Dollar Grant Award Amount

The maximum amount payable under this Agreement to Grantee by the CAE shall be \$78,000, as determined by the State from available funds. Satisfactory performance under the terms of this Agreement shall be a condition precedent to the CAE's obligation to compensate the Grantee. The CAE shall not be liable to pay or reimburse Grantee for any performance hereunder prior to the Service From Date as shown on the face of the Small Dollar Grant Award.

XII. Small Dollar Grant Award Term

The Grantee shall begin work upon the later of the Service From Date as shown on the face of this Small Dollar Grant Award or upon Grantee's acceptance of this Agreement. This Small Dollar Grant Award shall terminate on August 31, 2024, unless sooner terminated or further extended as specified elsewhere herein.



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.5.

TO: THE HONORABLE CITY COUNCIL

DATE: May 20, 2024

SUBJECT: R24-053, A Resolution Approving an Agreement by and Between the City of Arvada and Origins at Olde Town Owner Association, Inc. for the Grant of a Revocable Encroachment License to Accommodate Two pedestrian Guardrails along a Portion of the Public Sidewalk Adjacent to 5350 Carr Street Unit A and 5352 Carr Street Unit A, within Public Right of Way

Report in Brief

Origins at Olde Town Owner Association, Inc. is the homeowner's association for the townhome development at 5350 and 5352 Carr Street. They are requesting a revocable encroachment license to leave as constructed, two pedestrian guardrails within the public right of way. There are no public sidewalks on the properties to the north and south and there are grade changes that result in the sidewalk being elevated above the grade of the adjacent properties. The pedestrian guardrails act as a barrier to prevent people from falling off the sidewalk.

The Arvada team recommends that City Council approve R24-053, A Resolution Approving an Agreement By and Between the City of Arvada and Origins at Olde Town Owner Association, Inc. for the grant of a revocable encroachment license to accommodate two pedestrian guardrails along a portion of the public sidewalk adjacent to 5350 Carr Street unit A and 5352 Carr Street Unit A, within public right of way.

Financial Impact

There is no financial impact.

Background

The townhome development at 5350 and 5352 consists of 10 units on individual lots in two buildings and was platted as Twin 5 Carr Street Townhomes in 2023. The sidewalk constructed with this development is the only sidewalk on the east side of the 5300 block of Carr Street. This, combined with the grade of adjacent properties, results in a small drop at the north and south terminus of the sidewalk. When sidewalks are installed on the adjacent properties, the new sidewalks will be required to tie into the existing sidewalk and the pedestrian guardrails will be removed.

Discussion

It is the responsibility of the applicant to justify the requested land use application. The City Council should make a determination regarding the granting of the license based on its findings regarding the approval criteria shown in the table(s) below. The City team has evaluated the request and determined that the license will not impact City infrastructure and is acceptable.

Community and Economic Development team members performed an analysis of the proposal, based on the approval criteria listed in Section 3 of the Land Development Code, and presents the following findings:

Div. 8-3-5-8B Revocable Right-of-Way License Agreement	Finding	Rationale
1. The applicant agrees to the terms of a Revocable Right-of-Way License Agreement in a form approved by the City Attorney, including any insurance provision and provision that	Complies	The applicant has signed the Revocable Right-of-Way License Agreement.

SUBJECT: R24-053, A Resolution Approving an Agreement by and Between the City of Arvada and Origins at Olde Town Owner Association, Inc. for the Grant of a Revocable Encroachment License to Accommodate Two pedestrian Guardrails along a Portion of the Public Sidewalk Adjacent to 5350 Carr Street Unit A and 5352 Carr Street Unit A, within Public Right of Way

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ITEM: 8.A.5.

indemnify and hold the City harmless from future damages or liability claims.

2. The proposed sign, structure, or use complies with all applicable use, development, and design standards set forth in this LDC and the City of Arvada Municipal Code that have not otherwise been modified or waived.

Complies

The pedestrian guardrails comply with all applicable standards.

3. The proposed sign, structure, or use shall not interfere with street intersection visibility, materially impede access to utilities or other facilities, or in any other way adversely affect the public health, safety, or welfare.

Complies

The pedestrian guardrails do not interfere with street intersection visibility and do not affect any utility infrastructure or adversely affect public health, safety, or welfare. The pedestrian guardrails were constructed for the safety of pedestrians.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

A Planning Commission public hearing is not required by the Land Development Code for this type of application.

Strategic Alignment

The recommended action aligns with the Community and Economic Development Priority Area of the City Council Strategic Plan.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada Team recommends that the City Council approves a resolution authorizing an agreement by and between the City of Arvada and Origins at Olde Town Owner Association, Inc. for the grant of a revocable encroachment license to accommodate two pedestrian guardrails along a portion of the public sidewalk adjacent to 5350 Carr Street unit A and 5352 Carr Street Unit A, within public right of way.

Suggested Motion:

I move that R24-053, A Resolution Approving an Agreement By and Between the City of Arvada and Origins at Olde Town Owner Association, Inc. for the Grant of a Revocable Encroachment License to accommodate two pedestrian guardrails along a portion of the public sidewalk adjacent to 5350 Carr Street unit A and 5352 Carr Street Unit A, within public right of way, be (approved) (rejected).

Prepared by:
Josie Suk, Development Systems and Administrative Manager

Reviewed by:

SUBJECT: R24-053, A Resolution Approving an Agreement by and Between the City of Arvada and Origins at Olde Town Owner Association, Inc. for the Grant of a Revocable Encroachment License to Accommodate Two pedestrian Guardrails along a Portion of the Public Sidewalk Adjacent to 5350 Carr Street Unit A and 5352 Carr Street Unit A, within Public Right of Way

PAGE: 3
ITEM: 8.A.5.

Approved by:

Jacob Nitchals, Senior Planner	4/29/2024
Rob Smetana, Planning Manager	4/30/2024
Jessica Garner, Director of Community and Economic Development	4/30/2024
Gail Walker, Legal Specialist-Contracts	5/1/2024
Emily Grogg, Senior Assistant City Attorney	5/1/2024
Linda Haley, Deputy City Manager	5/1/2024
Rachel Morris, City Attorney	5/3/2024
Lorie Gillis, City Manager	5/6/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-053

A RESOLUTION APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND ORIGINS AT OLDE TOWN OWNER ASSOCIATION, INC. FOR THE GRANT OF A REVOCABLE ENCROACHMENT LICENSE TO ACCOMMODATE TWO PEDESTRIAN GUARDRAILS ALONG A PORTION OF THE PUBLIC SIDEWALK ADJACENT TO 5350 CARR STREET UNIT A AND 5352 CARR STREET UNIT A, WITHIN PUBLIC RIGHT OF WAY

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, a Revocable Encroachment License, which is in substantially the same form as that attached hereto, by and between the City of Arvada and Origins at Olde Town Owner Association, Inc.

Section 2. The City of Arvada hereby accepts a grant of a revocable encroachment license to accommodate two pedestrian guardrails along a portion of the public sidewalk adjacent to 5350 Carr Street Unit A and 5352 Carr Street Unit A, within public right of way.

Section 3. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 20th day of May, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____

**AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA
AND ORIGINS AT OLDE TOWN OWNER ASSOCIATION, INC. FOR THE
GRANT OF A REVOCABLE ENCROACHMENT LICENSE TO
ACCOMMODATE TWO PEDESTRIAN GUARDRAILS ALONG A
PORTION OF THE PUBLIC SIDEWALK ADJACENT TO 5350 CARR
STREET UNIT A AND 5352 CARR STREET UNIT A, WITHIN PUBLIC
RIGHT OF WAY**

1.0 **PARTIES.** The parties to this Agreement are the City of Arvada, a Colorado municipal corporation ("Arvada") at 8101 Ralston Road, Arvada, Colorado 80002 and Origins at Olde Town Owner Association, Inc., a Colorado nonprofit corporation, owner of the unaddressed common area ("Licensee") associated with the recent townhome development at 5350 & 5352 Carr Street, Arvada, Colorado 80002.

2.0 **RECITALS AND PURPOSE.**

2.1 Licensee is the owner of the unaddressed common area associated with the townhome development at 5350 and 5352 Carr Street in the City of Arvada, more particularly described as Tract B, Twin 5 Carr Street Townhomes Plat Reception No. 2023005075 ("Licensee's Property").

2.2 Arvada is the owner of properties, or has some interest in properties, located adjacent to and in the vicinity of Licensee's Property in the 5300 block of Carr Street, as more particularly described in Exhibit A, attached and incorporated herein ("Arvada's Property").

2.3 The Licensee has expressed a desire for Arvada to recognize, accommodate, and permit certain minor encroachments upon a specific and limited portion of Arvada's Property; to wit, two Pedestrian Guardrails along a portion of the sidewalk upon Arvada's Property described in Exhibit A.

2.4 Arvada is willing to grant an encroachment license to the Licensee under the terms and conditions as hereinafter specified in this Agreement.

3.0 **TERMS AND CONDITIONS.** In consideration of Arvada's agreement to permit the Licensee to encroach upon Arvada's Property, and in consideration of the mutual promises and covenants contained herein, the sufficiency and adequacy of consideration being acknowledged by the parties, Arvada and Licensee agree as follows:

3.1 Arvada hereby grants to the Licensee a License for the encroachments as described above, with such limitations as are set forth herein, including, but not limited to:

3.1.1 A reflective sign must be maintained in good condition on both Pedestrian Guardrails. The signs shall be mounted so that the reflective signs face the sidewalk built with the Twin 5 Carr Street Townhomes development. The sign size, design, location, and the manner in which they are affixed to the Pedestrian Guardrail shall be approved by the City of Arvada.

3.1.2 Any improvements allowed by this Agreement to be kept upon Arvada's Property shall be so kept at Licensee's sole expense and Licensee agrees to maintain any such improvement in good repair during the period of this License.

3.1.3 Licensee understands and agrees that Arvada shall not be liable or responsible for any costs related to any damage, maintenance, repair, or removal of any structures kept upon Arvada's Property pursuant to this Agreement.

3.2 The license as granted in paragraph 3.1 above shall continue from the date of this Agreement to the time that this Agreement is terminated. Arvada may terminate this License at any time by giving written notice to the Licensee ten (10) days in advance of the effective date of termination and specifying the date of termination therein and, in the event this License is terminated as to such encroachments, Licensee expressly agrees to remove such from Arvada's Property and to return Arvada's Property to as close to its original condition as reasonably possible, within 30 days of said date of termination.

3.3 Licensee expressly agrees to indemnify and hold harmless Arvada and any of its officers or employees from any and all claims, damages, liability, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, in connection with, arising out of, or related to the issuance of this License or any omission or act of commission by Licensee or any of its employees, agents, representatives, or contractors in encroaching upon Arvada's Property.

3.4 Licensee agrees that it will never institute any action or suit at law or in equity against Arvada or any of its officers or employees, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, or compensation for or on account of any damages, loss, or injury either to person or property, or both, known or unknown, past, present, or future, arising from the license granted to Licensee herein.

3.5 Licensee agrees to provide, secure, and maintain at all times during the term of this License commercial general liability insurance of at least \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000, naming Arvada as an additional insured on the policy. Failure to maintain sufficient insurance shall not terminate, modify, preclude or limit the obligations of Licensee under this License or limit in any way Licensee's liability to or indemnification of Arvada for any reason. Arvada does not waive, nor shall anything herein be construed as a waiver of, any of the rights, privileges, or immunities granted to it under the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as amended.

3.6 Licensee agrees to repair and reconstruct any damage to Arvada's Property prior to or immediately upon termination of this Agreement for any reason and return Arvada's Property to its original condition at the expense of Licensee and at no expense to Arvada.

4.0 **ASSIGNMENT.** Except as may be the legal consequence, pursuant to paragraph 10 hereof, of a conveyance of Licensee's Property, this Agreement shall not be assigned by

Licensee without the prior written consent of Arvada which may withhold its consent for any reason.

5.0 **NOTICES.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if personally served or if sent by facsimile transmission or by U.S. mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as have been previously furnished in writing, to the other party and parties. Notice shall be deemed to have been given when deposited in the United States mail.

6.0 **EXHIBITS.** All exhibits, if any, referred to in this Agreement are, by reference, incorporated herein for all purposes.

7.0 **INTEGRATION AND AMENDMENT.** This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

8.0 **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the appropriate court for Jefferson County, Colorado.

9.0 **WAIVER OF BREACH.** A waiver by any party of this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of either party.

10.0 **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns and shall constitute covenants running with Licensee's Property. Either party may record this Agreement with the Clerk and Recorder's Office of Jefferson County, Colorado.

11.0 **NO THIRD PARTY BENEFICIARIES.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Arvada and the Licensee, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of Arvada and the Licensee that any person other than Arvada or the Licensee receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

DATED this _____ day of _____, 2024.

CITY OF ARVADA,
a Colorado municipal corporation

Lauren Simpson, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____

INC,
 LICENSEE:
 ORIGINS AT OLDE TOWN OWNER ASSOCIATION
 a Colorado nonprofit corporation

Justin D. Boehm, Director & Incorporator

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Justin D. Boehm in their capacity as Director and Incorporator of Origins at Olde Town Owners Association Inc, the owner of Tract B, Twin 5 Carr Street Townhomes Plat Reception No. 2023005075

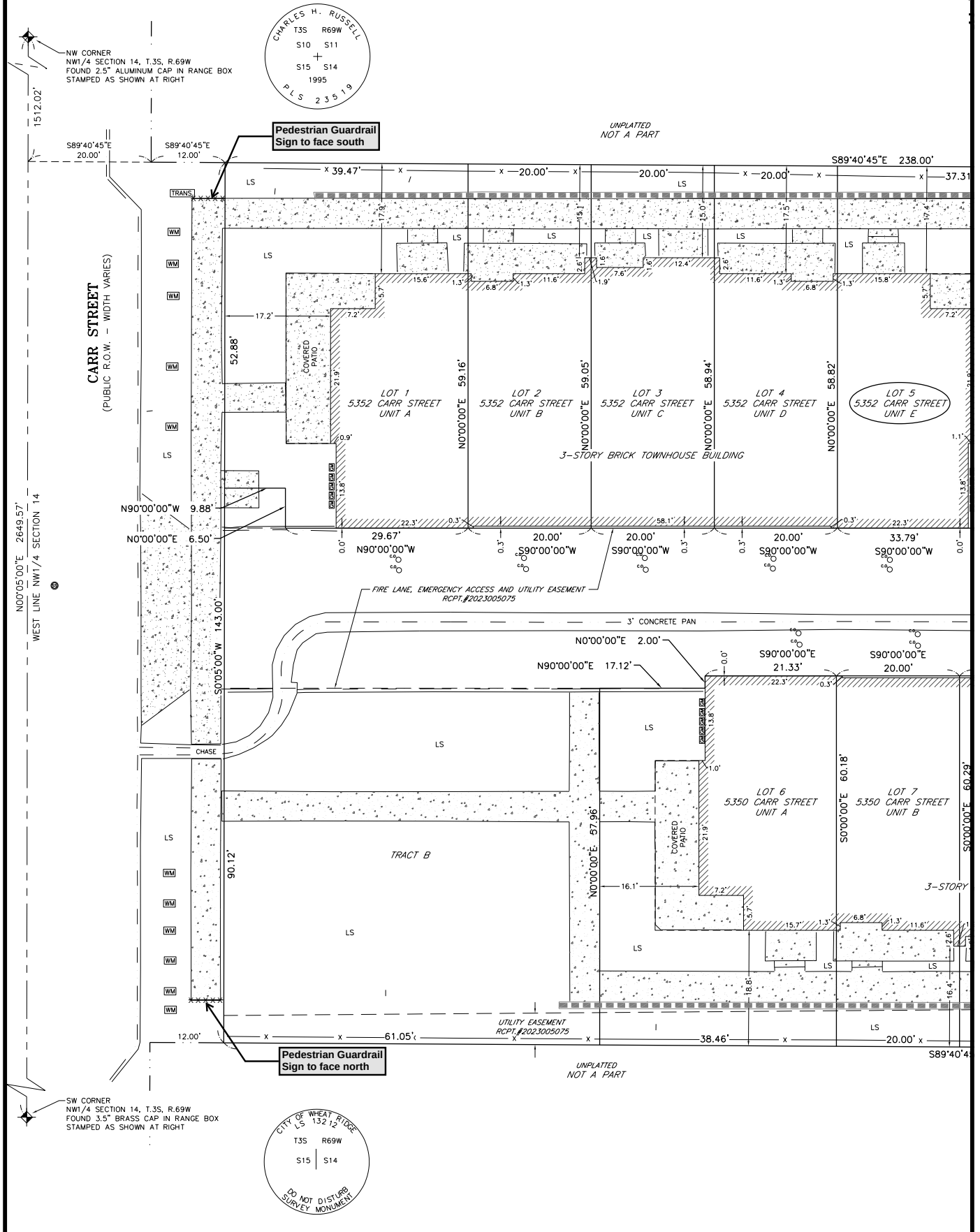
Witness my hand and official seal.

Notary Public

My commission expires:

EXHIBIT A
AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA
AND ORIGINS AT OLDE TOWN OWNER ASSOCIATION, INC. FOR
THE GRANT OF A REVOCABLE ENCROACHMENT LICENSE TO
ACCOMMODATE TWO PEDESTRIAN GUARDRAILS ALONG A
PORTION OF THE PUBLIC SIDEWALK ADJACENT TO 5350 CARR
STREET UNIT A AND 5352 CARR STREET UNIT A, WITHIN PUBLIC
RIGHT OF WAY

Exhibit A





REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.6.

TO: THE HONORABLE CITY COUNCIL

DATE: May 20, 2024

SUBJECT: R24-054, A Resolution Approving an Agreement by and between the City of Arvada and Origins at Olde Town Owner Association, Inc. for the grant of a revocable encroachment license to accommodate a pedestrian guardrail along a portion of the public sidewalk adjacent to 5430 Carr Street unit A, within public right of way

Report in Brief

Origins at Olde Town Owner Association, Inc. is the home owner's association for the townhome development at 5430 and 5450 Carr Street. They are requesting a revocable encroachment license to leave as constructed, a pedestrian guardrail within the public right of way. There is a significant grade change between the southern end of the sidewalk and the adjacent property. The pedestrian guardrail acts as a barrier to prevent people from falling off the sidewalk.

R24-054, A Resolution Approving an Agreement by and between the City of Arvada and origins at Olde Town Owner Association, Inc. for the grant of a revocable encroachment license to accommodate a pedestrian guardrail along a portion of the public sidewalk adjacent to 5430 Carr Street unit A, within public right of way.

Financial Impact

There is no financial impact.

Background

The townhome development at 5430 and 5450 consists of nine units on individual lots in two buildings and was platted as Carr Street Townhomes Minor Plat in 2022. The sidewalk constructed with this development is the only sidewalk on the east side of the 5400 block of Carr Street. There is a significant grade change between the sidewalk and the adjacent property to the south. If the property to the south redevelops, it will be required to construct a sidewalk that ties into the existing sidewalk and the pedestrian guardrail will be removed.

Discussion

It is the responsibility of the applicant to justify the requested land use application. The City Council should make a determination regarding the granting of the license based on its findings regarding the approval criteria shown in the table(s) below. The City team has evaluated the request and determined that the license will not impact City infrastructure and is acceptable.

Community and Economic Development team members performed an analysis of the proposal, based on the approval criteria listed in Section 3 of the Land Development Code, and presents the following findings:

Div. 8-3-5-8B Revocable Right-of-Way License Agreement	Finding	Rationale
1. The applicant agrees to the terms of a Revocable Right-of-Way License Agreement in a form approved by the City Attorney, including any insurance provision and provision that indemnify and hold the City harmless from future damages or liability claims.	Complies	The applicant has signed the Revocable Right-of-Way License Agreement.

SUBJECT: R24-054, A Resolution Approving an Agreement by and between the City of Arvada and Origins at Olde Town Owner Association, Inc. for the grant of a revocable encroachment license to accommodate a pedestrian guardrail along a portion of the public sidewalk adjacent to 5430 Carr Street unit A, within public right of way

PAGE: 2
ITEM: 8.A.6.

2. The proposed sign, structure, or use complies with all applicable use, development, and design standards set forth in this LDC and the City of Arvada Municipal Code that have not otherwise been modified or waived.	Complies	The pedestrian guardrail complies with all applicable standards.
3. The proposed sign, structure, or use shall not interfere with street intersection visibility, materially impede access to utilities or other facilities, or in any other way adversely affect the public health, safety, or welfare.	Complies	The pedestrian guardrail does not interfere with street intersection visibility and does not affect any utility infrastructure or adversely affect public health, safety, or welfare. The pedestrian guardrail was constructed for the safety of pedestrians.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

A Planning Commission public hearing is not required by the Land Development Code for this type of application.

Strategic Alignment

The recommended action aligns with the Community and Economic Development Priority Area of the City Council Strategic Plan.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada Team recommends that the City Council approves R24-054, A Resolution Approving an Agreement by and between the City of Arvada and Origins at Olde Town Owner Association, Inc. for the grant of a revocable encroachment license to accommodate a pedestrian guardrail along a portion of the public sidewalk adjacent to 5430 Carr Street unit A, within public right of way.

Suggested Motion:

I move that R24-054, A Resolution Approving an Agreement by and between the City of Arvada and Origins at Olde Town Owner Association, Inc. for the grant of a revocable encroachment license to accommodate a pedestrian guardrail along a portion of the public sidewalk adjacent to 5430 Carr Street unit A, within public right of way, be (approved) (rejected).

Prepared by:
Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

SUBJECT: R24-054, A Resolution Approving an Agreement by and between the City of Arvada and Origins at Olde Town Owner Association, Inc. for the grant of a revocable encroachment license to accommodate a pedestrian guardrail along a portion of the public sidewalk adjacent to 5430 Carr Street unit A, within public right of way

PAGE: 3
ITEM: 8.A.6.

Jacob Nitchals, Senior Planner	4/29/2024
Rob Smetana, Planning Manager	4/30/2024
Jessica Garner, Director of Community and Economic Development	4/30/2024
Gail Walker, Legal Specialist-Contracts	5/1/2024
Emily Grogg, Senior Assistant City Attorney	5/1/2024
Linda Haley, Deputy City Manager	5/1/2024
Rachel Morris, City Attorney	5/3/2024
Lorie Gillis, City Manager	5/6/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-054

A RESOLUTION APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND ORIGINS AT OLDE TOWN OWNER ASSOCIATION, INC. FOR THE GRANT OF A REVOCABLE ENCROACHMENT LICENSE TO ACCOMMODATE A PEDESTRIAN GUARDRAIL ALONG A PORTION OF THE PUBLIC SIDEWALK ADJACENT TO 5430 CARR STREET UNIT A, WITHIN PUBLIC RIGHT OF WAY

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, a Revocable Encroachment License, which is in substantially the same form as that attached hereto, by and between the City of Arvada and Origins at Olde Town Owner Association, Inc.

Section 2. The City of Arvada hereby accepts a grant of a revocable encroachment license to accommodate a pedestrian guardrail along a portion of the public sidewalk adjacent to 5430 Carr Street Unit A, within public right of way.

Section 3. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 20th day of May, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____

**AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA
AND ORIGINS AT OLDE TOWN OWNER ASSOCIATION, INC. FOR
THE GRANT OF A REVOCABLE ENCROACHMENT LICENSE TO
ACCOMMODATE A PEDESTRIAN GUARDRAIL ALONG A PORTION
OF THE PUBLIC SIDEWALK ADJACENT TO 5430 CARR STREET
UNIT A, WITHIN PUBLIC RIGHT OF WAY**

1.0 **PARTIES.** The parties to this Agreement are the City of Arvada, a Colorado municipal corporation ("Arvada") at 8101 Ralston Road, Arvada, Colorado 80002 and Origins at Olde Town Owner Association, Inc., a Colorado nonprofit corporation, owner of the unaddressed common area ("Licensee") associated with the recent townhome development at 5430 & 5450 Carr Street, Arvada, Colorado 80002.

2.0 **RECITALS AND PURPOSE.**

2.1 Licensee is the owner of the unaddressed common area associated with the townhome development at 5430 and 5450 Carr Street in the City of Arvada, more particularly described as Tract B, Carr Street Townhomes Minor Plat Reception No. 2022054202 ("Licensee's Property").

2.2 Arvada is the owner of properties, or has some interest in properties, located adjacent to and in the vicinity of Licensee's Property in the 5400 block of Carr Street, as more particularly described in Exhibit A, attached and incorporated herein ("Arvada's Property").

2.3 The Licensee has expressed a desire for Arvada to recognize, accommodate, and permit certain minor encroachments upon a specific and limited portion of Arvada's Property; to wit, a Pedestrian Guardrail along a portion of the sidewalk upon Arvada's Property described in Exhibit A.

2.4 Arvada is willing to grant an encroachment license to the Licensee under the terms and conditions as hereinafter specified in this Agreement.

3.0 **TERMS AND CONDITIONS.** In consideration of Arvada's agreement to permit the Licensee to encroach upon Arvada's Property, and in consideration of the mutual promises and covenants contained herein, the sufficiency and adequacy of consideration being acknowledged by the parties, Arvada and Licensee agree as follows:

3.1 Arvada hereby grants to the Licensee a License for the encroachments as described above, with such limitations as are set forth herein, including, but not limited to:

3.1.1 A reflective sign must be maintained in good condition on the southernmost segment of the Pedestrian Guardrail. The sign shall be mounted so that the reflective sign faces north. The sign size, design, location, and the manner in which it is affixed to the Pedestrian Guardrail shall be approved by the City of Arvada.

3.1.2 Any improvements allowed by this Agreement to be kept upon Arvada's Property shall be so kept at Licensee's sole expense and Licensee agrees to maintain any such improvement in good repair during the period of this License.

3.1.3 Licensee understands and agrees that Arvada shall not be liable or responsible for any costs related to any damage, maintenance, repair, or removal of any structures kept upon Arvada's Property pursuant to this Agreement.

3.2 The license as granted in paragraph 3.1 above shall continue from the date of this Agreement to the time that this Agreement is terminated. Arvada may terminate this License at any time by giving written notice to the Licensee ten (10) days in advance of the effective date of termination and specifying the date of termination therein and, in the event this License is terminated as to such encroachments, Licensee expressly agrees to remove such from Arvada's Property and to return Arvada's Property to as close to its original condition as reasonably possible, within 30 days of said date of termination.

3.3 Licensee expressly agrees to indemnify and hold harmless Arvada and any of its officers or employees from any and all claims, damages, liability, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, in connection with, arising out of, or related to the issuance of this License or any omission or act of commission by Licensee or any of its employees, agents, representatives, or contractors in encroaching upon Arvada's Property.

3.4 Licensee agrees that it will never institute any action or suit at law or in equity against Arvada or any of its officers or employees, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, or compensation for or on account of any damages, loss, or injury either to person or property, or both, known or unknown, past, present, or future, arising from the license granted to Licensee herein.

3.5 Licensee agrees to provide, secure, and maintain at all times during the term of this License commercial general liability insurance of at least \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000, naming Arvada as an additional insured on the policy. Failure to maintain sufficient insurance shall not terminate, modify, preclude or limit the obligations of Licensee under this License or limit in any way Licensee's liability to or indemnification of Arvada for any reason. Arvada does not waive, nor shall anything herein be construed as a waiver of, any of the rights, privileges, or immunities granted to it under the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as amended.

3.6 Licensee agrees to repair and reconstruct any damage to Arvada's Property prior to or immediately upon termination of this Agreement for any reason and return Arvada's Property to its original condition at the expense of Licensee and at no expense to Arvada.

4.0 **ASSIGNMENT.** Except as may be the legal consequence, pursuant to paragraph

10 hereof, of a conveyance of Licensee's Property, this Agreement shall not be assigned by Licensee without the prior written consent of Arvada which may withhold its consent for any reason.

5.0 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if personally served or if sent by facsimile transmission or by U.S. mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as have been previously furnished in writing, to the other party and parties. Notice shall be deemed to have been given when deposited in the United States mail.

6.0 EXHIBITS. All exhibits, if any, referred to in this Agreement are, by reference, incorporated herein for all purposes.

7.0 INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

8.0 GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the appropriate court for Jefferson County, Colorado.

9.0 WAIVER OF BREACH. A waiver by any party of this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of either party.

10.0 BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns and shall constitute covenants running with Licensee's Property. Either party may record this Agreement with the Clerk and Recorder's Office of Jefferson County, Colorado.

11.0 NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Arvada and the Licensee, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of Arvada and the Licensee that any person other than Arvada or the Licensee receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

DATED this _____ day of _____, 2024.

CITY OF ARVADA,
a Colorado municipal corporation

Lauren Simpson, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____

INC,
 LICENSEE:
 ORIGINS AT OLDE TOWN OWNER ASSOCIATION
 a Colorado nonprofit corporation

Justin D. Boehm, Director & Incorporator

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Justin D. Boehm in their capacity as Director and Incorporator of Origins at Olde Town Owners Association Inc, the owner of Tract B, Carr Street Townhomes Minor Plat Reception No. 2022054202.

Witness my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT A
AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA
AND ORIGINS AT OLDE TOWN OWNER ASSOCIATION, INC. FOR THE GRANT
OF A REVOCABLE ENCROACHMENT LICENSE TO ACCOMMODATE A
PEDESTRIAN GUARDRAIL ALONG A PORTION OF THE PUBLIC SIDEWALK
ADJACENT TO 5430 CARR STREET UNIT A, WITHIN PUBLIC RIGHT OF WAY

Exhibit A

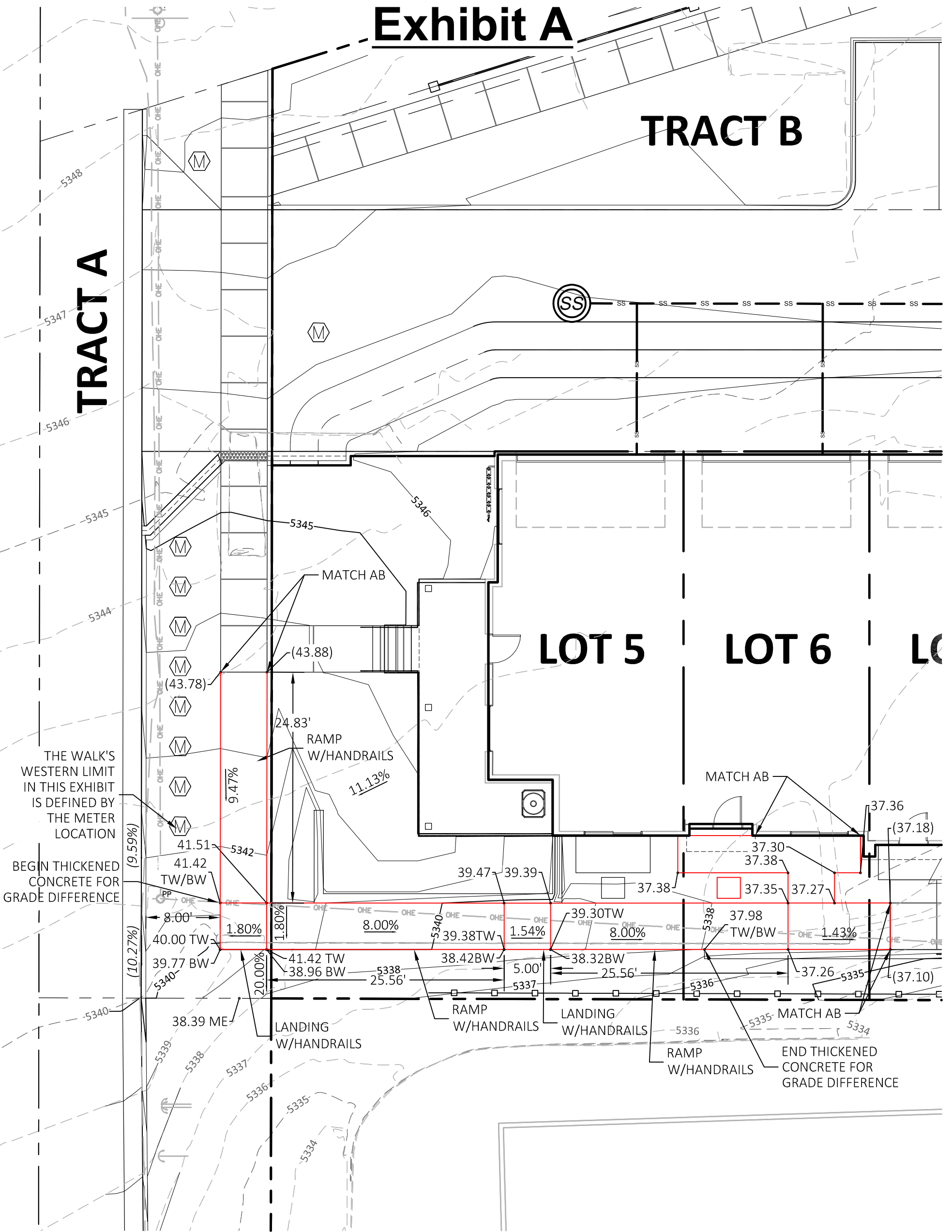
TRACT B

TRACT A

LOT 5

LOT 6

LOT 7





REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.7.

TO: THE HONORABLE CITY COUNCIL

DATE: May 20, 2024

SUBJECT: R24-055, A Resolution Approving a Lease Agreement by and between the City of Arvada and GoFarm for Agricultural Production on Approximately 3.5 Acres of Land at Hills at Standley Lake Park at 8412 Alkire Street, Arvada, Colorado 80005

Report in Brief

PRESENTER: Enessa Janes, Director of Vibrant Community and Neighborhoods

Arvada owns Hills at Standley Lake Park, which is a 17-acre neighborhood park located at 8412 Alkire Street, Arvada, Colorado 80005. Approximately 3.5 acres on the southwest portion of the park is dedicated for community agriculture. Arvada is seeking to lease that portion of the park for agricultural production to GoFarm.

On February 7, 2024, Arvada issued a Request for Proposal for Agricultural Production at Hills at Standley Lake Park, RFP 24-VCN-019 ("RFP"), seeking proposals from qualified organizations to foster a more sustainable community through a community-oriented, local food production site that also provides educational opportunities for both the community and farmers throughout the year.

Arvada has determined that GoFarm has the requisite background, capacity, skills, expertise, employees, and insurance to meet Arvada's goals for the property under the terms and conditions set forth in the lease agreement.

The Arvada team recommends that the City Council approve R24-055, A Resolution Approving a Lease Agreement by and between the City of Arvada and GoFarm for Agricultural Production on Approximately 3.5 Acres of Land at Hills at Standley Lake Park at 8412 Alkire Street, Arvada, Colorado 80005.

Financial Impact

There is no financial impact to the city associated with the approval of this resolution. GoFarm will not be charged rent for the lease of the property. GoFarm will be responsible for the cost of all utilities and other assessments levied against the property. GoFarm will also pay for and provide all grounds maintenance services on the property.

Background

Arvada is a vibrant and growing city with a rich agricultural history, and a record of pioneering innovations in food and agriculture. In 2012, the City of Arvada unveiled Sustain Arvada, a plan honoring Arvada's heritage and promoting thoughtful future use of resources to positively affect long-term social, environmental, and economic outcomes. Within the Sustain Arvada plan, the city identified local food as a community-building resource that could contribute to local vitality through improved physical health and strengthened social ties.

Arvada prides itself on supporting active and healthy lifestyles. From 2014 to 2016, Arvada participated in the Colorado Health Foundation's Healthy Places initiative. Arvada achieved LiveWell Colorado's "Elite Status" for building a healthy community. The City's health-focused efforts included improved pedestrian infrastructure, reduced-cost access to health programs, and improved wayfinding. During this time Arvada was also awarded the Silver Level Bicycle Friendly Community award by the League of American Bicyclists for its nearly 150-mile trail system.

Discussion

The City of Arvada further recognizes that sustainable agricultural practices have direct positive impacts on public and private land, and embraces policies and programs specifically intended to encourage environmental stewardship.

The City of Arvada updated the Comprehensive Plan in 2014 and made it easier for private landowners to use their land for agriculture and food production. The 2016 Parks, Trails, and Open Space Master Plan, based on extensive public outreach, confirmed the public's priority on agriculture and food production. A Community Food Assessment, completed by the City of Arvada in 2017, made recommendations to shape future policy around food access and distribution.

In 2018, following the completion of the Community Food Assessment, the city developed a Community Agriculture Master Plan. The master plan outlines ways that Arvada can improve community health and wellbeing along several dimensions including; facilitating greater community access to healthy food choices, encouraging the development of a more self-reliant and robust local food system, providing educational opportunities in the areas of food and agriculture, and promoting food and agriculture-based economic development opportunities that create jobs and re-circulate financial capital within the community. Making use of the publicly-owned sites identified in the plan was one of the recommendations of the assessment. The 3.5 acre site located at 8412 Alkire Street was identified as an opportunity area and has been used for community agriculture for the past five years.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

Strategic Alignment

This work supports the Vibrant Community and Neighborhoods Priority Area of the City Council Strategic Plan and the following Principles:

"Fosters strategic partnerships to advance quality of life and achieve an inclusive, equitable, diverse, resilient and sustainable community."

Alternative Courses of Action

ALT1: Approve R24-055, A Resolution Approving a Lease Agreement by and between the City of Arvada and GoFarm for Agricultural Production on Approximately 3.5 Acres of Land at Hills at Standley Lake Park at 8412 Alkire Street, Arvada, Colorado 80005

ALT2: Do not approve R24-055, A Resolution Approving a Lease Agreement by and between the City of Arvada and GoFarm for Agricultural Production on Approximately 3.5 Acres of Land at Hills at Standley Lake Park at 8412 Alkire Street, Arvada, Colorado 80005

Recommendation for Action

The Arvada team recommends that the City Council approve Alternative No. 1.

Approve R24-055, A Resolution Approving a Lease Agreement by and between the City of Arvada and GoFarm for Agricultural Production on Approximately 3.5 Acres of Land at Hills at Standley Lake Park at 8412 Alkire Street, Arvada, Colorado 80005

Suggested Motion:

SUBJECT: R24-055, A Resolution Approving a Lease Agreement by and between the City of Arvada and GoFarm for Agricultural Production on Approximately 3.5 Acres of Land at Hills at Standley Lake Park at 8412 Alkire Street, Arvada, Colorado 80005

PAGE: 3
ITEM: 8.A.7.

I move that R24-055, A Resolution Approving a Lease Agreement by and between the City of Arvada and GoFarm for Agricultural Production on Approximately 3.5 Acres of Land at Hills at Standley Lake Park at 8412 Alkire Street, Arvada, Colorado 80005, be (approved) (rejected).

Prepared by:

Enessa Janes, Director of Vibrant Community and Neighborhoods

Reviewed by:

Approved by:

Enessa Janes, Director of Vibrant Community and Neighborhoods	4/29/2024
Bryan Archer, Director of Finance	5/1/2024
Gail Walker, Legal Specialist-Contracts	5/2/2024
Janelle Miller, Assistant City Attorney	5/2/2024
Don Wick, Deputy City Manager	5/2/2024
Rachel Morris, City Attorney	5/3/2024
Lorie Gillis, City Manager	5/6/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-055

A RESOLUTION APPROVING A LEASE AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND GOFARM FOR AGRICULTURAL PRODUCTION ON APPROXIMATELY 3.5 ACRES OF LAND AT HILLS AT STANDLEY LAKE PARK AT 8412 ALKIRE STREET, ARVADA, COLORADO 80005

WHEREAS, Arvada owns Hills at Standley Lake Park, which is a 17-acre neighborhood park located at 8412 Alkire Street, Arvada, Colorado 80005; and

WHEREAS, approximately 3.5 acres on the southwest portion of the park is dedicated for community agriculture (“the Property”); and

WHEREAS, Arvada wishes to lease the Property to GoFarm, a non-profit corporation, that has the requisite background, bandwidth, skill, expertise, employees, and insurance to meet Arvada’s goals for the Property under the terms and conditions as set forth in the attached Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, the attached Lease Agreement, which is in substantially the same form as that attached hereto, by and between the City of Arvada and GoFarm for the lease of approximately 3.5 acres of agricultural land located at 8412 Alkire Street, Arvada, Colorado 80005.

Section 2. This Resolution shall be effective upon its approval by the Arvada City Council.

APPROVED AND ADOPTED this 20th day of May, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

Attention: Project Owner
Contract Review

This agreement is being submitted for your review, approval or comments. Please ensure the contract captures the project details.

Approved by:

Project Owner

Enessa Janes
Name: Enessa Janes

This cover page confirms you have reviewed the contract being submitted to the vendor and provides an opportunity for you to return the contract to the City Attorney's Office with any comments and/or suggested revisions.

If the contract captures the project details, please initial to complete this transaction to send the contract to the vendor. However, if you have comments and/or suggested revisions, please select the "Add Comment" icon. You will be provided a text box to include any comments/suggested revisions. Once complete hit "Post."

Please contact Gail Walker at (720) 898-7187 if you have any questions.

**A LEASE AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND GOFARM
FOR AGRICULTURAL PRODUCTION ON APPROXIMATELY 3.5 ACRES OF LAND
AT HILLS AT STANDLEY LAKE PARK AT 8412 ALKIRE ST.**

1. PARTIES. The parties to this Lease Agreement are the City of Arvada, a Colorado home rule municipal corporation whose principal place of business is located at 8101 Ralston Road, Arvada, Colorado 80002 (“Arvada” or “Lessor”) and GoFarm, a Colorado non-profit corporation whose principal place of is located at 1301 Arapahoe St. Suite 105, Golden, Colorado 80401 (“Lessee”), collectively referred to as (“Parties”).

2. RECITALS AND PURPOSE.

2.1. Arvada owns Hills at Standley Lake Park, which is a 17-acre neighborhood park located at 8412 Alkire Street, Arvada, Colorado 80005. Approximately 3.5 acres on the southwest portion of the park is dedicated for community agriculture. Arvada is seeking to lease that portion of the park for agricultural production (“the Property”). The Property is depicted in Exhibit 1.

2.2. On February 7, 2024, Arvada issued a Request for Proposal for Agricultural Production at Hills at Standley Lake Park, RFP 24-VCN-019 (“RFP”), seeking proposals from qualified organizations to foster a more sustainable community through a community-oriented, local food production site that also provides educational opportunities for both the community and farmers throughout the year (the “Work”).

2.3. On March 4, 2024, Lessee submitted its proposal for agricultural production in response to the RFP (“Response”).

2.4. The Parties desire to enter into this Lease Agreement to define all rights, duties, and liabilities of the Parties during the term described herein.

2.5. Arvada has determined that Lessee has the requisite background, bandwidth, skill, expertise, employees, and insurance to meet Arvada’s goals for the Property under the terms and conditions more fully set forth below.

2.6. In consideration with the terms and conditions herein reserved and the keeping and performance of the covenants and agreements by the Lessee as set forth herein, the Lessor hereby leases unto the Lessee, for agricultural production purposes, the Property situated in the County of Jefferson and State of Colorado described in Exhibit 1.

3. CONTRACT DOCUMENTS.

3.1. Contract Documents. The Contract Documents shall consist of this Lease Agreement together with the following:

EXHIBIT 1: Legal Description & Map of the Leased Property;

EXHIBIT 2: Arvada’s RFP 24-VCN-019 (including embedded Exhibits A & B); and

EXHIBIT 3: Lessee's Response.

All exhibits referred to in this Agreement are attached hereto and are, by reference, incorporated herein for all purposes.

- 3.2. Interpretation of Contract Documents. In the event any matter, term, provision, or condition that is the subject of this Lease Agreement requires clarification or is in dispute, or is the subject of a difference of opinion, then the terms of this Agreement shall control, and then the terms of Exhibit 2, and then Exhibit 1, and then Exhibit 3, in that order.

4. TERM.

- 4.1. Term. The term of this Lease Agreement shall be five years from the date of execution of this lease agreement, unless otherwise agreed to in writing by the Parties.
- 4.2. Renewal. The Lease Agreement may be renewed by Arvada for no more than two consecutive five-year renewal terms. Renewals will be automatic unless the Lease Agreement is terminated.

5. ARVADA'S RESPONSIBILITIES.

- 5.1. Arvada will provide the Property as is.
- 5.2. Arvada will provide water to the Property subject to payment by Lessee at a rate in accordance with §102-177 of the Arvada City Code.
- 5.3. Arvada will comply with all designated responsibilities set forth in Exhibit B of Arvada's RFP, Exhibit 2.

6. LESSEE'S RESPONSIBILITIES.

- 6.1. Lessee will comply with all maintenance requirements and other designated responsibilities set forth in Exhibit B of Arvada's RFP, Exhibit 2.
- 6.2. Lessee must familiarize itself with Titles I, II, and III of the Americans with Disabilities Act of 1990 ("ADA"), 42 USC § 12111-12117, § 12131-12165, and § 12181-12189, and comply with all regulations therein or as amended. Lessee agrees that its website is, and will remain, ADA compliant and compliant with Colorado House Bill 21-1110 during the pendency of this Lease. Lessee shall comply with Title II and Title III provisions relating to physical access to the Property, effective communication, and access to any of Lessee's programs, services, or activities provided through the use of the Property or funded, in whole or in part, by Arvada. In the event Lessee receives an ADA complaint, Lessee shall notify Arvada's ADA Coordinator in writing within 7 calendar days of receiving the complaint. The Parties agree to cooperate in resolving any ADA complaint.
- 6.3. Lessee will not smoke or vape on the premises or allow any member of the public to smoke or vape pursuant to §70-149 and §38-304 of Arvada City Code.

- 6.4. Lessee agrees that all alterations, changes, and improvements built, constructed, or placed on the Property by Lessee, with the exception of fixtures removable without damage to the Property and movable personal property, shall be the property of Arvada and remain on the Property at the expiration or sooner termination of this Lease.
- 6.5. Lessee acknowledges that all personal property of any kind in the Property is at the sole risk of the Lessee, and Arvada is not liable for any damage or loss of such personal property;
- 6.6. Lessee will not commit, cause to be committed, or allow to be committed, any waste in or upon said Property or any part thereof, or otherwise degrade the condition of the Property;
- 6.7. Lessee will remove and control noxious weeds. Lessee will not remove or damage any trees on the Property without written permission from Arvada.
- 6.8. At the expiration of this Lease, Lessee will promptly surrender and deliver up said Property in like good order and condition to Arvada.
- 6.9. Lessee agrees it will not modify, move, or remove any structures, fences, or site elements without prior written approval by Arvada. The specific use of the structures shall be subject to approval by Arvada. Arvada reserves the right to prohibit use or access by the Lessee of any of the structures if the proposed use is inconsistent with the purpose of the Lease Agreement.

7. ARVADA'S PROPERTY ACCESS.

- 7.1. Arvada may access all parts of the Property, in such a manner as will minimize disruption to events or activities to the extent reasonably practicable, for the purposes of:
 - 7.1.1. Performing, administering, or enforcing this Lease Agreement;
 - 7.1.2. Examining, inspecting, evaluating, planning, making any agreed upon repairs or maintenance, designing, showing, or otherwise administering the building or grounds; and/or
 - 7.1.3. Performing Arvada's regulatory, law enforcement, and other governmental duties.
- 7.2. Arvada reserves the right to conduct health and safety inspections of the Property.

8. TERMINATION.

- 8.1. Either Party may terminate this Lease Agreement for convenience upon 90 days written notice to the other Party.

- 8.2. If the Lessee is in default in any of the covenants or agreements herein to be performed by such Lessee, which default remains uncorrected for a period of 14 days after Arvada has provided the Lessee with written notice thereof, Arvada shall have the option, without liability for trespass or for damages, to enter onto the Property and declare the term of the defaulting Lessee's lease terminated, and repossess the Property, and expel the Lessee, all without prejudice to any other remedies available to Arvada for breach of covenant. Arvada may also sue monthly to recover all rent, damages, litigation costs, and attorney's fees.
9. **PROJECT MANAGER.** Arvada designates Enessa Janes as Arvada's Project Manager. Ms. Janes (ejanes@arvada.org) will be Arvada's responsible staff member to provide direction to Lessee during the course of the Work. Arvada reserves the right to change the Project Manager(s) at its discretion and will promptly notify Lessee of any such change in writing. Lessee designates Virginia Ortiz as Lessee's Project Manager. Ms. Ortiz (virginia@gofarm.org) will be Lessee's primary contact person during the course of this Lease Agreement. Lessee may change the Project Manager(s) with the Arvada's prior written approval.
10. **FORCE MAJEURE.** Any delays in or failure of performance by any Party of its obligations under the Lease Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.
11. **TERMS AND CONDITIONS IN THE CONTRACT DOCUMENTS.** Lessee affirms that it has read and is familiar with all of the Contract Documents including the General Terms and Conditions and Special Terms and Conditions set forth in the City's solicitation or otherwise attached to this Agreement, and agrees to be bound by those Terms and Conditions.
12. **NOTICES.** Any notice required or permitted by this Lease Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the United States mail.
13. **INTEGRATION, AMENDMENT, AND SEVERABILITY.** This Lease Agreement represents the entire agreement between the Parties; there are no oral or collateral agreements or understandings. The Parties, by mutual agreement, may amend this Lease Agreement at any time. Any amendments must be in writing and will be incorporated into and made a part of this Lease Agreement. If any provision in this Lease Agreement is held to be invalid or unenforceable, the remainder of this Lease Agreement will be deemed severable, and as such, the remaining provisions will continue in full force and effect.
14. **BINDING AUTHORITY.** Lessee represents and affirms that the signature page hereof accurately states the full legal name of Lessee (whether as a corporation, partnership, limited

liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Lessee, has been properly acknowledged and in all other respects is effective to bind Lessee, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, Leases, or similar sources of authority or limitation.

DATED THIS _____ day of _____, 2024.

CITY OF ARVADA, a Colorado home rule municipal corporation

Lauren Simpson, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: Janelle Miller

GOFARM, a Colorado non-profit corporation

Virginia Ortiz

Virginia Ortiz, Executive Director
1301 Arapahoe St.
Suite 105
Golden, CO 80401

EXHIBIT 1

**A LEASE AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND GOFARM
FOR AGRICULTURAL PRODUCTION ON APPROXIMATELY 3.5 ACRES OF LAND
AT HILLS AT STANDLEY LAKE PARK AT 8412 ALKIRE ST.**

Exhibit 1

Page 1 of 2

Agricultural Lease Area:

(All Books, Pages, and Reception Nos. cited herein refer to the records of the Jefferson County Clerk and Recorder)

A parcel being a portion of that land acquired by the City of Arvada by commissioner's deed recorded April 16, 2001 at Reception No. F1218075 and situated in the Southwest One-Quarter (SW $\frac{1}{4}$) of Section 29, Township 2 South, Range 69 West, of the 6th Principal Meridian, in the City of Arvada, County of Jefferson, State of Colorado, more particularly described as follows:

BEGINNING at a point on the south line of the total parcel described at Reception No. F1218075, said point being 34.0 feet east of the southwest corner of said total parcel;

Thence northerly and parallel to the west line of said total parcel 290.0 feet;

Thence easterly and parallel to the south line of said total parcel 416.0 feet;

Thence southeasterly 220.1 feet to a point being 614.0 feet easterly, as measured by right angles, from the west line of said total parcel and 144.0 feet northerly, as measured by right angles, from the south line of said total parcel;

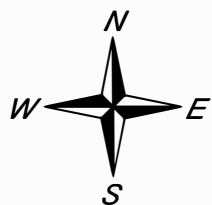
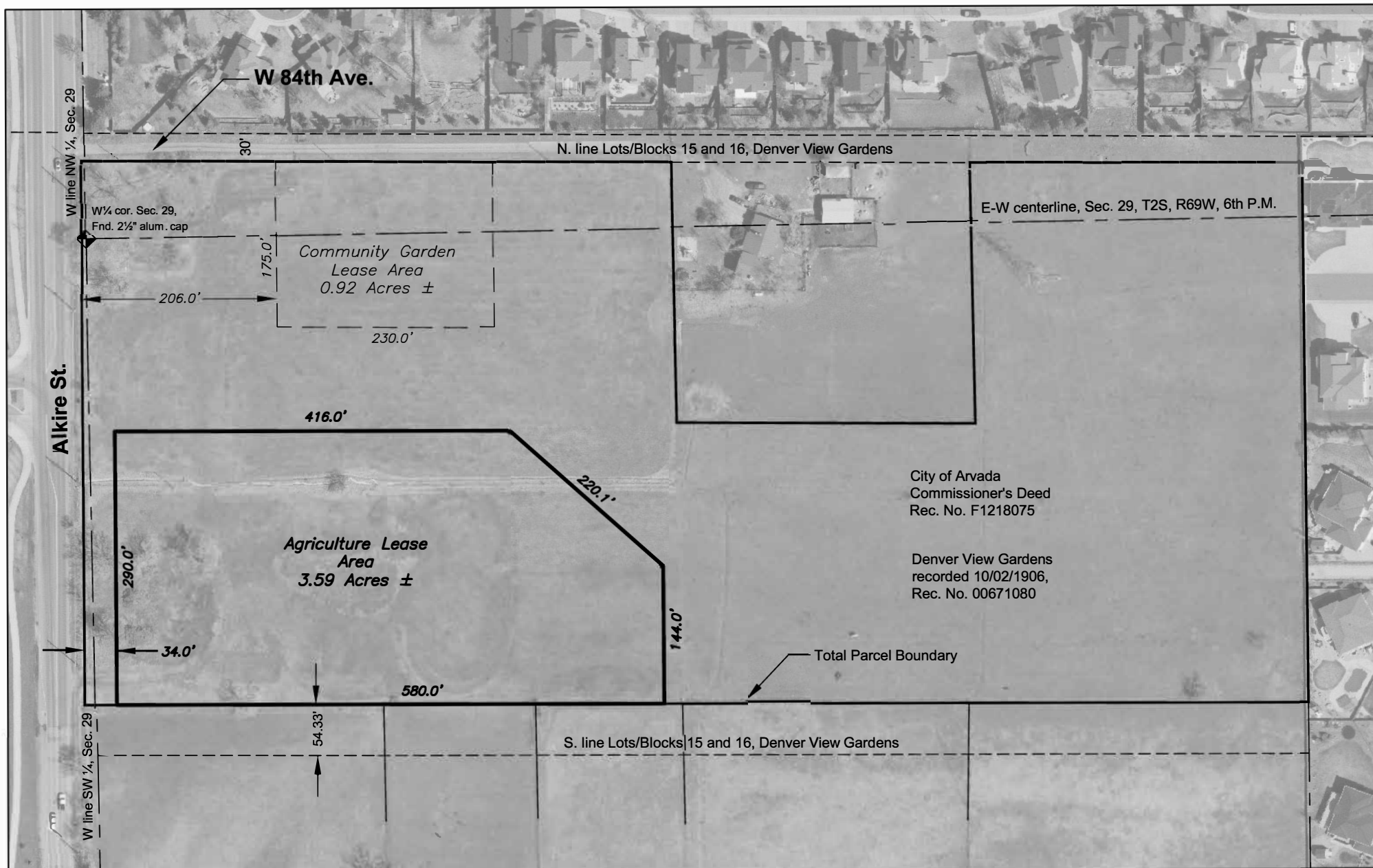
Thence southerly and parallel to the west line of said total parcel 144.0 feet to a point on the south line of said total parcel;

Thence westerly along said south line of total parcel 580.0 feet to the **POINT OF BEGINNING;**

The parcel described above contains a total area of 3.59 acres, more or less.

Prepared by: Wilhelm J. Dougherty, PLS 23496
City of Arvada
P.O. Box 8101
Arvada, CO 80001-8101

Date: January 11, 2012



Not to Scale

EXHIBIT 1 (Agriculture Lease Area)

EXHIBIT 2

**A LEASE AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND GOFARM
FOR AGRICULTURAL PRODUCTION ON APPROXIMATELY 3.5 ACRES OF LAND
AT HILLS AT STANDLEY LAKE PARK AT 8412 ALKIRE ST.**



REQUEST FOR PROPOSAL

Proposal #: 24-VCN-019

Title: Agricultural Production at Hills at Standley Lake Park

RFP Issued: February 7, 2024

Pre-proposal Meeting: February 22, 2024 11:00 AM MT **MANDATORY ATTENDANCE**
Location: Hills at Standley Lake Park, 8412 Alkire Street, Arvada, CO

Question Deadline: February 27, 2024 2:00 PM MT
Questions must be submitted through BidnetDirect.com.
Responses will be posted on Bidnet via addendum.

Proposals Due By: **March 8, 2024 2:00 PM MT**

Electronic Submissions must be submitted online at BidNetDirect.com.
This is the only valid source for postings regarding this solicitation.

Late responses will not be considered for award.

For additional administrative information not related to the project contact: Dawn Krank, dkrank@arvada.org
Contact with the requesting department may result in vendor disqualification.

Arvada Vision: We dream big and deliver.

Mission: We are dedicated to delivering superior services to enhance the lives of everyone in our community.

Values:

- Innovation** – We excel in creativity, flexibility and the use of best practices while valuing diverse backgrounds, ideas and perspectives.
- Passion** – We are a high performing, inclusive team inspiring each other to pursue excellence.
- Opportunity** – We value our diversity, embrace possibilities, face challenges, persevere and take action to deliver quality results.

Documents included in this Request:

General Terms and Conditions	page 2-4
Special Terms and Conditions	page 4-5
Insurance Requirements	page 5-6
Administrative Instructions and Evaluation Criteria	page 6-8
Statement of Work	page 9-10
Required Vendor Submittal Form, Submittal Checklist	page 11-12
Performance Measures Form	page 13

Exhibits:

- Exhibit A — Lease Area Legal Description and Exhibit
- Exhibit B — Community Agriculture Maintenance Requirements

GENERAL TERMS AND CONDITIONS

1. **NO MULTI-YEAR FISCAL OBLIGATION.** Financial obligations of Arvada payable after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available by the City Council for Arvada. Arvada's obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of Arvada within the meaning of Article X, Section 20 of the Colorado Constitution (TABOR).
2. **TAXES.** Arvada shall not be liable for the payment of any excise, sales, or use taxes. Arvada is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-01789). Contractor shall not invoice Arvada for any state, federal or local taxes. Upon written notification by Arvada, Contractor shall reimburse Arvada in a timely manner for any taxes erroneously paid by Arvada.
3. **NO INDEMNIFICATION BY ARVADA.** Arvada is prohibited under Article XI, Section 1 of the Colorado Constitution from indemnifying anyone. Despite any provision in any contract document to the contrary, Arvada does not indemnify Contractor or anyone else under the Agreement.
4. **INDEMNIFICATION OF ARVADA.** Contractor shall indemnify, defend, and hold harmless Arvada, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys' fees and related costs) arising from or related to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with the Agreement.
 - 4.1. **Confidential Information Indemnification.** Disclosure or use of Arvada Confidential Information by Contractor may be cause for legal action by third parties against Contractor, Arvada, or their respective agents. Contractor shall indemnify, defend, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by Arvada in relation to any act or omission by Contractor, or its employees, agents, assigns, or subcontractors.
 - 4.2. **Intellectual Property Indemnification.** Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work provided by Contractor under the Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is (a) provided by Contractor or Contractor's subsidiaries or affiliates; (b) specified by Contractor to work with the IP Deliverables; (c) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (d) is reasonably expected to be used in combination with the IP Deliverables.
5. **GOVERNMENTAL IMMUNITY.** Liability for claims for injuries to persons or property arising from the negligence of Arvada, its departments, boards, commissions, committees, bureaus, offices, employees and officials shall be governed by the provisions of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (CGIA). No term or condition of the Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions contained in the CGIA.
6. **OPEN RECORD REQUESTS.** Arvada is obligated to comply with the Colorado Open Records Act (C.R.S. §§24-72-200.1 *et seq.*)(CORA), which may require Arvada to disclose all or a portion of communications relating to the Agreement, any transaction under the Agreement, and other related matters. Contractor has been advised to familiarize itself with CORA. Any confidentiality provisions in any contract documents are subject to the provisions of CORA.
7. **PROTECTION OF PERSONAL IDENTIFYING INFORMATION.** In the event the Agreement includes or requires Arvada to disclose to Contractor any Personal Identifying Information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, *et seq.*, relating to third-party service providers.
8. **NO THIRD PARTY BENEFICIARIES.** The Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than Arvada and Contractor. Enforcement of the Agreement and all related rights and obligations are reserved solely to Arvada and Contractor. Any services or benefits which third parties receive as a result of the Agreement are incidental and do not create any rights for such third parties.
9. **ASSIGNMENT.** Contractor's rights and obligations under the Agreement are personal and may not be transferred or assigned without the prior, written consent of Arvada. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by Arvada shall be subject to the provisions of the Agreement. Any provision of an assignment that enlarges any duty, responsibility, or obligation of Arvada, or that limits, curtails, or diminishes any right or privilege of Arvada, without Arvada's express written consent, shall be void.
10. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns.

11. **SURVIVAL.** Any provision of the Agreement that imposes an obligation on a party after the Agreement's termination or expiration shall survive the termination or expiration and shall be enforceable by the other party.
12. **SUBCONTRACTS.** Contractor shall not subcontract any of its responsibilities without Arvada's prior written approval, which will not be unreasonably withheld. Contractor shall submit to Arvada a copy of each such subcontract upon Arvada's request. All subcontracts Contractor enters into in connection with the Agreement shall comply with all applicable federal, state, and local laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of the Agreement. Contractor agrees it is fully responsible for subcontractors performing services under the Agreement. Contractor shall be Arvada's sole point of contact regarding the services, including with respect to payment.
13. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties under the Agreement as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of Arvada. Contractor shall not have authorization, express or implied, to bind Arvada to any agreement, liability, or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through Arvada and Arvada shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement. Contractor shall: (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law; (ii) provide proof thereof when requested by Arvada; and (iii) be solely responsible for its acts and those of its employees and agents.**
14. **LICENSES, PERMITS, AND OTHER AUTHORIZATIONS.** Contractor shall secure, prior to the effective date, and maintain at all times during the term of the Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under the Agreement, and shall ensure that all employees, agents and subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to the Agreement.
15. **STANDARD AND MANNER OF PERFORMANCE.** Contractor shall perform its obligations under the Agreement in accordance with the highest standards of care, skill, and diligence in Contractor's industry, trade, or profession.
16. **TIME OF THE ESSENCE.** Contractor acknowledges and agrees that time is of the essence for this Agreement and that it is an essential term of this Agreement that Contractor maintain a rate of progress in the Services that will result in completion of the Services in accordance with this Agreement. To that end, Contractor agrees to proceed with all due diligence to complete the Services in a timely manner in accordance with this Agreement, and further agrees that failure to complete any of the Services during the Term of this Agreement, or as may be more specifically set forth in an attachment, exhibit, or modification, shall be deemed a breach.
17. **WAIVER OF BREACH.** A waiver by any party to the Agreement of a breach of any Agreement term shall not operate or be construed as a waiver of any subsequent breach by either party.
18. **RIGHT TO TERMINATE.** Arvada shall have the right to terminate, without cause, the Agreement. Any such termination shall not be considered a breach of the Agreement or any extension. In the event Arvada terminates for convenience, Arvada will pay Contractor for requested work performed up until the time of termination, not to exceed the total amount of the contract price agreed upon by Arvada and Contractor.
19. **EXTERNAL TERMS AND CONDITIONS.** Notwithstanding anything to the contrary, Arvada shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in the Agreement.
20. **PROHIBITED TERMS.** Any term included in the Agreement that requires Arvada to indemnify or hold Contractor harmless; requires Arvada to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Any term included in the Agreement that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under the Agreement, and no insurance policy shall be interpreted as being subject to any limitations of liability of the Agreement.
21. **COMPLIANCE WITH ALL LAWS.** Contractor shall comply with all applicable federal, Colorado and Arvada laws, rules, regulations, policies and procedures in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

22. **BINDING ARBITRATION PROHIBITED.** Arvada does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary shall be null and void.
23. **GOVERNING LAW AND VENUE.** Colorado law, rules, and regulations shall be applied in the interpretation, execution, and enforcement of the Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to the Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in Jefferson County.
24. **OWNERSHIP OF WORK PRODUCT.** The originals of all plans, reports, studies, data, or other materials or information relating to the Work that are produced by Contractor shall be delivered to and become the property of Arvada. Contractor may retain copies of any originals; however, no plans, reports, studies, data, or other materials or information relating to the Work shall be released to any person or entity without the prior written consent of Arvada. Nothing in this clause is intended to affect Contractor's right to use generic know-how learned in the course of providing services under the Agreement for the future benefit of Arvada or others.
25. **SOFTWARE PIRACY PROHIBITION.** Arvada or other public funds payable under the Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of the Agreement and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If Arvada determines that Contractor is in violation of this provision, Arvada may exercise any remedy available at law or in equity or under the Agreement, including, without limitation, immediate termination of the Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.
26. **ACCESSIBILITY COMPLIANCE.**
- 26.1 Arvada is obligated to comply with the Colorado Anti-Discrimination Act (C.R.S. §§24-34-300 et seq.)("CADA"), which requires all digital and online platform and content providers to comply with the minimum Accessibility Standards for Individuals with a Disability, adopted by the Colorado Office of Information Technology ("OIT") under C.R.S §24-85-103(2.5). Contractor has been advised to familiarize itself with CADA.
- 26.2 To the extent the Work or any of Contractor's services provided under the Agreement involves digital, technological components, including but not limited to software, websites, applications, digital documents (the "Material"), all Material shall comply with the OIT's currently adopted minimum Accessibility Standards for Individuals with a Disability at all times.
- 26.3 Contractor shall indemnify, save, and hold harmless Arvada, its employees, agents and assignees (the "Indemnified Parties") against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relationship to Contractor's failure to comply with Section (26.2) above.
- 26.4 Upon Arvada's request, Contractor shall certify to Arvada that its service(s) and digital documents are compliant with Section (26.2) above. Arvada may require Contractor's compliance to the OIT's currently adopted minimum standards of accessibility to be determined by a third party selected by Arvada to attest to Contractor's compliance.

SPECIAL TERMS AND CONDITIONS

1. PRICES FIXED AND FIRM FOR THE TERM OF THE CONTRACT

Prices proposed by the vendor shall remain fixed and firm during the term of the contract; however, the vendor may offer incentive discounts from the fixed price. This contract shall commence upon the date specified in the Contract or Purchase Order and shall remain in effect until such time as all items/services purchased in conjunction with this solicitation have been delivered and accepted by the City's authorized representative. It shall be understood and agreed that any warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

2. OPTION TO RENEW FOR SUBSEQUENT YEARS

The agricultural operation quoted in this Solicitation shall prevail for five years from the effective date of the contract, at which time the City shall have the option to renew the contract for two additional five year periods; provided that the vendor provided satisfactory performance during the contract period. Continuation of the contract beyond the initial period is a City prerogative and not a right of the vendor. Unless otherwise notified in writing, the option period shall become automatic at the end of the original period. During the option period, the City will not consider an adjustment to the pricing structure. For consideration, the vendor must document that it was subject to a price adjustment by the product manufacturer or a direct wholesale supplier. Any price adjustments shall not exceed the amount being passed on.

3. CONTENTS OF OFFER

Vendors are required to submit offers with the following conditions:

- a. Vendors shall make all investigations necessary to inform themselves of the facilities affected by the delivery of products and

services required by the Solicitation.

- b. Any official interpretation of the Solicitation may only be issued by an authorized agent of the City. The City shall not be responsible for other interpretations offered by employees not authorized.
- c. The City shall issue Addenda if substantial changes are required which may impact the content and submission of Offers. A copy of such addenda will be publicly posted with the original RFP posting.
- d. The apparent silence or omissions within this Solicitation regarding a detailed description of the materials or services shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be provided.

4. CLARIFICATION AND MODIFICATIONS

The contract resulting from this solicitation will be subject to the Solicitation materials, City Ordinance, State and Federal Statutes. When conflicts occur, the highest authority shall prevail. Vendors are required to indicate any variances to the terms, conditions, requirements and specifications of this Solicitation; no matter how slight. If variations are not stated in the vendor's Offer, it shall be agreed that the vendor's Offer fully complies with all conditions identified in this Solicitation.

5. ELIGIBILITY OF VENDORS: MUST BE ENGAGED IN SUPPLYING PRODUCTS OR SERVICES RENDERED

Offers will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services described in this Solicitation. Vendors must be able to produce evidence that they have an established satisfactory record of performance for at least two (2) years and have sufficient finances and structure to ensure that they can satisfactorily execute the Contract requirements, as determined by authorities of the City. The City reserves the right, before awarding the contract, to require a vendor to submit evidence of its qualifications including, but not limited to, financial, technical and other qualifications, as well as past performance with the City, for consideration in making the award in the best interest of the City.

6. CONFIDENTIAL DOCUMENTS

Vendors may designate specific pages or sections within their submission as trade secret or confidential commercial information or as otherwise protected by law ("Confidential Information"). Documents and data that are considered Confidential Information shall be clearly marked as such and separated from the rest of the solicitation submission documents. Comingling is not acceptable. The City does not favor blanket assertions of Confidential Information. Please note that blanket assertions that merely classify and/or broadly claim information is confidential are insufficient as a matter of law. See, *International Brotherhood of Electrical Workers Local 68 v. Denver Metropolitan Major League Baseball Stadium District*, 880 P.2d 160 (Colo.App. 1994). Any information that will be included in any resulting contract cannot be considered Confidential. Under no circumstances may submission pricing information be considered Confidential. In the event a formal contract is entered into with the City and a portion of the Proposal/Response carries a designation indicating the Vendor believes it is Confidential Information, then the City agrees that it will use its best efforts to forward any request for the disclosure of the Confidential Information to the Vendor. By its submission of the Proposal/Response, Vendor agrees to promptly respond to the request for disclosure with any objections and reasons therefor in accordance with the Colorado Open Records Act C.R.S. §§24-72-101 *et seq.* and any other applicable law. Further, Vendor agrees to assume the obligation to defend, hold harmless, and indemnify the City in any legal proceeding that arises from non-disclosure of documents or data pursuant to the Vendor's objection.

7. COOPERATIVE PURCHASING

The City of Arvada encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental agencies including the Multiple Assembly of Procurement Officials and the Cooperative Educational Purchasing Council (CPEC).

We hereby request that any member of MAPO/CPEC be permitted to avail itself of this contract and purchase, as specified by the contract resulting from this RFP, at the contract prices established therein. Each governmental entity would establish its own contract, issue its own orders, be invoiced directly, make its own payments and issue its own exemption certificates as required. It is understood and agreed that the City of Arvada is not a legally binding party to any contractual agreement made between another governmental entity and the successful vendor as a result of this solicitation. The City shall not be liable for any costs or damages incurred by any other entity.

8. MODIFICATIONS TO EXISTING CONTRACT

Terms and conditions may be added, modified, and deleted upon mutual agreement between authorized agents of the City and the vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities, and increases or decreases in the time limits for an existing contract. Any and all modifications must be signed by authorized agents of the City and the vendor prior to the enactment of such modifications.

INSURANCE REQUIREMENTS

The following listed insurance requirements shall be carried by the selected vendor for the entirety of the contract. Applicable requirements for this solicitation are identified by completed check boxes.

1. ☒ **Commercial General Liability**, written on an occurrence form, for limits not less than \$1,000,000 for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.
2. ☒ **Workers' Compensation and Employers Liability** as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$1,000,000 each accident/disease and \$2,000,000 aggregate.

3. ☒ **Automobile Liability** for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.
4. ☐ **Umbrella Liability** of \$, following form to the Commercial General Liability.
5. ☐ **Builders Risk or Course of Construction** Purchased by contractor to cover physical damage to property in construction or rehab. Contractors will ensure that City and subcontractors will be covered as additional insureds, excluding their own machinery, tools and equipment.
6. ☐ **Professional Liability** Professional Liability insurance in an amount of not less than \$1,000,000 per occurrence, covering the professional work contemplated under this proposal. The coverage shall have an extended reporting period of three (3) years following the date of substantial completion of the work for reporting of claims.
7. ☒ **Pollution Legal Liability Insurance** for limits not less than \$1,000,000 per occurrence (or claims made) and not less than \$1,000,000 aggregate for bodily Injury, personal Injury and property Damage.
8. ☐ **Privacy/Network/Cyber Liability Insurance** for limits not less than \$1,000,000 for any firm providing product or services associated with IT, software, communication, or network.

Additional Insurance Requirements:

- Contractor will be required to, at its own expense, keep in full force and effect during the term of the Agreement, and during the term of any extension or amendment of the Agreement, insurance reasonably sufficient to insure against the liability assumed by Contractor pursuant to the provisions of the solicitation sent by the City of Arvada or as determined by the City of Arvada Risk Manager.
- Issuance of a Purchase Order/Contract is contingent upon the receipt of the insurance documents. Work shall not commence before this requirement is met. If the vendor fails to submit the required insurance documents within fifteen (15) calendar days after notice to submit such policies is given to the vendor by a City representative, the vendor may be in default of the Award.
- Except for Workers Compensation, Employer's Liability insurance, Automobile Liability and Professional Liability insurance, the City of Arvada must be endorsed as an additional insured on a Certificate of Insurance.
- All coverage must be written with carriers holding a minimum A.M. Best rating of A-:VII, and authorized to do business in Colorado. Coverage shall be primary, and any insurance held by the City of Arvada is excess and non-contributory.
- The City, through its Risk Manager, reserves the right to require additional insurance coverage and other requirements.

ADMINISTRATIVE INFORMATION

1. PURPOSE - TO OBTAIN PROPOSALS

The purpose of this Solicitation is to provide qualified vendors with sufficient information regarding the City's needs in order to adequately prepare and submit a Proposal. Proposals must be received by the date and time established in this solicitation. Once the deadline has passed, Proposals will not be able to upload to the BidNet site. Proposals are proprietary working documents offered by prospective vendors and, as such, are not subject to public inspections until an official award is made.

2. PREPARATION AND SUBMISSION

Offers will be prepared as follow:

- a. A blank shall be construed as "No Bid/not offered". Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- b. Vendors will not knowingly participate in solicitations where there exists a conflict of interest with their firm and a member of City staff or their immediate family.
- c. Solicitations and addenda are available at WWW.BIDNETDIRECT.COM. Registration is available to receive email notification of new solicitations, addenda and communications.
- d. Vendors who qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award, must include such alternate terms and conditions in its Offer. The City reserves the right to declare the vendor's Offer as non-responsive if any of these alternate terms and conditions are in conflict with the City's terms and conditions, or its best interest.
- e. Once Offers have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.

3. MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to Offers- Changes to the Offer after the submission deadline shall be allowed only when the vendor can show convincing evidence that an unintentional factual mistake was made. Modification requests must be made in writing. Any modification submitted to the City must have the vendor's name, address, Solicitation Number and title included.

Withdrawal of Offers- Offers may not be withdrawn after the deadline for the Solicitation for a period of ninety (90) calendar days. If an Offer is withdrawn by the vendor during this ninety (90) day period, the City may, at its option, suspend the vendor and may not accept any Offer from the vendor for a six (6) month period following the withdrawal.

4. REJECTION OF OFFERS

- a. The City may reject an offer, in whole or in part, for reasons including, but not be limited to:
 - i. The vendor misstates or conceals any material fact in its Proposal;
 - ii. The vendor's Offer does not strictly conform to the law or requirements of the Solicitation;
 - iii. The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Special Conditions;
 - iv. The Offer does not include documents which are required for submission with the Offer; or
 - v. The Offer has not been executed by the vendor through an authorized signature.
- b. The City may, at its sole and absolute discretion:
 - i. Reject all or parts of Offers submitted by prospective vendors;
 - ii. Re-advertise this Solicitation;
 - iii. Postpone or cancel the Solicitation;
 - iv. An Offer may not be accepted from, nor any contract be awarded to, any person or firm which
 - (a) is in arrears to the City for any debt or Contract, or is a defaulter as surety for any obligation to the City.
 - (b) has failed to faithfully perform any previous contract with the City, State or Federal governmental for a minimum period of one (1) year after this previous Contract was terminated for cause.
 - (c) has pending litigation against the City on the date and time that the Solicitation is due.

5. BEST VALUE AGENCY

The City of Arvada is a best value agency. Best value means a technique in a competitive solicitation process which emphasizes value over price and permits the evaluation of criteria such as, but not limited to, qualifications, experience, and performance data to determine the best overall value to the city. It is solely incumbent on the staff of the City of Arvada to conduct due diligence to determine best value prior to award.

6. METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN PROPOSAL:

The selection process will consist of evaluation of qualified proposals received based on the criteria outlined in this RFP. Presentations may be requested to confirm or clarify the information contained in the proposal responses. It is the intent of the City to award a contract to the vendor(s) who receives the highest score from the City's RFP Evaluation Committee.

The Committee will score written Proposals by reviewing documentation submitted by the vendors. Evaluation will be based on the following criteria:

1. Proposal organization and quality of answers to the Proposal Details and Format Requirements section specified below.
2. Proposed operation in support of local food production in alignment with City objectives, including business plan, equity considerations, farming and stewardship practices and yield.
3. Proposed community benefit plan, including distribution plan, events, volunteer programs, and educational opportunities available to the general public.
4. Agricultural experience and past performance in agricultural endeavors.
5. Ability to meet financial demands, and equipment and labor needs for the proposed operation.
6. References.

Exceptions to specifications or terms and conditions may result in submission being deemed non-responsive.

7. PRESENTATIONS

A second phase MAY be incorporated, in which the Committee will invite a limited number of vendors who received high scores during phase one, to provide an oral presentation. The evaluative score from the oral presentations will determine the top rated vendor(s).

8. PROPOSAL DETAILS AND FORMAT REQUIREMENTS

Written proposals should include the information in the format outlined below and be limited to no more than twenty-five (25) pages. Required City forms, resumes, title pages are excluded from page count. Information should be concise, without extraneous content. Refrain from submitting generic marketing materials, alternate and unapproved agreements, and any other information not requested.

All information should be contained in one pdf file, with sections bookmarked. The file name should start with the proposer's name, then the proposal number. Embedded links for required information are NOT acceptable. All information that proposers want evaluated must be contained in the pdf file.

In your proposal, please describe the operation you propose with as much detail as possible. Please include organic and/or sustainable approaches and other practices that conserve soil, water, and other resources. Please address the following key points as applicable and add other relevant information as necessary.

1. If you are currently involved in other agricultural enterprises, briefly describe the operation(s) and your background and experience. Include general locations, types and amounts of produce, and a brief summary of your customer base and business model, etc. How will the agricultural land you are proposing to lease fit in with the rest of your operation and mission?

2. Please describe your agricultural background, desire and need to lease this piece of property at Hills at Standley Lake Park.
3. Business Plan for use of land at Hills at Standley Lake Park – including the following elements for review:
 - a. Introduction and Strategic Planning
 - b. Overview of Operations
 - c. Mission/Vision Statement
 - d. Goals and objectives
 - e. Approximate crop yield (pounds of food) and crop types produced annually, annual animal product yield, and irrigation water used annually. A minimum of 50% of the site must be dedicated to food production. If operations are to be increased over time, provide expected yields over sequential years.
 - f. Anticipated months land will be used, and days / times of day operators and / or volunteers present on site
4. Marketing
 - a. Define your customer base / market
 - b. Essential venues, channels and partners
5. Enterprise Planning, Distribution and Costs
 - a. Brief overview of production plan
 - b. Costs estimates for whole operation
 - c. Produce / commodity distribution in the City of Arvada:
 - i. Location, frequency, and duration plan including CSA program and venues such as the Arvada Farmers Market, Veggie Van, local restaurants, market stand, Arvada Community Table, etc. A minimum of 50% customer base must be within the City of Arvada.
 - ii. Farm product supplementation plan. Describe plan, if any for supplemental products supporting your operation, including fruit growers distribution, animal products, etc
 - iii. General costing structure produce / commodities for general public purchase at major distribution venues. Please note participation / incentives for federal nutrition program customers (EBT/SNAP). An example of CSA box contents, pick up frequency, and cost for subscribers should also be included.
 - e. Site Plan
 - iv. Conceptual site plan
 - v. Ongoing Maintenance plan: mowing, weed management, and compost / waste removal plan.
6. Describe how you will meet the labor demands for the proposed operation. Are you involved in your agricultural enterprises on a full-time basis? If not, what percentage of your time is dedicated to agricultural pursuits? Will you be hiring full-time or part-time workers? Are you relying on volunteers, and if so what is your recruitment and retention plan to ensure labor sustainability over time?
7. How do you intend to incorporate the community into your site? Do you foresee holding educational gardening classes on site, doing presentations in the city, hosting special events, festivals, hosting volunteer hours, and/or other opportunities? A robust educational, community engagement component is mandatory.
8. Please list the machinery and equipment needs for your planned operation on the property. Include type of machinery or tools, ownership (own, lease, borrow, hire custom), and storage plan if kept on site. Please address hours of operation, noise mitigation plan, dust and odor mitigation plan, and maintenance plan including containment, removal and disposal of hazardous leaks, spills or fluids.
9. Please describe your grounds maintenance plan, including trash containment and removal, mowing and grounds cleanup, field maintenance and cleanup, etc.
10. If you plan to manage an organic operation, please describe your experience in organic production. If your operation requires use of pesticides (any of Insecticides, Herbicides, Rodenticides, Bactericides, Fungicides, Larvicides) please describe need, types, application, and storage plan.
11. Please provide a minimum of 3 professional references that are familiar with your agricultural and business experience, and disclose their relationship to you.

STATEMENT OF WORK

BACKGROUND

The City of Arvada (City) is committed to creating a sustainable community by encouraging practices through the Sustain Arvada Plan. Within the Vibrant Community and Neighborhoods section of the City of Arvada Comprehensive Plan, the City has removed zoning code barriers in order to enable more opportunities for Community Agriculture and to provide more locally grown fresh foods, establish more community gardens and farmers' markets, and to create an overall awareness and education about the value of local foods. As well, the 2016 Parks, Trails and Open Space Master Plan includes goals and objectives to further community agriculture opportunities throughout the City based on public interest received.

There are myriad benefits associated with encouraging community agriculture. The social impacts bring families and communities together over their food being grown closer to home, and the neighborhoods are gaining exposure and enabling discussion about where our foods come from. Environmentally, community agriculture decreases the miles non-locally grown food must travel to reach us (greenhouse gas emission reduction), and it would aid in topsoil and erosion control by utilizing the soil to grow foods rather than altering it in an unnatural way in order to build upon it. Finally, the economy benefits from employing local farmers by leasing this land to them, which creates a more local food source, rather than heavily depending upon imported foods.

PURPOSE

- A. Food Production: The purpose of this Request for Proposals (RFP) is to continue to capture the productivity of approximately 3.5 acres of land at 8412 Alkire Street, Arvada by continuing a community-oriented and local food production site initiated in 2012. The current operator's lease will not renew in 2024. The intent is to find a reliable farmer or organization who has extensive experience cultivating produce using organic practices and who would benefit from leasing approximately 3.5 acres from the City of Arvada to grow and distribute food for the local community.

The City of Arvada feels that continuing a locally-grown operation on this parcel will support a sense of awareness towards locally-grown foods, and will help to address the "local food desert" problem by providing an opportunity for getting local crops to residents, stores, restaurants and farmers' markets, while providing farmers with the land to farm and sell their crops for a minimal fee. The City of Arvada aims to sustain the community-oriented site to fit in with the existing rural residential landscape of the area.

- B. Education & Public Outreach: The lessee will provide education/public outreach opportunities that benefit both the community and farmers throughout the year. The successful operator will be willing to work with the City to create these opportunities for the public. Additional event-specific permitting through the City may be required for certain special events.

SITE INFORMATION

Location: 8412 Alkire Street, Arvada, CO 80005

Hills at Standley Lake Park is a 17-acre neighborhood park designed with significant community input in 2011, with the intention to dedicate the western half of the site to community agriculture. Taking access from Alkire Street, Rose Roots Community Garden comprises 1 acre on the northwest and is operated through Denver Urban Gardens. The current site available for lease comprises approximately 3.5 acres on the southwest. The A-1 Agricultural District zoning allows limited production of agricultural crops and livestock animals.

1. Lease Fee: The farmer will lease the land from the City for no fee. The length of the lease is 5 years, with two 5 year renewal options.
2. Water Fee & Irrigation: Water is available each season April - October 1 (exact dates are weather dependent) and delivered to the site in two locations: 1) serving the farm building via hose attachment at wash sink, and 2) riser spigot at the northwest corner of the existing field. Permanent irrigation within the fields will remain on site. The leaseholder shall pay the City for metered water used, at the City of Arvada Parks potable water rate, updated annually, and can be found in Section 102.77 of the Arvada Municipal Code. The 2024 rate is \$3.20 / 1,000 gallons.
3. Electrical Service: Electrical service is provided by Xcel Energy and powers the permanent structure, and irrigation clock / controller and shade pavilion outside of the lease area serving Rose Roots Community Garden.

The lessee is responsible for paying for all utility charges for electricity, internet, telecom or other assessments levied against the property.

4. **Structures & Storage:** The lease includes exclusive farmer use of a permanent 600-square foot farm stand structure owned and maintained by the City and serving as a local produce outlet for the surrounding community. The specialized structure features include an overhead garage door, electrical service, refrigeration / cooler operated by a 1-year old A/C unit and exterior wash sink. The wash sink is stored inside the building through winter. Tilting farm stand tables are also included for farmer use. Any other structures should be temporary in nature; structures over 120 square feet require a permit from the City of Arvada Building Department. Within the farm building substantial farming equipment owned by the prior operator exists and is available for private sale by the prior farmer. A tractor with brush hog, disc, scraper and row layer as well as rototiller and other farm equipment are among items available for sale.
5. **Farm Area:** Fencing surrounding the CSA exists; additional fencing would need to be approved by the Parks Manager and installed by and paid for by the lessee.
6. **Sanitation:** If a portalet is desired, that cost and coordination is the responsibility of the lessee. Trash removal service shall be scheduled and paid for by the lessee. A compost bin system existing will remain.
7. **Public Access & Parking:** Access is via the west side of the property on Alkire Street. An off-street asphalt milling parking lot serving approximately 20 vehicles exists to serve the community garden, park, and visitors and customers of the CSA. An unpaved access point on Alkire Street directly serving the CSA operators also exists. No parking is permitted on Alkire Street and no parking expansion is planned.
8. **Neighborhood & Visual Considerations:** The City strives for this to be a well-kept farm operation. To this end it is required that the lessee follow the Arvada Community Agriculture Maintenance Requirements as set forth in Attachment B. All storage, plants, temporary structures, etc. on the site must first be approved by the Parks Manager. All hoop-houses, row crop covers and agricultural plastics will be contained and kept in good condition. The tenant is required to maintain and secure row covers, produce boxes, and agricultural/horticultural plastics (flats, 6-packs, pots, greenhouse poly film, tarps, plastic mulch, drip tape, etc.) away from the production area and store these and any other field production supplies and harvest supplies, whenever possible, in a storage facility. All operational trash and debris must be maintained in an orderly manner and removed weekly by lessee from the site. Maintaining the least amount of non-critical production and harvest materials in the field is preferable. The leaseholder shall mitigate noise, wind erosion and offensive odors. A 15-foot minimum set back from any residential property line shall be maintained by lessee. Lessee shall preserve view corridors across the property, for example, by coordinating with the City on the location of any proposed trees, shrubs, or temporary structures.

REQUIRED VENDOR SUBMITTAL FORM**SUBMITTED BY:**

Company Name: _____

Contact Names: Sales/Customer Service _____

Address: _____

Phone: (_____) _____ Email(s): _____

The undersigned hereby affirms that:

- They are a duly authorized agent of the vendor;
- They have read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accepts and acknowledges this offer is consistent with the specifications and terms and conditions, unless specific variations have been clearly and expressly listed in the offer.
- The Offer is in all respects fair, without outside collusion or otherwise illegal action.

By: _____
Signature of Authorized Agent Date FEIN_____
Typed/Printed Name of Agent Title of Agent Agent emailType of Business: Corporation, State of Incorporation _____ Partnership (general)
Partnership (limited) Sole Proprietorship Limited Liability Company Other _____

Address of main business office, principal factory, or warehouse if different from above:

Principal line of business: _____

Number of years in present business: _____

REFERENCES:

- Check here if Firm's standard reference sheet is attached, otherwise, use the space below.

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

References continued:

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

PAYMENT TERMS: If the vendor does not accept a percentage discount, the City standard is net thirty (30) days after the date that the City receives an accurate invoice and has accepted the product or service. Payment is the date of the check mailing or date of the credit card transaction.

Discount: ____ % ____ Days, Net: 30 Days, Accept Visa without additional fee? _____**SUBMITTAL CHECKLIST:**

Proposals shall be submitted in the order listed below, unless otherwise directed in Administrative Information, with each section clearly identified. **Missing information or required documents may result in submission being deemed non-responsive.**

- ☐ Submit **one** pdf document, unless instructed to include Excel file of Bid Schedule, on-line at BidnetDirect.com (File Name: Company name – Solicitation number)
- ☐ Proposal – Follow the format outlined in 8. PROPOSAL DETAILS AND FORMAT REQUIREMENTS of the Administrative Information section of this RFP document.
- ☐ Submit completed, signed Required Vendor Submittal Form, Performance Measures (if applicable), and any other attachments requested.

CONFIRM:

- ☐ CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.
- ☐ VARIATIONS: Checking this box indicates that the vendor has variations to this solicitation. Identify all variations and exceptions to this solicitation on a separate sheet/s of paper. If variations are not stated in the vendor's Offer, it shall be agreed that the vendor's Offer fully complies with all conditions identified in this Solicitation. For each variation listed, reference the applicable section of the solicitation document, the page number, and the variance. Submittal of a Vendor Contract is considered excessive in Variations and may be cause for determining that the Bid/Offer is non-responsive and ineligible for award.
- ☐ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed as a variation.
- ☐ Initial to acknowledge receipt Addenda, if any:

#1 _____ #2 _____ #3 _____

VENDOR NAME: _____

SOLICITATION # _____

PERFORMANCE MEASURES FORM INSTRUCTIONS:

The City has incorporated Performance Management into its organizational culture. When vendors submit offers to the City in response to solicitations for **Services** (not associated with the primary purchase of goods, supplies, or software), they shall identify the methods and goals by which the City will monitor and report on the Vendor's performance providing those services to the City. Vendor's performance shall be documented as to (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation.

1. Vendor will define 1-2 measures for (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation, that follow S.M.A.R.T goals: Specific, Measurable, Achievable, Relevant, and Timely, per category.

2. The awarded vendor will be evaluated by the City per these defined metrics 2 months prior to contract renewal. The department will review with the vendor any measures needing improvement.

SERVICES means: the furnishing of labor, time, effort, maintenance, etc., by a vendor/contractor/consultant, with an initial contract amount of more than \$15,000.

(a) Price/Cost

Example Measure: Consultant will submit detailed invoices substantiating amounts requested.

1. _____
2. _____

(b) Punctuality/Responsiveness

Example Measure: Reporting of project status will occur monthly with the City and consultant's Project Manager.

1. _____
2. _____

(c) Quality/Reliability

Example Measure: Revisions are drafted within two weeks, and no more than 3 revisions prior to final draft.

1. _____
2. _____

(d) Sustainability and/or Innovation

Example Measure: Digital reports delivered to the City 95% of the time will to reduce the use of paper.

1. _____
2. _____

Performance measures will be queried for every year of the contract. Performance measures reporting will be considered when renewing or awarding a contract with a vendor.

Exhibit 'A'

Page 1 of 2

Agricultural Lease Area:

(All Books, Pages, and Reception Nos. cited herein refer to the records of the Jefferson County Clerk and Recorder)

A parcel being a portion of that land acquired by the City of Arvada by commissioner's deed recorded April 16, 2001 at Reception No. F1218075 and situated in the Southwest One-Quarter (SW¼) of Section 29, Township 2 South, Range 69 West, of the 6th Principal Meridian, in the City of Arvada, County of Jefferson, State of Colorado, more particularly described as follows:

BEGINNING at a point on the south line of the total parcel described at Reception No. F1218075, said point being 34.0 feet east of the southwest corner of said total parcel;

Thence northerly and parallel to the west line of said total parcel 290.0 feet;

Thence easterly and parallel to the south line of said total parcel 416.0 feet;

Thence southeasterly 220.1 feet to a point being 614.0 feet easterly, as measured by right angles, from the west line of said total parcel and 144.0 feet northerly, as measured by right angles, from the south line of said total parcel;

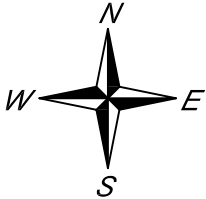
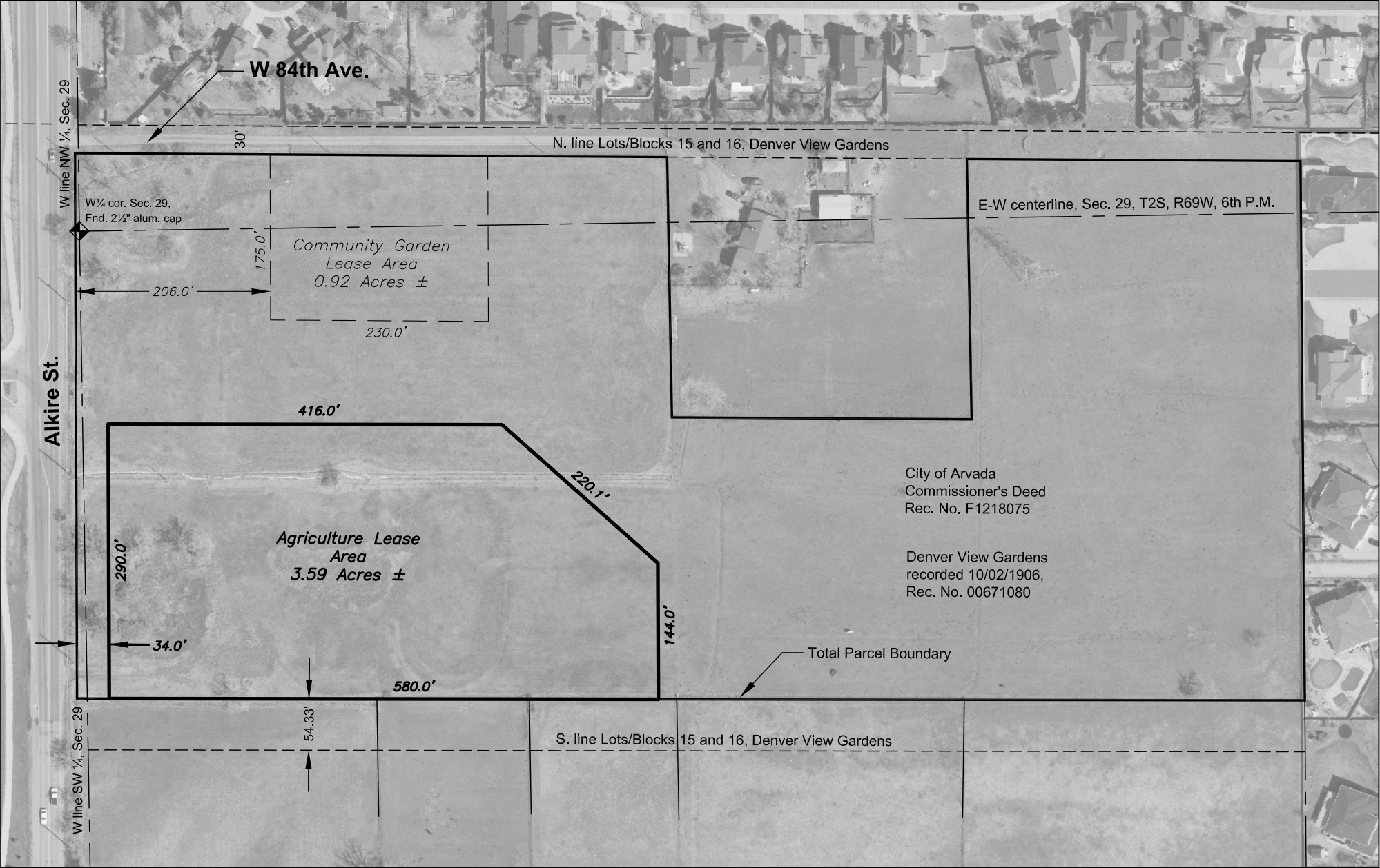
Thence southerly and parallel to the west line of said total parcel 144.0 feet to a point on the south line of said total parcel;

Thence westerly along said south line of total parcel 580.0 feet to the **POINT OF BEGINNING;**

The parcel described above contains a total area of 3.59 acres, more or less.

Prepared by: Wilhelm J. Dougherty, PLS 23496
City of Arvada
P.O. Box 8101
Arvada, CO 80001-8101

Date: January 11, 2012



Not to Scale

EXHIBIT A
(Agriculture Lease Area)



Arvada Community Agriculture Maintenance Requirements

The City of Arvada requires Community Agriculture participants to ensure the lease area sites are clean, attractive, and orderly at all times, especially during the winter. The site must have a year-round unified appearance to landowners, City officials, and the general non-gardening public. To this end, the City of Arvada established the following requirements of all participants. The benefits of a well-maintained garden are:

1. The use agreement for the community agricultural operation remains in good standing with the City;
2. Residents, neighbors, the business community, and non-gardeners enjoy and recognize the community agriculture operation as an asset;
3. Your community agriculture site will harbor fewer pests and weeds, and will improve in health from season to season.

By following these maintenance expectations, your community agriculture operation will contribute to the City's ongoing effort to ensure community agriculture prospers citywide. Your operation can either be a positive or a negative example of an agricultural project, affecting the ability for the City of Arvada to continue or expand agriculture endeavors in other areas.

The City of Arvada is the owner, water service provider, and direct contact for the community agriculture lease holder. With limited resources, City staff are actively working to expand the city's community agriculture opportunities across the city while continuing to support existing agriculture sites with capital improvements as possible. However, the city requires leaseholders to operate a self-sufficient operation as the City is unable to offer agricultural operations support such as garden cleanup.

Participant Requirements

1. Lease Area Site

The site must be kept clear of weeds, spent plants, debris and trash. Seasonal mowing within the lease area is the leaseholder's responsibility. To preserve soil resources and minimize off-site impacts, farm fields in a manner that reduces erosion. For instance, each fall, turn compost and organic material into the soil and cover it with a layer of mulch to regulate soil temperature, retain moisture, and reduce soil displacement through winter. This makes the lease area appear cared for by observers. Any perennials must appear well-kept. The area immediately adjacent to the lease area including paths, fences, trash collection areas, porta potty, and other common spaces must be maintained.

The leaseholder is required to maintain and secure row covers, produce boxes, and agricultural/horticultural plastics (flats, 6-packs, pots, greenhouse poly film, tarps, plastic

mulch, drip tape, etc.) away from the production area and store these and any other field production supplies and harvest supplies, whenever possible, in storage.

2. Vertical Structures

Structures to extend the growing season, such as hoop houses, and structures to encourage vertical growing such as arbors, trellises, tree branch frames, and cages are only permitted during the growing season if they are functional, orderly, safe and in good condition.

Wherever possible, structures shall blend in using dark green or brown colors. Vertical structures used for growing must appear in good condition and contribute to the site's overall visual continuity. The City rejects the use of scrap materials such as lumber and pipe. All growing structures must be disassembled and removed during the off-season. Any permanent structures in the garden will be allowed to remain if in good condition and attractive from the street and from adjoining residences. Any new structures proposed shall be reviewed and approved by the City of Arvada prior to construction.

3. Off-Season Storage

The following items are not authorized to be left standing during the off-season, and must be disassembled and stored or removed from the site when not in use:

- Chairs and benches
- Sticks, stakes, posts
- Buckets, containers, pots, bottles
- Wire cages
- Hoses, drip tape, nozzles, sprayers
- Tools
- Hoop frames, fabric
- Debris including bagged materials

4. Trash & Compost

All operational trash and debris must be maintained in an orderly manner and removed weekly by lessee from the site. Maintaining the least amount of non-critical production and harvest materials in the field is preferable.

Use and maintenance of a compost bin is encouraged. The compost area and materials must be kept in a tidy manner.

5. Lease Area Boundaries

The lease area is described within the lease agreement. Delineation of the interior with fences or borders around individual growing areas is discouraged. Cedar or other non-toxic edging only where necessary is preferred.

6. Reporting

Lease holders are required to provide an Annual Report to the City of Arvada detailing the season's efforts and results, and including at minimum, the number of shareholders, pounds of food grown, pounds of food donated, weeks of distribution, volunteer hours, partners, and special events / classes held.

City Responsibilities

The City of Arvada is available to assist community agriculture leaseholders with irrigation, fencing, tree pruning, and other similar capital and maintenance needs. The City of Arvada secures funding for community agricultural improvements, and offers the site to agricultural production leaseholders for no fee. The City reviews the leaseholder's annual report to ensure lease terms are upheld and benefit to the community is maintained.

EXHIBIT 3

**A LEASE AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND GOFARM
FOR AGRICULTURAL PRODUCTION ON APPROXIMATELY 3.5 ACRES OF LAND
AT HILLS AT STANDLEY LAKE PARK AT 8412 ALKIRE ST.**



Farmer Development Training Center

Proposal to the City of Arvada

March 4, 2024

FARMER DEVELOPMENT TRAINING CENTER

To realize our vision of a strong, inclusive, and equitable local food system, GoFarm must expand programming with increased support for existing local farmers, new farm ownership, and equitable access to locally grown food for all Coloradans.

Farming ranks among Colorado's top industries, contributing more than \$40 billion annually to our economy; accordingly, the desire to own and operate sustainable farms has grown over the past five years. Currently, GoFarm secures land from existing farmers and property owners across multiple counties to assist our Farmer Development & Support (FDS) program's Incubator Farmers with land access. To provide more cohesive and sustainable training and support for new and beginning farmers, GoFarm needs 5 - 10 acres of farmable land on a single property. Though farming is among the leading industries in Colorado, new and beginning farmers, especially BIPOC farmers face many challenges including the lack of training, access to farmable land, and access to capital.

Solution: Local and state government agencies have access to land that could be donated or leased to GoFarm. In the next 3 - 5 years, GoFarm hopes to secure 5 - 10 acres of farmable land to serve as a training center for new and beginning farmers. By providing 1/8 - 1/4-acre plots to Incubator Farmers, GoFarm could offer multiple years of farm training and experience for up to 20 new and beginning farmers.

GoFarm respectfully requests the opportunity to lease land owned by the City of Arvada at 8412 Alkire Street to create a **Farmer Development Training Center (FDTC)**.

Access to this land would allow GoFarm to provide:

- Cohesive, hands-on training to new and beginning farmers,
- Access to farmable land needed to launch new farm businesses, and
- Increased availability of healthy locally grown food for Arvada residents.

This property would be the cornerstone of GoFarm's Farmer Development Training Center, and integral to the Farmer Development & Support Program. It would increase support for FDS Incubator Farmers, enhance learning opportunities by providing a site to demonstrate growing techniques and field maintenance, and create opportunities for collaboration and community amongst GoFarm participants. Moreover, the Farmer Development Training Center will allow GoFarm to maximize available resources and create an even more robust education program for the local farming community.

The GoFarm Farmer Development Training Center has two main components:

1. **Incubator Plots.** GoFarm Incubator Farmers will receive a plot of land on which to start their farms. Incubator Farmers will care for the plot of land over the course of their 2-year enrollment in the FDS program and start their farm business ventures on their designated plot. By having many Incubator Farmers starting their farms in one central location, the collaboration, cooperation, and community-building that will naturally ensue will be a huge

asset to all parties. GoFarm staff will oversee these plots to ensure they are being maintained and cared for in a manner consistent with our sustainable farming standards (see Appendix A for more information on these standards). Incubator Farmers will be fully insured by Mountain West Insurance.

2. **Demonstration Farm Plot.** This plot will be managed by GoFarm staff and will enable us to have a central location where we may hold workshops and trainings for FDS program participants. Having access to a plot of land on which to deliver hands-on educational content will greatly improve our ability to thoroughly teach beginning farmers the art and science of farming, furthering their readiness to start their own farms.

Farmer Development Training Center Goals include:

- a) **Increase the number of farms owned and operated by historically marginalized peoples.** GoFarm prioritizes BIPOC, LGBTQ+, women, immigrants, and refugees in both our enrollment and scholarship decisions. We create opportunities and provide pathways to success for people who have historically been limited to the role of farm laborer, to become successful farm owners/operators. Our newest beginning farmer cohort is comprised of 50% people of color, 45% members of the LGBTQ+ community, and 73% women and nonbinary people.
- b) **Increase the local food supply by training beginning farmers in sustainable farming methods.** We aim for the beginning farmers in our program to start their own farms and begin contributing to the local food supply in their first year of business. Farmers will distribute their produce through a variety of methods: directly to the public via CSA, farmstand on location, farmers markets, WIC program, and via wholesale by selling to GoFarm and other food aggregators/stores. The food that is sold to GoFarm will go to our Local Food Share and Community Food Access programs for distribution to the local community.
- c) **Increase new, independent farming enterprises through business planning and development.** Our Incubator Farmers complete a rigorous educational program (20 weeks of our Whole Farm Planning Course, 14 weeks of hands-on workshops at local farms, 100 hours of mentorship provided by established local farmers) that familiarizes them with the nuts and bolts of both farming and running a farm business. Our aim is for these new farmers to start and continue successful and sustainable farming enterprises.

ORGANIZATION BACKGROUND

Founded in 2014, GoFarm envisions a local food system that is equitable, resilient, environmentally sustainable, and inclusive. ***Our mission is to train and support local farmers, connect communities with local agriculture, and increase equitable access to nutrient-rich food grown in Colorado.***

“Food is life. It is necessity and pleasure, family and community, culture, and power. When plentiful and freely shared, food creates healthy communities and strong societies. When scarce or unfairly distributed, it damages and, in time, kills spirit, body, family, community.” (Ushered Bounty: How Structural Racism Contributes to the Creation and Persistence of Food Deserts, NYLS and ACLU).

Financial Sustainability: In 2023, GoFarm achieved a net profit of \$311,080. Total assets for 2023 equaled \$697,793. As of March 1, 2024, GoFarm has raised more than 50% of its \$1,145,000 budget and plans to submit at least \$1,000,000 in grant requests, of which \$188,500 are currently pending. The following is a list of GoFarm’s current major funding sources and the amounts they are providing:

• Windy Pines Foundation	\$360,000
• Jefferson County Public Health Department	\$299,855
• City of Golden	\$65,000
• Western SARE	\$100,000
• KeyBank Foundation	\$50,000
• Latino Community Foundation/DOLA	\$73,200
• Colorado Department of Human Services	\$38,062

We are proud to share the history and consistent growth of our programs and services:

- In 2015, GoFarm launched **Local Food Share** with one refrigerated container, 20 local farm partners and 100 members.
- In 2016, we launched **Community Food Access** to increase affordability and equitable access to locally grown food for children, families, and older adults.
- In 2017, GoFarm launched **Farmer Development and Support** to prepare new and aspiring farmers to own and operate sustainable farm businesses.
- In 2022, GoFarm launched **Community Education** to host farm tours, workshops and local food system talks to increase knowledge about local agriculture and instill a greater sense of support and value for our local food system.

GOALS AND OBJECTIVES

Current Strategic Plan (January 2022 – December 2024) goals include:

1. Building healthier communities with affordable and equitable access to locally grown, nutrient rich food with mobile markets that serve children, families, and older adults.
2. Increasing and supporting farm ownership with technical and on-farm training, mentorship support, financial assistance, and access to land, tools, and equipment.
3. Expanding support for local farmers with increased aggregation and distribution of locally grown food through a viable community supported agriculture model.
4. Expanding community knowledge and support for local agriculture.

COMMUNITY NEED

Farming: Farming ranks among Colorado’s top industries, contributing more than \$40 billion annually to our economy. Roughly 84% of the 34,000 farms in Colorado are small, family-owned businesses and many must rely on off-farm income to remain viable. The average age of Colorado farmers is 55, 50% are predicted to retire within the next 10 years, and less than 2% self-identify as people of color. Beginning farmers are less likely to come from a farming background and often lack the basic knowledge and skills necessary to run a successful farm business. Other challenges, especially for BIPOC communities include lending discrimination, limited access to viable market channels, increase in industrial farming, limited water access, limited educational resources for an industry that requires a lot of technical knowledge, the continual rising cost of production, and the rapid decline in biodiverse farmland in Colorado.

Food Insecurity: Equitable access to affordable, healthy food advances health equity. We know that transportation, disabilities, cost, and stigma are significant barriers to accessing locally grown food. We also know that the rising cost of food is increasing food insecurity. In 2021, low-income shoppers saw

a 6.3% increase in food costs compared to a 2.7% increase for high-income buyers. Prior to the pandemic, less than 10% of Coloradans reported experiencing food insecurity. Today, 33% of Coloradans are challenged with food insecurity as well as reliable access to nutritious food - 43% self-identified as BIPOC. Additionally, about 19% of Colorado households do not know from where their next meal will come or are forced to compromise on the food due to limited money. Nearly half a million Coloradans use SNAP (Supplemental Nutrition Assistance Program) benefits to purchase food.

Moreover, many under-resourced communities, especially those comprised of people of color are situated in neighborhoods that are surrounded by fast food chain restaurants, convenience stores, and liquor stores. The barriers that keep residents disconnected from local farmers encourages the purchase of unhealthy, processed food. Small food retail outlets are struggling to keep prices down and stay open, causing prices to rise and fresh foods to be harder to access for Coloradans especially SNAP participants.

CURRENT PROGRAMS

GoFarm advances health equity, creates economic opportunity, makes healthy food affordable and accessible to underserved communities, and connects communities to local agriculture through the following programs:

- **Community Food Access (CFA)** advances health equity and builds healthier communities by increasing affordability and access to nutrient rich, locally grown food. Our CFA mobile market travels across Denver and Jefferson counties with food purchased from up to 80 local farmers to serve children, families, and older adults who are challenged with food insecurity, transportation, disabilities, and other barriers to accessing fresh, locally grown food. To ensure equitable access, GoFarm welcomes SNAP, offers Double Up Food Bucks, and provides WIC incentives. We also offer flexible pricing where customers pay amounts that fit their budgets. Current mobile market partners include:
 - **Denver:** Juanita Nolasco Residences
 - **Golden:** Shelton Elementary School, Mountain Side Estates, and Golden Terrace
 - **Arvada:** Jefferson County Head Start
 - **Lakewood:** Eaton Senior Communities and Lakewood Early Childhood Education.
 - **Littleton:** Centura Littleton Adventist Hospital

In 2024, CFA will host 90 mobile markets in Denver and Jefferson counties for at least 700 households The following chart shows a continual increase for the past three years.

Expected Outcomes	Milestones	2021	2022	2023
Families, children, and older adults have equitable access to affordable, healthy, locally grown food.	Households Served	503	677	705
	Mobile Markets Offered	65	82	86
	Donated Food (1425 lbs. to 11 pantries)	1,000 lbs.	1,425 lbs.	1,625 lbs.
	Mobile Market Customer Visits	1,043	1,649	2,955
	SNAP, Double Up Food Bucks, and WIC incentives	\$30,000	\$51,000	\$55,000

- **Farmer Development and Support (FDS)** is developing the next generation of farmers. We train and support new, current, and aspiring local farmers in sustainable agriculture and environmental stewardship through the following program tracks:

1. **Introduction to Farming (ITF)** Participants complete a 20-week Whole Farm Planning Course (WFPC) that equips them with the knowledge to run their own market farm. The WFPC offers courses on risk management, pricing, production planning, irrigation/water management, soil health, integrated pest management, accounting, recordkeeping, labor management, food safety, branding, and marketing. Classes are taught by established local farmers and food system professionals. Of the 18 persons who are currently enrolled, half are BIPOC and seven are women.
2. **Incubator Farmer:** The 2-year Incubator Farmer track prepares new farmers to launch their own sustainable farm businesses. Incubator Farmers receive comprehensive on-farm training, technical/business training through the WFPC, access to land, tools and equipment, stipends for start-up operations, a viable market channel, and mentorship support provided by established farmers. Of the 11 current Incubator Farmers, 3 are BIPOC, six are women, 1 is a veteran, and 1 has one or more disabilities.
3. **Market Farmer Internship:** The GoFarm Internship provides an introductory experience to working in agriculture for community members with limited farming experience. Paid Interns receive four months of on-farm experiential training working on Incubator Farmer plots as well as technical classroom training on sustainable farming and community food systems, including buying, distributing, and marketing.

In 2024, FDS expects to train 11 Incubator Farmers, enroll 18 participants in the FDS ITF, and contract with 40 established farmers to provide mentorship support. The following table shows the growth of FDS in the last three years.

Expected Outcomes	Milestones	2021	2022	2023
New and beginning farmers have the skills and resources they need to own and operate a sustainable farm.	Incubator Farmers	5	5	12
	Farmer Mentors (more than 920 hours)	18	25	40
	Introduction to Farming	8	9	18
	Tool and Equipment Rental	4	10	15

- **Local Food Share** utilizes a multi-farm, membership-based community supported agriculture model with more 700+ members who pay for a full season of food that is produced by 80 local farmers. Members pick up weekly food shares, try new recipes, learn about Colorado seasonality, and interact with farmer partners. GoFarm also sources produce, eggs, and bread for local food pantries. In addition to building a more community-centered local food system, we are providing food with the optimal nutritional density because it is harvested at its peak, versus produce that is purchased by grocery stores and ripened with artificial light.

In 2024, LFS will purchase food from up to 80 local farmers for 700+ members with up to 95 households using SNAP benefits. The following table shows our recent outcomes:

Expected Outcomes	Milestones	2021	2022	2023
Together members and farmers strengthen the local food system.	LFS membership declined in 2022 with the end of COVID and increased travel.	823	712	723

Members enjoy fresh food, experience good health, and build understanding about local food production and preservation.	Discounted LFS Members Including SNAP, WIC, etc.	73	95	100
	Farmers Supported with Purchase of 160+ Food Types	50	50	80
	Amount Paid to Local Farmers	\$311,486	\$323,880	\$345,000
	Recipes and Cooking and Storage Tips	117	86	95

- **Community Education** hosts a series of farm tours, food and nutrition workshops, and local food system talks that connect communities to local agriculture, increase traditional agricultural knowledge, promote agroecological practices, and instill a greater sense of support and value for community food systems. Farm tours and educational topics Include:
 - Increasing equitable food access and reducing food insecurity
 - Sustainable food production and distribution in the current local food system
 - Composting at home and the importance of reducing food waste
 - Preserving food with canning and fermentation techniques

Expected Outcomes	Milestones	2021	2022	2023
1. Increase knowledge and connection to local agriculture.	Farm Tours	0	6	8
	Workshops	1	12	15
	Food System Talking Circles	0	2	5
2. Promote agroecological practices.	Food System Blogs and Videos	0	17	20

EVALUATION

Community impact is measured with quarterly reviews of increased farming and agricultural knowledge and skills, understanding of local food systems, and growth in the number of community members and farmers served. The outcomes we expect to achieve in 2024 include:

- **Community Food Access** will host 90 mobile markets in Denver and Jefferson counties for 700 households comprised of children, families, and older adults who are challenged with food insecurity, transportation, disabilities, and other barriers to accessing healthy, locally grown food.
- **Farmer Development and Support** will train 11 Incubator Farmers, contract with 40 established farmers to provide mentorship support, and train 18 participants through the FDS Introduction to Farming course.
- **Local Food Share** will purchase food from 80 local farmers for up to 750 members with up to 95 households using SNAP benefits.

Participants, customers, and community stakeholders work with staff to develop and improve programming. We respond to feedback that is provided through satisfaction surveys and in-person conversations. For example, in 2023, GoFarm improved its FDS program with a 20-week Introduction to Farming course and stipends to support incubator farmers. We also responded to feedback that was provided by Local Food Share members with increased food share sizes and variety, and packaging with less plastic. Our Community Food Access program introduced flexible pricing that allows customers to determine for themselves the amount they pay per food item.

COMMUNITY COLLABORATION

The following are a few of our many community partnerships:

- **Farmer Partners:** GoFarm sources food from 80+ farmers in Adams, Denver, Boulder, Jefferson, Mesa, and Weld counties including Incubator Farmers enrolled in GoFarm's Farmer Development and Support Program.
- **Food Access:** GoFarm and food pantry members of Hunger Free Golden including BGoldN, Calvary Food Pantry, Fighting Hunger at Mines, and Christian Action Guild ensure food insecure Golden residents have access to healthy food and community resources.
- **Local Food Share:** Centura Health and CoorsTek host GoFarm food distribution sites and mobile farmer markets in Golden, Arvada, and Littleton.
- **Mobile Farmer Markets:** The following community partners co-host mobile markets: Juanita Nolasco Residences, Shelton Elementary School, Mountain Side Estates, Golden Terrace, Jefferson County Head Start, Eaton Senior Communities and Lakewood Early Childhood Education, and Centura Littleton Adventist Hospital.

EQUITY AND INCLUSIVITY

GoFarm believes that racial, social, and economic equity is fundamental to a strong local food system and healthy community. We support the just and equitable distribution of and access to healthy food, resources, and opportunities. The following describes the ways we achieve Racial Equity, Diversity, and Inclusivity:

- **Staffing and Board Governance:** GoFarm's board and staff members are representative of the constituents we serve. The GoFarm staff is comprised of 7 women - 3 are Latina and are fluent in Spanish and English. Our board is comprised of 9 members - 6 are women and 5 self-identify as BIPOC.
- **Culture and Language Responsiveness:** GoFarm is committed to programming that is culturally and linguistically responsive to the communities we serve. We provide educational materials in Spanish and English, three staff members are fluent in Spanish and English, and we source and distribute food that is culturally preferred.
- **Racial Equity Training:** Board and staff members engage in an annual Racial Justice Assessment and Equity Training, including a 21-day Racial Equity Habit Building Challenge to build understanding of institutional racism and to confront racism.
- **Financial Support and Farmer Partners:** We prioritize scholarships for BIPOC participants and more than 20% of GoFarm's farmer partners self-identify as BIPOC.
- **BIPOC Outreach:** GoFarm works closely with organizations that serve BIPOC communities to recruit participants, employees, and interns. Additionally, 50% of our newest cohort of FDS program participants identify as BIPOC despite only 1-2% of Colorado farmers identifying as BIPOC.
- **Procurement:** GoFarm prioritizes contracting for goods and services with businesses that are owned by people of color.
- **Participant Ownership:** We include our constituents in developing and improving services through focus groups, satisfaction surveys, and involvement in program planning.

BOARD GOVERNANCE AND STAFF LEADERSHIP

GoFarm's Board of Directors is comprised of 9 dedicated individuals from diverse cultural and professional backgrounds who serve two, three-year terms. Board members contribute financially,

guide and support the organization with policy review, strategic planning, and fundraising. The Board also supports and evaluates the performance of GoFarm's Executive Director.

VOLUNTEER SUPPORT

Volunteers provide vital in-kind support of time and talent. Students from the University of Denver, University of Colorado, and Metropolitan State University of Denver have assisted with farming and food distribution. We also create opportunities for program participants to volunteer with GoFarm helping with food distribution, cooking demonstrations, and community events.

Appendix A. Values of the GoFarm Incubator

Organic Practices and No GMOs

What we put into the soil is what comes out of it - which is why we practice regenerative and sustainable growing practices with no harmful toxins, chemicals, or GMOs. This way, our soil stays strong, the food stays healthy, and farm workers stay safe! Not all of the farms we work with are certified organic, as this is not financially feasible for many small-scale farmers, though ALL of our farmers use sustainable practices and go above and beyond organic certification standards.

Our farmers:

- Perform soil fertility management practices that promote healthy, nutrient rich soil.
- Abide by an integrated pest management plan to control pests, weeds, and diseases using only physical, mechanical, and biological controls, instead of chemical or toxic inputs.
- Only use biological, botanical, or synthetic substances that are approved for use on the USDA national organic list.
- Use absolutely no genetic engineering, gene editing, GMO seeds, ionizing radiation, or synthetic inputs that are not on the approved USDA organic list.
- Use absolutely no glyphosate.

Soil Health and Environmental Stewardship

Our farmers have the utmost care for the health of our soils and agricultural land. Having healthy, nutrient rich soils increases the nutrient value of our food, increases resilience to drought, flood, and other extreme weather, prevents erosion, contains less pollutants, and ensures the vitality of our land to grow food well into the future.

Our farmers:

- Conduct conservation tillage practices ranging from no-till to shallow tilling just 2 times per year.
- Protect soil from erosion when it's not in production through mulching, cover crops, laying tarps, etc.
- Promote soil biodiversity and sustain soil organic matter through cover crops, compost, crop rotation, crop diversity, etc.

- Compost farm waste.
- Incorporate water conservation and efficient irrigation practices.
- Conserve resources by amending soil based on soil testing.

Equitable Work Environment

In addition to environmental, community, and health benefits that our farmers value, we also work to ensure all farm worker conditions are fair, equitable, and safe. We value the work that our farmers and farm workers do for us each day, and whatever we can to show this support and appreciation.

Our farmers:

- Ensure all farm employees are compensated in a fair manner and paid at or above minimum wage.
- Uphold that all farm employees have a responsibility to always treat others with dignity and respect.

Food Safety:

Food grown and distributed all within our local environment is already much safer than food grown and distributed on a global scale. This is because the food is grown in healthier soils, sees less handling and transportation mechanisms, and thus is at much lower risk of contamination. Even still, our farmers must attend a FSMA training class and have a documented food safety plan for their farm. GoFarm staff visit every farm we work with regularly and ensure that farmers are keeping up with food safety protocols.

Sustainability:

Sustainability is a major focus of the GoFarm Incubator program. To us, sustainability means using responsible farming techniques as well as building farm businesses that sustain the farmer physically, mentally, emotionally, spiritually, and financially. No farm business is truly sustainable if the farmers are unable to pay themselves a fair wage. GoFarm hopes to support farmers in achieving all of these pillars of sustainability through the Incubator program while also increasing consumption of, access to, and knowledge of local produce and other farm products.

REQUIRED VENDOR SUBMITTAL FORM**SUBMITTED BY:**Company Name: Go FarmContact Names: Sales/Customer Service Tessa McCuskerAddress: 1301 Arapahoe St, Suite 105Phone: (720) 580-3276 Email(s): tessa@gofarm.org

The undersigned hereby affirms that:

- They are a duly authorized agent of the vendor;
- They have read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accepts and acknowledges this offer is consistent with the specifications and terms and conditions, unless specific variations have been clearly and expressly listed in the offer.
- The Offer is in all respects fair, without outside collusion or otherwise illegal action.

By: Virginia A. Ortiz 3/6/24 47-2823438
Signature of Authorized Agent Date FEINVirginia A. Ortiz Executive Director virginia@gofarm.org
Typed/Printed Name of Agent Title of Agent Agent emailType of Business: Corporation State of Incorporation Colorado Partnership (general)
Partnership (limited) Sole Proprietorship Limited Liability Company Other _____Address of main business office, principal factory, or warehouse if different from above:
_____Principal line of business: Community food access & farmer trainingNumber of years in present business: 10**REFERENCES:**

- Check here if Firm's standard reference sheet is attached, otherwise, use the space below.

Name: City of Golden Contact Person: Sarah E. VaineAddress: 1000 10th St, Golden CO 80401Telephone No: 303-324-8075 Email: svaine@cityofgolden.netDescribe type of work/service performed or items supplied: GoFarm provides food access & farmer training to residents of Golden. GoFarm's ED serves on the City of Golden's Racial Equity CommitteeName: Hunger Free Golden Contact Person: Bethany ThomasAddress: 1320 Arapahoe St, Golden CO 80401Telephone No: 303-908-7816 Email: bethany@calvarygolden.netDescribe type of work/service performed or items supplied: GoFarm serves as the fiscal agent for Hunger Free Golden. We provide grant & grantwriting support as well as nonprofit leadership training & support.

References continued:Name: Jefferson County Public Health Contact Person: Anyani MoroAddress: 645 Parfet St., Lakewood CO 80215Telephone No: 303-232-6301 Email: amoro@co.jefferson.co.usDescribe type of work/service performed or items supplied: As a grantee, GoFarm provides new farmer training & support, as well as food access to underserved Jefferson County residents.**PAYMENT TERMS:** If the vendor does not accept a percentage discount, the City standard is net thirty (30) days after the date that the City receives an accurate invoice and has accepted the product or service. Payment is the date of the check mailing or date of the credit card transaction.Discount: ____ % ____ Days, Net: 30 Days, Accept Visa without additional fee? _____**SUBMITTAL CHECKLIST:**Proposals shall be submitted in the order listed below, unless otherwise directed in Administrative Information, with each section clearly identified. **Missing information or required documents may result in submission being deemed non-responsive.**

- ☒ Submit **one** pdf document, unless instructed to include Excel file of Bid Schedule, on-line at BidnetDirect.com (File Name: Company name – Solicitation number)
- ☒ Proposal – Follow the format outlined in 8. PROPOSAL DETAILS AND FORMAT REQUIREMENTS of the Administrative Information section of this RFP document.
- ☒ Submit completed, signed Required Vendor Submittal Form, Performance Measures (if applicable), and any other attachments requested.

CONFIRM:

- ☐ CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.
- ☐ VARIATIONS: Checking this box indicates that the vendor has variations to this solicitation. Identify all variations and exceptions to this solicitation on a separate sheet/s of paper. If variations are not stated in the vendor's Offer, it shall be agreed that the vendor's Offer fully complies with all conditions identified in this Solicitation. For each variation listed, reference the applicable section of the solicitation document, the page number, and the variance. Submittal of a Vendor Contract is considered excessive in Variations and may be cause for determining that the Bid/Offer is non-responsive and ineligible for award.
- ☒ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed as a variation.
- ☐ Initial to acknowledge receipt Addenda, if any:

#1 _____ #2 _____ #3 _____

VENDOR NAME: GoFarmProposal #
SOLICITATION # 24-VCN-019**PERFORMANCE MEASURES FORM INSTRUCTIONS:**

The City has incorporated Performance Management into its organizational culture. When vendors submit offers to the City in response to solicitations for **Services** (not associated with the primary purchase of goods, supplies, or software), they shall identify the methods and goals by which the City will monitor and report on the Vendor's performance providing those services to the City. Vendor's performance shall be documented as to (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation.

1. Vendor will define 1-2 measures for (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation, that follow S.M.A.R.T goals: Specific, Measurable, Achievable, Relevant, and Timely, per category.

2. The awarded vendor will be evaluated by the City per these defined metrics 2 months prior to contract renewal. The department will review with the vendor any measures needing improvement.

SERVICES means: the furnishing of labor, time, effort, maintenance, etc., by a vendor/contractor/consultant, with an initial contract amount of more than \$15,000.

(a) Price/Cost

Example Measure: Consultant will submit detailed invoices substantiating amounts requested.

1. This is not applicable to GoFarm as we will be providing a service to the community with the use of land
2. provided by the City of Arvada.

(b) Punctuality/Responsiveness

Example Measure: Reporting of project status will occur monthly with the City and consultant's Project Manager.

1. Reporting will be provided as per the request of the city of Arvada.
2. _____

(c) Quality/Reliability

Example Measure: Revisions are drafted within two weeks, and no more than 3 revisions prior to final draft.

1. GoFarm does not expect to submit any revisions for the services we will offer.
2. _____

(d) Sustainability and/or Innovation

Example Measure: Digital reports delivered to the City 95% of the time will to reduce the use of paper.

1. GoFarm will have a demonstration garden in place for growing season 2024, and will place at least 3
2. beginning farmers on the land by November 2024. Each farmer will farm using the practices of regenerative agriculture whereby a significant increase in soil biology will occur.

Performance measures will be queried for every year of the contract. Performance measures reporting will be considered when renewing or awarding a contract with a vendor.



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.1.

TO: THE HONORABLE CITY COUNCIL

DATE: May 20, 2024

SUBJECT: R24-056, A Resolution Approving the 2024-2030 City Council Strategic Plan (Presenter: Lorie Gillis, City Manager)

Report in Brief

PRESENTER: Lorie Gillis

A draft City Council Strategic Plan was presented to the City Council on April 22, 2024, for Council's feedback. This final version for approval reflects the Council's feedback and recommendations. This plan will set the strategic direction of the City of Arvada for the next six years. The plan elevates five results identified by the City Council, through the strategic planning process. These five results are addressing **homelessness**, improving **housing options**, bolstering **quality of life**, supporting a **vibrant local economy**, and improving **physical and technology systems**. This plan also includes Work System Services, which state the core deliverables and services provided by each Work System that inherently support the achievement of the Strategic Results.

The Arvada team recommends that the City Council approve R24-056, A Resolution Adopting the City of Arvada 2024-2030 City Council Strategic Plan.

Financial Impact

The City Council Strategic Plan does not have a fiscal impact in itself. However, it guides resource allocation for the organization.

Background

The City Council Strategic Plan is the guiding document that lays the foundation for meeting current and future community needs. The Biennial Operating and Capital Improvement Budget will align with the City Council Strategic Plan, driving daily operations within the City. The Plan is reviewed annually as part of the City Council Strategic Planning Retreat focusing on Strategic Results.

In 2013, the Arvada City Council developed and adopted the first comprehensive, citywide Strategic Plan. The 2014 – 2019 Strategic Plan outlined five priority areas, also known as Work Systems, which are Safe Community, Infrastructure, Community and Economic Development, Vibrant Community and Neighborhoods, and Organizational and Service Effectiveness. Work Systems are department structures that provide organizational alignment that supports collaboration in the delivery of services to the Arvada Community.

In 2019, the City Council adopted the 2020-2025 City Council Strategic Plan. Significant changes were made to 2020-2025 City Council Strategic Plan between 2020 and 2024 in order to be responsive to the evolving environment. Most notably, this involved changing priorities and funding due to the COVID-19 pandemic.

Revisions to the 2020-2025 City Council Strategic Plan:

June 1, 2020: Resolution R20-047

July 19, 2021: Resolution R21-095

May 16, 2022: Resolution R22-033

May 1, 2023: Resolution R23-043

These changes allowed the City to be adaptive and responsive to the changing environment, but also increased the Strategic Plan in breadth and depth, ultimately resulting in more short-term goals and decreased long-term vision. Setting, achieving, and reporting short-term goals is an important process and tool of accountability to be paired with a City Council Strategic Plan. However, setting, achieving and reporting on short-term goals should be reflected and reported on outside the Plan.

The decision to transition to a new City Council Strategic Plan was based on the need to develop a visionary plan with higher utility, more alignment, and elevated strategy. These efforts will support the City's mission to deliver superior services to enhance the lives of everyone in our community, both now and into the future. In early 2024, the City Council, in collaboration with City Leadership, began developing this 2024-2030 City Council Strategic Plan.

In January 2024, City Council received a comprehensive report that outlined the progress made on the 2020-2025 City Council Strategic Plan. This report served as the Plan's closing record. The report provided a review of progress on the Strategic Results and Milestones which reflect the challenges, achievements, and continued commitment to the work outlined in the Plan.

Ahead of the February 2024 City Council Strategic Planning Retreat, the City Council received two key presentations. First, the 2023 Community Survey results, and second, the 2024 update on the City's Budget and Financial Resilience. These key inputs of information, paired with the performance information received in the summary report, served as a foundation in City Council's strategic planning direction and results.

During the Strategic Planning Retreat, the Council determined the most important Strategic Results which would further the City's Mission of delivering superior services to enhance the lives of everyone in the community. As a part of this process, the City Council identified its key success factors: safety, financial stewardship, accessibility, affordability, reliability, opportunity, accountability, ethics, inclusion, sustainability, freedom, and a vibrant economy. These were woven into the results and goals presented in this Plan. Ultimately, City Council's Strategic Results focused on addressing homelessness, improving housing options, bolstering quality of life, supporting a vibrant local economy, and improving physical and technology systems.

Following the retreat, the City Leadership Team built upon the City Council's Results. Leaders curated Strategic Goals to support the implementation of Council's strategic direction, including perspectives from middle managers. The organization-wide and bottom-up approach helps to ensure the successful alignment of team member's work to the City Council's vision, creating accountability to the Arvada Community.

Discussion

This final version for approval reflects the Council's feedback and recommendations from the April 22nd Work Shop. Changes to the plan include:

1. Adding language about the golden thread to the strategic alignment process page (pg. 6-7).
2. Adding "one-time and recurring" to Homelessness Strategic Goal 3 language (pg. 10).
3. Improving language for Local Economy Goal 2 with a stronger focus on "reviewing and enhancing city operations to improve the customer experience" (pg.12).
4. Adding an 8th Local Economy Goal regarding climate mitigation and resiliency for the City Council to vote on whether or not to include (pg.12).
5. Adding a 7th Quality of Life Goal regarding customer service (pg.14).

The recommended action will support the city team's efforts to build a data-driven and customer-focused organization. Our team monitors progress using an integrated performance management system that aligns performance-based budgeting, strategic planning, strategic results, goals, performance measures, and individual workforce goals to clearly define what the city needs to accomplish over a six-year timeframe. The City Council Strategic Plan guides the City Team to prioritize services and programs for the community by concentrating on the value to, and experience of, the customer, and by measuring, evaluating, and reporting performance. Progress toward the achievement of strategic results is reviewed, discussed, and shared on a quarterly basis with the community, workforce, and City Council.

Public Contact

Posting of the City Council agenda

Commission Recommendation

N/A

Strategic Alignment

The City Council Strategic Plan 2024-2030 sets the vision and direction for the utilization and alignment of City resources.

Alternative Courses of Action

N/A

Recommendation for Action

ALT1: The Arvada team recommends that City Council approve R24-056, A Resolution Adopting the City of Arvada 2024-2030 City Council Strategic Plan without the addition of Local Economy Goal 8.

ALT2: The Arvada team recommends that City Council approve R24-056, A Resolution Adopting the City of Arvada 2024-2030 City Council Strategic Plan with the addition of Local Economy Goal 8.

Suggested Motion:

I move that R24-056, A Resolution Adopting the City of Arvada 2024-2030 City Council Strategic Plan ("with Local Economy Goal 8") or ("without Local Economy Goal 8"), be (approved) (rejected).

Prepared by:

Elizabeth Blythe, Strategic Planning and Performance Alignment
Manager

Reviewed by:

Approved by:

Rachel Morris, City Attorney 5/3/2024

Lorie Gillis, City Manager 5/7/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-056

A RESOLUTION APPROVING THE 2024-2030 CITY COUNCIL STRATEGIC PLAN

WHEREAS, the Arvada City Council (“City Council”) has historically created and adopted City Council Strategic Plans that serve as guiding documents that lay the foundation for meeting current and future community needs; and

WHEREAS, the City Council adopted the 2020-2025 City Council Strategic Plan (the “2019 Plan”) in 2019 pursuant to Resolution No. R19-079 and amended via R20-47, R21-095, R22-033 and R23-043; and

WHEREAS, the City Council received a comprehensive report outlining the progress made on the 2020-2025 City Council Plan which served as the closing record for the Plan; and

WHEREAS, the City Council has determined a new City Council Strategic Plan is needed to develop a visional plan with higher utility, more alignment, and elevated strategy; and

WHEREAS, the City Council developed a new 2024-2030 City Council Strategic Plan (the “2024 Plan”) in collaboration with City Leadership through a process of creating strategic results and goals; and

WHEREAS, the 2024 Plan will be used by the City Team to develop internal implementation plans for each work system and provide strategic direction for the next six years; and

WHEREAS, the Biennial Operating and Capital Improvement Budget will align with the 2024 Plan to drive daily operations within the City of Arvada; and

WHEREAS, the 2024 will be reviewed annually as part of the City Council’s Strategic Planning Retreat that is focused on Strategic Results.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The 2024-2030 City Council Strategic Plan is hereby formally adopted.

Section 2. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 20th day of May, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney:

By: _____



City Council Strategic Plan

2024 - 2030



Presented on 4-22-2024



Adopted on ??-??-2024



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City Council Welcome

Dear Arvada Community,

The City Council is pleased to present the City Council Strategic Plan, a comprehensive document that outlines our desired community outcomes and sets forth the Strategic Results and Goals that we aim to achieve over the next six years. This document serves as a guide for our efforts in enhancing the quality of life for all residents.

The Strategic Results provide high-level strategic direction, guiding our priorities, resource allocation, and efforts. These are complemented by Strategic Goals, which further align organizational actions with the City's overarching objectives.

This foundational plan sets the vision for other long-range planning documents and holds significant weight in informing our City budget, ensuring that our financial resources are directed towards endeavors that advance our shared objectives.

Furthermore, the document outlines services detailing the core deliverables provided by the City. The alignment of City operations with this Plan helps to ensure that our operations remain focused and effective in meeting the needs and desires of our community.

As we move forward, the City Council Strategic Plan will serve as the foundation for the City's accountability and progress. It sets the direction for the City and outlines the path we will take to fulfill our mission of enhancing the lives of everyone in our community.

Sincerely,

City of Arvada City Council



City of Arvada
Mayor
Lauren Simpson



Councilmember
At Large
Sharon Davis



Councilmember
At Large
Lisa Feret



Councilmember
District 1
Randy Moorman



Councilmember
District 2
Shawna Ambrose



Councilmember
District 3
John Marriott



Councilmember
District 4
Bob Fifer

City Profile

The City of Arvada, a picturesque first-ring suburb of Denver, offers a small-town atmosphere despite its population of approximately 123,436 residents in 49,411 households.

Established in 1870, Arvada boasts a rich history, serene tree-lined neighborhoods, and a thriving mix of businesses. Our civic leaders prioritize both quality of life and support for business and economic growth, earning recognition for our business retention program at the state and national levels.

Spanning nearly 23,000 acres, Arvada is easily accessible via three nearby interstate highways, providing convenient connections to the wider metropolitan area and Denver International Airport. The City's extensive trail system connects to Denver's trails in the east and the Rocky Mountains' foothills in the west, complemented by numerous parks and open spaces.

Arvada's historic downtown offers a diverse shopping and dining scene. With a diverse economic base, well-educated workforce, low crime rate, and exceptional quality of life, Arvada stands out as one of the most appealing and competitive cities in Colorado!



Background and History

The City Council Strategic Plan is the guiding document that lays the foundation for meeting current and future community needs. The Biennial Operating and Capital Improvement Budget will align with the City Council Strategic Plan, driving daily operations within the City. The Plan is reviewed annually as part of the City Council Strategic Planning Retreat focusing on Strategic Results.

In 2013, the Arvada City Council developed and adopted the first comprehensive, citywide Strategic Plan. The 2014 – 2019 Strategic Plan outlined five priority areas to focus on. The Priority Areas also known as Work Systems are Safe Community, Infrastructure, Community and Economic Development, Vibrant Community and Neighborhoods, and Organizational and Service Effectiveness. Work Systems are department structures that serve as organizational alignment that supports collaboration in the delivery of services to the Arvada Community.

In 2019, the City Council adopted the 2020-2025 City Council Strategic Plan. Significant changes were made to 2020-2025 City Council Strategic Plan between 2020 and 2024 in order to be responsive to the evolving environment. Most notably, this involved changing priorities and funding due to the COVID-19 pandemic.

Revisions to the previous plan:

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The decision to transition to a new City Council Strategic Plan early was based on the need to develop a visionary plan with higher utility, more alignment, and elevated strategy. These efforts will support the City's mission to deliver superior services to enhance the lives of everyone in our community, both now and into the future. In early 2024, the City Council, in collaboration with City Leadership, began developing this 2024-2030 City Council Strategic Plan.

Process

In January 2024, City Council received a comprehensive report that outlined the progress made on the 2020–2025 City Council Strategic Plan. This report served as the Plan’s closing record. The report provided a review of progress on the Strategic Results and Milestones which reflect the challenges, achievements, and continued commitment to the work outlined in the Plan.

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During the Strategic Planning Retreat, the Council determined the most important Strategic Results which would further the City’s Mission of delivering superior services to enhance the lives of everyone in the community. As a part of this process, the City Council identified its key success factors: safety,

financial stewardship, accessibility, affordability, reliability, opportunity, accountability, ethics, inclusion, sustainability, freedom, and a vibrant economy. These were woven into the results and goals presented in this Plan. Ultimately, City Council’s Strategic Results focused on addressing **homelessness**, improving **housing options**, bolstering **quality of life**, supporting a **vibrant local economy**, and improving **physical and technology systems**.

Following the retreat, the City Leadership Team built upon the City Council’s Results. Leaders curated Strategic Goals to support the implementation of Council’s strategic direction, including perspectives from middle managers. The organization-wide and bottom-up approach helps to ensure the successful alignment of team member work to the City Council’s vision, creating accountability to the Arvada Community.

In this Plan, Strategic Results are presented in alphabetical order, with no implied priority. The subsequent sections of this document feature numbered lists of Strategic Goals and Work System Services, also for reference only and without any priority indication.

Community Voice

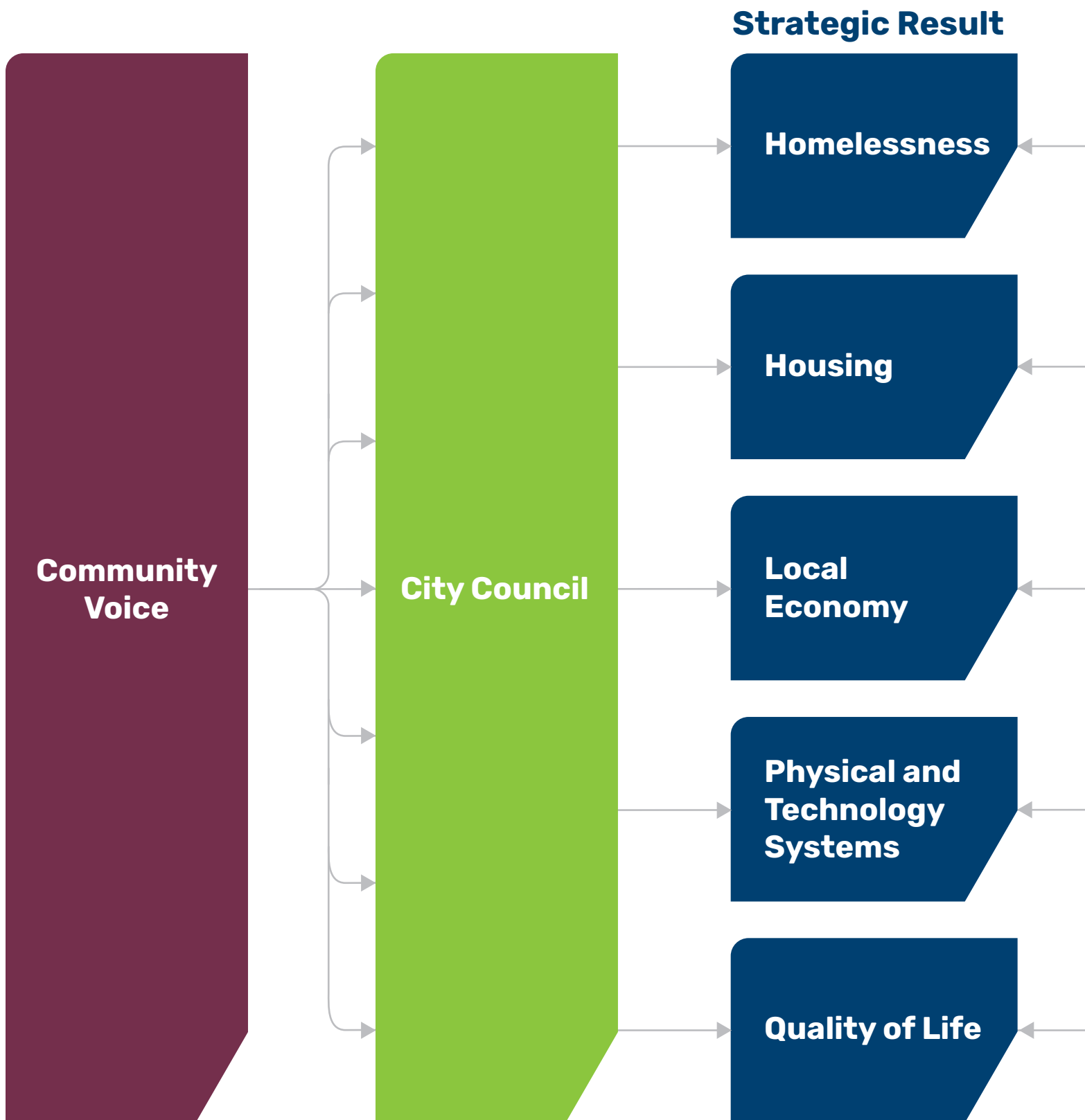
Since 1997, Arvada residents have been rating their satisfaction with regard to quality of life, community amenities, and local government via the Community Survey. The survey gives residents an opportunity to provide feedback to the City government on what they believe is working well and what is not, and to communicate their priorities regarding community planning and resource allocation. This information is critical to the City’s understanding of the current and future needs of Arvada residents.

The City Council and the City’s Leadership Team use Community Survey findings to inform their strategic planning. Resident perspectives help direct focus on opportunities to maintain or improve service levels in order to better meet expectations. Key findings in the 2023 Community Survey include:

- Residents feel safe in their neighborhoods (90%) and citywide during the day (66%).
- Parks and open space satisfaction is high.
- The majority (76%) view Arvada as delivering services equitably.

- Satisfaction, in general, is high among Arvada residents, particularly with City services (69%) and quality of life (73%).
- Management of traffic and infrastructure developments are opportunities for growth for the City, particularly in managing concerns of overdevelopment.
- Homelessness and affordable housing are still important to residents and support for programming-based solutions is high.
- Residents are mixed in their opinions towards the growth and development citywide.

These findings are reflected in the City Council Strategic Plan through a focus on addressing homelessness, identifying appropriate solutions to housing affordability, maintaining and improving quality of life and a thriving local economy, and addressing the need for physical and technology infrastructure investments.

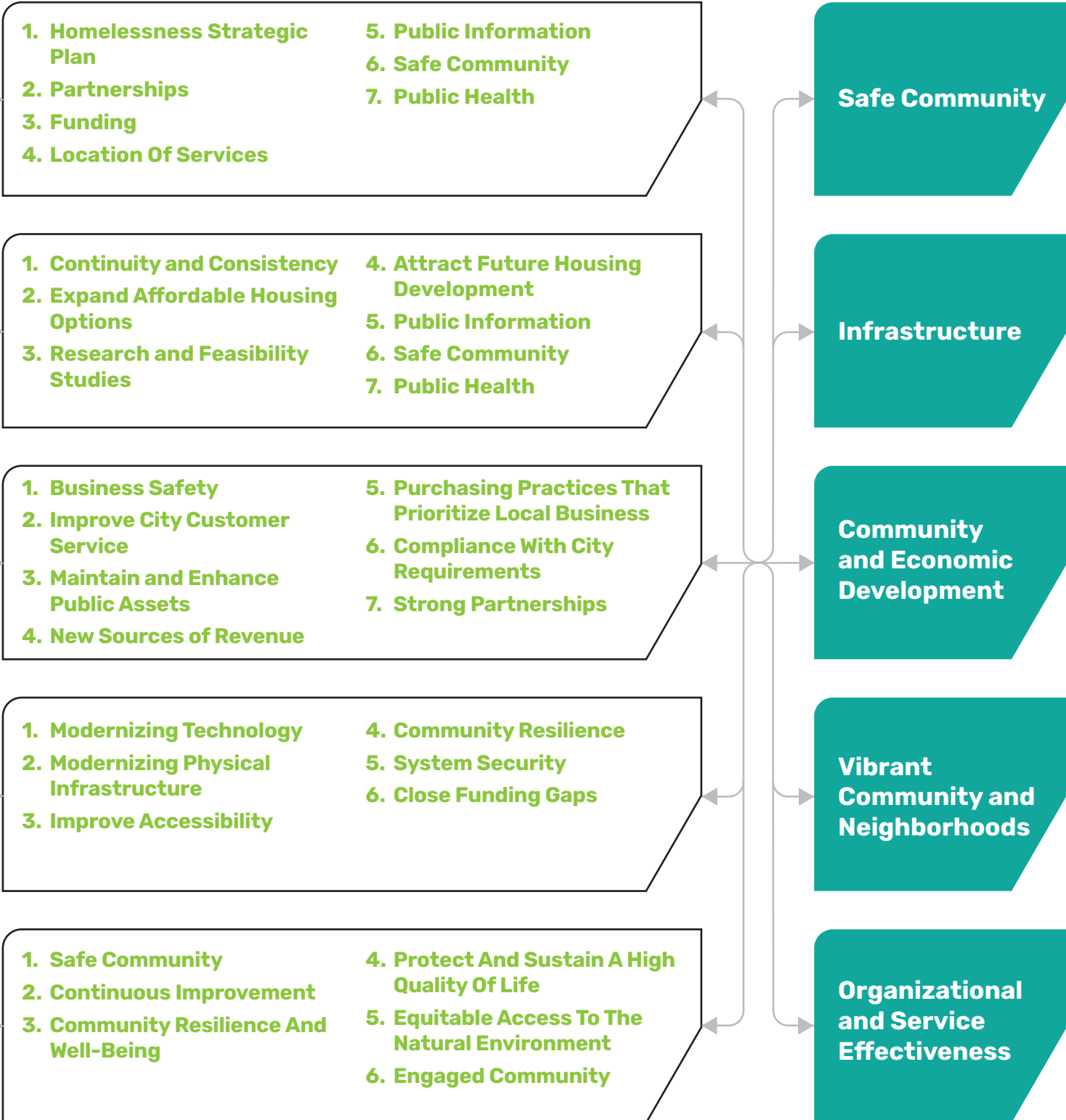


Strategic Alignment

The golden thread symbolizes the strategic alignment connecting our overarching Strategy through to individual actions. It begins with the community voice, which informs the City Council's strategic direction, translating into results and goals. This thread extends seamlessly into work system services, embodying core deliverables, and internally through implementation plans executed by the City Team. Implementation Plans are led by the City Manager, to realize the Council's strategic direction.

Strategic Goal

Work System



Mission Vision Values

From 2015 to 2016, the City engaged in a cultural transformation initiative, using extensive internal and external input, in order to redefine its Mission, Vision and Values (MVV). The City's revised MVV was created through a collaborative process with representatives from all Work Systems and workforce levels. The City's values directly support and reinforce the City's Mission, Vision, and core competencies. In August of each year, the workforce celebrates and re-confirms their commitment to the MVV.



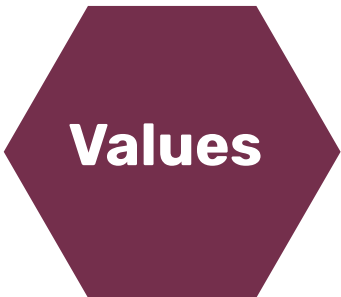
Mission

We are dedicated to delivering superior services to enhance the lives of everyone in our community.



Vision

We dream big and deliver.



Values

Innovation

We excel in creativity, flexibility and the use of best practices while valuing diverse backgrounds, ideas and perspectives.

Passion

We are a high-performing, inclusive team inspiring each other to pursue excellence.

Opportunity

We value our diversity, embrace possibilities, face challenges, persevere and take action to deliver quality results.

Implementation Principles

Implementation principles are the core competencies expected of the organization in implementing the direction outlined in this Strategic Plan. They apply across Work Systems and guide how the City Team leads the achievement of the City Council's Strategic Results and Strategic Goals.

Customer Focused

The City of Arvada prioritizes customer needs by responding promptly, building strong relationships, gaining insights into their needs, and delivering customer-centric solutions that meet or exceed expectations. The City of Arvada provides transparent and accessible communication for the community. We strive to create opportunities for meaningful and inclusive community engagement.

Results and Data-Driven

The City of Arvada sets and exceeds clear, evidence-based goals, continually improving services by collecting, analyzing, and applying data. We motivate ourselves and others and seek clarity in responsibilities. We monitor our progress by integrating evaluation and benchmarking with industry standards into our work processes and ultimately achieve results.

Diversity, Equity, Inclusion and Accessibility

The City of Arvada will foster, cultivate, and preserve a culture of diversity, equity, inclusion, and accessibility to benefit its current and future organization and community. The City will lead by example in the advancement of Diversity, Equity, Inclusion, and Accessibility through deliberate practices.

Culture of Safety

The City of Arvada values the health, safety, and welfare of its employees. For this reason, the City Team upholds a culture of safety and maintains a strong understanding of safety practices, holds themselves accountable to safety policies, and responds promptly to safety issues, inquiries, and reporting requirements.

Adaptive and Resilient

The City of Arvada exemplifies resilience and adaptability through its commitment to financial stewardship, fostering a high-performing workforce, and implementing adaptive practices that effectively respond to dynamic environmental changes, ensuring sustainable progress and prosperity for its community.



Homelessness

City Council Strategic Result

Collaborate and coordinate with nonprofits, local organizations, and regional governments to advance services to individuals experiencing homelessness or at risk of experiencing homelessness.

More about this Result

For the past decade, the City has seen a significant increase in individuals experiencing homelessness. In response, the City has organized and participated in various meetings, summits, and regional efforts with government partners and service providers to discuss and develop responses. The Arvada Police Department and their Community Outreach, Resources and Enforcement (CORE) team have been focusing on responding to homeless needs, community concerns, and camp cleanups. With the number of individuals experiencing homelessness continuing to grow, there is a pressing need to take immediate action on the most concerning issues and develop intermediate and long-term plans.

As the City addresses homelessness, the outcomes ripple across various facets of society. When individuals experiencing homelessness are able to find stability and support, this leads to improved mental and physical well-being for themselves and their families. With stable housing, residents can focus on building brighter futures. A robust economy will flourish as formerly unhoused individuals become active participants in the workforce. Community members and visitors feel safer and more welcomed in public spaces. Social impacts can be addressed directly with reduced strain on public services and increased community cohesion.

Strategic Goals to Achieve the City Council Result on Homelessness:

1. Develop a Homelessness Strategic Plan that will set a path forward for street outreach, 24/7 emergency shelter, partnership agreements for the provision of services, and transitional housing opportunities. The Strategic Plan will consider the feasibility of and opportunities for a navigation center.
2. Be the catalyst that supports partnerships with non-profits and local organizations and agencies to deliver programs and services that reduce or prevent homelessness.
3. Research and seek one-time and recurring funding options, including grants and regional agreements in support of homelessness services.
4. Work with community partners to find a suitable location for the provision of homeless services outside of Olde Town.
5. Support access to public information about homelessness and community solutions to foster understanding and empathy while empowering individuals and organizations to contribute to sustainable solutions.
6. Provide outreach and resources to those in need while also enforcing laws and ordinances to create a safe community for all to enjoy.
7. Enhance the City's capacity to continue providing resources by implementing strategies that prioritize public health and safety, thereby minimizing risks for community members and the City.

Handy Links

Point in Time Count

Heading Home

The City's Strategic Plan for Homelessness (January 2023)

Sub-area Plans (Square Lake, New Town, Olde Town Strategic Reinvestment Plan, Northwest Arvada)

CORE Officer Assignment Description

Police Policy 468 Community Outreach Resource Enforcement Unit

Housing Strategic Plan Coming Soon!

Comprehensive Plan Update Coming Soon!

Homelessness Strategic Plan Update Coming Soon!

Housing

City Council Strategic Result

Improve access to diverse, safe, and affordable housing options and programs, providing residents with opportunities to obtain housing that meets their needs in all phases of life.

More about this Result

Arvada's existing housing stock primarily consists of single-family homes with 75% of households owning their home. Buying a home is increasingly out of reach for fixed, low and moderate-income households. Over half of Arvada's renters are cost-burdened (spending 30% or more of gross income on housing). At the same time, rising rent prices have resulted in fewer units available at affordable rates. The City of Arvada utilizes grants like the Housing Choice Voucher Program and the Community Development Block Grant, as well as other funding sources to support affordable housing opportunities.

Improving access to diverse, safe, and affordable housing options and programs leads to myriad positive outcomes for residents. By increasing housing diversity and affordability, the City can more effectively support residents in locating suitable housing that meets their specific needs. Elevating these strategic housing goals will provide cost-burdened households the opportunity to secure housing that supports their well-being and quality of life. Overall, these efforts promote a more equitable and sustainable Arvada, where all residents have the opportunity to secure housing that supports their well-being and contributes to a vibrant and inclusive community.

Strategic Goals to Achieve the City Council Result on Housing:

1. Ensure continuity and consistency of housing strategies throughout the City's foundational and guiding plans and policies.
2. Prioritize opportunities to expand affordable housing options in collaboration with the community, development, and funding partners.
3. Conduct research and feasibility studies to explore the viability of and opportunities for expanding attainable housing options.
4. Foster a welcoming community that attracts future housing development and ensures residents feel safe and secure.
5. Provide robust and efficient services that facilitate the development of diverse housing stock.
6. Plan, fund, design and construct sustainable physical infrastructure to address level of service gaps in underserved areas and along transportation corridors.
7. Provide communication, marketing, and engagement strategies to increase awareness and accessibility of housing options and programs, ensuring residents have increased opportunities to secure housing.

Handy Links

Point in Time Count

Land Development Code

2014 Comprehensive Plan

Sub-area Plans

**PD CRIT Crime Free
Multi-Housing Training**

Housing Strategic Plan
Coming Soon!

Local Economy

City Council Strategic Result

Bolster a vibrant local economy by delivering efficient and cost-effective services and support for business in Arvada.

More about this Result

The City of Arvada enjoys a broadly robust local economy with low commercial vacancy rates, low local unemployment rates and an active business support community. Arvada has long been a desired destination for businesses. Multiple business support agencies such as the Arvada Economic Development Association, the Arvada Chamber of Commerce, Arvada Urban Renewal Association, the Olde Town Business Development Improvement District, and the Arvada Visitors Center contribute to Arvada's current business-friendly environment.

Continuing to prioritize the local economy is crucial for the City's overall financial well-being. A strong

local economy provides numerous benefits, including job creation, stable tax revenues, and enhanced quality of life for residents. By prioritizing the local economy, a city can foster economic growth, attract new businesses, and retain existing ones, which in turn leads to a more diverse and resilient economy. An attractive business environment will generate job opportunities across various sectors. A local economy with a diverse mix of businesses improves access to goods and services. Staff will continue to engage with partners on a consistent basis in order to assist with business recruitment and retention, as well to learn new practices and offer technical and financial resources.

Strategic Goals to Achieve the City Council Result on Local Economy:

1. Provide a safe community to attract and retain a healthy business community, provide education and outreach to local businesses, and hold accountable those who victimize businesses and their patrons.
2. Strive to understand the changing needs of our business community while continuously reviewing and enhancing city operations to improve the customer experience.
3. Maintain and enhance public assets to attract residents, businesses, workers, and visitors.
4. Identify and utilize new sources of revenue and funding to deliver efficient and cost-effective services that promote economic growth.
5. Maximize the local economic benefit of the City's operating and capital budget through purchasing practices that prioritize local business.
6. Provide support for businesses to comply with City requirements that also protect the interests and safety of residents.
7. Foster a supportive and attractive business environment by continuing to strengthen City, community, and business partnerships to provide resources and support opportunities.
8. Ensure long-term economic vitality and competitiveness through the implementation of climate mitigation and resiliency strategies.

Handy Links

Budget Book

Revenue Manual

Quarterly Report

**Olde Town Strategic
Reinvestment Plan**

Retail Work Plan
Coming Soon!

Physical and Technology Systems

City Council Strategic Result

Improve City and community connectivity by providing reliable and accessible physical and technology systems.

More about this Result

The City of Arvada provides and maintains a robust network of physical infrastructure, including trails, parks, open space, transportation network, sidewalks, water, wastewater, and stormwater systems. These physical systems are crucial for ensuring the smooth functioning of the City and the well-being and connectivity of its residents. Additionally, the City provides and utilizes technology systems for efficient operations, service delivery, and communication with external and internal customers.

The City of Arvada will continue to invest in and prioritize the development, maintenance, and integration of robust physical and technology systems to ensure their reliability and accessibility for all residents and businesses. This goal aligns with our commitment to fostering a resilient, connected, and innovative community that meets the evolving needs of our residents. By pursuing these initiatives, Arvada aims to create an environment where reliable and accessible physical and technology systems contribute to the well-being, quality of life, and vibrancy of the community.

Strategic Goals to Achieve the City Council Result on Physical and Technology Systems:

1. Identify and prioritize projects for modernizing our technology systems to provide effective service delivery.
2. Identify and prioritize projects for modernizing our physical infrastructure to maintain and elevate service levels.
3. Improve internal and external accessibility to information, programs, systems, and services.
4. Ensure all physical and technology assets support reliable safety response, emergency preparedness, and City and community resilience.
5. Ensure the security of the physical and technology systems while also investigating and holding accountable those who put our systems at risk.
6. Close infrastructure deficit and funding gaps.



Handy Links

Utilities Transparency Website

Budget Book

Land Development Code

2014 Comprehensive Plan

Sub-area Plans

Quality of Life

City Council Strategic Result

Foster an accessible and inclusive community that preserves and improves quality of life and ensures a safe and thriving place for all community members.

More about this Result

Arvada residents rate quality of life favorably. The City provides a broad spectrum of services and programs that contribute to quality of life, each of which addresses different aspects of community life to enhance overall well-being. Quality of Life considers various factors, including access to essential services, the availability of recreational and cultural activities, and the safety and cleanliness of the environment with a focus on ensuring equitable access for all residents. Quality of Life also takes into account ease of transportation, inclusivity, and diversity of the community, and the presence of sustainable practices that ensure the health of the environment for future generations. Essentially, Quality of Life is about creating environments

where individuals and families can thrive and feel a strong sense of belonging and satisfaction in their daily lives.

Additionally, public safety initiatives, including community policing and emergency preparedness programs, ensure that residents feel safe and secure. Environmental sustainability programs, such as green spaces preservation, waste reduction initiatives, and clean energy projects contribute significantly to the physical and mental well-being of the community, making it a more attractive and livable place for everyone.

Strategic Goals to Achieve the City Council Result on Quality of Life:

1. Create a safe community for all to enjoy through education, neighborhood connection, and engagement while also ensuring compliance with laws and ordinances.
2. Take care of our community by continually improving and adapting to the changing needs of our community members and environment.
3. Strengthen community resilience and well-being by proactively collaborating in emergency management initiatives, ensuring preparedness, effective response, and swift recovery.
4. Prioritize policies, practices, and projects for development that protect and sustain a high quality of life for residents and businesses.
5. Provide equitable access to the natural environment citywide and preserve these amenities for future generations.
6. Engage the community in meaningful opportunities to share their perspectives and values on decisions that affect them.
7. Provide exceptional customer service to all residents, businesses, and visitors of the City.

Handy Links

Community Survey

Land Development Code

Chapter 62 of the Arvada City Code

2014 Comprehensive Plan

Parks Master Plan

Total Rewards Philosophy



Priority Areas and Work System Services

Work Systems ensure City Council Priority Areas are supported through organizational alignment and collaboration in delivering services to the Arvada Community. Each Work System has core responsibilities, expectations, and service delivery obligations which are listed in the following sections. These serve as the foundation for the Strategic Plan, with Work System Services being essential to the City and Community functions. Strategic Results and goals are built upon these services, which inherently support their achievement.

Safe Community

The Safe Community Work System consists of the Police Department and Municipal Court. Together they provide Community-based policing, connected neighbors, engaged local businesses, supportive community institutions, and a fair and impartial justice system, all working together to ensure Arvada is a safe place to live, work, play, and stay. To support a safe community, the City of Arvada:

SC1

Achieves and maintains the gold standard in public safety by meeting and exceeding standards set forth through the Commission of Accreditation for Law Enforcement Agencies (CALEA) to assist with the designation of one of the safest communities in Colorado.

SC2

Provides customized police services making the community feel safe and secure, including proper investigation, appropriate case filings, and crime scene investigation, resulting in an increased likelihood of identifying and prosecuting those responsible for committing crimes.

SC3

Ensures the Police Department has adequate communication, information, financial management support, staffing levels, and leadership services to achieve strategic and operational results, including maintaining a well-informed community.

SC4

Applies inspection, enforcement, community support, and neighborhood engagement services to residents, businesses, and neighborhood partners to preserve a safe community.

SC5

Provides administrative, business, communication, and investigative services to members of the community and the Police Department with a commitment to Respect, Dedication, and Responsibility.

SC6

Provides an independent, fair, and impartial justice system that efficiently processes the court docket, renders fair and just decisions, and holds all stakeholders accountable while providing access to resources and services to reduce recidivism and improve the well-being of defendants.



Infrastructure

The Infrastructure Work System consists of the Public Works and Utilities departments. The community depends on a well-maintained foundation of streets, sidewalks, and water, wastewater and stormwater facilities. Planned and steady population growth requires proper maintenance of existing infrastructure including City buildings and fleet, as well as additional capacity to support a thriving community. To support infrastructure, the City of Arvada:

INF1

Provides the community with a safe, resilient, high-quality water supply, drainage system, wastewater disposal, and solid waste management services for full city build-out, as defined by the Comprehensive Plan. This includes maintaining utility rates at lowest practical levels with accurate billing that supports robust and reliable infrastructure.

INF2

Invests in and maintains safe, resilient, accessible, and environmentally efficient City facilities and fleet vehicles.

INF3

Maintains existing roads and transportation network in tandem with snow and ice control services to ensure swift and safe transportation modes for the community.

INF4

Innovates safe, accessible, and efficient connections to modes of transportation, including transit, streets, sidewalks, and bikeways, with a focus on enhanced technology at high-priority intersections improving safety, minimizing traffic congestion, and making first and last-mile connections.

INF5

Applies cost-effective and timely engineering, planning and design, construction practices, and established standards and specifications to align public infrastructure reinvestment capacity with community needs.

INF6

Develops, advances, and implements systems of asset management to support levels of service commitments.

INF7

Ensures compliance with federal and state regulations including environmental laws and Americans with Disabilities Act.

INF8

Develops and implements aligned infrastructure master plans and sustainable financial strategies.

INF9

Provides timely engagement opportunities and information about public infrastructure.



Community and Economic Development

Arvada's future prosperity, beautification, and quality of life will be significantly influenced by the City's ability to ensure that development meets safety requirements, design values and standards, and infrastructure needs, and that it supports the local economy to implement the community's vision. To support community and economic development, the City of Arvada:

CED1

Uses the Comprehensive Plan to guide planning, land use code decisions, development management, and informational and resource services that are delivered to residents, businesses, the development community, decision-making bodies, and neighborhood partners to achieve a well planned, aligned, sustainable, attractive, and livable community for current and future generations.

CED2

Applies a high-performing development review process that maintains the City's standards for safety, vision, and sustainable and quality design, which ensures a quality and timely review for the developer.

CED3

Supports the community's vision by cultivating an environment that attracts and retains private-sector investment, a talented workforce, and an engaged business community.

CED4

Maintains and protects the health, safety, and welfare of the public by ensuring safe buildings in the community while providing excellent customer service.

CED5

Improves access to quality housing that is affordable to a broad range of income levels and provides resources, housing, and neighborhood assistance services to Arvada residents.



Vibrant Community and Neighborhoods

A vibrant community is engaged in civic life, the arts, and the outdoors. It comprises individuals and groups who are dedicated to their community, get involved with neighborhood associations, and participate with local government to ensure responsiveness to changing needs, resulting in Arvada being the preferred place to live, work, play, and stay. To support a vibrant community and neighborhoods, the City of Arvada:

VCN1

Fosters strategic partnerships to advance quality of life and achieve an inclusive, equitable, diverse, resilient, and sustainable community.

VCN2

Provides specialized programs, environmental education, and sustainability and resource conservation services to residents, so they can carefully use and preserve resources and save money.

VCN3

Provides maintenance services, so the community and visitors can play and enjoy activities in safe and well-maintained parks, open spaces, and trails system.

VCN4

Ensures that all Arvadans have equal access to quality parks and trails that provide diverse, affordable recreation opportunities in clean, safe, and healthy environments through strategic design and land acquisition.

VCN5

Operates sustainable premier golf programs and facilities focusing on exceptional service and value to the community and the conservation of the natural environment under economically sound and socially responsible management.

VCN6

Plans and hosts events and works collaboratively with artists, arts and culture organizations, and the community to enrich Arvada's quality of life and economic vitality and to help create a vibrant, beautiful, and sustainable city.

VCN7

Supports equitable City policies, programs, and efforts to secure an economically, socially, and environmentally sustainable city.

VCN8

Enhances community health and quality of life by promoting active lifestyles and connecting Arvada's youth with the outdoors. Provides youth sports organizations with the highest quality of fields to ensure a safe and enriching playing environment for recreational and competitive sports.



Organizational and Service Effectiveness

The Organizational and Service Effectiveness Work System consists of the City Manager's Office, Communications and Engagement, City Attorney's Office, Finance Department, Information Technology Department, and Human Resources Department. The community depends on a well-managed, fiscally responsible, and transparent City government. Performance-based management practices, sustainable levels of resource use, efficient use of technology, a high-performing workforce, and legal and ethical compliance will ensure the long-term credibility and effectiveness of the City government. To support organizational and service effectiveness, the City of Arvada:

OSE1

Provides leadership, policy and guidance, communication, and engagement services to City Council, the community, and the organization by utilizing a values-driven culture, ethical behavior, and transparency to maintain trust.

OSE2

Provides essential services to the community, City Council, and City Departments, including business licensing, records and information management, administrative support for City Council, and voter assistance and election services.

OSE3

Provides legal services to the City Council, Boards and Commissions, and all work systems, so they can enforce the law, avoid or mitigate risks, and promote safety associated with City operations and protect the legal interests of the City.

OSE4

Provides leadership services to ensure appropriate staffing, financial, and technology resources to all work systems to achieve strategic and operational results.

OSE5

Provides financial management services to facilitate responsible resource allocation and sustain current service levels while identifying revenue requirements to promote long term financial resilience.

OSE6

Provide technology and implement new innovative projects to guide decisions, improve results, enhance service delivery, and continue the highest level of cybersecurity strategy in support of City operations and efficiency.

OSE7

Provides information and data to the community to support engagement in community governance, civic responsibility, and easy access to public information.

OSE8

Fosters an employer of choice work environment that attracts and retains a highly engaged, inclusive workforce and promotes a culture of wellness, safety, cycles of learning, and performance excellence.

OSE9

Supports a resilient workforce and community that are able to withstand stresses and shocks while maintaining essential functions through operational readiness and resource mobility, and by facilitating a quick, effective, and equitable recovery.



Organizational Alignment, Annual Reporting and Performance Measures

The City Council's Strategic Plan is designed to provide a high-level outcome-focused direction from City Council. The Plan creates the opportunity for City Teams to align their work to the City Council strategic vision and results. The City will track this alignment in Internal Implementation Plans (IIP), including Specific, Measurable, Achievable, Relevant and timely (SMART) goals that detail the annual actions that need to be taken to progress the Plan. The SMART goals will be accompanied by performance measures that provide quantitative indicators to communicate and inform the direction and successful completion of these goals. Together they serve as an important form of accountability to the City Council and to the public. Every quarter, directors will report out to the City Manager's Office on the progress of their implementation plans.

Periodic Strategic Plan updates to City Council will be provided through City Council Meetings, Quarterly Financial Reports, Quarterly Implementation Plan Reports, and an Annual City Manager status report.

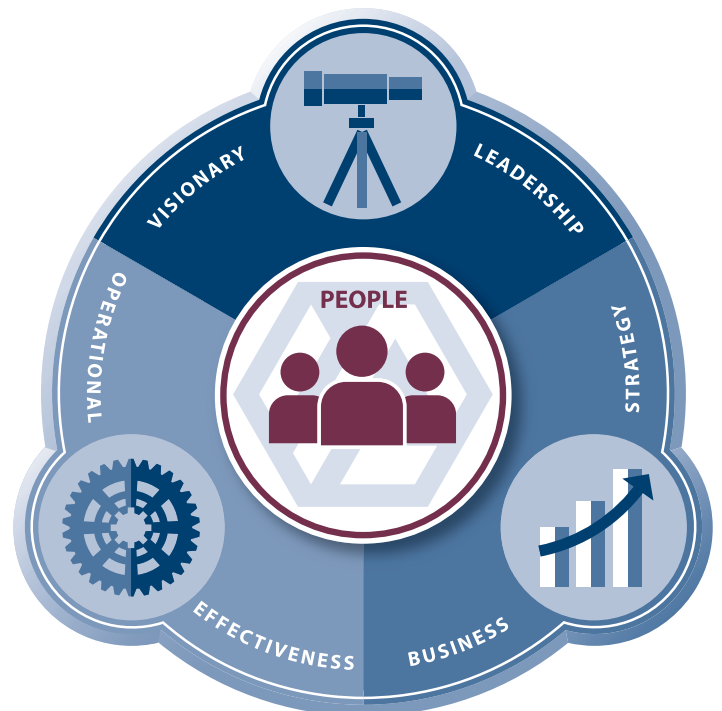
In addition to implementation plans, Performance-based Budgeting is a process that aligns the allocation of resources with the City Council Strategic Plan to deliver the desired results. It provides the framework for accomplishing the Council's Strategic Results and goals by requiring each department to present its proposed budget in a consistent manner by utilizing the following elements:

- A summary of services, customer(s), and what the customer(s) will experience;
- An alignment to one or more Council Strategic Results, work system services, or other Strategic Plan elements;
- Programs that define levels of service and the cost, as well as the full-time employees required to provide the service levels, and what changes (up or down) would be necessary to continue to deliver the program.
- Known future challenges and opportunities should also be identified.

Performance-based Budgeting will be used to develop and present each Biennial Operating and Capital Budget for consideration by the City Council. Each Biennial Operating and Capital Budget is presented in

late August and Council approval must be completed by October 31 of the even-numbered year prior to the odd-numbered year the budget is implemented. Council approval authorizes expenditure authority for only one year. Staff must develop and present an updated budget for the second year, which Council will consider and approve in the same manner in order to authorize expenditures for the second year of the Biennial Operating and Capital Budget. The City publishes Quarterly Financial updates to provide timely information on the City's major operating funds, including an update on key strategic performance measures.

Each year, the City Manager will present a status report on each of the Strategic Results within the Strategic Plan. This status report will be presented during a public workshop or retreat in a manner that facilitates interaction and discussion between Council and staff. As determined by City Council, community members may be invited to discuss the Strategic Results or Council may direct staff to conduct additional public meetings in order to encourage community discussion. The City Manager will utilize goals and performance measures outlined in the Internal Implementation Plans in the review of the Strategic Results.



Glossary

Biennial Operating and Capital Budget

The two-year budgeting process that allocates resources for operations and capital projects.

City Council Strategic Plan

A planning document that establishes community priorities and strategic results scheduled for accomplishment during a six-year implementation horizon.

City Team

A reference to City employees.

Connectivity

Generally refers to the quality or state of being connected, linked, or joined. In various contexts, it can refer to physical connections (like transportation infrastructure, trails, etc.), digital connections (like websites, and software), or abstract connections (like social or cultural ties).

Handy Links

Accompany each result to City and external resources for further information, key resources, and foundational documents that support and correlate with the results and its subsequent goals.

Homelessness

A condition in which an individual or family lacks a fixed, regular, nighttime residence; resides in a public or private residence that is not designed or intended to be a regular sleeping accommodation for human beings; lives in a supervised shelter designated to provide temporary living arrangements; and/or is at imminent risk of losing their housing and has no subsequent residence identified or resources to obtain other permanent housing.

Implementation Principles

Principles that cross-cut each Work System and are expected of all City Team Members to uphold in all actions while implementing strategic results and goals.

Leadership Team

A group of City employee executive level leaders including Directors, Deputy City Managers, and Council Appointees.

Modernization

Is the process of updating an organization's practices, and systems to keep up with emerging technologies, new information, and evolving standards.

Middle Managers

Individuals who hold positions with the responsibility for the overall management of a distinctly budgeted program.

Performance-based Budgeting

A process that aligns the allocation of resources with the City Council Strategic Plan to deliver the desired results

Performance Measures

Indicators used to track progress, evaluate effectiveness, and inform decision-making toward the achievement of strategic goals.

Physical Infrastructure

The basic physical structures and facilities that are necessary for the functioning of a society, economy, or organization. This includes buildings, roads, bridges, railways, airports, ports, water supply and sewage systems, and other essential structures and facilities.

Physical Systems

The tangible, material components of infrastructure or mechanisms that exist in the physical world. This can include things like buildings, roads, bridges, water supply systems, and transportation networks. Physical systems are typically constructed or engineered to serve specific purposes and provide essential services to society.

Priority Areas

City Council designated areas of focus and commitment.

Quality of Life

Overall well-being and satisfaction that individuals or communities experience in various aspects of their lives. It encompasses physical health, mental health, social relationships, financial security, safety, access to services and amenities, and the overall environment. A high quality of life is often associated with positive feelings of happiness, fulfillment, and satisfaction with one's life circumstances.

Resilience

Refers to the ability of individuals, communities, or systems to withstand, adapt to, and recover from adversity, challenges, or stressful events. It involves the capacity to bounce back from difficult experiences, maintain mental and emotional well-being in the face of adversity, and continue functioning effectively in the midst of disruption or change. Resilience is characterized by flexibility, adaptability, and the ability to learn and grow from adversity.

SMART Goals

Goals that are specific, measurable, achievable, relevant, and timely.

Strategic Goal

Work System level goals that create clear alignment to organizational actions in furthering the progress of the City Council Strategic Results.

Strategic Result

High-level strategic direction that Council has identified to guide the organization's priorities, resource allocation, and efforts across a six-year implementation horizon.

Technology Infrastructure

The foundational hardware, software, and networking components that enable the operation of information technology systems and services. It includes physical components such as servers, storage devices, routers, and switches, as well as virtual components, such as operating systems, databases, and applications. Technology Infrastructure also encompasses the networks and communication systems that connect these components and facilitate data transfer

Transportation Network

The infrastructure and systems that allow for the movement of people, goods, and vehicles from one location to another. This network includes roads, highways, bridges, railways, airports, ports, and public transportation systems such as buses and trains. The transportation network is essential for enabling economic activity, facilitating travel and trade, and connecting communities.

Technological Systems

The integrated combination of hardware, software, and networks that are designed to perform specific functions or tasks. This can include computer systems, communication networks, and information systems that enable the processing, storage, and transmission of data and information. Technological systems are often used to enhance efficiency, productivity, and connectivity in various aspects of life and industry.

Work System

Department structures that serve as organizational alignment which supports collaboration in the delivery of services to the Arvada Community.

Work System Services

Describe the core deliverables and services provided by each Work System.



City Council Strategic Plan

2024 - 2030



Presented on 4-22-2024



Adopted on ??-??-2024



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City Council Welcome

Dear Arvada Community,

The City Council is pleased to present the City Council Strategic Plan, a comprehensive document that outlines our desired community outcomes and sets forth the Strategic Results and Goals that we aim to achieve over the next six years. This document serves as a guide for our efforts in enhancing the quality of life for all residents.

The Strategic Results provide high-level strategic direction, guiding our priorities, resource allocation, and efforts. These are complemented by Strategic Goals, which further align organizational actions with the City's overarching objectives.

This foundational plan sets the vision for other long-range planning documents and holds significant weight in informing our City budget, ensuring that our financial resources are directed towards endeavors that advance our shared objectives.

Furthermore, the document outlines services detailing the core deliverables provided by the City. The alignment of City operations with this Plan helps to ensure that our operations remain focused and effective in meeting the needs and desires of our community.

As we move forward, the City Council Strategic Plan will serve as the foundation for the City's accountability and progress. It sets the direction for the City and outlines the path we will take to fulfill our mission of enhancing the lives of everyone in our community.

Sincerely,

City of Arvada City Council



City of Arvada
Mayor
Lauren Simpson



Councilmember
At Large
Sharon Davis



Councilmember
At Large
Lisa Feret



Councilmember
District 1
Randy Moorman



Councilmember
District 2
Shawna Ambrose



Councilmember
District 3
John Marriott



Councilmember
District 4
Bob Fifer

City Profile

The City of Arvada, a picturesque first-ring suburb of Denver, offers a small-town atmosphere despite its population of approximately 123,436 residents in 49,411 households.

Established in 1870, Arvada boasts a rich history, serene tree-lined neighborhoods, and a thriving mix of businesses. Our civic leaders prioritize both quality of life and support for business and economic growth, earning recognition for our business retention program at the state and national levels.

Spanning nearly 23,000 acres, Arvada is easily accessible via three nearby interstate highways, providing convenient connections to the wider metropolitan area and Denver International Airport. The City's extensive trail system connects to Denver's trails in the east and the Rocky Mountains' foothills in the west, complemented by numerous parks and open spaces.

Arvada's historic downtown offers a diverse shopping and dining scene. With a diverse economic base, well-educated workforce, low crime rate, and exceptional quality of life, Arvada stands out as one of the most appealing and competitive cities in Colorado!



Background and History

The City Council Strategic Plan is the guiding document that lays the foundation for meeting current and future community needs. The Biennial Operating and Capital Improvement Budget will align with the City Council Strategic Plan, driving daily operations within the City. The Plan is reviewed annually as part of the City Council Strategic Planning Retreat focusing on Strategic Results.

In 2013, the Arvada City Council developed and adopted the first comprehensive, citywide Strategic Plan. The 2014 – 2019 Strategic Plan outlined five priority areas to focus on. The Priority Areas also known as Work Systems are Safe Community, Infrastructure, Community and Economic Development, Vibrant Community and Neighborhoods, and Organizational and Service Effectiveness. Work Systems are department structures that serve as organizational alignment that supports collaboration in the delivery of services to the Arvada Community.

In 2019, the City Council adopted the 2020-2025 City Council Strategic Plan. Significant changes were made to 2020-2025 City Council Strategic Plan between 2020 and 2024 in order to be responsive to the evolving environment. Most notably, this involved changing priorities and funding due to the COVID-19 pandemic.

Revisions to the previous plan:

- June 1, 2020: Resolution R20-047
- July 19, 2021: Resolution R21-095
- May 16, 2022: Resolution R22-033
- May 1, 2023: Resolution R23-043

These changes allowed the City to be adaptive and responsive but also grew the Strategic Plan in breadth and depth, ultimately resulting in more short-term goals and decreased long-term vision. Setting, achieving, and reporting short-term goals is an important process and tool of accountability to be paired with a City Council Strategic Plan but should be reflected and reported on outside of the Plan.

The decision to transition to a new City Council Strategic Plan early was based on the need to develop a visionary plan with higher utility, more alignment, and elevated strategy. These efforts will support the City's mission to deliver superior services to enhance the lives of everyone in our community, both now and into the future. In early 2024, the City Council, in collaboration with City Leadership, began developing this 2024-2030 City Council Strategic Plan.

Process

In January 2024, City Council received a comprehensive report that outlined the progress made on the 2020–2025 City Council Strategic Plan. This report served as the Plan’s closing record. The report provided a review of progress on the Strategic Results and Milestones which reflect the challenges, achievements, and continued commitment to the work outlined in the Plan.

Ahead of the February 2024 City Council Strategic Planning Retreat, the City Council received two key presentations. First, the 2023 Community Survey results, and second, the 2024 update on the City’s Budget and Financial Resilience. These key inputs of information, paired with the performance information received in the summary report, served as a foundation in City Council’s strategic planning direction and results.

During the Strategic Planning Retreat, the Council determined the most important Strategic Results which would further the City’s Mission of delivering superior services to enhance the lives of everyone in the community. As a part of this process, the City Council identified its key success factors: safety,

financial stewardship, accessibility, affordability, reliability, opportunity, accountability, ethics, inclusion, sustainability, freedom, and a vibrant economy. These were woven into the results and goals presented in this Plan. Ultimately, City Council’s Strategic Results focused on addressing **homelessness**, improving **housing options**, bolstering **quality of life**, supporting a **vibrant local economy**, and improving **physical and technology systems**.

Following the retreat, the City Leadership Team built upon the City Council’s Results. Leaders curated Strategic Goals to support the implementation of Council’s strategic direction, including perspectives from middle managers. The organization-wide and bottom-up approach helps to ensure the successful alignment of team member work to the City Council’s vision, creating accountability to the Arvada Community.

In this Plan, Strategic Results are presented in alphabetical order, with no implied priority. The subsequent sections of this document feature numbered lists of Strategic Goals and Work System Services, also for reference only and without any priority indication.

Community Voice

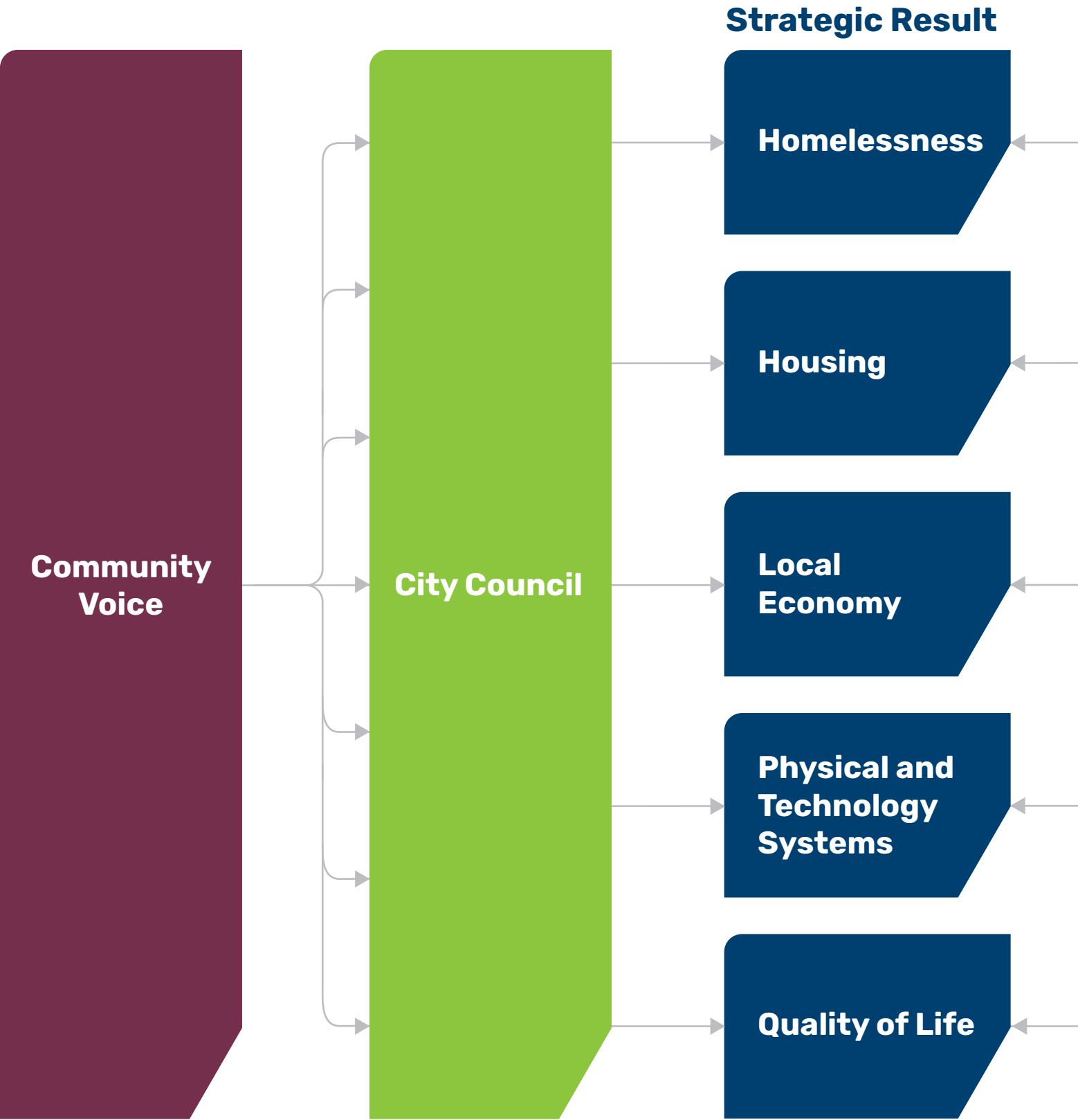
Since 1997, Arvada residents have been rating their satisfaction with regard to quality of life, community amenities, and local government via the Community Survey. The survey gives residents an opportunity to provide feedback to the City government on what they believe is working well and what is not, and to communicate their priorities regarding community planning and resource allocation. This information is critical to the City’s understanding of the current and future needs of Arvada residents.

The City Council and the City’s Leadership Team use Community Survey findings to inform their strategic planning. Resident perspectives help direct focus on opportunities to maintain or improve service levels in order to better meet expectations. Key findings in the 2023 Community Survey include:

- Residents feel safe in their neighborhoods (90%) and citywide during the day (66%).
- Parks and open space satisfaction is high.
- The majority (76%) view Arvada as delivering services equitably.

- Satisfaction, in general, is high among Arvada residents, particularly with City services (69%) and quality of life (73%).
- Management of traffic and infrastructure developments are opportunities for growth for the City, particularly in managing concerns of overdevelopment.
- Homelessness and affordable housing are still important to residents and support for programming-based solutions is high.
- Residents are mixed in their opinions towards the growth and development citywide.

These findings are reflected in the City Council Strategic Plan through a focus on addressing homelessness, identifying appropriate solutions to housing affordability, maintaining and improving quality of life and a thriving local economy, and addressing the need for physical and technology infrastructure investments.

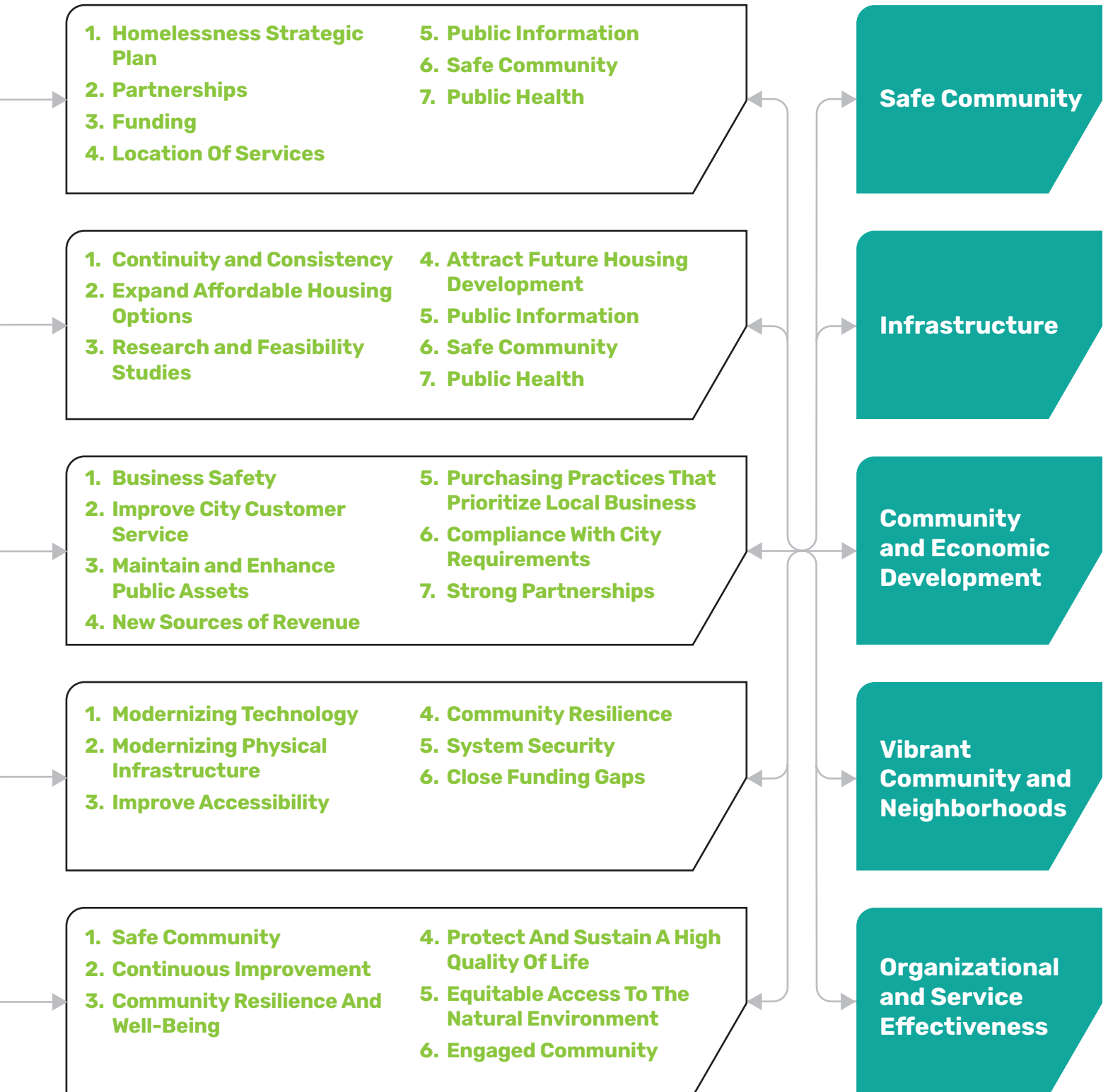


Strategic Alignment

The golden thread symbolizes the strategic alignment connecting our overarching Strategy through to individual actions. It begins with the community voice, which informs the City Council's strategic direction, translating into results and goals. This thread extends seamlessly into work system services, embodying core deliverables, and internally through implementation plans executed by the City Team. Implementation Plans are led by the City Manager, to realize the Council's strategic direction.

Strategic Goal

Work System



Mission Vision Values

From 2015 to 2016, the City engaged in a cultural transformation initiative, using extensive internal and external input, in order to redefine its Mission, Vision and Values (MVV). The City's revised MVV was created through a collaborative process with representatives from all Work Systems and workforce levels. The City's values directly support and reinforce the City's Mission, Vision, and core competencies. In August of each year, the workforce celebrates and re-confirms their commitment to the MVV.



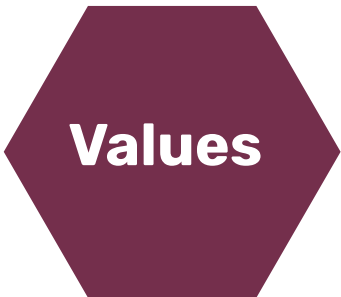
Mission

We are dedicated to delivering superior services to enhance the lives of everyone in our community.



Vision

We dream big and deliver.



Values

Innovation

We excel in creativity, flexibility and the use of best practices while valuing diverse backgrounds, ideas and perspectives.

Passion

We are a high-performing, inclusive team inspiring each other to pursue excellence.

Opportunity

We value our diversity, embrace possibilities, face challenges, persevere and take action to deliver quality results.

Implementation Principles

Implementation principles are the core competencies expected of the organization in implementing the direction outlined in this Strategic Plan. They apply across Work Systems and guide how the City Team leads the achievement of the City Council's Strategic Results and Strategic Goals.

Customer Focused

The City of Arvada prioritizes customer needs by responding promptly, building strong relationships, gaining insights into their needs, and delivering customer-centric solutions that meet or exceed expectations. The City of Arvada provides transparent and accessible communication for the community. We strive to create opportunities for meaningful and inclusive community engagement.

Results and Data-Driven

The City of Arvada sets and exceeds clear, evidence-based goals, continually improving services by collecting, analyzing, and applying data. We motivate ourselves and others and seek clarity in responsibilities. We monitor our progress by integrating evaluation and benchmarking with industry standards into our work processes and ultimately achieve results.

Diversity, Equity, Inclusion and Accessibility

The City of Arvada will foster, cultivate, and preserve a culture of diversity, equity, inclusion, and accessibility to benefit its current and future organization and community. The City will lead by example in the advancement of Diversity, Equity, Inclusion, and Accessibility through deliberate practices.

Culture of Safety

The City of Arvada values the health, safety, and welfare of its employees. For this reason, the City Team upholds a culture of safety and maintains a strong understanding of safety practices, holds themselves accountable to safety policies, and responds promptly to safety issues, inquiries, and reporting requirements.

Adaptive and Resilient

The City of Arvada exemplifies resilience and adaptability through its commitment to financial stewardship, fostering a high-performing workforce, and implementing adaptive practices that effectively respond to dynamic environmental changes, ensuring sustainable progress and prosperity for its community.



Homelessness

City Council Strategic Result

Collaborate and coordinate with nonprofits, local organizations, and regional governments to advance services to individuals experiencing homelessness or at risk of experiencing homelessness.

More about this Result

For the past decade, the City has seen a significant increase in individuals experiencing homelessness. In response, the City has organized and participated in various meetings, summits, and regional efforts with government partners and service providers to discuss and develop responses. The Arvada Police Department and their Community Outreach, Resources and Enforcement (CORE) team have been focusing on responding to homeless needs, community concerns, and camp cleanups. With the number of individuals experiencing homelessness continuing to grow, there is a pressing need to take immediate action on the most concerning issues and develop intermediate and long-term plans.

As the City addresses homelessness, the outcomes ripple across various facets of society. When individuals experiencing homelessness are able to find stability and support, this leads to improved mental and physical well-being for themselves and their families. With stable housing, residents can focus on building brighter futures. A robust economy will flourish as formerly unhoused individuals become active participants in the workforce. Community members and visitors feel safer and more welcomed in public spaces. Social impacts can be addressed directly with reduced strain on public services and increased community cohesion.

Strategic Goals to Achieve the City Council Result on Homelessness:

1. Develop a Homelessness Strategic Plan that will set a path forward for street outreach, 24/7 emergency shelter, partnership agreements for the provision of services, and transitional housing opportunities. The Strategic Plan will consider the feasibility of and opportunities for a navigation center.
2. Be the catalyst that supports partnerships with non-profits and local organizations and agencies to deliver programs and services that reduce or prevent homelessness.
3. Research and seek one-time and recurring funding options, including grants and regional agreements in support of homelessness services.
4. Work with community partners to find a suitable location for the provision of homeless services outside of Olde Town.
5. Support access to public information about homelessness and community solutions to foster understanding and empathy while empowering individuals and organizations to contribute to sustainable solutions.
6. Provide outreach and resources to those in need while also enforcing laws and ordinances to create a safe community for all to enjoy.
7. Enhance the City's capacity to continue providing resources by implementing strategies that prioritize public health and safety, thereby minimizing risks for community members and the City.

Handy Links

Point in Time Count

Heading Home

The City's Strategic Plan for Homelessness (January 2023)

Sub-area Plans (Square Lake, New Town, Olde Town Strategic Reinvestment Plan, Northwest Arvada)

CORE Officer Assignment Description

Police Policy 468 Community Outreach Resource Enforcement Unit

Housing Strategic Plan Coming Soon!

Comprehensive Plan Update Coming Soon!

Homelessness Strategic Plan Update Coming Soon!

Housing

City Council Strategic Result

Improve access to diverse, safe, and affordable housing options and programs, providing residents with opportunities to obtain housing that meets their needs in all phases of life.

More about this Result

Arvada's existing housing stock primarily consists of single-family homes with 75% of households owning their home. Buying a home is increasingly out of reach for fixed, low and moderate-income households. Over half of Arvada's renters are cost-burdened (spending 30% or more of gross income on housing). At the same time, rising rent prices have resulted in fewer units available at affordable rates. The City of Arvada utilizes grants like the Housing Choice Voucher Program and the Community Development Block Grant, as well as other funding sources to support affordable housing opportunities.

Improving access to diverse, safe, and affordable housing options and programs leads to myriad positive outcomes for residents. By increasing housing diversity and affordability, the City can more effectively support residents in locating suitable housing that meets their specific needs. Elevating these strategic housing goals will provide cost-burdened households the opportunity to secure housing that supports their well-being and quality of life. Overall, these efforts promote a more equitable and sustainable Arvada, where all residents have the opportunity to secure housing that supports their well-being and contributes to a vibrant and inclusive community.

Strategic Goals to Achieve the City Council Result on Housing:

1. Ensure continuity and consistency of housing strategies throughout the City's foundational and guiding plans and policies.
2. Prioritize opportunities to expand affordable housing options in collaboration with the community, development, and funding partners.
3. Conduct research and feasibility studies to explore the viability of and opportunities for expanding attainable housing options.
4. Foster a welcoming community that attracts future housing development and ensures residents feel safe and secure.
5. Provide robust and efficient services that facilitate the development of diverse housing stock.
6. Plan, fund, design and construct sustainable physical infrastructure to address level of service gaps in underserved areas and along transportation corridors.
7. Provide communication, marketing, and engagement strategies to increase awareness and accessibility of housing options and programs, ensuring residents have increased opportunities to secure housing.

Handy Links

Point in Time Count

Land Development Code

2014 Comprehensive Plan

Sub-area Plans

**PD CRIT Crime Free
Multi-Housing Training**

Housing Strategic Plan
Coming Soon!

Local Economy

City Council Strategic Result

Bolster a vibrant local economy by delivering efficient and cost-effective services and support for business in Arvada.

More about this Result

The City of Arvada enjoys a broadly robust local economy with low commercial vacancy rates, low local unemployment rates and an active business support community. Arvada has long been a desired destination for businesses. Multiple business support agencies such as the Arvada Economic Development Association, the Arvada Chamber of Commerce, Arvada Urban Renewal Association, the Olde Town Business Development Improvement District, and the Arvada Visitors Center contribute to Arvada's current business-friendly environment.

Continuing to prioritize the local economy is crucial for the City's overall financial well-being. A strong

local economy provides numerous benefits, including job creation, stable tax revenues, and enhanced quality of life for residents. By prioritizing the local economy, a city can foster economic growth, attract new businesses, and retain existing ones, which in turn leads to a more diverse and resilient economy. An attractive business environment will generate job opportunities across various sectors. A local economy with a diverse mix of businesses improves access to goods and services. Staff will continue to engage with partners on a consistent basis in order to assist with business recruitment and retention, as well to learn new practices and offer technical and financial resources.

Strategic Goals to Achieve the City Council Result on Local Economy:

1. Provide a safe community to attract and retain a healthy business community, provide education and outreach to local businesses, and hold accountable those who victimize businesses and their patrons.
2. Strive to understand the changing needs of our business community while continuously reviewing and enhancing city operations to improve the customer experience.
3. Maintain and enhance public assets to attract residents, businesses, workers, and visitors.
4. Identify and utilize new sources of revenue and funding to deliver efficient and cost-effective services that promote economic growth.
5. Maximize the local economic benefit of the City's operating and capital budget through purchasing practices that prioritize local business.
6. Provide support for businesses to comply with City requirements that also protect the interests and safety of residents.
7. Foster a supportive and attractive business environment by continuing to strengthen City, community, and business partnerships to provide resources and support opportunities.

Handy Links

Budget Book

Revenue Manual

Quarterly Report

**Olde Town Strategic
Reinvestment Plan**

Retail Work Plan
Coming Soon!

Physical and Technology Systems

City Council Strategic Result

Improve City and community connectivity by providing reliable and accessible physical and technology systems.

More about this Result

The City of Arvada provides and maintains a robust network of physical infrastructure, including trails, parks, open space, transportation network, sidewalks, water, wastewater, and stormwater systems. These physical systems are crucial for ensuring the smooth functioning of the City and the well-being and connectivity of its residents. Additionally, the City provides and utilizes technology systems for efficient operations, service delivery, and communication with external and internal customers.

The City of Arvada will continue to invest in and prioritize the development, maintenance, and integration of robust physical and technology systems to ensure their reliability and accessibility for all residents and businesses. This goal aligns with our commitment to fostering a resilient, connected, and innovative community that meets the evolving needs of our residents. By pursuing these initiatives, Arvada aims to create an environment where reliable and accessible physical and technology systems contribute to the well-being, quality of life, and vibrancy of the community.

Strategic Goals to Achieve the City Council Result on Physical and Technology Systems:

1. Identify and prioritize projects for modernizing our technology systems to provide effective service delivery.
2. Identify and prioritize projects for modernizing our physical infrastructure to maintain and elevate service levels.
3. Improve internal and external accessibility to information, programs, systems, and services.
4. Ensure all physical and technology assets support reliable safety response, emergency preparedness, and City and community resilience.
5. Ensure the security of the physical and technology systems while also investigating and holding accountable those who put our systems at risk.
6. Close infrastructure deficit and funding gaps.



Handy Links

Utilities Transparency Website

Budget Book

Land Development Code

2014 Comprehensive Plan

Sub-area Plans

Quality of Life

City Council Strategic Result

Foster an accessible and inclusive community that preserves and improves quality of life and ensures a safe and thriving place for all community members.

More about this Result

Arvada residents rate quality of life favorably. The City provides a broad spectrum of services and programs that contribute to quality of life, each of which addresses different aspects of community life to enhance overall well-being. Quality of Life considers various factors, including access to essential services, the availability of recreational and cultural activities, and the safety and cleanliness of the environment with a focus on ensuring equitable access for all residents. Quality of Life also takes into account ease of transportation, inclusivity, and diversity of the community, and the presence of sustainable practices that ensure the health of the environment for future generations. Essentially, Quality of Life is about creating environments

where individuals and families can thrive and feel a strong sense of belonging and satisfaction in their daily lives.

Additionally, public safety initiatives, including community policing and emergency preparedness programs, ensure that residents feel safe and secure. Environmental sustainability programs, such as green spaces preservation, waste reduction initiatives, and clean energy projects contribute significantly to the physical and mental well-being of the community, making it a more attractive and livable place for everyone.

Strategic Goals to Achieve the City Council Result on Quality of Life:

1. Create a safe community for all to enjoy through education, neighborhood connection, and engagement while also ensuring compliance with laws and ordinances.
2. Take care of our community by continually improving and adapting to the changing needs of our community members and environment.
3. Strengthen community resilience and well-being by proactively collaborating in emergency management initiatives, ensuring preparedness, effective response, and swift recovery.
4. Prioritize policies, practices, and projects for development that protect and sustain a high quality of life for residents and businesses.
5. Provide equitable access to the natural environment citywide and preserve these amenities for future generations.
6. Engage the community in meaningful opportunities to share their perspectives and values on decisions that affect them.
7. Provide exceptional customer service to all residents, businesses, and visitors of the City.

Handy Links

Community Survey

Land Development Code

Chapter 62 of the Arvada City Code

2014 Comprehensive Plan

Parks Master Plan

Total Rewards Philosophy

Priority Areas and Work System Services

Work Systems ensure City Council Priority Areas are supported through organizational alignment and collaboration in delivering services to the Arvada Community. Each Work System has core responsibilities, expectations, and service delivery obligations which are listed in the following sections. These serve as the foundation for the Strategic Plan, with Work System Services being essential to the City and Community functions. Strategic Results and goals are built upon these services, which inherently support their achievement.

Safe Community

The Safe Community Work System consists of the Police Department and Municipal Court. Together they provide Community-based policing, connected neighbors, engaged local businesses, supportive community institutions, and a fair and impartial justice system, all working together to ensure Arvada is a safe place to live, work, play, and stay. To support a safe community, the City of Arvada:

SC1

Achieves and maintains the gold standard in public safety by meeting and exceeding standards set forth through the Commission of Accreditation for Law Enforcement Agencies (CALEA) to assist with the designation of one of the safest communities in Colorado.

SC2

Provides customized police services making the community feel safe and secure, including proper investigation, appropriate case filings, and crime scene investigation, resulting in an increased likelihood of identifying and prosecuting those responsible for committing crimes.

SC3

Ensures the Police Department has adequate communication, information, financial management support, staffing levels, and leadership services to achieve strategic and operational results, including maintaining a well-informed community.

SC4

Applies inspection, enforcement, community support, and neighborhood engagement services to residents, businesses, and neighborhood partners to preserve a safe community.

SC5

Provides administrative, business, communication, and investigative services to members of the community and the Police Department with a commitment to Respect, Dedication, and Responsibility.

SC6

Provides an independent, fair, and impartial justice system that efficiently processes the court docket, renders fair and just decisions, and holds all stakeholders accountable while providing access to resources and services to reduce recidivism and improve the well-being of defendants.



Infrastructure

The Infrastructure Work System consists of the Public Works and Utilities departments. The community depends on a well-maintained foundation of streets, sidewalks, and water, wastewater and stormwater facilities. Planned and steady population growth requires proper maintenance of existing infrastructure including City buildings and fleet, as well as additional capacity to support a thriving community. To support infrastructure, the City of Arvada:

INF1

Provides the community with a safe, resilient, high-quality water supply, drainage system, wastewater disposal, and solid waste management services for full city build-out, as defined by the Comprehensive Plan. This includes maintaining utility rates at lowest practical levels with accurate billing that supports robust and reliable infrastructure.

INF2

Invests in and maintains safe, resilient, accessible, and environmentally efficient City facilities and fleet vehicles.

INF3

Maintains existing roads and transportation network in tandem with snow and ice control services to ensure swift and safe transportation modes for the community.

INF4

Innovates safe, accessible, and efficient connections to modes of transportation, including transit, streets, sidewalks, and bikeways, with a focus on enhanced technology at high-priority intersections improving safety, minimizing traffic congestion, and making first and last-mile connections.

INF5

Applies cost-effective and timely engineering, planning and design, construction practices, and established standards and specifications to align public infrastructure reinvestment capacity with community needs.

INF6

Develops, advances, and implements systems of asset management to support levels of service commitments.

INF7

Ensures compliance with federal and state regulations including environmental laws and Americans with Disabilities Act.

INF8

Develops and implements aligned infrastructure master plans and sustainable financial strategies.

INF9

Provides timely engagement opportunities and information about public infrastructure.



Community and Economic Development

Arvada's future prosperity, beautification, and quality of life will be significantly influenced by the City's ability to ensure that development meets safety requirements, design values and standards, and infrastructure needs, and that it supports the local economy to implement the community's vision. To support community and economic development, the City of Arvada:

CED1

Uses the Comprehensive Plan to guide planning, land use code decisions, development management, and informational and resource services that are delivered to residents, businesses, the development community, decision-making bodies, and neighborhood partners to achieve a well planned, aligned, sustainable, attractive, and livable community for current and future generations.

CED2

Applies a high-performing development review process that maintains the City's standards for safety, vision, and sustainable and quality design, which ensures a quality and timely review for the developer.

CED3

Supports the community's vision by cultivating an environment that attracts and retains private-sector investment, a talented workforce, and an engaged business community.

CED4

Maintains and protects the health, safety, and welfare of the public by ensuring safe buildings in the community while providing excellent customer service.

CED5

Improves access to quality housing that is affordable to a broad range of income levels and provides resources, housing, and neighborhood assistance services to Arvada residents.



Vibrant Community and Neighborhoods

A vibrant community is engaged in civic life, the arts, and the outdoors. It comprises individuals and groups who are dedicated to their community, get involved with neighborhood associations, and participate with local government to ensure responsiveness to changing needs, resulting in Arvada being the preferred place to live, work, play, and stay. To support a vibrant community and neighborhoods, the City of Arvada:

VCN1

Fosters strategic partnerships to advance quality of life and achieve an inclusive, equitable, diverse, resilient, and sustainable community.

VCN2

Provides specialized programs, environmental education, and sustainability and resource conservation services to residents, so they can carefully use and preserve resources and save money.

VCN3

Provides maintenance services, so the community and visitors can play and enjoy activities in safe and well-maintained parks, open spaces, and trails system.

VCN4

Ensures that all Arvadans have equal access to quality parks and trails that provide diverse, affordable recreation opportunities in clean, safe, and healthy environments through strategic design and land acquisition.

VCN5

Operates sustainable premier golf programs and facilities focusing on exceptional service and value to the community and the conservation of the natural environment under economically sound and socially responsible management.

VCN6

Plans and hosts events and works collaboratively with artists, arts and culture organizations, and the community to enrich Arvada's quality of life and economic vitality and to help create a vibrant, beautiful, and sustainable city.

VCN7

Supports equitable City policies, programs, and efforts to secure an economically, socially, and environmentally sustainable city.

VCN8

Enhances community health and quality of life by promoting active lifestyles and connecting Arvada's youth with the outdoors. Provides youth sports organizations with the highest quality of fields to ensure a safe and enriching playing environment for recreational and competitive sports.



Organizational and Service Effectiveness

The Organizational and Service Effectiveness Work System consists of the City Manager's Office, Communications and Engagement, City Attorney's Office, Finance Department, Information Technology Department, and Human Resources Department. The community depends on a well-managed, fiscally responsible, and transparent City government. Performance-based management practices, sustainable levels of resource use, efficient use of technology, a high-performing workforce, and legal and ethical compliance will ensure the long-term credibility and effectiveness of the City government. To support organizational and service effectiveness, the City of Arvada:

OSE1

Provides leadership, policy and guidance, communication, and engagement services to City Council, the community, and the organization by utilizing a values-driven culture, ethical behavior, and transparency to maintain trust.

OSE2

Provides essential services to the community, City Council, and City Departments, including business licensing, records and information management, administrative support for City Council, and voter assistance and election services.

OSE3

Provides legal services to the City Council, Boards and Commissions, and all work systems, so they can enforce the law, avoid or mitigate risks, and promote safety associated with City operations and protect the legal interests of the City.

OSE4

Provides leadership services to ensure appropriate staffing, financial, and technology resources to all work systems to achieve strategic and operational results.

OSE5

Provides financial management services to facilitate responsible resource allocation and sustain current service levels while identifying revenue requirements to promote long term financial resilience.

OSE6

Provide technology and implement new innovative projects to guide decisions, improve results, enhance service delivery, and continue the highest level of cybersecurity strategy in support of City operations and efficiency.

OSE7

Provides information and data to the community to support engagement in community governance, civic responsibility, and easy access to public information.

OSE8

Fosters an employer of choice work environment that attracts and retains a highly engaged, inclusive workforce and promotes a culture of wellness, safety, cycles of learning, and performance excellence.

OSE9

Supports a resilient workforce and community that are able to withstand stresses and shocks while maintaining essential functions through operational readiness and resource mobility, and by facilitating a quick, effective, and equitable recovery.



Organizational Alignment, Annual Reporting and Performance Measures

The City Council's Strategic Plan is designed to provide a high-level outcome-focused direction from City Council. The Plan creates the opportunity for City Teams to align their work to the City Council strategic vision and results. The City will track this alignment in Internal Implementation Plans (IIP), including Specific, Measurable, Achievable, Relevant and timely (SMART) goals that detail the annual actions that need to be taken to progress the Plan. The SMART goals will be accompanied by performance measures that provide quantitative indicators to communicate and inform the direction and successful completion of these goals. Together they serve as an important form of accountability to the City Council and to the public. Every quarter, directors will report out to the City Manager's Office on the progress of their implementation plans.

Periodic Strategic Plan updates to City Council will be provided through City Council Meetings, Quarterly Financial Reports, Quarterly Implementation Plan Reports, and an Annual City Manager status report.

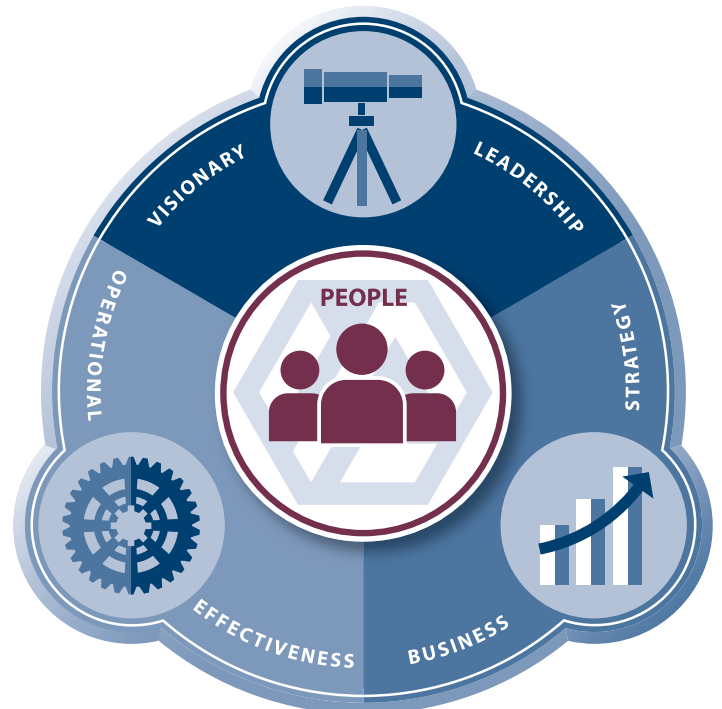
In addition to implementation plans, Performance-based Budgeting is a process that aligns the allocation of resources with the City Council Strategic Plan to deliver the desired results. It provides the framework for accomplishing the Council's Strategic Results and goals by requiring each department to present its proposed budget in a consistent manner by utilizing the following elements:

- A summary of services, customer(s), and what the customer(s) will experience;
- An alignment to one or more Council Strategic Results, work system services, or other Strategic Plan elements;
- Programs that define levels of service and the cost, as well as the full-time employees required to provide the service levels, and what changes (up or down) would be necessary to continue to deliver the program.
- Known future challenges and opportunities should also be identified.

Performance-based Budgeting will be used to develop and present each Biennial Operating and Capital Budget for consideration by the City Council. Each Biennial Operating and Capital Budget is presented in

late August and Council approval must be completed by October 31 of the even-numbered year prior to the odd-numbered year the budget is implemented. Council approval authorizes expenditure authority for only one year. Staff must develop and present an updated budget for the second year, which Council will consider and approve in the same manner in order to authorize expenditures for the second year of the Biennial Operating and Capital Budget. The City publishes Quarterly Financial updates to provide timely information on the City's major operating funds, including an update on key strategic performance measures.

Each year, the City Manager will present a status report on each of the Strategic Results within the Strategic Plan. This status report will be presented during a public workshop or retreat in a manner that facilitates interaction and discussion between Council and staff. As determined by City Council, community members may be invited to discuss the Strategic Results or Council may direct staff to conduct additional public meetings in order to encourage community discussion. The City Manager will utilize goals and performance measures outlined in the Internal Implementation Plans in the review of the Strategic Results.



Glossary

Biennial Operating and Capital Budget

The two-year budgeting process that allocates resources for operations and capital projects.

City Council Strategic Plan

A planning document that establishes community priorities and strategic results scheduled for accomplishment during a six-year implementation horizon.

City Team

A reference to City employees.

Connectivity

Generally refers to the quality or state of being connected, linked, or joined. In various contexts, it can refer to physical connections (like transportation infrastructure, trails, etc.), digital connections (like websites, and software), or abstract connections (like social or cultural ties).

Handy Links

Accompany each result to City and external resources for further information, key resources, and foundational documents that support and correlate with the results and its subsequent goals.

Homelessness

A condition in which an individual or family lacks a fixed, regular, nighttime residence; resides in a public or private residence that is not designed or intended to be a regular sleeping accommodation for human beings; lives in a supervised shelter designated to provide temporary living arrangements; and/or is at imminent risk of losing their housing and has no subsequent residence identified or resources to obtain other permanent housing.

Implementation Principles

Principles that cross-cut each Work System and are expected of all City Team Members to uphold in all actions while implementing strategic results and goals.

Leadership Team

A group of City employee executive level leaders including Directors, Deputy City Managers, and Council Appointees.

Modernization

Is the process of updating an organization's practices, and systems to keep up with emerging technologies, new information, and evolving standards.

Middle Managers

Individuals who hold positions with the responsibility for the overall management of a distinctly budgeted program.

Performance-based Budgeting

A process that aligns the allocation of resources with the City Council Strategic Plan to deliver the desired results

Performance Measures

Indicators used to track progress, evaluate effectiveness, and inform decision-making toward the achievement of strategic goals.

Physical Infrastructure

The basic physical structures and facilities that are necessary for the functioning of a society, economy, or organization. This includes buildings, roads, bridges, railways, airports, ports, water supply and sewage systems, and other essential structures and facilities.

Physical Systems

The tangible, material components of infrastructure or mechanisms that exist in the physical world. This can include things like buildings, roads, bridges, water supply systems, and transportation networks. Physical systems are typically constructed or engineered to serve specific purposes and provide essential services to society.

Priority Areas

City Council designated areas of focus and commitment.

Quality of Life

Overall well-being and satisfaction that individuals or communities experience in various aspects of their lives. It encompasses physical health, mental health, social relationships, financial security, safety, access to services and amenities, and the overall environment. A high quality of life is often associated with positive feelings of happiness, fulfillment, and satisfaction with one's life circumstances.

Resilience

Refers to the ability of individuals, communities, or systems to withstand, adapt to, and recover from adversity, challenges, or stressful events. It involves the capacity to bounce back from difficult experiences, maintain mental and emotional well-being in the face of adversity, and continue functioning effectively in the midst of disruption or change. Resilience is characterized by flexibility, adaptability, and the ability to learn and grow from adversity.

SMART Goals

Goals that are specific, measurable, achievable, relevant, and timely.

Strategic Goal

Work System level goals that create clear alignment to organizational actions in furthering the progress of the City Council Strategic Results.

Strategic Result

High-level strategic direction that Council has identified to guide the organization's priorities, resource allocation, and efforts across a six-year implementation horizon.

Technology Infrastructure

The foundational hardware, software, and networking components that enable the operation of information technology systems and services. It includes physical components such as servers, storage devices, routers, and switches, as well as virtual components, such as operating systems, databases, and applications. Technology Infrastructure also encompasses the networks and communication systems that connect these components and facilitate data transfer

Transportation Network

The infrastructure and systems that allow for the movement of people, goods, and vehicles from one location to another. This network includes roads, highways, bridges, railways, airports, ports, and public transportation systems such as buses and trains. The transportation network is essential for enabling economic activity, facilitating travel and trade, and connecting communities.

Technological Systems

The integrated combination of hardware, software, and networks that are designed to perform specific functions or tasks. This can include computer systems, communication networks, and information systems that enable the processing, storage, and transmission of data and information. Technological systems are often used to enhance efficiency, productivity, and connectivity in various aspects of life and industry.

Work System

Department structures that serve as organizational alignment which supports collaboration in the delivery of services to the Arvada Community.

Work System Services

Describe the core deliverables and services provided by each Work System.

City Council Strategic Plan

2024-2030

City Council Business Meeting- May 20, 2024

Purpose and Agenda

- Purpose
 - Seeking Council's Adoption of the City Council Strategic Plan.
- Agenda
 - Review City Council Strategic Plan Enhancements Based on Council's Feedback.

Strategic Alignment (The Golden Thread)

“ The **golden thread** symbolizes the strategic alignment connecting our overarching strategy through to individual actions. It begins with the **community voice**, which informs the City **Council's strategic direction**, translating into results and goals. This thread extends seamlessly into **work system services**, embodying core deliverables, and internally through **implementation plans executed by the City Team**. Implementation Plans are led by the City Manager, to realize the Council's strategic direction. ”

Strategic Alignment (The Golden Thread) Visual



Homelessness Strategic Goal 3

Enhanced:

Research and seek **one-time and recurring** funding options, including grants and regional agreements in support of homelessness services.

Local Economy Goal 2

Previous: Strive to understand the unique needs of our business community and optimize City operations to improve the customer experience.

Enhanced: Strive to understand the changing needs of our business community while **continuously reviewing and enhancing city operations** to improve the customer experience.

Local Economy Proposed Goal 8

**For Council Discussion and
Decision: to Include or
Exclude in Final Plan**

“Ensure long-term economic vitality and competitiveness through the implementation of climate mitigation and resiliency strategies.”

Quality of Life Goal 7

Proposed Addition: Provide exceptional customer service to all residents, businesses, and visitors of the city.

Reporting

Ad Hoc

Council Direction Received Via Variety of Avenues:

- Budget Cycle
- City Council Meetings
- City Council Workshops
- City Council New Business Request Form/Process

Informs  Influences

**SMART Goals and
Actions in Internal
Implementation Plans**

Quarterly

Internal Implementation Plans

Goal Setting, Monitoring and Reporting Tool



Quarterly Review with City Manager's Office



Quarterly Report Provided to City Council



Quarterly Status Update On City Website

Annually

Annual City Manager's Report

- Public workshop or retreat in a manner that facilitates interaction and discussion between Council and staff.
- The City Manager will utilize goals and performance measures outlined in the Internal Implementation Plans in the review of the Strategic Results.
- Open to Community

City Council Questions, Comments and Discussion



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.2.

TO: THE HONORABLE CITY COUNCIL

DATE: May 20, 2024

SUBJECT: R24-057, A Resolution Approving the 2024 Arvada Housing Strategic Plan (Presenter: Carrie Espinosa and Pat Noonan, Housing Advisory Committee Chair)

Report in Brief

Presenter: Carrie Espinosa and Pat Noonan, Housing Advisory Committee Chair

The Arvada Housing Strategic Plan identifies, prioritizes, and recommends housing goals, policies, programs, and resources to address housing needs in the City of Arvada. The draft plan was presented to the Arvada City Council during workshops held on March 25, 2024, and May 13, 2024. The city team incorporated the feedback of the City Council and the Housing Advisory Committee and recommends approval of the Housing Strategic Plan.

The Arvada team recommends that the City Council approve R24-057, A Resolution Approving the 2024 Arvada Housing Strategic Plan.

Financial Impact

There is no financial impact with the approval of the Housing Strategic Plan.

Background

On October 3, 2022, the Arvada City Council approved R22-082, A Resolution Authorizing an Intergovernmental Agreement Between the City of Arvada and the Colorado Department of Local Affairs for the Purpose of the Innovative Affordable Housing Strategies Planning Grant Program. The purpose of the agreement was for the City to receive grant funding from DOLA for the creation of a Housing Strategic Plan. The City used the grant to commission Root Policy Research to complete the Housing Strategic Plan in partnership with the newly formed Arvada Housing Advisory Committee. In May 2023, Root Policy Research and the Housing Advisory Committee began their work toward drafting the Plan, including the completion of the Housing Survey in October/November 2023 to assist in updating the Housing Needs Assessment of the Plan. According to the grant terms, the City must adopt the Plan by June 1, 2024.

During a city council workshop on March 25, 2024, Root Policy Research presented the Arvada Housing Needs Assessment findings and a draft of the Arvada Housing Strategic Plan. During the presentation, the Arvada City Council provided feedback and recommended revisions to the draft Plan. The City team incorporated the City Council's feedback and reviewed the revised Plan with the Council on May 13, 2024. The Housing Strategic Plan is finalized, and the city team recommends approval.

Discussion

The Arvada Housing Strategic Plan identifies, prioritizes, and recommends housing goals, policies, programs, and resources to address housing needs in the City of Arvada. The Plan builds on Arvada's 2020 Housing Needs Assessment and Strategy, accounting for market trends, state resources, and progress made on the 2020 Housing Plan.

The Plan describes the City of Arvada's role across the housing continuum as falling into two policy levers:

- 1) Financial assets- funding and/or land assets- to subsidize housing production, preservation and programs
- 2) Zoning tools to unlock supply, improve natural affordability and incentivize affordable/attainable projects

The Plan includes nine strategies to be considered by the city team to support the two policy levers:

1. Continue existing program funding supported by federal and state funds and service delivery partnerships
2. Continue to allocate publicly owned land (and/or acquire properties) for affordable and mixed income housing
3. Create a dedicated, sustainable revenue source to support the underfunded Arvada Affordable Housing Fund (AAHF)
4. Invest in the production of income-restricted housing, prioritizing projects that align with the housing needs
5. Invest in the preservation of affordable housing, including naturally occurring affordable housing (NOAH) and properties with expiring affordability contracts
6. Bolster implementation and coordination capacity in support of the Housing Strategic Plan
7. Incorporate additional incentives for affordable (income-restricted) developments
8. Implement the Jeffco Housing Advocacy Steering Committee's workforce housing land use recommendations
9. Explore affordability requirements in new developments

The goals and strategies outlined in the Strategic Plan were informed by a Comprehensive Housing Needs Assessment, input from residents, in-commuters, and stakeholders, city staff, the Housing Advisory Committee and the Arvada City Council.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The Housing Strategic Plan aligns with the Community and Economic Strategic Priority Area to implement a tool kit of housing mix and style plan to improve access to quality housing that is affordable for a broad range of income levels.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve the 2024 Arvada Housing Strategic Plan.

Suggested Motion:

I move that R24-057, A Resolution Approving the 2024 Arvada Housing Strategic Plan, be (approved) (rejected).

Prepared by:

Carrie Espinosa, Manager of Housing Preservation and Resources

Reviewed by:

Approved by:

Carrie Espinosa, Manager of Housing Preservation and Resources

4/29/2024

Jessica Garner, Director of Community and Economic Development	4/29/2024
Gail Walker, Legal Specialist-Contracts	4/29/2024
Emily Grogg, Senior Assistant City Attorney	4/30/2024
Linda Haley, Deputy City Manager	4/30/2024
Rachel Morris, City Attorney	5/3/2024
Lorie Gillis, City Manager	5/6/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-057

A RESOLUTION APPROVING THE 2024 ARVADA HOUSING STRATEGIC PLAN

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, the 2024 Arvada Housing Strategic Plan, which is in substantially the same form as that attached hereto.

Section 2. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 20th day of May, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____



Housing Strategic Plan

DRAFT REPORT
4/26/2024

Root Policy Research
6740 E. Colfax Avenue, Denver, CO 80220
www.rootpolicy.com
970.880.1415



ARVADA HOUSING STRATEGIC PLAN

INTRODUCTION

This Housing Strategic Plan identifies, prioritizes, and recommends housing goals, policies, programs and resources to address housing needs in the City of Arvada. The Plan builds on Arvada's 2020 Housing Needs Assessment and Strategy, accounting for changes in market trends, state resources, and the progress made on the 2020 Housing Plan.

The goals and strategies outlined in this Plan were informed by a Comprehensive Housing Needs Assessment (see Appendix A); input from residents, in-commuters, and stakeholders (also in Appendix A); as well as direction from City staff and the Housing Advisory Committee (HAC). Strategic Actions are informed by Root Policy Research's expertise and experience in peer communities and best practices in housing policy.

REPORT ORGANIZATION

Following a one-page executive summary, the Strategic Plan is organized around the following sections:

- Why Work to Address Housing Needs?
- Summary of Housing Needs and Community Engagement (for details, see Appendix A. Housing Needs Assessment, HNA).
- Progress on Action Items in the 2020 Housing Strategy.
- Housing Goals and Strategy Framework.
- 2024 Housing Strategies and Actions.

ACKNOWLEDGEMENTS

Special thanks to the City's Housing Preservation and Resources Division and the Arvada Housing Authority staff—particularly Samantha Bradley and Carrie Espinosa—and to the HAC for their continued work and input on development of the Plan; and to the numerous residents and stakeholders who participated in engagement opportunities to inform the Housing Needs Assessment and Strategic Plan.

Housing Advisory Committee Members:

Paul Bunyard
Andrew Heesacker
Roger Jones
Mindy Mohr
Patrick Noonan

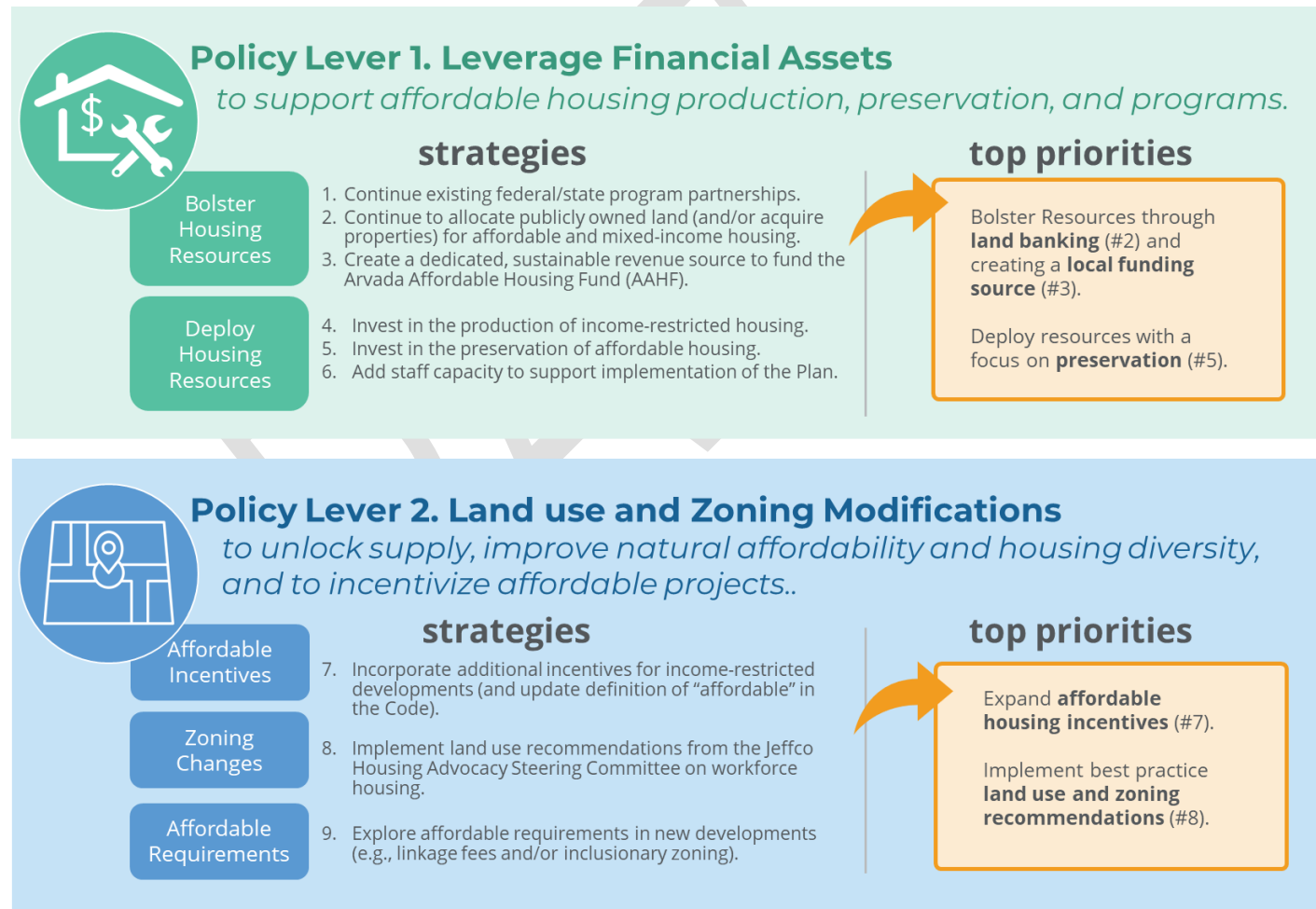
Tim Rogers
Cmbr. Lisa Feret
Matthew Wedell
Harrison Wilterdink

HUD AMI: Housing programs rely on income limits published by the U.S. Department of Housing and Urban Development (HUD) that are represented as percentages of the area median family income (commonly abbreviated as "HUD AMI" or simply "AMI"). Common programmatic income qualifications occur at 30% AMI, 50% AMI, 60% AMI, and 80% AMI. The 2023 AMI for a 2-person household in Arvada is \$99,300. See Appendix A (HNA) for additional details on how AMI is determined and the current AMI thresholds in Arvada.

EXECUTIVE SUMMARY OF STRATEGIC PLAN

OVERVIEW OF RECOMMENDED STRATEGIES

The Arvada Housing Strategic Plan policy levers, strategies, and priorities are summarized below. Strategies and action items were developed in conjunction with Arvada City staff, City Council, and the Arvada Housing Advisory Committee (HAC) and are grounded in evidence-based best practices, Root Policy Research's expertise, and input from Arvada residents and stakeholders as part of the community engagement conducted in support of the Housing Needs Assessment and Strategic Plan.



WHY WORK TO ADDRESS HOUSING NEEDS?

A balanced housing stock accommodates a full “life cycle community”—where there are affordable housing options for each stage of life from career starters through centenarians—which in turn supports the local economy and contributes to Arvada’s community culture.

- Research consistently shows that a constrained housing market negatively impacts economic growth while stable and affordable housing are central to the health of individuals, families, and communities.
- Households living in stable housing are more likely to spend their incomes in the local economy through direct spending on goods and services.
- Housing investments that allow workers to live near their place of employment can reduce the impacts of traffic and commuting, and attract new business by increasing recruitment of talent, productivity and retention of the talent that is recruited.
- Affordable housing is key to providing high quality public services as many essential workers (e.g., first responders, medical professionals, and teachers) often leave communities that do not have an adequate supply of housing in their price range.
- Affordable housing also plays a key role in preventing and resolving homelessness.
- Generational wealth from affordable home ownership is a major contributor to positive outcomes for children. As housing and equity are passed down, young adults have the option to remain in the community and have families of their own.
- Housing investments and stable housing environments also bolster local revenue, increase job readiness, help renters transition to homeownership, lower public costs of eviction and foreclosure, and increase the economic and educational opportunities for children.



SUMMARY OF HOUSING NEEDS & COMMUNITY INPUT

This section summarizes the key findings of the comprehensive Housing Needs Assessment (HNA) and associated community engagement efforts. The full HNA is included in Appendix A and includes a demographic and economic profile of Arvada, housing market trends, a housing needs analysis and full results from the resident and in-commuter survey along with stakeholder interviews and focus groups.

SUPPLY AND MARKET TRENDS

Housing supply. Arvada's housing supply did not quite keep pace with household and population growth over the past 5 years. Arvada's current housing stock is weighted toward single-family detached products (71% of all units). Production of "missing middle" types (e.g., townhomes, and du-/tri-/quad-plexes) is increasing but still constitutes a small share of sales.

Rental market. Median rents in Arvada were around \$1,600 in 2021, 56% higher than median rent in 2013. Rental units in the city have increasingly shifted to higher price points over the last decade, resulting in a sharp decline in units affordable to low- and middle-income households. Limited supply and low vacancy rates contribute to an extremely tight market.

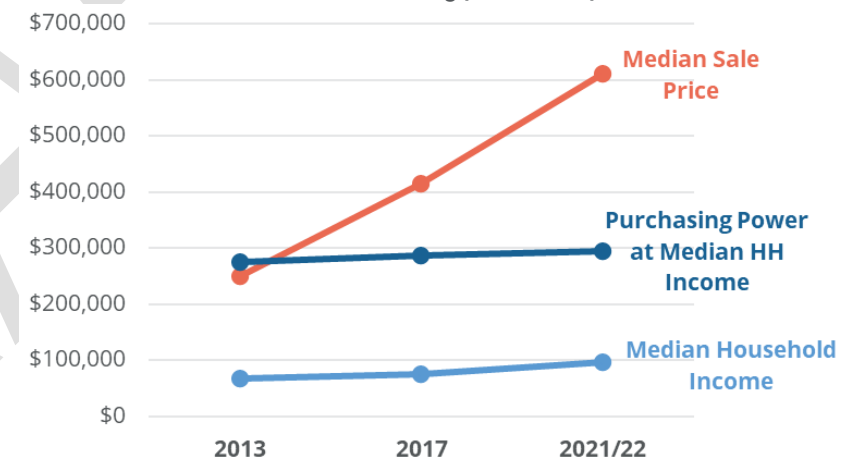
Homeownership. 75% of households own their home in Arvada; this is a similar proportion to Jefferson County overall. However, recent data on mortgage applications in Arvada show that buying a home is increasingly out of reach for low- and even moderate-income households. Arvada households now need an income of \$199,000 to afford the median price of \$606,000. Condos offer the most affordable option with a

median price around \$350,000, but account for a relatively small proportion of total sales (8%).

CHANGES IN AFFORDABILITY

The rise in home prices substantially outpaced incomes over the past five years. These trends coupled with rising interest rates are pushing homeownership further out of reach for many current and potential future Arvada households, making it difficult for renters to transition into home ownership, and for those who work in Arvada to gain access to stable housing

For-Sale Market Affordability, Arvada, 2013-2021/22



Notes: Purchasing power assumes that buyers spend 30% of their income on housing and have a 30-year mortgage with a 10% down payment. Ancillary costs (e.g., property taxes, insurance, HOA payments) are assumed to collectively account for 30% of monthly housing costs.

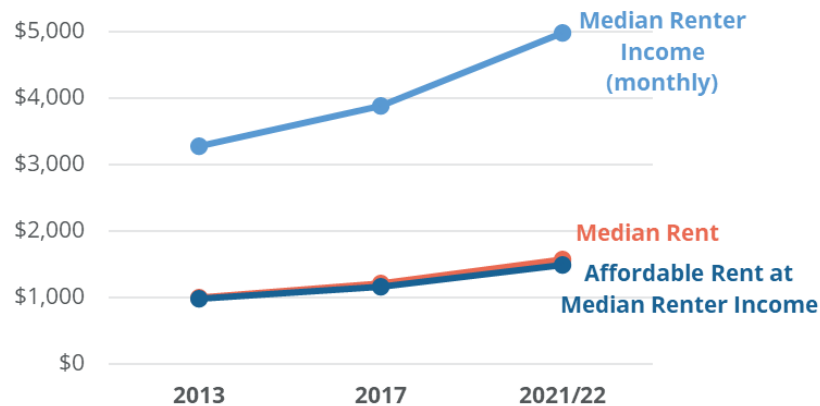
Source: 2013, 2017, and 2021 ACS 5 year, Zonda Sales Data, and Root Policy Research.

The median home price rose 144% between 2013 and 2021, far exceeding the change in median income (42%). Rising interest rates exacerbate these changes and compress affordability

SUMMARY OF HOUSING NEEDS & COMMUNITY INPUT

further: the change in purchasing power associated with rising incomes was only 7%, due to the sharp spike in interest rates over the period.

Rental Market Affordability, Arvada, 2013-2021/22



Source: 2013, 2017, and 2021 ACS 5 year, and Root Policy Research.

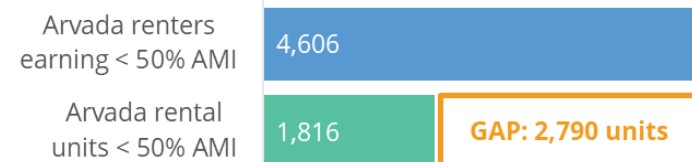
At the median, the increase in renter income and rental costs were roughly proportional (52% rise in income and 56% rise in rent). In other words—the median renter was almost able to keep up with rising rents.

Even so, over half of Arvada's renters are cost burdened (spending 30% or more of gross income on housing). This leads to housing instability, difficulties saving for a downpayment or an emergency fund, and, overall, less disposable income available to be spent at local businesses. Over the past 10 years, cost burden has started to impact higher-income renters with substantial increases in the proportion of renters earning \$35,000 to \$75,000 that are cost burdened.

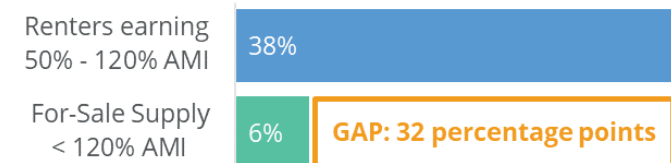
Affordable inventory. Income-restricted housing units play an important role in providing affordable rents to Arvada residents and workers with low to moderate household incomes. Arvada currently has a total of 1,400 income restricted units across 24 properties, though some are at the end of their mandatory affordability periods, with another 750 units in the pipeline.

Affordability Gaps—mismatches in supply and demand by price-point. The affordability gaps analysis indicates that affordability needs are concentrated below 50% AMI in the rental market and below 120% AMI in the for-sale market (though for-sale inventory needs do persist up to 150% AMI).

Rental Affordability Gap, Arvada



For-Sale Affordability Gap, Arvada



Source: 2013, 2017, and 2021 ACS 5 year, and Root Policy Research.

Collectively, there is an affordability shortage of 2,790 units for renters earning less than 50% AMI (even after accounting for the City's affordable, income-restricted rental inventory). The most acute affordability needs are for households earning less than 30% of AMI.

SUMMARY OF HOUSING NEEDS & COMMUNITY INPUT

Thirty-eight percent (38%) of renters have incomes between 50% and 120% of AMI—a range that historically would have placed them in consideration for first-time home purchase. However, only 6% of homes sold in Arvada in 2022 were in an attainable price-range for this group. Instead, potential buyers do not see proportional affordability in the market unless they have incomes over 150% AMI.

This creates affordability challenges for Arvada’s workers: only 8 of the 19 industries in Arvada have average wages high enough to afford the median rent in Arvada and no industries have average wages high enough to afford the median sale price (even if they have 1.5 workers per household).

COMMUNITY PERSPECTIVES

Stakeholder interviews. A broad cross-section of stakeholders, including social service providers, local employers, community advocates, and real estate developers highlighted growing housing needs in Arvada impacting economic development, employee retention, and community well-being.

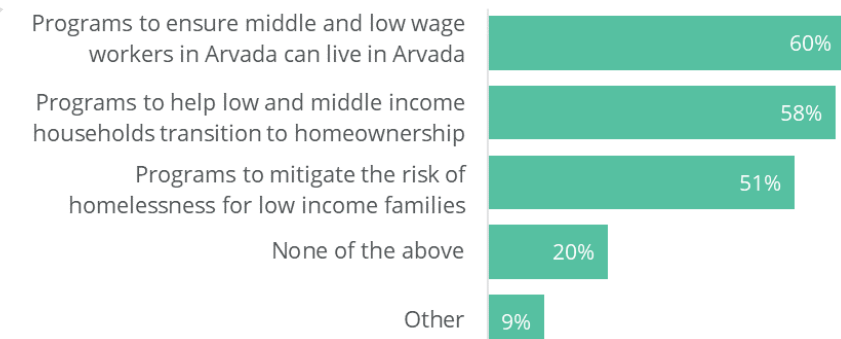
- Social service providers emphasized the need for more long-term programming to support low-income families and residents experiencing (and at risk of) homelessness.
- Real estate developers highlighted development barriers including: high parking requirements; relatively high tap fees and infrastructure costs; public opposition to multi-family; requirements for conditional use permits in multi-use zones; and slow approval processes. Addressing these barriers and/or creating deeper affordability incentives could boost housing production and affordability.

Resident survey. Arvada residents highly value housing diversity/accessibility and affordability and a broad majority (over 75% of surveyed residents) believe that housing forms typically associated with affordability—such as duplexes, townhomes, and apartments up to 3 stories along major roads—are appropriate in Arvada.

- Housing types rated most important to Arvada by survey respondents are housing for middle class families; affordable starter homes; accessible housing (e.g., no stairs); and housing affordable to residents living on fixed incomes and/or working in public service or retail.
- Nearly half of residents think that duplexes and townhomes specifically are appropriate in their own neighborhoods, with support generally trending higher towards East Arvada.

Residents did express strong support for public investment in housing—particularly for low and middle income workers as well as programs to stabilize low-income families.

What types of housing programs should the City of Arvada invest in over the next 5 years?

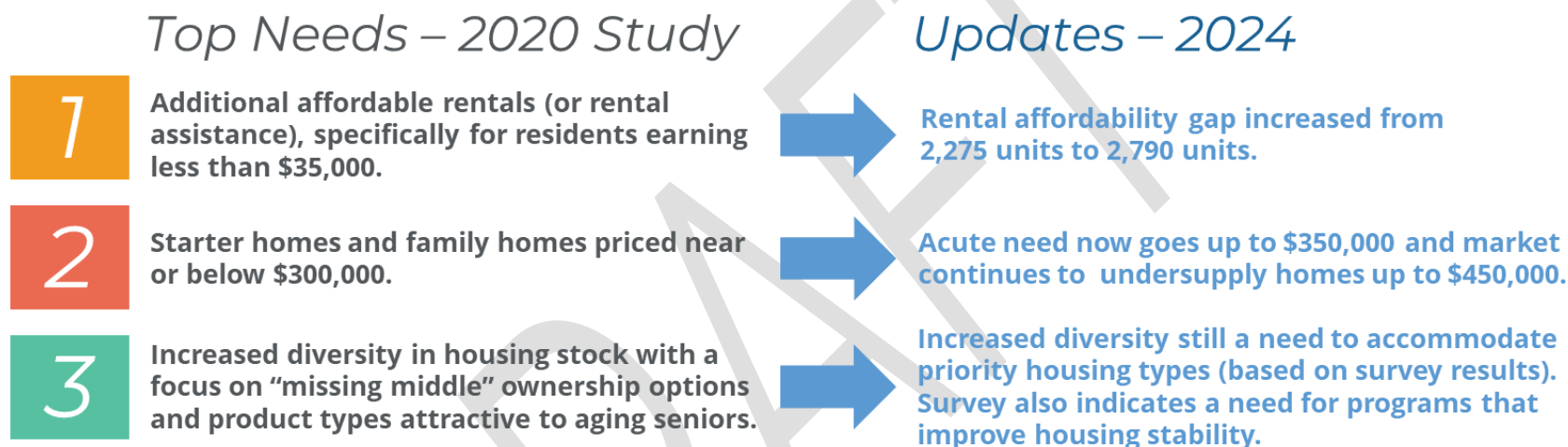


Source: Source: Root Policy Research from the 2023 Arvada Housing Survey.

PROGRESS TO DATE ON 2020 STRATEGIES

HAVE NEEDS CHANGED SINCE 2020?

The top needs identified in the 2020 Housing Needs Assessment are still present: affordable rental and ownership options and increased housing diversity. Survey results also indicate a need for programs that improve housing stability coupled with support for City investments in housing for low- and middle-income workers.



WHAT PROGRESS HAS BEEN MADE TO ADDRESS NEEDS SINCE 2020?

The 2020 Housing Needs Assessment and Strategy identified six priority strategies and related action steps to address the identified needs at that time. The figure below shows the 2020 Strategy and Action Steps and summarizes the progress the City has made on each strategy (as of March 2024).

2020 Strategy and Action Steps	Progress to Date
1. Establish a committee to implement the city’s affordable housing action plan and support affordable housing development.	HAC was formed in 2023 and meets quarterly.
2. Incorporate additional development incentives to the city’s land development code. Arvada recently updated its land development code (adopted by City Council on 5/18/20) to include a height bonus, fast-track review, and modification opportunities for affordable development. Additional incentives could include:	Arvada’s code now includes height bonus incentives and a reduced parking requirement for LIHTC developments. Parking incentives

PROGRESS TO DATE ON 2020 STRATEGIES

2020 Strategy and Action Steps	Progress to Date
• Waive or reduce development fees (up to an amount) for affordable housing development. • Waive rezone requirements (or streamline process) for developments with deep affordability. • City to utilize CDBG, HODAG or other resources to fund off site infrastructure that a development may need in return for affordable units.	have been utilized the most. The HAC also established criteria for providing gap financing to LIHTC as an additional incentive.
3. Allocate publicly owned land (and/or acquire vacant or underutilized properties) for affordable and mixed-income housing. • Inventory existing public land (including land owned by the City, County, schools district, etc.) and evaluate feasibility for residential development. • Establish partnership with local affordable developers and land trusts • Evaluate funding sources for land/property acquisition that could be utilized to create or preserve affordable housing. • Actively watch for property and land to acquire to repurpose (could include vacant land, underutilized commercial, and/or small naturally occurring affordable multifamily housing).	The City has identified potential sites and is actively meeting with partners.
4. Implement a foreclosure/eviction prevention program. • Identify potential non-profit partners to provide services. • Evaluate funding source options and feasibility of providing short-term emergency rent and utilities assistance.	Jefferson County administered emergency assistance during the pandemic but the program does not have ongoing funding. Housing counseling is currently available.
5. Establish a local funding source using commercial and/or residential linkage fees. • Evaluate political support for linkage fee option. • Consider and allocate staff resources for program compliance. • Conduct/contract a nexus study to investigate potential fee amounts and implement program.	This was identified as a long-term strategy in 2020 so action steps are ongoing. There is still a need for additional funding to support affordable housing programs, production, and preservation.
6. Leverage existing resources to facilitate affordable housing development. • Utilize current city resources for affordable housing development and preservation. • Analyze and configure current housing revenues. • Private Activity Bond procedures and priorities.	The City, in consultation with the HAC, established procedures and priorities for the Arvada Affordable Housing Fund (AAHF). The City continues to leverage state and federal resources effectively and efficiently to serve low and moderate income households.

HOUSING GOALS & STRATEGY FRAMEWORK

HOUSING VISION

Arvada's Comprehensive Plan (completed in 2014) outlines the City's vision for growth and change through 2034.¹ The Plan includes the following goals for neighborhoods and housing:

- Plan for a range of neighborhoods and accessible housing of different tenure types to accommodate diverse incomes and all ages and abilities.
- Encourage development of Workforce, Affordable, and assisted housing throughout Arvada.
- Maintain and improve the quality of the existing housing stock in Arvada and revitalize the physical and social fabric of neighborhoods that are in decline.
- Provide opportunities for special needs and senior housing in Arvada.

HOUSING GOALS

In addition to the stated vision for housing in Arvada, the City set the following goals to measure outcomes:

- Increase Affordable Housing inventory by 3% per year—139 units annually from the current baseline—in compliance with the City's commitment with State Proposition 123 funding. (Affordable is defined a 60% of AMI for rental units and 100% of AMI for for-sale units).
- Increase production of housing that expands price-point and product diversity in Arvada, including multifamily and

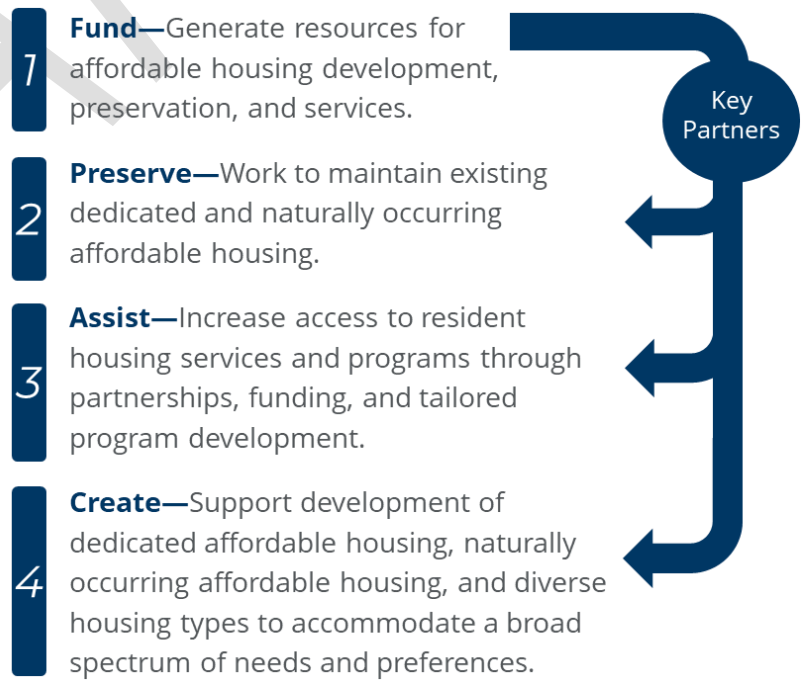
¹ An update to the Comprehensive Plan is planned for 2025 (pending budget allocation) and will incorporate the 2024 Housing Strategy.

"missing middle" products (e.g., du-/ tri-/quad-plexes and townhomes) that tend to have more attainable price-points.

STRATEGY FRAMEWORK

There is no single strategy—or "silver bullet"—to resolve a community's housing challenges. Instead, it is important to have a toolkit of strategies to effectively address needs and respond to changing market and policy conditions.

An integrated approach that creates funding and leverages key partners to create and preserve affordability as well as assist low-income households will have the most success.



HOUSING GOALS & STRATEGY FRAMEWORK

CITY OF ARVADA'S ROLE ACROSS THE HOUSING CONTINUUM

The graphic below shows the full spectrum of housing from transitional/shelter housing up through market-rate homeownership. Not surprisingly, the farther up the income/price spectrum, the more likely it is that the private market can provide housing without any subsidy or intervention from public entities. However, at the most affordable end (housing below 30% AMI), deep subsidies are needed to produce and operate housing.

The City can leverage the market as a partner to develop needed housing at the upper end by using land use and zoning tools to unlock supply and increase natural affordability. (Land use and zoning policies manage the type, volume, and location of housing that can be constructed in a community, which directly impacts product and price-point diversity).

Even with adequate zoning, **the private market cannot produce an adequate amount of affordable housing for lower income households** due to the high (and rising) cost of new construction, land, and financing. Therefore, direct subsidies (e.g., gap financing, LIHTC, land donations, etc.) are needed to create affordable rental housing and to create access to homeownership for low- and moderate-income households.

The two primary policy “levers” available to the City to address needs across the housing continuum are:

- 1) **Financial assets**—funding and/or land assets—to subsidize housing production, preservation, and programs.
- 2) **Zoning tools** to unlock supply, improve natural affordability, and incentivize affordable/attainable projects.

PUBLIC ASSISTANCE NEEDED

Use financial assets (i.e., subsidies) along with incentives and policies to create /preserve income-qualified units; and programs to improve housing stability for residents and workers

permanent supportive
(psh), shelter,
transitional

below 30% AMI

affordable rental
housing

30% AMI to 80% AMI

first-time / long-term homeownership

50% AMI and above

market-rate rental

80% AMI and above

AMI = Area Median Income
graphic adapted from CHFA's Housing Continuum

THE MARKET AS A PARTNER

land use and zoning tools to unlock supply and improve natural affordability

*green indicates market-
provision without
incentives/subsidies*

Source: CHFA Housing Continuum graphic, adapted by Root Policy Research

2024 HOUSING STRATEGIES & ACTIONS

RECOMMENDED STRATEGIES AND ACTIONS

Recommendations for the City of Arvada were developed in conjunction with Arvada City staff, City Council, and the Arvada Housing Advisory Committee (HAC). Strategies and action items are grounded in evidence-based best practices, Root Policy Research's expertise (including working with peer communities), and input from Arvada residents and stakeholders as part of the community engagement conducted in support of the Housing Needs Assessment and Strategic Plan.

The figure below summarizes the housing strategies recommended for Arvada along with action steps to facilitate implementation and level of priority (based on feedback from the HAC and City staff). Additional details on each strategy follow. The recommended strategies are intended to provide Arvada with a “roadmap” to meet affordability needs and goals. Given Colorado’s legislative housing priorities, Arvada should monitor state legislation that may impact prospective land use and zoning opportunities, as well as requirements related to housing and adjust the Strategic Plan if/as needed.

POLICY, STRATEGY, AND ACTION		STATUS	PRIORITY	DIFFICULTY	IMPACT
<i>Policy Lever 1. Leverage financial assets to support affordable housing production, preservation, and programs.</i>					
Bolster Resources	1. Continue existing program funding supported by federal and state funds and service delivery partnerships.	CONTINUE	MODERATE	LOW	MODERATE
	- Continue to support housing, community development, and homeless prevention/intervention strategies with CDBG funds.				
	- Continue to apply for state funding (e.g., Prop 123 programs) as opportunities arise.				
	- Advocate for additional federal and state funds dedicated to housing.				
	- Continue ongoing evaluation to determine which programs and service delivery partnerships can be expanded.				
	- Continue to evaluate efficacy of programs and align funding priorities in consultation with the HAC.				
	2. Continue to allocate publicly owned land (and/or acquire properties) for affordable and mixed-income housing.	EXPAND	HIGH	LOW - MODERATE	MODERATE - HIGH
	- Inventory existing publicly available land and study the feasibility of residential development.				
	- Define land bank program and strategies/priorities for disposition (e.g., donations, discounted sales, and/or long-term ground leases).				
	- Establish partnerships with other mission-driven or community-oriented landowners.				
	- Actively watch for property and land in Arvada and Jefferson County to acquire and redevelop (contingent on additional funding).				
	3. Create a dedicated, sustainable revenue source to support the underfunded Arvada Affordable Housing Fund (AAHF).	NEW	HIGH	HIGH	HIGH
	- Consider the feasibility and impact of a small sales or property tax increase.				
	- Task the HAC to study potential local funding tools and determine the most appropriate source of funds for the City (e.g., taxes, fees, TIF).				

2024 HOUSING STRATEGIES & ACTIONS

POLICY, STRATEGY, AND ACTION		STATUS	PRIORITY	DIFFICULTY	IMPACT
Deploy Resources	- Evaluate funding streams for housing projects in peer cities/communities. - Determine concrete priorities for the fund.				
	4. Invest in the production of income-restricted housing, prioritizing projects that meet identified housing needs.	EXPAND	MODERATE	MODERATE	HIGH
	- Continue to set annual priorities through the HAC for funding criteria. - Contingent on Strategy 3, dedicate local funds for income-restricted projects that align with the housing needs. - Conduct regular data updates for the HNA to align affordable housing priorities with changing needs.				
	5. Invest in the preservation of affordable housing, including naturally occurring affordable housing (NOAH) and properties with expiring affordability contracts.	NEW	HIGH	MODERATE	MODERATE
	- Continue to maintain a database of Arvada's affordable housing properties. - Establish partnerships to acquire expiring income-restricted properties and units. - Contingent on Strategy 3, dedicate local funds to support acquisition/rehabilitation that renews affordability contracts. - Include housing acquisition/rehabilitation of NOAH as an eligible activity for AAHF applications. - Determine geographic and housing priorities for acquisition and rehabilitation. - Work with peer communities to understand existing preservation programs and evaluate the feasibility in Arvada (e.g., Wheat Ridge).				
	6. Bolster implementation and coordination capacity in support of the Housing Strategic Plan	EXPAND	MODERATE	LOW	MODERATE
	- Evaluate staffing needs for effective implementation of action items and add capacity accordingly. - Foster partnerships and advocacy to support housing outcomes.				
	<i>Policy Lever 2. Implement land use and zoning modifications to unlock supply, improve natural affordability and housing diversity, and to incentivize affordable projects.</i>				
	7. Incorporate additional incentives for affordable (income restricted) developments.	EXPAND	HIGH	LOW	MODERATE
	- Create "fast-track" process for affordable (already a requirement of Prop 123) - Update the "Affordable" definition in the LDC to include affordable for-sale - Consider deeper parking reductions for affordable multi-family and add parking reduction for affordable townhomes. - Consider administrative approval of affordable residential in mixed use zones (subject to ground-floor commercial space). - Consider design incentives/alternatives that reduce the impact of balcony and covered parking requirements. - Consider density bonuses for both multi-family and single-family Affordable projects				

2024 HOUSING STRATEGIES & ACTIONS

	POLICY, STRATEGY, AND ACTION	STATUS	PRIORITY	DIFFICULTY	IMPACT
Entitlements	8. Implement the Jeffco Housing Advocacy Steering Committee's workforce housing land use recommendations.	EXPAND	HIGH	MODERATE	MODERATE
	- Zone more land for multi-family.				
	- Allow more types of housing in single-family zones—especially duplexes.				
	- Lower minimum lot size for single-family.				
	- Increase lot coverage limits.				
Requirements	- Allow conversion of commercial and office buildings to multi-family housing as appropriate.				
	9. Explore affordability requirements in new developments.	NEW	MODERATE	HIGH	HIGH
	- Continue HAC discussion of affordability requirement programs, evaluating their potential impact on housing needs as well as market feasibility.				
	- Monitor current and new inclusionary programs implemented throughout Colorado, particularly the Denver metro, and evaluate if inclusionary requirements would be effective and appropriate in Arvada.				
	- Consider a nexus study to investigate commercial and/or residential linkage fees as a dedicated source of funding.				

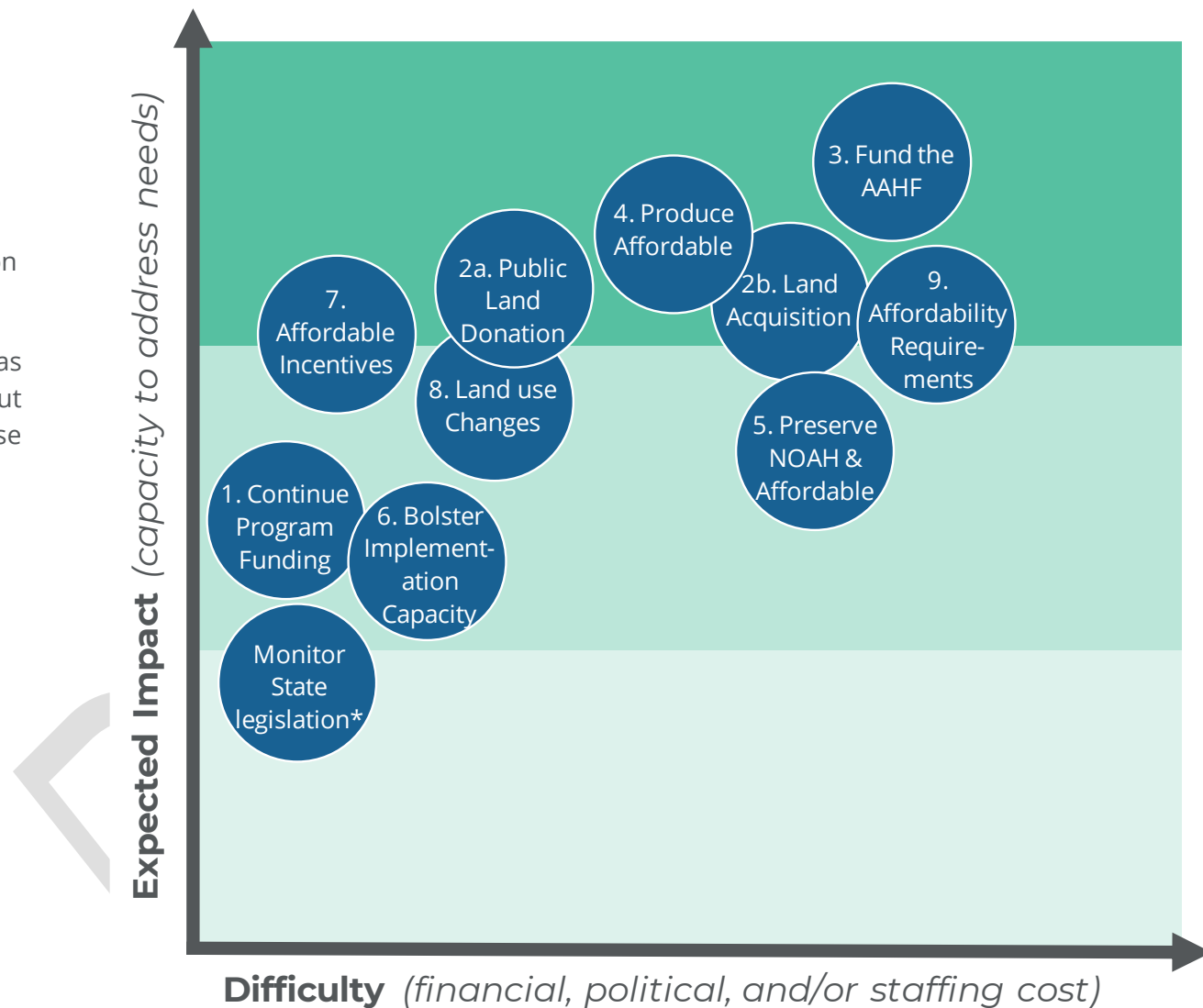
Table Notes:

- *Status reflects whether the strategy is a continuation of prior efforts, an expansion of an existing program or policy, or a new approach to address needs.*
- *Priorities were determined by City staff and the HAC and are based on the expected impact of the strategy along with difficulty and cost of implementation.*
- *Difficulty reflects the level of challenge or cost associated with implementation. This could include financial cost, staffing cost and/or time, and political cost or anticipated opposition.*
- *Impact reflects the expected capacity of the strategy to address identified housing needs related to housing affordability, housing diversity, and housing stability.*

2024 HOUSING STRATEGIES & ACTIONS

The figure at right plots the recommended strategies according to their relative difficulty to implement (i.e. financial cost, political cost, or staffing capacity/costs) and anticipated impact on housing affordability.

This matrix is intended as a visual representation but is not a perfectly precise tool.



Note: *Impact of state legislation depends on the specific bill.

Source: Root Policy Research.

2024 HOUSING STRATEGIES & ACTIONS

POLICY LEVER 1. LEVERAGE FINANCIAL ASSETS TO SUPPORT AFFORDABLE HOUSING PRODUCTION, PRESERVATION, AND PROGRAMS

Financial assets (including funds and publicly owned land) are commonly used by local governments to support affordable housing production, preservation, and programs. Due to its relatively low cashflow, and inability to leverage significant permanent debt, income restricted housing almost always requires some type of financial subsidy—either cash or in kind—in order to be constructed. In high-cost markets, such as the Denver Metro, federal subsidies alone are insufficient and projects generally require local, state, or philanthropic funds.

Cities often leverage existing assets to subsidize affordable housing projects, support existing programs and services, and provide financial incentives in exchange for income-restricted units. Communities can proactively address needs by strategically planning for changing housing needs by identifying additional financial resources and assets (for example, new dedicated and sustainable revenue streams for projects).

Currently, financial resources to address housing affordability needs in Arvada are drawn from federal and state sources, but do not have a dedicated local revenue source such as a tax dedication, linkage fee or a line item in the General Fund's budget. As it stands, these sources are insufficient to fully address the housing needs identified in the 2024 HNA.

- The City of Arvada receives about \$450,000 annually in Community Development Block Grants (CDBG) from the HUD. Over the past five years, Arvada has used its CDBG

allocation to create mixed-income units, seniors-only developments, affordable ownership housing, and permanent supportive housing (PSH) units. The City has also used CDBG funds to implement rehabilitation programs for seniors and people with disabilities.

- The Arvada Housing Authority administers federally funded housing vouchers through the Housing Choice Voucher Program and the Project Based Voucher Program.
- The City may also apply for state-funded programs to support affordable housing projects and services in addition to (or combined with) federal funds. For example, the City has also “opted in” to Proposition 123 programs, which creates an opportunity for additional funds if affordable production goals are met.
- Arvada also receives Private Activity Bond allocations (PABs) that can be used as a powerful financing tool for affordable construction. PABs sufficient to cover 50% of a project's construction costs are federally required to unlock an affordable project's ability to access LIHTC. In these projects, the credits can account for tens of millions of dollars in the permanent Capital Stack. Because of the pairing of PABs to LIHTC, affordable housing offers the strongest leveraging for this financial resource.
- At the local level, funds for affordable housing production are limited though there are several opportunities for

2024 HOUSING STRATEGIES & ACTIONS

Arvada to institute new dedicated funding streams for housing (see Strategy 3). Currently, Arvada has no dedicated local funding source to support the Arvada Affordable Housing Fund (AAHF) and/or development projects.

Leveraging existing assets is critical to maintaining the ongoing housing strategies of the City. Creating a dedicated and flexible source of housing funds would substantially expand the City's ability to drive implementation of this Housing Strategic Plan and make additional progress on the City's housing goals.

Strategies 1 through 6, detailed below, outline actions the City of Arvada can take to leverage financial assets to support affordable housing production, preservation, and programs. The first three strategies focus on stewarding and developing assets while Strategies 4-6 focus on utilizing those assets.

STRATEGY 1. CONTINUE EXISTING PROGRAM FUNDING SUPPORTED BY FEDERAL AND STATE FUNDS AND SERVICE DELIVERY PARTNERSHIPS.

Arvada allocates CDBG funds (and state funds as available) to support housing programs, as well as nonprofits and service agencies that provide housing, housing services, and/or services to support low- and middle-income households. CDBG Funds are allocated according to federal regulations. Any other funding in Arvada flows through the Arvada Affordable Housing Fund (AAHF), which is managed by the City, in consultation with the HAC. In 2023, the HAC established procedures and priorities for the Fund, which are revisited annually.

Program funds and partnerships are crucial for the City to address residents' current and future affordability needs. As such, Arvada will need to continue existing program funding (supported by federal/state funds) for programs and service delivery partnerships to meet changing needs.

In addition to managing existing resources, the City could advocate for additional federal and state funds dedicated to housing. Advocacy could be a regional or countywide effort. Service delivery partnerships can be maintained (and strengthened) by participating in ad hoc meetings and discussions and/or regional policy and action groups.

Recommended actions for Arvada:

- Continue to support housing and community development programs, homeless prevention/intervention strategies, and other efforts to increase housing stability with the City's CDBG allocation.
- Continue to apply for state funding (e.g., Prop 123 programs) as opportunities arise. Monitor new programs and legislation that could create opportunities.
- Advocate for additional state/federal housing funds and explore opportunities to apply for state/federal allocations (e.g., HOME funds).
- Continue ongoing evaluation to determine which programs and service delivery partnerships can be expanded.
- Continue to evaluate efficacy of programs and align funding priorities in consultation with the HAC.

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STRATEGY 2. CONTINUE TO ALLOCATE PUBLICLY OWNED LAND (AND/OR ACQUIRE VACANT OR UNDERUTILIZED PROPERTIES) FOR AFFORDABLE AND MIXED-INCOME HOUSING.

Property acquisition costs are a central component of the cost of developing affordable housing. Arvada and other public entities (e.g., school district, RTD, and state entities) own properties that could reduce costs and facilitate the production of affordable and mixed-income units. Though much of this property is already utilized for public facilities (or is inappropriate for residential development), there are opportunities for Arvada to create affordable and mixed-income units through strategic utilization of publicly owned property.

Many local governments donate, discount, or lease vacant land or underutilized properties (e.g., closed schools, vacant or out-of-date public sector offices) for residential mixed-income or mixed-used developments through land bank/land donation programs. Essentially, cities acquire properties which are held in a “land bank” and redeveloped by nonprofit or private developers. Land from the bank can be donated, discounted, or offered on a land lease to the selected developer who agrees to an affordability level or community benefit. This process is typically started by creating an inventory of existing public land that the City could use for future housing sites. Land banking can also be used as a long-term preservation strategy, and a

mechanism to help develop additional financial assets for future affordable housing needs.

Existing land inventory in Jefferson County presents a unique opportunity for Arvada to reduce future development costs, particularly given recent school closures across the county, some of which could be redeveloped as housing.

Recommended actions for Arvada:

- Inventory existing publicly available land (including land owned by the City, County, Colorado, school districts, etc.) and study the feasibility of residential development.
- Implement a land bank/land donation program. (Banks can vary in form from single parcels to scattered sites properties to large tracts of land).
- Establish partnerships with other mission-driven or community-oriented landowners, such as school districts, religious groups and churches, and nonprofit/affordable developers.
- Actively watch for property and land in Arvada and Jefferson County to acquire and redevelop. This could include vacant land, underutilized/vacant commercial, and/or small naturally occurring affordable multi-family housing.

2024 HOUSING STRATEGIES & ACTIONS

STRATEGY 3. CREATE A NEW DEDICATED, SUSTAINABLE REVENUE SOURCE TO SUPPORT THE AAHF.

Dedicated local funds for affordable housing production, preservation, and programs (or a “Housing Trust Fund”) can have a high impact on housing needs, especially in cities with adopted housing plans, clear and measurable housing goals, and/or additional development capacity. Revenue from local sources vary widely but can include General Obligation Bonds, commercial and/or residential linkage fees, sales tax, property tax, general fund allocations, set-aside or cash-in-lieu from inclusionary housing ordinances, and other taxes directly tied to housing demand.

Local funds are particularly effective for affordable housing development projects because they provide a sustainable and flexible funding source without federal or state regulations. Fee revenue can be used for gap financing of low-income housing projects, land banking, development incentives or subsidies (such as fee or tax rebates), and/or leveraging state and federal funding that requires a local match.

In light of these benefits, the City recently created the Arvada Affordable Housing Fund (“AAHF”) to support affordable developers and provide gap financing for affordable and attainable housing projects. Distribution of funds from the AAHF are set annually by the HAC in alignment with this Strategic Plan.

However, the AAHF is underfunded for its projected needs and does not have a dedicated and sustainable revenue source. Lack of revenue and funds make it increasingly difficult for Arvada to meet its housing goals and address affordability needs.

Recommended actions for Arvada:

- Consider the feasibility and impact of a small sales or property tax increase. (Over 25% of residents who responded to the housing survey were supportive of a tax increase up to \$100/year to support the city's affordable housing fund).
- Task the HAC to study potential local funding tools and determine the most appropriate source of funds for the City. Often, general fund allocations are the easiest way to initiate housing trust funds but a dedicated stream is most effective long-term. Options could include sales or property taxes, linkage fees or inclusionary fees in lieu, tax increment financing, or others.
- Evaluate funding streams for housing projects in peer cities/communities.
- Determine concrete priorities for the fund—what programs and policies should the fund support? Consider other strategies and actions outlined in the Strategic Plan that would require funding for maximum efficacy.

2024 HOUSING STRATEGIES & ACTIONS

STRATEGY 4. INVEST IN THE PRODUCTION OF INCOME-RESTRICTED HOUSING, PRIORITIZING PROJECTS THAT MEET IDENTIFIED HOUSING NEEDS.

Production of income-restricted (affordable) housing has become increasingly important for many communities in Colorado. As rents and home prices continue to rise, cities and counties have strategically invested in the development of income-restricted units for both renters and owners.

Investments are most effective in communities that have recently completed housing needs assessments and/or housing market analyses as these reports allow cities to allocate their funds and resources in a manner that produces maximum benefit for local communities.

In addition to data analyses, priority-setting is crucial for cities to effectively address their community's affordability needs. Priorities should consider tenure (renter vs owner), affordability levels (AMIs), geographic distribution (location in the city as well as access to transportation, good schools, areas of opportunity, etc.)

Recommended actions for Arvada:

- Continue to set annual priorities through the HAC for funding criteria (e.g., What renter/owner AMIs should be targeted? Where should projects be sited? What financial criteria must development projects meet for funding eligibility?).

- Contingent on Strategy 3, dedicate local funds from the AAHF for income-restricted projects that align with the housing needs detailed in Appendix A.
- Conduct regular data updates for the Arvada Housing Needs Assessment (every 3-5 years) to align affordable housing priorities with changing needs.

STRATEGY 5. INVEST IN PRESERVATION OF AFFORDABLE HOUSING, INCLUDING NATURALLY OCCURRING AFFORDABLE HOUSING AND PROPERTIES WITH EXPIRING AFFORDABILITY CONTRACTS.

There are two different submarkets of rental properties serving low- and moderate-income households in Arvada: income-restricted properties and naturally occurring affordable housing, or NOAH. Preservation efforts are needed when the affordability contracts on income-restricted units are set to expire and when NOAH is under market pressure to raise rents beyond what low-income households can afford.

Preservation is an attractive strategy because it utilizes existing housing stock and is not bound by the timeline and cost of new construction. However, preservation of NOAH, in particular, can be a challenge because it is driven by market opportunities and owned by private landlords—in other words, the City has no control over the rents.

Expiring affordability contracts. Almost 400 rental units in Arvada have federal subsidies contracts that will expire in the

2024 HOUSING STRATEGIES & ACTIONS

next ten years and 1,200 units will expire in the next 15 years (see Appendix A). This means that property owners will have the option to convert units to market-rate housing. With rentals in high demand, it is increasingly likely that affordability contracts held by private companies (rather than non-profits) will not be renewed after they expire—resulting in fewer affordable units and more households vulnerable to displacement/housing instability.

The most common form of preservation for expiring subsidies is to provide funding to non-profits for acquisition (and rehabilitation if needed) of the properties in exchange for long-term affordability. Financial resources can be allocated for activities including the identification of expiring properties, outreach and education, and/or funds to incentivize participation. The City does already institute a right-of-first-offer on the sale of any property that previously received City funding, putting them in an excellent position to preserve these units as they “expire.”

Naturally occurring affordable housing. NOAH refers to housing that does not have any income restriction but generally serves lower- and middle-income households through “naturally” affordable rents and home prices. It typically reflects older apartments, smaller and attached for-sale homes, and/or manufactured housing (i.e., mobile homes). This critical segment of the market constitutes a large portion of the housing stock but can be challenging to preserve through policy tools because it is fully market-driven. NOAH preservation strategies are typically designed to incentivize property owners

to institute long-term affordability periods by providing financial assistance to make needed improvements to their units and properties. Because these affordability restrictions will reduce the overall market value of the property for the duration of the restriction, the City must strike a balance between short-term stabilization and long-term affordability when considering the cost of these incentives.

Though they can be capital intensive depending on the context, NOAH preservation strategies are flexible. For example, rental properties can be maintained as rental or converted to cooperative ownership; and ownership properties can be resold to lower income families or leased as affordable rental units. Programs can be structured as rehabilitation grants for owners of existing multi-family developments (in exchange for contractual affordability) and acquisition/rehabilitation strategies can also support the conversion of hotels/motels into affordable or transitional housing.

Preservation strategies—for both expiring affordability contracts and NOAH—were recommended by the HAC as well as key Arvada stakeholders. These efforts will not only prevent housing instability and displacement among vulnerable households but improve the condition of the city’s existing housing stock and allow Arvada to adapt to changing housing needs.

Recommended actions for Arvada:

- Continue to maintain a database of Arvada’s income restricted housing properties including affordability

2024 HOUSING STRATEGIES & ACTIONS

periods, expiration timelines, ownership entities, and other data to help City staff identify opportunities for preservation programs.

- Establish partnerships with local non-profits, housing providers, affordable developers, and other entities who could be able to acquire expiring income-restricted properties and units.
- Contingent on Strategy 3, dedicate local funds from the AAHF to support acquisition/rehabilitation that renews affordability contracts.
- Include housing acquisition/rehabilitation of NOAH as an eligible activity for AAHF applications (contingent on imposing rent requirements).
- Determine geographic and housing priorities for acquisition and rehabilitation. For example, City staff could identify which areas of Arvada require the most resources and/or immediate intervention.
- Work with the peer communities to understand existing preservation programs (e.g., Wheat Ridge's new program) and evaluate the feasibility of a similar program in Arvada.
- Continue to work across City departments to evaluate how decisions in other areas may impact affordability of existing housing stock (e.g., parks, fire, public works, etc.).

STRATEGY 6. BOLSTER IMPLEMENTATION AND COORDINATION CAPACITY IN SUPPORT OF THE STRATEGIC PLAN.

A number of the recommended strategies for Arvada include expansion of existing policies or the addition of new approaches to address housing needs. It goes without saying that effective implementation will require staff resources to manage policies and monitor progress. As specific policies are implemented, the City should continue to monitor staffing needs within the Housing Division and add capacity as needed.

Staff capacity and HAC engagement is also critical to continue to foster partnerships with local service providers and coordinate housing policy efforts with surrounding communities, Jefferson County, and local foundations.

Recommended actions for Arvada:

- Evaluate staffing needs for effective implementation of action items and add capacity accordingly.
- Foster partnerships and advocacy to support housing outcomes.

2024 HOUSING STRATEGIES & ACTIONS

POLICY LEVER 2. CONSIDER LAND USE AND ZONING MODIFICATIONS TO UNLOCK SUPPLY, IMPROVE AFFORDABILITY AND HOUSING DIVERSITY, AND INCENTIVIZE AFFORDABLE PROJECTS.

Land use and zoning reform (or modification) is a common practice to increase housing supply, improve natural affordability and housing diversity, and incentivize affordable housing projects. While regulatory reforms cannot fully address needs across the housing continuum, it is an important tool for many local governments to increase production of income-restricted units (through incentives or zoning mandates) while also freeing the market to respond more effectively to product and price-point demand.

Strategies specific to land use and zoning modifications are detailed below and include:

- Affordability incentives to increase income-restricted production;
- Land use recommendations that improve land use efficiency and allow for more housing diversity in line with market demand and housing needs; and
- Exploration of requirements on new development to contribute to the income-restricted housing supply through unit production or impact fees.

A significant benefit of these types of regulatory reforms is that they can typically be implemented without additional financial resources—though they may require political capital and/or staff capacity.

In addition to specific land use code modifications discussed in the following strategies, Arvada also has an opportunity to update its Comprehensive Plan, starting in 2025 (pending budget allocation). The Comprehensive Plan should also consider these recommendations in the context of the City's overall vision for growth and geographic priorities.

STRATEGY 7. INCORPORATE ADDITIONAL INCENTIVES FOR AFFORDABLE (INCOME-RESTRICTED) HOUSING DEVELOPMENTS.

In general, development incentives offer variances from entitlement zoning (or relief from development fees) in exchange for including affordable units in the development. Incentives can take several forms:

- Process-oriented development incentives, such as fast track or administrative approvals, which indirectly lower predevelopment costs by reducing risk, reducing redesigns, and reducing the amount of time (and interest) a developer will have to use bridge financing prior to closing.
- Regulatory incentives that allow for more units to be built than allowed by right by current zoning regulations (e.g., density or height bonuses), which improve land efficiency and allow for more cost-efficient product.

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- Financial incentives, such as in-kind donations, fee reductions/rebates or tax incentives for affordable developments, which directly lower the cost of construction.

Incentives can be used both to encourage market-rate developers to include a small proportion of affordable units and/or to improve the development economics and process for projects with a large proportion of affordable units (e.g., LIHTC developments). Most incentive policies mandate set asides of between 10% and 30% of units affordable to 50% to 80% of the AMI, depending on the City's market. Affordability periods range from 15 to 99 years (the average length of time for deed restrictions is 30 years).

Arvada currently has some affordable incentives in place for Low Income Housing Tax Credit (LIHTC) projects, including a 1-story height bonus and parking reduction. However, there are no codified incentives for affordable ownership projects or projects funded through non-LIHTC sources.

Stakeholder outreach for the Housing Needs Assessment identified some additional incentives that could help affordable developers maximize their potential and that could stimulate additional affordable development, outlined in the action steps below.

Recommended actions for Arvada:

- Create a "fast-track" development process for affordable projects (a requirement of receiving funds from State Proposition 123).
- Update the "Affordable" definition to include an affordable for-sale definition, defined by income-restrictions and AMIs rather than LIHTC.
- Consider deeper parking reductions for affordable multi-family projects, including parking reductions for affordable townhomes.
- Consider administrative approvals for affordable residential developments in mixed use zones, potentially subject to ground-floor commercial spaces. (Often the residents of the affordable development are the very service workers needed by the onsite commercial space – a true implementation of the live/work paradigm).
- Consider design incentives or alternatives for affordable projects that reduce the impact of balcony and covered space requirements. For example, the City's zoning code could be modified to allow Juliette and/or faux balconies.
- Consider density bonuses for both multi-family and single-family affordable projects including (but not limited to) lot size reductions, additional dwelling units per acre, and/or incremental zoning (allowing the next increment of density).

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STRATEGY 8. IMPLEMENT LAND USE RECOMMENDATIONS FROM THE JEFFCO HOUSING ADVOCACY STEERING COMMITTEE ON WORKFORCE HOUSING.

The Colorado Gives Foundation, along with elected and appointed officials, stakeholders, and other local actors formed the Jefferson County Housing Advocacy Steering Committee to develop workforce housing policy recommendations for local jurisdictions throughout Jefferson County.

As part of this effort, committee members developed land use and zoning reform recommendations to create more housing price-point and/or product diversity in Jeffco cities. The Steering Committee recommended all Jeffco communities:

- Allow accessory dwelling units (ADUs) by right in agricultural, single family, and two-family uses (subject to lot and/or occupancy requirements).
- Zone more land for multi-family.
- Create opportunity for modular solutions through local accommodations and state advocacy.

The Steering Committee recommended some communities (depending on local context):

- Allow more types of housing in single-family zones—especially duplexes.
- Allow medium density housing (10 dwellings per acre, or du/a) in 10% of land area.

- Allow administrative approvals of small multifamily or affordable projects.
- Lower minimum lot size for single-family.
- Increase lot coverage limits.
- Allow conversion of commercial and office buildings to multi-family housing as appropriate.
- Allow higher occupancy in each unit (accounting for multi-generational households and expanding forms of committed partnership and functional households).

Arvada already has some of these best practices in place, including allowance of ADUs, reasonable occupancy limits, and at least 10% of land zoned at 10 du/a or higher. However, there are improvements the City can make to facilitate opportunities for housing production that aligns with market demand and improves natural affordability of market-rate products.

Recommended actions for Arvada:

Work with the Planning Department to draft and implement the Jeffco Housing Advocacy Steering Committee's recommendations that are most applicable to the City of Arvada, including:

- Zone more land for multi-family;
- Allow more housing types in single-family zones, especially duplexes;
- Lower minimum lot sizes for single-family homes;
- Increase lot coverage limits;

2024 HOUSING STRATEGIES & ACTIONS

- Allow conversion of commercial and/or office buildings to multi-family housing as appropriate; and
- Regularly revisit ADU regulations and occupancy limits to ensure the City is keeping with best practices.

STRATEGY 9. EVALUATE THE VIABILITY AND IMPACT OF AFFORDABILITY REQUIREMENTS IN NEW DEVELOPMENTS SUCH AS INCLUSIONARY ZONING AND/OR AFFORDABLE HOUSING LINKAGE FEES.

The primary policy tools used to mandate affordable housing production in conjunction with new development are:

1. Mandatory inclusionary housing policies, which require affordable production (or fees-in-lieu) in conjunction with new residential development (note that these policies can include incentives/offsets for compliance); and
2. Affordable housing linkage fees, which mandate an impact fee on new development (residential, commercial, or both) in proportion to its impact on affordable housing needs.

Inclusionary ordinances are growing in popularity following state legislation that enables these policies to apply to both rental and for-sale developments. When structured well, inclusionary zoning can generate a substantial number of units at no direct cost to the city (other than enforcement and other administrative costs). Inclusionary programs can include “off-

sets” and/or incentives for affordable housing provision, as well as a fee “in lieu” option for developers. Cities that allow developers to pay fees-in-lieu of developing income-restricted units typically allocate revenue generated from the fees to future affordable housing projects, but this is a challenging strategy to maintain, given the high costs of land and development.

Affordable housing linkage fees—similar to other impact fees—are tied to quantifiable impacts of new development. Implementation requires a nexus study to determine such impacts before setting fees. Revenues from linkage fees must be spent on affordable housing investments.

Since both inclusionary policies and linkage fees apply exclusively to new development, they are most effective in markets that are actively developing new housing and/or commercial space and expect continued growth.

Recommended actions for Arvada:

- Continue HAC discussion of potential affordability requirement programs, evaluating their impact on housing needs as well as market feasibility.
- Monitor current and new inclusionary programs implemented throughout Colorado, particularly the Denver metro area, and evaluate if inclusionary requirements would be effective and appropriate in Arvada.
- Consider a nexus study to investigate commercial and/or residential linkage fees as a dedicated source of funding.

2024 HOUSING STRATEGIES & ACTIONS

MONITOR STATE LEGISLATION THAT MAY IMPACT LAND USE AND ZONING OPPORTUNITIES AND/OR REQUIREMENTS RELATED TO HOUSING.

Given Colorado's legislative housing priorities, Arvada (and other communities in the Denver Metro area) should monitor state legislation that may impact prospective land use and zoning opportunities, as well as requirements related to housing. Recent (2024) legislation proposed at the state level, and applicable to the City of Arvada, includes: HB-1107, HB-1304, and HB-1313 (among others).

As the 2024 legislative session closes—and after future legislative sessions, City staff and the HAC should review the Housing Strategic Plan in light of state legislative changes and make adjustments if and as needed.



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.3.

TO: THE HONORABLE CITY COUNCIL

DATE: May 20, 2024

SUBJECT: R24-058, A Resolution Authorizing Two Lease Agreements By and Between the City of Arvada and the United States Postal Service for Lease of the Building at 5885 Allison Street and for Lease of the Parking Lot at 5886 Ammons Street, and Authorizing a Commission Agreement with Jones Lang LaSalle Americas, Inc. (Presenter: Kim Vagher, Manager of City Facilities)

Report in Brief

PRESENTER: Kim Vagher, Manager of City Facilities

The United States Postal Service (USPO) lease expired on September 30, 2022. The City and USPO have reached a final agreement to the lease with the following key terms and conditions:

1. Term is 5 years from October 1, 2022 to September 30, 2027 unless terminated sooner or extended another 5 years.
2. The City utilized Integra Realty Resources for the Property Appraisal, providing the Fair Market Value for Rent.
3. Rent amount increased from \$48,386/year to \$178,260/year for the building and from \$120/year to \$43,920/year for the parking lot.
4. The commission fee was negotiated from requested 4% to 2% being \$17,826.
5. The new rent value is retroactive to Oct. 1, 2022. A retroactive payment of \$267,238 is due 60 days from final execution of the lease.

The Arvada team recommends that the City Council approve R24-058, A Resolution Authorizing Two Lease Agreements By and Between the City of Arvada and the United States Postal Service for Lease of the Building at 5885 Allison Street and for Lease of the Parking Lot at 5886 Ammons Street, and Authorizing a Commission Agreement with Jones Lang LaSalle Americas, Inc.

Financial Impact

PW Facilities is anticipating a cost-neutral impact due to the rental rate being raised to market value and our negotiated capital maintenance responsibilities of the new lease agreement.

Background

The USPO facility was purchased by the City on May 18th, 2015 by resolution no. R15-074 in the amount of \$1,116,000 assuming the original USPO lease by the prior owner. The purchase intention was to provide additional space for the expanding growth of the City Hall campus.

The USPO lease expired on September 30, 2022. The USPO provides the lease agreement for all post office rentals. The process and communications with USPO was challenging and unhurried, and thus required 3 lease agreement extensions as approved by City Council.

Discussion

No discussion items

SUBJECT: R24-058, A Resolution Authorizing Two Lease Agreements By and Between the City of Arvada and the United States Postal Service for Lease of the Building at 5885 Allison Street and for Lease of the Parking Lot at 5886 Ammons Street, and Authorizing a Commission Agreement with Jones Lang LaSalle Americas, Inc. (Presenter: Kim Vagher, Manager of City Facilities)

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Public Contact

N/A

Commission Recommendation

N/A

Strategic Alignment

City Council Strategic Result 6 - By 2025, we will complete a comprehensive plan for City facilities and properties that will be utilized for City business.

The facilities master plan has been funded in 2024. The post office facility will be evaluated in the master plan for a potential City Hall expansion.

Alternative Courses of Action

No alternate course of action at this time.

Recommendation for Action

The Arvada team recommends that the City Council approve R24-058, A Resolution Authorizing Two Lease Agreements By and Between the City of Arvada and the United States Postal Service for Lease of the Building at 5885 Allison Street and for Lease of the Parking Lot at 5886 Ammons Street, and Authorizing a Commission Agreement with Jones Lang LaSalle Americas, Inc.

Suggested Motion:

I move that R24-058, A Resolution Authorizing Two Lease Agreements By and Between the City of Arvada and the United States Postal Service for Lease of the Building at 5885 Allison Street and for Lease of the Parking Lot at 5886 Ammons Street, and Authorizing a Commission Agreement with Jones Lang LaSalle Americas, Inc., be (approved)(rejected).

Prepared by:

Kim Vagher, Manager of City Facilities

Reviewed by:

Approved by:

Kim Vagher, Manager of City Facilities	5/1/2024
Jacqueline Rhoades, Public Works Director	5/1/2024
Bryan Archer, Director of Finance	5/1/2024
Tammy Hedlund, Legal Specialist	5/1/2024
Jessica Morales, Assistant City Attorney	5/2/2024
Don Wick, Deputy City Manager	5/2/2024
Rachel Morris, City Attorney	5/3/2024

SUBJECT: R24-058, A Resolution Authorizing Two Lease Agreements By and Between the City of Arvada and the United States Postal Service for Lease of the Building at 5885 Allison Street and for Lease of the Parking Lot at 5886 Ammons Street, and Authorizing a Commission Agreement with Jones Lang LaSalle Americas, Inc. (Presenter: Kim Vagher, Manager of City Facilities)

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Lorie Gillis, City Manager

5/6/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-058

A RESOLUTION AUTHORIZING TWO LEASE AGREEMENTS BY AND BETWEEN THE CITY OF ARVADA AND THE UNITED STATES POSTAL SERVICE FOR LEASE OF THE BUILDING AT 5885 ALLISON STREET AND FOR LEASE OF THE PARKING LOT AT 5886 AMMONS STREET, AND AUTHORIZING A COMMISSION AGREEMENT WITH JONES LANG LASALLE AMERICAS, INC.

WHEREAS, the City of Arvada (“City”) currently leases the property located at 5885 Allison Street to the United States Postal Service (“USPS”) for its use of the property as a Postal Office at an annual rent of \$48,386.00; and

WHEREAS, the City of Arvada currently leases the property located at 5886 Ammons Street to the USPS for its use of the property as a parking lot for USPS employees, at an annual rent of \$10.00; and

WHEREAS, these lease agreements were set to terminate on September 30, 2022; and

WHEREAS, on September 19, 2022, March 20, 2023, July 17, 2023, October 16, 2023, and January 22, 2024, the City Council approved extensions of these lease agreements to allow the City and the USPS to engage in negotiations of new lease agreements; and

WHEREAS, each lease extension contained an agreement from the USPS that upon completion of negotiations of new leases for both the properties, the rental rate in effect at the commencement of the new leases will be retroactive to October 1, 2022, and if that rental rate is in excess of the current rent, the USPS will make one lump sum payment to the City of Arvada for the difference between the rental rate in the new leases and the current rental rate within 30 days of the execution the new leases; and

WHEREAS, the City and the USPS have reached agreement on the terms of the new leases for both properties; and

WHEREAS, the City will lease the property located at 5885 Allison Street to the USPS for its use of the property as a Postal Office at an annual rent of \$178,260.00, for a period of five years, with one five-year renewal option at an annual rent of \$196,086.00; and

WHEREAS, the City will lease the property located at 5886 Ammons Street to the USPS for its use of the property as a parking lot for USPS employees at an annual rent of \$43,920.00, for a period of five years, with one five-year renewal option at an annual rent of \$48,312.00; and

WHEREAS, both lease agreements will expire on September 30, 2032 (including renewal option period); and

WHEREAS, the USPS awarded a National Contract for Real Estate Services to Jones Lang LaSalle Americas, Inc. (“JLL”) to serve as the USPS’s representative in leasing transactions, with the expectation that landlords would pay a commission to JLL for their services; and

WHEREAS, as part of the lease negotiations the City will pay a 2% commission to JLL for their services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, two lease agreements by and between the City of Arvada and the United States Postal Service for lease of the building at 5885 Allison Street and for lease of the parking lot at 5886 Ammons Street, and a commission agreement with JLL, which are in substantially the same form as that attached hereto.

Section 2. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 20th day of May, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____



April 09, 2024

CITY OF ARVADA
8101 RALSTON RD
ARVADA, CO 80002-2400

SUBJECT: ARVADA MAIN OFFICE, 5885 ALLISON ST, ARVADA, CO 80004-9998
Expiration Date: 05/31/24

Dear United States Postal Service Landlord,

On behalf of the United States Postal Service ("Postal Service"), JLL is pleased to present the enclosed Lease Agreement for the above referenced property. Should you have feedback to the enclosed Lease Agreement, please contact me at 720-418-8005 or Allyson.Kirby@jll.com.

The following instructions have been added for your convenience to help expedite lease execution:

- **Lease Agreement:**
 - Sign each copy of the agreement where indicated.
 - Date each copy of the agreement on the designated line.
 - Signature(s) must be witnessed by two parties.
- **Real Estate Conflict of Interest (COI) Certification Form:**
 - Complete one COI form for each per person who signs the lease. Sign and date where indicated.
- **IRS Form W-9:**
 - Complete items 1-7 where applicable, Part I, Part II, sign, and date where indicated.
- **Commission Agreement:**
 - Sign name, print name, and date where indicated.
- **Entity Documentation:** Provide documentation affirming the signator(ies) who have the authority to execute the lease. The names and official titles of the members/officers who are authorized to sign the lease must be written in the document provided. This information is required by the Postal Service.
- **Subordination, Non-Disturbance and Attornment Agreement/Mortgagee's Agreement:** If not applicable, write N/A, initial, and date.
- **Evidence of Title:** Provide Deed/Certificate of Transfer of Title.

****PLEASE SIGN AND RETURN THIS LEASE PACKET NO LATER THAN 04/23/24**.**

Using the enclosed envelope, please mail **all requested forms with original signatures**. Please note that postage is required. Upon acceptance and execution by the Postal Service, an original executed Lease will be returned to you.

Notice: All owners of record are advised to read the Lease thoroughly to ensure that each party is in agreement with the terms and conditions of this contract.

Respectfully,

Allyson Kirby

Allyson Kirby

CC: John Oseth



October 1, 2022

Dear Postal Service Landlord:

The Postal Service awarded a National Contract for Real Estate Services to Jones Lang LaSalle Americas, Inc. (JLL) in April 2017. JLL has experience and expertise in real property transactions and will be providing real estate support services, including lease management and brokerage services. The contract with JLL became effective on April 21, 2017.

This National Contract for our Real Estate Services Provider (RESP) entitles JLL to serve as the Tenant Representative on the behalf of the Postal Service for your leasing transaction. The Postal Service expects that you will pay a commission to the JLL representative for leasing services pursuant to a separate agreement between you and the JLL representative. The Postal Service understands that the rental rate may reflect this commission payment, along with other market-based factors.

The Postal Service expects that the JLL representative will be respectful and professional in representing the Postal Service's interests and that you will work cooperatively with the JLL representative on the leasing transaction. We appreciate your cooperation in working with the Postal Service's Tenant Representative.

If you have any questions, please contact Tim Kastens, JLL Contract Executive at 202-719-5749 or at Tim.Kastens@am.jll.com.

Sincerely yours,

A handwritten signature in blue ink that reads "Donald L. Mackey". The signature is fluid and cursive, with a large, stylized loop at the end.

Donald L. Mackey
Director, Facilities Leasing (A)

April 22, 2024

COMMISSION AGREEMENT

This Agreement, made as of the last date written below, is between **CITY OF ARVADA** ("Lessor"), and **Jones Lang LaSalle Americas, Inc. ("Broker") as co-broker to Jones Lang LaSalle Americas, Inc. ("Agreement")**, and confirms the terms under which Lessor will pay a real estate brokerage commission to Broker for the lease ("Lease") between Lessor and the United States Postal Service ("Tenant") of that certain real property described as:

ARVADA MAIN OFFICE, 5885 ALLISON ST, ARVADA, CO

USPS Property ID 070414-001

1. Lessor will pay Broker, and Broker will accept as its full and only compensation for services rendered in connection with the Lease, an agreed upon rate that is in accordance with local business practices. The Lessor and Broker have agreed upon a commission equal to:

Annual Rent	Total Rent	Commission Rate	Amount Due
\$178,260.00	\$891,300.00	2%	\$17,826.00

2. The commission will be earned 100% upon full execution of the Lease and will be paid within sixty (60) days of execution without further condition or contingency.
3. The Aggregate Lease Value will include the initial rental to be paid by Tenant on all space leased by the Tenant and any fixed annual or other periodic bumps and/or fixed annual other periodic rent escalations occurring during the initial term of the Lease. The Aggregate Lease Value will not include any rental abatement, operating expenses and/or real estate taxes, any additional amounts paid by Tenant for services over and above those furnished by Lessor as part of the Lease, and option periods and/or lease terms beyond the initial term of the Lease. In no event shall the foregoing preclude Broker from receiving a commission for any ~~extension~~, renewal, expansion or additional leasing in the event Tenant has engaged Broker to represent it.
4. Lessor agrees that it will not modify or in any way reduce the amount of Broker's commission hereunder. If either party institutes any action or proceeding against the other relating to the provisions of this Agreement, the unsuccessful party in the action or proceeding will reimburse the prevailing party all reasonable expenses, attorneys' fees, and disbursements. THE PARTIES HEREBY WAIVE TRIAL BY JURY.
5. This Agreement will continue to be in effect until the first anniversary of its full execution. If on the first anniversary the Lessor and Tenant are still negotiating for the Lease of the subject property, to the extent not prohibited by law, this Agreement will be automatically extended until such negotiations cease or a lease is fully executed.
6. This Agreement constitutes the entire agreement between Lessor and Broker and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No amendment, alteration, or withdrawal of this Agreement will be valid or binding unless made in writing and signed by both Lessor and Broker. This Agreement will be binding upon the successors and assignees of the parties.
7. Lessor and Broker each represents and warrants to the other that, in connection with Tenant's Lease of the subject property, it has not employed ~~or dealt with~~ any broker, agent, or finder other than Broker. ~~Lessor and~~ Broker shall ~~each~~ indemnify and hold the ~~other~~ Lessor harmless from and against any claims for brokerage fees or other commissions asserted by any broker, agent or finder employed by Lessor or Broker, respectively, or with whom Lessor or Broker, respectively, has dealt.
8. Lessor and Broker agree not to disclose confidential financial information on commission, or any other information having an adverse effect on the agreement and will ~~refrain from using not use~~ the information for any other purpose than that for which it was furnished. ~~The parties agree that there may be a client fee share, if allowed by applicable law. Notwithstanding the preceding, Lessor is obligated to comply with the Colorado Open Records Act (C.R.S. §§24-72-200.1 et seq.) (CORA), which may require Lessor to disclose all or a portion of communications relating to the Agreement, any transaction under the Agreement, and other related matters. Broker has been advised to familiarize itself with CORA. Any confidentiality provisions in any contract documents are subject to the provisions of CORA.~~
9. Each party shall be responsible to the other party only for the reasonably foreseeable direct damages caused by its breach of this Agreement and in no event will either party be liable to the other for any loss of or damage to revenues, profits, or goodwill or other special, incidental, indirect, or consequential damage of any kind resulting from its performance or failure to perform pursuant to the terms of this Agreement. ~~In no event shall Broker's liability for damages in connection with a claim made hereunder, including any indemnification obligation arising hereunder, exceed the amount of any commission actually received by Broker under this Agreement.~~ No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, by Lessor of any of the immunities, rights, benefits, protections, or other provisions contained in Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S. (CGIA).
10. Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf of the party for whom it signs and that this Agreement binds such party.

COMMISSION AGREEMENT

BROKER:

Jones Lang LaSalle Americas, Inc.

By: _____

Name and Title

Dated: _____

LESSOR:

CITY OF ARVADA

By: _____

Lauren Simpson, Mayor

Name and Title

Dated: _____

ATTEST:

Arvada City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, Arvada City Attorney

By: _____

Facility Name/Location
ARVADA - MAIN OFFICE (070414-001)
5885 ALLISON ST, ARVADA, CO 80004-9998

County: Jefferson
Lease: Q90000786610

Instructions for Execution and Providing Supporting Documentation for Types of Landlord Entities

Generally

- a. All co-owners, whether entities or individuals, having a legal interest in the Premises must execute the Lease.
- b. All signatures must be witnessed by two individuals as indicated on the signature page.
- c. The Landlord must submit adequate evidence of title to the Premises.
- d. Landlord must complete the Conflict of Interest Certification on the signature page. Landlord's signature to the Lease also acts as Landlord's certification as to the truth of the information set forth in the completed Conflict of Interest Certification.

Individual, Administrator, or Trustee

- a. Where the Landlord is an individual, Landlord must execute the Lease. If an individual Landlord is married, the spouse of the Landlord must also execute the Lease. Any individual may provide a power of attorney authorizing another individual to execute the Lease on their behalf.
- b. Where the Landlord is an administrator or an executor of an estate, Landlord must provide a certificate of the clerk of the court or certified copy of the court order showing the appointment of the administrator or executor, together with a certified copy of the will of the deceased. If there is no will, or in the event the will of the deceased does not specifically authorize the administrator or the executor to enter into a lease for the Premises, Landlord must provide a certified copy of the court order authorizing such administrator or executor to enter into a lease for the Premises.
- c. Where the Landlord is a Trust/Trustee, Landlord must provide a certified copy of the instrument creating the trust or a certificate of trust executed by the trustee(s), together with any other evidence necessary to establish the trustee's authority to lease the Premises. The Lease must be executed by the Trustee(s) and any Beneficiary of the Trust who has the power to control the distribution of the assets of the Trust.

Partnership

- a. If the Landlord is a partnership, Landlord must provide documentary evidence affirming the authority of the signatory(ies) to bind the partnership by executing the Lease. The usual evidence required to establish such authority is in the form of extracts from the partnership certificate, partnership agreement, a resolution signed by all general partners authorizing the signatory to execute the Lease, or a sworn statement of a general partner. Any resolutions, sworn statements or powers of attorney must specifically identify the Premises, the parties to the Lease and that names and official titles of the partner(s) who are authorized to execute the Lease.
- b. If the Landlord is a general partnership, in the absence of a resolution, sworn statement, or power of attorney authorizing one partner to execute the Lease, each partner must execute the Lease.
- c. If the Landlord is a limited partnership, in the absence of a resolution, sworn statement, or power of attorney authorizing one partner to execute the Lease, all general partners must execute the Lease.

Corporation

Where the Landlord is a corporation, municipal corporation, non-profit organization, or fraternal order or society, Landlord must provide documentary evidence affirming the authority of the signatory, to execute the Lease on behalf of the entity. The usual evidence required to establish such authority is in the form of extracts from the articles of incorporation, or bylaws, or the minutes of a meeting of the board of directors duly certified by the custodian of such records, or a sworn statement of an officer of the entity. Any resolution or sworn statement



Instructions

Facility Name/Location
ARVADA - MAIN OFFICE (070414-001)
5885 ALLISON ST, ARVADA, CO 80004-9998

County: Jefferson
Lease: Q90000786610

must specifically identify the property, the parties to the Lease and the names and official titles of the officer(s) who are authorized to execute the Lease.

Limited Liability Company (LLC)

Where the Landlord is an LLC, the Landlord must provide documentary evidence affirming the authority of the signatory, to execute the Lease to bind the LLC, for which they purport to act. The usual evidence required to establish such authority is in the form of extracts from the formation documents for the LLC, including, without limitation, the certificate of formation and limited liability company agreement, or a sworn statement of the manager or managing member of the LLC. Any resolution or sworn statement must specifically identify the property, the parties to the Lease and the names and official titles of the officer(s) who are authorized to execute the Lease.

Limited Liability Partnership (LLP)

Where the Landlord is a Limited Liability Partnership, the Landlord must provide documentary evidence affirming the authority of the signatory, to execute the Lease to bind the Limited Liability Partnership for which they purport to act. The usual evidence required to establish such authority is in the form of extracts from the formation documents for the limited liability partnership, including, without limitation, the certificate of formation and limited liability partnership agreement, or a sworn statement of the managing partner of the LLP. Any sworn statement must specifically identify the property, the parties to the Lease and the names and official titles of the officer(s) who are authorized to execute the Lease.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Lease

ARVADA - MAIN OFFICE (070414-001)
5885 ALLISON ST, ARVADA, CO 80004-9998



Lease (Single-Tenant Form)

Facility Name/Location
ARVADA - MAIN OFFICE (070414-001)
5885 ALLISON ST, ARVADA, CO 80004-9998

County: Jefferson
Lease: Q90000786610

This Lease, by and between CITY OF ARVADA, ("**Landlord**") and the United States Postal Service ("**USPS**" or "**Postal Service**"), is made as of the Effective Date. The "**Effective Date**" shall mean the date the Postal Service executes this Lease.

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. PREMISES: Landlord hereby leases to the Postal Service and the Postal Service leases from Landlord, the following premises (the "**Premises**") consisting of the entirety of the Brick/Block building having a street address of 5885 ALLISON ST, ARVADA, CO 80004-9998 (the "**Building**") situated upon the real property with an Assessor's Parcel Number of 39-113-00-007 and legally described in **Exhibit A** attached hereto and by this reference incorporated herein (the "**Property**"). The Premises consists of approximately 17,426 net interior square feet of space and additional space, if any, as shown on Exhibit C, each of which is attached hereto and incorporated herein by this reference.

The Postal Service shall have the right to use any and all appurtenances and easements benefiting the Premises and the Property, including sidewalks, driveways, drive lanes, entrances, exits, access lanes, roadways, service areas, and parking areas, wherever located in or on the Property, which the Postal Service deems necessary or appropriate to support its intended use of the Premises and to exercise its rights under this Lease. Landlord shall not make any changes to the size, location, nature, use or place any installations upon the sidewalks and parking areas of the Property which impair the accessibility to or visibility of or ease of use of the Premises by the Postal Service and/or its customers, as reasonably determined by the Postal Service.

The Landlord has supplied the following systems and equipment:

1. Heating System
2. Air Conditioning System
3. Electrical Distribution System
4. Light Fixtures
5. Water Distribution System including hot water supply
6. Sewer or Septic System

The maintenance of these items is governed by the Maintenance Rider USPS Responsibility-Partial attached to this Lease (the "Maintenance Rider").

2. TERM: The Lease shall be effective as of the Effective Date but the term of this Lease and the obligations of the Postal Service, including the payment of any charges or rent under this Lease, shall be for a period of 5 years commencing on October 01, 2022 ("**Commencement Date**") and ending on September 30, 2027, unless sooner terminated or extended as provided herein. If this Lease is extended, then such extended period shall also be referred to herein as the "**term**."

3. RENT: The Postal Service will pay Landlord an annual rent of: \$178,260.00 ("**Rent**"), payable in equal installments at the end of each calendar month during the term. Rent for a part of a month will be prorated according to the number of days of the month occurring during term.

Rent shall be paid to:
CITY OF ARVADA
ATTN: ACCOUNTS PAYABLE



Lease (Single-Tenant Form)

Facility Name/Location
ARVADA - MAIN OFFICE (070414-001)
5885 ALLISON ST, ARVADA, CO 80004-9998

County: Jefferson
Lease: Q90000786610

8101 RALSTON RD
ARVADA, CO 80002-2400

4. RENEWAL OPTIONS: The Postal Service shall have the right to the following renewal options:

Period	Annual Rent
10/01/2027 09/30/2032	\$196,086.00

provided that notice of exercise of each such renewal option is sent in writing, to the Landlord at least 0 days before the end of the initial Lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

5. OTHER PROVISIONS: When used herein the term "lease" or "Lease" includes all of the following additional provisions, modifications, riders, layouts, and/or forms which were agreed upon prior to execution and made a part of this Lease.

- General Conditions to USPS Lease
- Exhibit A (Legal Description of Property)
- Exhibit B (Parking Area)
- Exhibit C (Premises Area)
- Utilities and Services Rider
- Addendum
- Maintenance Rider USPS Responsibility (Partial)
- Subordination, Non-Disturbance and Attornment Agreement

6. TERMINATION: There shall be no early termination rights, except as otherwise provided in this Lease.

7. CONFLICT OF INTEREST. To avoid actual or apparent conflicts of interest, the Postal Service requires the certification set forth on the signature page from Landlord. The Postal Service will be relying on the accuracy of the statements made by you in this certification. If Landlord's certifications below are false, or Landlord breaches the certification and fails to notify the Postal Service Contracting Officer as provided below, then the Postal Service may exercise any or all of the following remedies: (i) withhold Rent and all other payments and reimbursements due or to become due under this Lease until Landlord remedies the misrepresentation or the Postal Service waives such conflict of interest, (ii) terminate the Lease on a date set forth in the notice to Landlord without penalty, or (iii) exercise any other remedy it may have for damages or injunctive relief.

[Conflict of Interest/Signature Page Follows]



Conflict of Interest/Signature Page

Facility Name/Location
ARVADA - MAIN OFFICE (070414-001)
5885 ALLISON ST, ARVADA, CO 80004-9998

County: Jefferson
Lease: Q90000786610

CONFLICT OF INTEREST CERTIFICATION BY LANDLORD

LANDLORD: Please check all that apply in item A below and complete item B below if necessary.

The undersigned certifies to the Postal Service as follows:

A. (Check all that apply) Landlord is:

- (i) ☐ A Postal Service employee or a business organization owned or controlled by a Postal Service employee;
(ii) ☐ The spouse of a Postal Service employee or a business organization owned or controlled by a spouse of a Postal Service employee;
(iii) ☐ A family member of a Postal Service employee or a business organization owned or controlled by a family member of a Postal Service employee;
(iv) ☐ An individual residing in the same household as a Postal Service employee or a business organization owned or controlled by an individual residing in the same house as a Postal Service employee;
(v) ☒ None of the above.

B. If you checked any of A (i) through (iv) above complete as applicable:

- (i) Postal Service Employee:
(Name) _____ (Title) _____ (Location) _____
(ii) Spouse who works for the Postal Service:
(Name) _____ (Title) _____ (Location) _____
(iii) Family member who works for the Postal Service:
(Name) _____ (Title) _____ (Location) _____
(iv) Household Member who works for the Postal Service:
(Name) _____ (Title) _____ (Location) _____

C. If you have checked "none of the above" and during the lease term or any renewal term, you do fall into any of the categories listed in A (i) through (iv) above, you must notify the Postal Service's Contracting Officer in writing within 30 days of the date you fall into any of the categories and shall include an explanation of which of the above categories now applies.

The person signing this Lease certifies under penalty of perjury that he/she/they has full power and authority to bind the Landlord named below.

LANDLORD NAME: CITY OF ARVADA

Signature: _____

Print Name: Lauren Simpson

Title: Mayor

Date: _____

Name: _____
Witness (City Clerk)

Name: Jessica Morales, Assistant City Attorney
Witness

APPROVED AS TO FORM:

for City Attorney

Landlord's signature must be witnessed by two individuals, which shall sign where indicated above

Telephone No: _____

Email Address: _____

(Official notices under the Lease are delivered pursuant to Section 10(n) of the General Conditions to USPS Lease)

POSTAL SERVICE:

Signature: _____

Print Name: TERRENCE BRENNAN

Title: Contracting Officer

Date: _____

Facility Name/Location
ARVADA - MAIN OFFICE (070414-001)
5885 ALLISON ST, ARVADA, CO 80004-9998

County: Jefferson
Lease: Q90000786610

Exhibit A

[Legal Description of Property]

The land referred to in Schedule A is situated in the County of Jefferson, State of Colorado and is described as follows: That part of the Northwest One-Quarter of the Southwest One-Quarter of Section 11, Township 3 South, Range 69 West of the 6th Principal Meridian, described as follows: Commencing at the Southwest corner of said Northwest One-Quarter of the Southwest One-Quarter; thence easterly, along the South line of said Northwest One-Quarter of the Southwest One-Quarter, 1293.95 feet more or less, to a point 20 feet West of the Southeast corner of said Northwest One-Quarter of the Southwest One-Quarter; thence northerly 30 feet to the intersection of the North right of way line of Ralston Road and the West line of Allison Street as disclosed by Instrument recorded November 22, 1949, in Book 634 at Page 462 of the Jefferson County Records; Thence northerly, along the West line of Allison Street, 147.5 feet to the True Point of beginning; thence westerly, parallel with the North right of way line of Ralston Road, 270 feet; thence northerly, parallel with the East line of said Northwest One-Quarter of the Southwest One-Quarter, 240 feet; thence easterly, parallel with the North right of way line of Ralston Road, 270 feet; thence southerly along the West line of Allison Street and the extension thereof, 240 feet to the True Point of Beginning, Together with an easement to construct a roadway as granted by instrument recorded May 27, 1969, in Book 2106 at page 134 across the following described property: That part of the Northwest One-Quarter of the Southwest One-Quarter (NW 1/4 SW 1/4) of Section Eleven (11), Township Three (3) South, Range Sixty-Nine (69) West of the 6th Principal Meridian described as follows: Commencing at the Southwest corner of said Northwest One-Quarter of the Southwest One-Quarter; thence easterly, along the South line of said Northwest One-Quarter of the Southwest One-Quarter, 1293.95 feet, more or less, to a point 20 feet West of the Southeast corner of said Northwest One-Quarter of the Southwest One-Quarter; thence northerly 30 feet to the intersection of the North right of way line of Ralston Road and the West line of Allison Street as disclosed by Instrument recorded November 22, 1949, in Book 654 at Page 462 of the Jefferson County Records; thence westerly, along the North right of way line of Ralston Road, 270 feet to the True Point of Beginning; thence northerly, parallel with the East line of said Northwest One-Quarter of the Southwest One-Quarter, 187.5 feet; thence westerly, parallel with the North right of way line of Ralston Road, 30 feet; thence southerly, parallel with the East line of said Northwest One-Quarter of the Southwest One-Quarter, 187.5 feet; thence easterly, along the North right of way line of Ralston Road, 30 feet to the True Point of Beginning, County of Jefferson, State of Colorado





Exhibits

Facility Name/Location
ARVADA - MAIN OFFICE (070414-001)
5885 ALLISON ST, ARVADA, CO 80004-9998

County: Jefferson
Lease: Q90000786610

Exhibit B

Parking Area
(If Applicable)

INTENTIONALLY LEFT BLANK

Facility Name/Location
ARVADA - MAIN OFFICE (070414-001)
5885 ALLISON ST, ARVADA, CO 80004-9998

County: Jefferson
Lease: Q90000786610

Exhibit C**Premises Area****Lease Defined Space Measurements**

	Sq ft
Rentable SF:	17,426
Total USPS Leased SF:	17,426
Total Property Site SF:	60,299

Area Comments

Facility Name/Location
ARVADA - MAIN OFFICE (070414-001)
5885 ALLISON ST, ARVADA, CO 80004-9998

County: Jefferson
Lease: Q90000786610

If there is any conflict or ambiguity between any items of the Lease or this Addendum, the terms of this Addendum shall control.

8. General Conditions to USPS Lease, Section 1. Applicable Codes and Ordinances shall be amended to add the following words to the end of the paragraph: "Nothing herein shall be construed or interpreted as a waiver, express or implied, by Arvada, of any of the immunities, rights, benefits, protections, or other provisions contained in the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S."

9. General Conditions to USPS Lease, Section 3. Assignment/Sublease by the Postal Service shall be deleted in its entirety and replaced with the following language: "The Postal Service shall not sublet all or any part of the Premises or assign this Lease without the prior written consent of Landlord. The Postal Service shall not be relieved from any obligation under this Lease by reason of any subletting or assignment."

10. General Conditions to USPS Lease, Section 6. b. Landlord's Insurance shall be amended to add the words "either be self-insured" to the first sentence after the words "Landlord shall", and add the word "or" after the words "at its own expense,". This section shall be further amended to delete the following words from the third sentence " and either a premium bill evidencing Landlord's insurance or a statement signed by Landlord's insurer confirming the date to which the premium has been paid in full, together with the appropriate form".

11. General Conditions to USPS Lease, Section 6. b. (i) Landlord's Liability shall be amended to delete the following words from the first sentence: "naming the postal service as an additional insured". This sentence shall be further amended to replace "2,000,000" with "1,000,000".

12. General Conditions to USPS Lease, Section 6. b. (ii) Property Insurance shall be amended to delete the following words: "which insurance shall be in the amount of at least 90% of the full replacement value of the Premises (exclusion of excavation, footings, and foundations) as determined by insurance company appraisers or Landlords insurance broker."

13. General Conditions to USPS Lease, Section 7.d. Landlord Indemnification of Postal Service shall be deleted in its entirety.

14. General Conditions to USPS Lease, Section 10. b. Exterior of Building shall be deleted in its entirety and replaced with the following language: "Landlord shall not place, or allow any other person or entity to place, any advertising, bas reliefs, murals or other decorations on the exterior walls of the area in which the Premises is located nor shall Landlord place, or allow any other person or entity to place any additional landscaping or plantings in such area in excess of that landscaping or planting in existence at the commencement of this Lease, without written approval of the Postal Service obtained in accordance with Section 663.4 of the Postal Service's Administrative Support Manual, as the same may be revised, replaced, or supplemented. Nothing stated herein is intended to prohibit Landlord from replacing the landscaping or plantings in existence at the commencement of this Lease as needed. The parties acknowledge that there is a mural located on the cement retaining wall on the Premises that was previously commissioned by Landlord. The Postal Service is not responsible for maintenance, repair, or replacement of the mural. Landlord shall maintain the mural at its sole cost and expense."

15. Utilities and Services Rider, section 6. SNOW, is hereby deleted in its entirety and replaced with the following language: "Landlord is responsible for the timely (but in no event later than as required for owners of property in the local jurisdiction under local law) removal of snow and ice from the roof (when necessary or required), the sidewalks, driveways, drive aisles, entrances, exits, parking and maneuvering areas, and any other areas providing access to the Premises for use by the Postal Service's employees, contractors, or the public (including, but not limited to, stairs, handicap access ramps, carrier ramps, etc.), all at Landlord's cost."



General Conditions to USPS Lease

Facility Name/Location
ARVADA - MAIN OFFICE (070414-001)
5885 ALLISON ST, ARVADA, CO 80004-9998

County: Jefferson
Lease: Q90000786610

1. APPLICABLE CODES AND ORDINANCES

The Landlord shall comply with all codes and ordinances applicable to the ownership and operation of the Building and Property without regard to the Postal Service tenancy and obtain all necessary building permits, certificates of occupancy, and similar related items at no cost to the Postal Service. The Postal Service agrees (i) to comply with all applicable codes and ordinances to the operations of the Postal Service at the Premises, to the extent enforceable against the Postal Service, and (ii) when the Postal Service or one of its contractors (other than Landlord) is performing work at the Premises, the Postal Service will be responsible for obtaining applicable permits and related items and to pay the associated costs. Nothing herein shall be construed as a waiver of the Postal Service's sovereign immunity. **See Addendum #8**

2. LANDLORD'S INTEREST

a. Landlord represents and warrants to the Postal Service that as of the Effective Date, (i) Landlord owns and holds fee title in and to the Building, the Premises and the Property; (ii) there are no encumbrances, liens, agreements, or covenants in effect that would materially interfere with the Postal Service's ability to operate its operations, materially impair the Postal Service's rights under this Lease, or materially increase the Postal Service's obligations under this Lease; and (iii) Landlord is unaware of any existing or impending condemnation plans, proposed special assessments or other adverse physical conditions relating to the Property (provided that if the Premises has been previously occupied by the Postal Service, then Landlord's representation regarding adverse physical conditions relating to the Property is limited to conditions that Landlord is responsible to maintain, repair, replace or remediate under this Lease). The term "**Landlord**" as used herein shall mean only the owner or owners, at the time in question, of the fee title (or a tenant's interest in a ground lease) of the Property.

b. If this Lease provides for payments aggregating \$10,000 or more to Landlord, claims for monies due or to become due from the Postal Service under it may be assigned by Landlord to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party at a time, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this Lease. No assignment or reassignment by Landlord will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment and other reasonable documentation, including without limitation, a W-9, is filed with:

1. the Postal Service's Contracting Officer; and
2. the surety or sureties, if any, upon any bond.

c. Assignment by Landlord of this Lease or any interest in this Lease other than in accordance with the provisions of this clause will be grounds for termination of this Lease by the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the Premises by Landlord, provided that:

1. such transfer is subject to this Lease;
2. a copy of the recorded deed or other official transfer instrument evidencing the transfer is provided to the Postal Service; and



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3. Landlord shall cause its assignee or transferee to assume the provisions of this Lease and Landlord shall deliver notice of such assignment or transfer and a copy of the effective instrument of transfer to the Postal Service within 15 days after the date of transfer. In addition, both the original Landlord and the successor landlord shall execute the standard Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption form to be provided by the Postal Service within 15 days after receipt of such form from the Postal Service and the successor landlord shall provide other reasonable documentation, including without limitation, a W-9 and the standard Conflict of Interest Certification Form. If a transfer occurs due to the death or dissolution of the Landlord, the Postal Service may reasonably request such other documentation to evidence the transfer and ownership by the successor landlord, including but not limited to, a W-9 and an agreement to indemnify and hold harmless the Postal Service with respect to any claims by other parties of ownership interest in the Premises or entitlement to the Rent. The Postal Service shall be entitled to continue to pay Rent and give all notices to Landlord until it has received the foregoing from Landlord. Landlord shall deliver all such funds in which the Postal Service has an interest to Landlord's successor or assignee. Provided Landlord's successor or assignee expressly assumes Landlord's duties and covenants under this Lease as required hereunder, Landlord shall be released from all liability toward the Postal Service arising from this Lease because of any act, occurrence or omission of Landlord's successors occurring after the transfer of Landlord's interest in this Lease. Nothing herein shall be deemed to relieve Landlord of any liability for its acts, omissions or obligations occurring or accruing up to and including the date of such assumption by Landlord's successor, and the Postal Service shall be free to exercise any and all remedies for a Landlord default against either the Landlord or a successor landlord, at the election of the Postal Service. Notwithstanding anything to the contrary contained herein, in the case of new leased space projects, this Lease may only be assigned, or ownership of the property transferred following commencement of the fixed term, unless prior written consent is obtained from the Postal Service.

3. ASSIGNMENT/SUBLEASE BY THE POSTAL SERVICE

~~The Postal Service may sublet all or any part of the Premises or assign this Lease only with the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned, or delayed, but the Postal Service shall not be relieved from any obligation under this Lease by reason of any subletting or assignment. If Landlord fails to respond in writing to a written request to sublease or assign from the Postal Service within 30 days after receipt by Landlord of the Postal Service's written request, Landlord shall be deemed to have consented to such sublease or assignment, as applicable.~~ **See Addendum #9**

4. ALTERATIONS AND RESTORATION

a. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures and install flags or signs in or upon the Premises or common areas; which fixtures, additions, structures, flags or signs so placed in, upon or attached to the Premises or common areas shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service at any time and from time to time, including, without limitation, at the end of the term, subject to the provisions of Section 4b below.

b. Upon expiration or termination of this Lease, the Postal Service shall remove its personal property and restore the Premises to a "broom clean" condition with any systems and structures for which the Postal Service is responsible (under the Maintenance Rider attached to this Lease) in working order. Except as provided to the contrary in the immediately preceding sentence, the Postal Service shall not be responsible to restore any condition due to reasonable and ordinary wear and tear, damages by the elements, or by circumstances over which the Postal Service has no control. The Postal Service at its sole option may, prior to the expiration or termination of the Lease, remove any or all of its alterations or improvements or elect to abandon the alterations or improvements in or on the Premises. If the Postal Service elects to abandon, the abandoned alterations and improvements shall



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become the property of the Landlord and the Postal Service shall be relieved of any liability in connection therewith; provided, however, if following expiration of the Lease the Postal Service enters into a new lease agreement with Landlord to remain in the Premises, the Postal Service shall have continued responsibility for maintenance of such alterations or improvements which were installed by the Postal Service during the term of this Lease (and not by Landlord) in accordance with the Maintenance Rider attached to this Lease.

5. [RESERVED]

6. INSURANCE

a. **Postal Service's Insurance.** Landlord acknowledges that the Postal Service does not routinely purchase commercial insurance or maintain a separate account for potential claims, as is required to technically be considered "self-insured." Rather, the Postal Service is authorized to pay proper claims against it out of its general revenue fund and available credit, and is subject to suit for damages. Liability claims against the Postal Service are governed by the Federal Tort Claims Act, 39 U.S.C. §409(c), with the specific provisions being set forth at 28 U.S.C. §§1346(b), 2401(b), and 2671-2680. With respect to the issue of Workers' Compensation coverage, pursuant to 39 U.S.C. §1005(c), the Federal Employees' Compensation Act ("FECA"), 5 U.S.C. §§8101 et seq., is the exclusive remedy for all postal employees who sustain personal injuries on the job. While the Landlord is hereby waiving its standard insurance requirements for the Postal Service, if at any time the Postal Service assigns or subleases any portion of the Premises in accordance with the terms of this Lease to a non-governmental entity, Landlord has the right to impose its reasonable insurance requirements on the assignee and/or subtenant which are based on the assignee's and/or subtenant's proposed use of the Premises including the requirement that the assignee and/or subtenant reimburse Landlord for any increase in insurance premiums incurred by Landlord as a result of the assignee and/or subtenant's proposed use for the balance of the Term and any extensions, all as a condition of the assignment or sublease.

b. **Landlord's Insurance.** Landlord shall, ~~See Addendum #10~~ at its own expense, obtain and keep in full force and effect, the following insurance from an insurance company with a Best's rating of at least A- and a Best's financial performance rating of at least 7. The insurance required to be carried by Landlord under this Section shall be referred to herein as "**Landlord's Insurance.**" Upon request, Landlord shall provide the Postal Service with a copy of the certificate of insurance ~~and either a premium bill evidencing Landlord's Insurance or a statement signed by Landlord's insurer confirming the date to which the premium has been paid in full, together with the appropriate form stating Landlord's insurance policy(ies) has been endorsed.~~ **See Addendum #10**

(i) ~~Liability Insurance.~~ Bodily injury, personal injury and property damage insurance, ~~naming the Postal Service as an additional insured,~~ insuring against claims of bodily injury or death, personal injury or property damage, arising out of or in connection with Landlord's acts or omission upon, in or about the Property, with an each occurrence limit of not less than ~~\$2,000,000~~ and a general aggregate limit of not less than \$2,000,000. Landlord's Insurance shall be primary with respect to any claim covered under such insurance and arising out of events that occur outside the Premises. Landlord shall have the right, but not the obligation, to increase the amounts or limits of insurance to such amounts as Landlord deems reasonably necessary. Landlord may, at Landlord's option, carry insurance required under this Section under an umbrella policy or policies for coverage amounts exceeding \$1,000,000, provided that such umbrella policy or policies otherwise comply with the requirements of this Section. **See Addendum #11**

(ii) Property Insurance. Insurance covering loss or damage to the Premises and the Property by reason of fire (extended coverage) and those perils included within the classification of "Special Form Causes of Loss"

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insurance (with other appropriate endorsements), ~~which insurance shall be in the amount of at least 90% of the full replacement value of the Premises (exclusive of excavation, footings, and foundations) as determined by insurance company appraisers or Landlord's insurance broker.~~ **See Addendum #12**

(iii) Flood, Earthquake, and Tornado Insurance. Insurance covering loss or damage to the Premises and the Property by reason of flood, earthquake, or tornado, which insurance shall be in the amount in line with insurance carried by comparable property owners of comparable properties within the vicinity of the Property.

7. HAZARDOUS/TOXIC CONDITIONS CLAUSE

a. **Definitions.** As used in this Lease, the following terms have the following meanings:

"Environmental Laws" mean all federal, state or local statutes, laws, ordinances, rules or regulations, relating to protection of human health or the environment, including but not limited to (i) all laws relating to the release of Hazardous Materials into the air, surface water, groundwater or land, or relating to the reporting, investigation or remediation of, licensing, manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; (ii) all laws pertaining to the protection of the health and safety of employees; and (iii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq.; the Hazardous Materials Transportation Act as amended 49 U.S.C. §1801 et seq.; the Resource Conservation and Recovery Act, as amended 42 U.S.C. §6901 et seq.; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq.

"Hazardous Materials" mean (i) any toxic substance or hazardous waste, substance or related material, or any pollutant or contaminant that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any and all Environmental Laws; (ii) petroleum, radon gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent; and (iii) any substance, gas material or chemical that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any Environmental Laws.

"Environmental Contamination" means the presence of any Hazardous Materials which includes the presence of friable asbestos materials at any level, in, on, or under the Property, the Premises, common areas or the Building, at levels that require reporting to the enforcing environmental regulatory agency and/or environmental response action (s) under applicable Environmental Laws.

"Asbestos-Containing Material" (ACM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACM that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

b. **Landlord Certification.** By execution of this Lease, the Landlord certifies that, to the best of its knowledge and excluding any written disclosures made to the Postal Service: (i) the Property and Premises are free of Environmental Contamination; (ii) there are no undisclosed underground storage tanks or associated piping on, in, or under the Premises or Property; (iii) there are no ACMs, radon, lead-based paint, or lead piping or solder in drinking water systems, or in or on the Property; and (iv) Landlord has not received, nor is Landlord aware of, any notification or other communication from any party concerning any environmental condition, or violation or potential violation of any Environmental Law, regarding the Property or its vicinity. If the Landlord becomes aware of any such conditions, potential conditions, or violations of any Environmental Laws regarding the Property or its



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vicinity defined herein, subsequent to Lease commencement, Landlord must disclose the new information to the Postal Service as soon as possible, and under no circumstances later than 5 business days after first becoming aware.

c. Environmental Condition of the Premises.

(i) Unless due to the negligence of the Postal Service, if after the Commencement Date or any renewal thereof, Environmental Contamination is at any time identified on the Property, upon notification by the Postal Service, the Landlord agrees to remediate such Environmental Contamination to the extent required by Environmental Laws. Prior to performing any work, Landlord must seek and receive written approval from the Postal Service Contracting Officer of the Landlord's contractor and scope of work, and such approval will not be unreasonably withheld. The foregoing notwithstanding, the Postal Service shall pay that portion of the costs of remediation of Environmental Contamination caused directly by the negligence of the Postal Service.

(ii) In performance of any work under this Clause, Landlord and Landlord's agents, contractors, and consultants ("**Landlord's Agents**") shall provide all information and data obtained, generated or learned as a result the work, including all verified lab data and all consultant reports, studies and analysis to Postal Service as soon as they become available, but no later than the seven business days after receipt. In addition, if requested by Postal Service, Landlord and Landlord's Agents shall promptly make available to Postal Service access to all raw data, whether or not verified. Landlord also shall provide Postal Service with copies of all correspondence, information and documents submitted by or received by Landlord or Landlord's Agents from any third party or any governmental authority relating to the work promptly upon its receipt and/or submission by Landlord or Landlord's Agents. Postal Service shall be permitted to have representatives present during all work, and Landlord and Landlord's Agents shall provide to Postal Service samples, copies of the results of on-site testing and visual inspections, and complete access to all samples and tests taken or conducted.

(iii) If the Landlord fails to remove Environmental Contamination to the extent required by Environmental Law, or otherwise respond in accordance with Environmental Law, to any Environmental Contamination, with such diligence as will ensure its completion within the time specified in Postal Service notice to Landlord (or any extension thereof as may be granted at the sole discretion of the Postal Service), or fails to complete the work within said time, as provided in the Maintenance Rider, the Postal Service shall have the right to perform the work (by contract or otherwise), and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or the federal government. Completion of the work by Postal Service shall not relieve Landlord of its responsibility to perform the work in the future. In addition, the Postal Service may proportionally abate the Rent and all other payments and reimbursements due or to become due under this Lease for any period the Premises, or any part thereof, are determined by the Postal Service to have been rendered untenable or unavailable to it by reason of such condition. Alternatively, if Landlord fails to prosecute the work as required and the Postal Service determines that the Premises are untenable or unfit for use or occupancy, with reasonable discretion, cancel this Lease in its entirety without liability. The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law. If non-friable ACM, whether disclosed by the Landlord prior to execution of this Lease or subsequently found in or on the Property after execution of this Lease, should become friable due to any cause other than the negligence of the Postal Service, the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM shall be performed by the Landlord at the Landlord's sole cost and expense. If ACM in or on the Property or the Building was rendered friable due to the negligence of the Postal Service (including any such negligence of the Postal Service under any prior lease or leases of the Premises), the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense. The parties agree as follows: (1) neither of the following shall constitute the negligence of the Postal



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Service: (a) reasonable and ordinary wear and tear and (b) damages by the elements or by circumstances over which the Postal Service has no control; (2) to the extent a failure by the Postal Service to maintain the improvements containing ACM in accordance with the Postal Service's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Postal Service hereunder, and the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense; and (3) to the extent a failure by the Landlord to maintain the improvements containing ACM in accordance with the Landlord's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Landlord hereunder, and the Landlord shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Landlord's sole cost and expense.

(iv) Without limiting the foregoing, regardless of whether Landlord is required by this Lease to provide fuel for a heating system as set forth in the Utilities and Services Rider, any investigative and remediation cost associated with a release or suspected release of fuel from the heating system, including any fuel tank, shall be the responsibility of the Landlord, unless, and to the extent that, the release is caused by the negligence of the Postal Service, in which event the Postal Service shall be responsible for a portion of the investigative and remediation costs associated with the release to the extent such release was due directly to the Postal Service's negligence.

~~d. **Landlord Indemnification of Postal Service.** The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from and against any and all claims, losses, damages, actions, causes of action, expenses, fees and/or liability resulting from, brought for, or on account of any violation of this clause or in any way arising out of or connected to Environmental Contamination on the Property, except that Landlord shall not be required to indemnify the Postal Service for, and to the extent of, that portion of Environmental Contamination caused directly by the negligence of the Postal Service.~~ **See Addendum #13**

e. **Landlord Rights to Contribution.** Nothing stated herein is intended to limit the right of the Landlord or the Postal Service to make claims for contribution or cost recovery under applicable laws against each other or any other persons or entities responsible for such Environmental Contamination.

8. FORCE MAJEURE

In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party (a "**Required Act**"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, acts or threats of terrorism, fire, flood, earthquake, delays by governmental authorities or other casualty or acts of God (a "**Force Majeure Event**"), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Lease, the financial inability of Landlord or the Postal Service to perform any Required Act, including (without limitation) failure to obtain adequate or other financing, shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence sooner than 15 days before the date on which the party who asserts some right, defense or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party hereto. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (i) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (ii) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the



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time of performance of the Required Act with the average of the preceding ten (10) years climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood or other natural phenomena of normal intensity for the locality where the Premises are located.

9. CLAIMS AND DISPUTES

a. This Lease shall be governed by federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. 7101-7109) (the "**Act**").

b. Except as provided in the Act, all disputes arising under or relating to this Lease must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this Lease. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the Postal Service Contracting Officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the Postal Service Contracting Officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

e. For Landlord claims of \$100,000 or less, the Postal Service Contracting Officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the Postal Service Contracting Officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

f. The Postal Service Contracting Officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the Postal Service Contracting Officer receives the claim (properly certified if required); or



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2. the date payment otherwise would be due, if that date is later, until the date of payment.

i. Simple interest on claims will be paid at a rate determined in accordance with the Act.

j. Landlord must proceed diligently with performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under this Lease, and comply with any decision of the Postal Service Contracting Officer.

k. In the event of an alleged Postal Service default where the Postal Service has vacated the Premises, Landlord shall in all events have an affirmative obligation to use reasonable efforts to obtain another tenant for the Premises at a fair market rental and to otherwise mitigate its damages. In no event shall the Postal Service or Landlord be liable for any consequential, punitive, or special damages under this Lease. The parties agree that this restriction shall not apply to liquidated damages, if any, provided for in any workletter or other rider or attachment to this Lease.

10. GENERAL

a. **Quiet Enjoyment.** Without limiting any rights the Postal Service may have by statute or common law, Landlord covenants and agrees that, provided that the Postal Service is not in default under this Lease, and for so long as this Lease is in full force and effect, the Postal Service shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease from and after Landlord's delivery of the Premises to the Postal Service until the end of the term, without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming by, through or under Landlord. In the event of substantial, material or unreasonable interference with the Postal Service's tenancy by Landlord or its agents or contractors, the Rent and other payments and reimbursements due or to become due under this Lease all shall be equitably abated if the interference continues for more than 24 hours. In the event such interference shall continue for longer than 6 months, the Postal Service shall have the option to terminate this Lease or continue to operate with rent abatement until the interruption ceases. Notwithstanding the foregoing, in the event that, as a result of any substantial, material or unreasonable interference, the Postal Service is legally required to move any of its operations, then Landlord shall reimburse the Postal Service for the actual reasonable costs incurred in connection with such move.

~~b. **Exterior of Building.** Landlord shall not place, or allow any other person or entity to place, any advertising, bas reliefs, murals or other decorations on the exterior walls of the area in which the Premises is located nor shall Landlord place, or allow any other person or entity to place any additional landscaping or plantings in such area in excess of that landscaping or planting in existence at the commencement of this Lease. Nothing stated herein is intended to prohibit Landlord from replacing the landscaping or plantings in existence at the commencement of this Lease as needed.~~ **See Addendum #14**

c. **Recording.** Not Applicable

d. **Subordination, Non-Disturbance and Attornment Agreement.** If there is now or will be a mortgage on the property which is or will be recorded prior to the Effective Date, the Landlord must notify the Postal Service of the facts concerning such mortgage. This Lease will be subject and subordinate to the lien of all existing mortgages or deeds to secure debt encumbering the property, provided that Landlord has obtained from such holder of any existing mortgage a Subordination, Non-Disturbance and Attornment Agreement in the form attached hereto.

e. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.



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f. **Interpretation.** Section headings are not a part hereof and shall not be used to interpret the meaning of this Lease. This Lease shall be interpreted in accordance with the fair meaning of its words and both parties certify they either have been or have had the opportunity to be represented by their own counsel and that they are familiar with the provisions of this Lease, which provisions have been fully negotiated, and agree that the provisions hereof are not to be construed either for or against either party as the drafting party.

g. **Incorporation of Prior Agreements; Amendments.** This Lease contains all agreements of the parties as of the date hereof with respect to any matter mentioned herein. No prior agreement, correspondence or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof. This Lease may be modified only in writing, signed by the parties in interest, at the time of the modification. Landlord specifically acknowledges that the Postal Service's employees at the Premises do not have authority to modify the Lease or to waive the Postal Service's rights hereunder.

h. **Waivers.** No waiver by the Postal Service or Landlord of any provision hereof shall be deemed a waiver of any other provision hereof and no waiver of any breach hereunder by Postal Service or Landlord shall be deemed a waiver of any subsequent breach by the Postal Service or Landlord of the same or any other provision. A party's consent to or approval of any act shall not be deemed to render unnecessary obtaining such party's consent to or approval of any subsequent act. No waiver shall be effective unless it is in writing, executed on behalf of Landlord or the Postal Service by a person with authority to bind each party

i. **[RESERVED]**

j. **Successors and Assigns.** Subject to the provisions of this Lease, this Lease shall be binding upon and benefit the parties, their personal representatives, successors and assigns.

k. **Landlord's Access.** Landlord and Landlord's agents shall have the right to enter the Premises upon reasonable prior written notice for the purpose of performing inspections, maintenance or repairs that are the responsibility of Landlord under this Lease; provided that no inspections may occur during the Postal Service's peak season (November 1 of each year through January 31 of the following year) other than those necessitated by the sale or refinance of the Property. The Landlord's right of entry hereunder shall be exercisable only during normal business hours and only on the terms set forth below. All other access to the Premises, including but not limited to showing the property to potential buyers, and within 30 days of the end of the Lease term, showing the property to potential tenants, shall be at the sole discretion of the Postal Service. In the event of emergency requiring access after-hours, Landlord must call the Postal Inspection Service at 1-877-876-2455 Option 2 "Emergency" prior to entry. When entering or performing any inspection, repair or other work in the Premises, Landlord, its agents, employees and/or contractors (i) shall identify themselves to the Postal Service's personnel immediately upon entering the Premises, and must be accompanied by a Postal Service employee when not in public areas; and (ii) shall use commercially reasonable, good faith efforts not to materially or unreasonably affect, interrupt or interfere with the Postal Service's use, business or operations on the Premises or obstruct the visibility of or access to the Premises.

l. **Calendar Days.** All references herein to "days" shall mean calendar days unless specified to the contrary.

m. **Counterparts.** This Lease may be executed in counterparts, which together shall constitute a single instrument. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments, or other records associated with this Lease is not an original but is an electronic signature, scanned signature or a digitally encrypted signature, then such electronic signature, scanned signature or digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory. Signatures required under this Lease, or any



General Conditions to USPS Lease

Facility Name/Location
ARVADA - MAIN OFFICE (070414-001)
5885 ALLISON ST, ARVADA, CO 80004-9998

County: Jefferson
Lease: Q90000786610

amendments, addendums, assignments, or other records associated therewith, may be transmitted by email or by fax and, once received by the party to whom such signatures were transmitted, shall be binding on the party transmitting its signatures as though they were an original signature of such party.

n. **Notices.** Whenever a provision is made under this Lease for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and sent by (i) United States mail, certified, postage prepaid or (ii) by Priority Mail Express (overnight), in each instance to the addresses set forth below or at such address as either party may advise the other from time to time. Notices to the Postal Service shall also include the identification of the facility name and location in such notices. Notices given hereunder shall be deemed to have been given three (3) days after the date of certified mailing or the next business day after being sent by Priority Mail Express (regardless whether the addressee rejects, refuses to sign, or fails to pick up such delivery).

CITY OF ARVADA

To Landlord at:

ATTN: MANAGER OF CITY FACILITIES

8101 RALSTON RD ARVADA, CO
80002-2400

With a copy to:

ATTN: ARVADA CITY ATTORNEY, CITY OF ARVADA

8101 RALSTON RD, ARVADA, CO 80002-2400

To the Postal Service at:

Contracting Officer

USPS Facilities Leasing West
PO Box 5527
Denver, CO 80217-5527

With a copy to:

Postmaster/Installation Head

5885 ALLISON ST, ARVADA, CO 80004-9998

Anything in the foregoing to the contrary notwithstanding, in the case of multiple persons or entities comprising Landlord under this Lease or in the case of a person or entity acting as an agent of Landlord, notices to any one of such multiple persons or entities or notice to an agent of Landlord shall be deemed to be sufficient notice to Landlord.

o. **Prompt Payment Act.** The provisions of the Prompt Payment Act, 31 U.S.C. § 3901 shall apply to all Postal Service payment obligations under this Lease, including any interest or penalties for late payments.

p. **Payment Offsets.** As required by 31 U.S.C. 3716, the Postal Service participates in the Treasury Offset Program of the Department of Treasury's Financial Management Service. Payments owed to Landlord from the Postal Service under this Lease are subject to offset in whole or in part to for the Landlord's delinquent tax and non-tax debts owed to the United States and the states and for delinquent child support payments.

11. FACILITIES NONDISCRIMINATION

a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.



General Conditions to USPS Lease

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b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

12. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at <http://about.usps.com/manuals/spp/html/spp10.htm> or by searching www.usps.com.

Clause 1-5, Gratuities or Gifts

Clause 1-6, Contingent Fees

Clause 9-3, Davis-Bacon Act¹

Clause 9-7, Equal Opportunity²

Clause 9-13, Equal Opportunity for Workers with Disabilities³

Clause 9-14, Equal Opportunity for VEVRAA Protected Veterans⁴

Clause 9-16, Employer Reports on Employment of Protected Veterans⁴

Clause B-25, Advertising of Contract Awards

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

¹ For premises with net interior space in excess of 6,500 SF.

² For leases aggregating payments of \$10,000 or more.

³ For leases aggregating payments of \$10,000 or more.

⁴ For leases aggregating payments of \$25,000 or more.



Maintenance Rider USPS Responsibility (Partial)

Facility Name/Location
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1. **Postal Service Responsibilities.** The Postal Service shall maintain the Premises (including repair and replacement of items, if necessary), except for those items specifically made the responsibility of Landlord in Paragraph 3 below and damage resulting from, and to the extent of, the negligence of the Landlord's agents or employees (which portion of the damage arising directly from Landlord's negligence shall be the responsibility of the Landlord). The responsibility of the Postal Service as stated herein will be fulfilled at such time and in such manner as the Postal Service reasonably considers necessary to keep the Premises in proper condition during the Lease term.
2. **Premises.** The term "Premises" as used in this rider includes the Premises described in the Lease, the improvements and appurtenances to such Premises exclusively used by the Postal Service (including parking lots, driveways, sidewalks, and fencing), and all equipment and fixtures furnished, or to be furnished, by Landlord under this Lease.
3. **Landlord Responsibilities.** Landlord, except for damage resulting from, and to the extent of, the negligence of the Postal Service agents or employees (which portion of the damage arising directly from Postal Service agent or employee negligence shall be the responsibility of the Postal Service), is responsible for maintenance of, repairs to, and, if necessary, replacement of:
 - a. **Structural Elements.** All structural elements, exterior or interior wherever located on the Property, including but not limited to: the foundation; column supports; bearing walls; retaining walls; bridges; floors (but not including floor covering); and similar structural elements or features.
 - b. **Lighting Systems.** All lighting systems, including all components thereof, such as, by way of example and not in limitation, ballasts, poles, and light fixture covers (but not light bulbs).
 - c. **Roof.** All parts of the roof system including, but not limited to: the roof covering; flashing and insulation (including around any roof-top equipment); roof beams, joists, and deck; soffit and fascia; and gutters and downspouts. Landlord shall be responsible for the timely removal of snow and ice from the roof. Landlord will also be responsible for regular cleaning of all gutters, downspouts, troughs, scuppers, roof drains, etc.
 - d. **Pest Control.** Inspection, prevention and eradication of termites and other wood-eating insects and any damage resulting therefrom.
 - e. **Construction Defects.** Defects in building construction or installation of equipment, fixtures, or appurtenances furnished by Landlord.
 - f. **Casualty.** Damage from Acts of God; acts of public enemy, riot or insurrection; and vandalism, and damages resulting from fire or other casualties.
 - g. **Well and Septic Systems.** Any necessary replacement of any part or all of the well and septic systems, including lateral fields. If replacement of either system becomes necessary as a result of the failure of that system, Landlord remains responsible for providing an operating well system and septic system. Landlord is also responsible for any inspections of these systems required by governing bodies. Landlord is responsible for the permitting and routine maintenance of the well system and septic system, including any necessary pumping and cleaning of the septic system. While all or any part of such well or septic system is not functioning, Landlord shall provide, at Landlord's sole cost, risk and expense, potable water and sanitary facilities at the Premises and shall maintain the same in good working order until the well and septic system are functioning as required by the Postal Service.
 - h. **Utilities.** All utilities, including all systems and structures and the components thereof which deliver such utility services to the Premises, including but not limited to base building plumbing, pipes, conduit, wiring, and related components located within the facility including, without limitation, behind walls, under floors and



Maintenance Rider USPS Responsibility (Partial)

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inside ceilings. This excludes additional systems and/or structures that were specifically installed by the Postal Service or its contractors for the Postal Service's particular furniture, fixtures, and equipment needs. This also excludes interior sinks, toilets, electrical panels, electrical outlets, and HVAC units.

- i. **Water remediation.** Inspection and remediation of recurring pooling and ponding water (interior and exterior) that interferes with the use and occupancy of the Premises or that is required under applicable codes and ordinances.
 - j. **Retention Ponds.** Any retention ponds.
 - k. **Sink Holes.** Any sink holes and any damage resulting therefrom.
 - l. **Exterior Site Related Issues.** All site related issues at the exterior of the Property, including but not limited to, damage caused by trees, overhanging branches, and roots (whether such items cause damage either on or off the Property) that interferes with the use and occupancy of the Premises or that is required under applicable codes and ordinances (but not including landscaping).
4. **Completion of Maintenance, Repair, or Replacement by Landlord.**

- a. If the Landlord is required to maintain, repair or replace something under this Lease, including, without limitation, this Rider, Landlord must perform all maintenance, repairs and replacements promptly and in any event within the time period provided in the Postal Service's notice to Landlord and submit photographs of the completed repair to the Postal Service at the address designated in the Postal Service's notice. If Landlord does not finish the maintenance, repairs or replacements within the time period set forth in the Postal Service's notice, then unless the Landlord requests more time, and the Postal Service grants more time using its reasonable judgment, then the Postal Service may (i) perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or the federal government, or (ii) terminate the Lease on a date specified by the Postal Service in the notice to Landlord.
 - b. In the case of an emergency (as reasonably determined by the Postal Service), then notwithstanding the above provision, the Postal Service may give Landlord notice by phone or other method and may give such shorter notice as is practicable under the circumstances. Upon notice, Landlord must immediately start the maintenance, repairs or replacements and if Landlord fails to start such maintenance, repairs or replacements immediately, the Postal Service may immediately perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or the federal government.
 - c. In addition to any other remedies of the Postal Service, the Postal Service may abate Rent and all other payments and reimbursements due or to become due under this Lease for any period the Postal Service reasonably determines all or any portion of the Premises, any common areas of the Property providing access to the Premises, or parking areas are untenable or unfit for the Postal Service's use as a result of Landlord's failure to maintain, repair or replace as required by this Lease. Rent and other payments and reimbursements due or to become due to Landlord will be abated in proportion to the impairment or loss of use as determined by the Postal Service. No exercise by the Postal Service of its right to rent abatement as stated above is intended to extend the time periods for the completion of any maintenance, repair or replacement set forth above.
5. **Health and Safety.** In performing the maintenance, repair and/or replacement obligations under this Lease, Landlord must:

- a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations



Maintenance Rider USPS Responsibility (Partial)

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(CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA);

- b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with section (a) above; and
- c. take all other proper precautions to protect the health and safety of:
 - (1) any laborer or mechanic employed by the Landlord in performance of this Lease;
 - (2) Postal Service employees; and
 - (3) the public.

Landlord must include this clause in all contracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any contract must be deemed to refer to the contractor.



Utilities and Services Rider

Facility Name/Location
ARVADA - MAIN OFFICE (070414-001)
5885 ALLISON ST, ARVADA, CO 80004-9998

County: Jefferson
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Unless otherwise indicated below, the responsibilities of Landlord identified in this Utilities and Services Rider are a part of the Rent paid under the Lease and are not subject to reimbursement by the Postal Service.

1. HEAT

The Postal Service pays all recurring fuel charges to the Premises, provided such charges are separately metered, by a meter or sub-meter installed by Landlord at Landlord's expense, to measure the Postal Service's consumption of fuel.

2. ELECTRICITY

The Postal Service will pay all recurring electric bills, provided such charges are separately metered, by a meter or sub-meter installed by Landlord at Landlord's expense, to measure the Postal Service's consumption.

3. WATER

At all times, Landlord must ensure that there is potable water serving the Premises. If at any time the water provided to the Premises is not potable, then the Landlord shall furnish potable water in a quantity sufficient to serve the maximum number of postal employees located at the Premises on a regular basis, and shall ensure such potable water is available at all times. Landlord must pay for all recurring charges related to the provision of such potable water.

The Premises are hooked up to a public water system. The Postal Service must pay for all recurring charges for such water services, provided such charges are separately metered, by a meter or sub-meter installed at Landlord's expense, for the measurement of Postal Service's consumption.

4. SEWER

The Premises are hooked up to a public sewer system. The Postal Service must pay for all recurring charges for such sewer services, provided such charges are separately metered, by a meter or sub-meter installed at Landlord's expense, for the measurement of Postal Service's consumption.

5. TRASH

Postal Service is responsible for all trash removal and disposal from the Premises and will provide its own trash receptacle or receptacles at its cost in a location acceptable to the Postal Service either on the Premises or in the common areas, if any.

6. SNOW

~~Landlord is responsible for the timely (but in no event later than as required for owners of property in the local jurisdiction under local law) removal of snow and ice from the roof, the sidewalks, driveways, drive aisles, entrances, exits, parking and maneuvering areas, and any other areas providing access to the Premises for use by the Postal Service's employees, contractors, or the public (including, but not limited to, stairs, handicap access ramps, carrier ramps, etc.), all at Landlord's cost.~~ **See Addendum #15**

7. CUSTODIAL SERVICES



Utilities and Services Rider

Facility Name/Location
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Custodial Services for purposes of this Lease means the following: all duties considered necessary or desirable by the Postal Service to maintain cleanliness at the Premises and the Property. Custodial services include, but are not limited to the following tasks: vacuum and mop floors, empty trash containers, clean windows, sanitize bathroom fixtures and carry out any other tasks related to cleaning dirt and debris from the inside or the outside of a particular building, including the parking areas, driveways, drive aisles, entrances, exits, sidewalks, lighting, and other exterior features. Custodial services do not include landscaping, or roof or gutter cleaning.

The Postal Service will provide its own custodial services for the interior and exterior of the Premises at such time and in such manner as the Postal Service considers necessary.

8. LANDSCAPING

Landscaping for purposes of this Lease means an exterior area devoted to or developed and maintained with plantings, decorative outdoor landscape elements, sculptures, benches, water features, paved or decorated surfaces of rock, stone, brick, block or similar material (excluding sidewalks, driveways, parking, loading or storage areas).

The Landlord has responsibility for all landscaping, grass cutting or shrub trimming at its cost.



Subordination, Non-Disturbance and Attornment Agreement

Instructions

The Subordination, Non-Disturbance and Attornment Agreement (SNDA) is required to be completed by your mortgage company/lender if you have a mortgage/loan on this property.

If you **do not have a mortgage/loan on this property please:**

1. Write "N/A" on the first page of the SNDA
2. Initial and Date

If you **do have a mortgage/loan on this property please:**

Paragraph 1, Page 1:

- Mortgagee/Landlord: Insert date the mortgagee/landlord is completing SNDA
- Mortgagee/Landlord: Insert the name of Mortgagee on Line 4
- Mortgagee/Landlord: Insert Mortgagee address on Line 5

Paragraph 2, Page 1:

- Line 2 and 3: USPS to insert date

Page 3 – Mortgagee Signature Block: Mortgagee/Landlord:

- Line 1: Insert name of Mortgagee
- Line 2: Insert Signature
- Line 3: Insert name of authorized signatory on behalf of mortgagee
- Line 4: Insert title of authorized signatory on behalf of mortgagee
- Paragraph 2: Mortgagee to have notary to complete

Page 3/4 – USPS Signature Block:

- USPS Contracting Officer to complete and notarize



Subordination, Non-Disturbance and Attornment Agreement

Facility Name/Location
ARVADA - MAIN OFFICE (070414-001)
5885 ALLISON ST, ARVADA, CO 80004-9998

County: Jefferson
Lease: Q90000786610

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement"), dated this _____ day of _____, 20 _____ between the UNITED STATES POSTAL SERVICE, an independent establishment of the Executive Branch of the government of the United States ("the Postal Service") and _____ ("Mortgagee"), having its principal place of business at _____.

RECITALS:

A. The Postal Service is the tenant under that certain lease executed between the Postal Service and _____ ("Landlord") dated _____ [as amended by _____ dated as of _____] ([the lease and all amendments thereto are] hereinafter referred to as the "Lease"), covering all or a portion of property legally described in **Schedule A** attached hereto and made a part hereof (the "Property").

B. Mortgagee has made a loan (the "Loan") to Landlord which is secured, in part, by the lien of a mortgage and an assignment of leases and rents, each executed and delivered by Landlord to Mortgagee encumbering the Property (collectively, the "Mortgage").

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Subordination**. The Lease and all terms thereof, including, without limitation, any options to purchase, rights of first refusal, and any similar rights, are and shall be subject and subordinate to the lien of the Mortgage, and to all amendments, modification, replacements and extensions thereof, to the full extent of the principal, interest, fees, expenses and all other amounts secured thereby.

2. **Non-Disturbance**. In the event of a foreclosure of the Mortgage, provided that at the time of the commencement of any such action or proceeding the Postal Service shall not be in default under any of the terms of the Lease beyond the expiration of any applicable notice or grace periods, Mortgagee agrees for itself and its successor and assigns that it will not join the Postal Service in summary or foreclosure proceedings unless applicable law requires Mortgagee to join all commercial occupants of the Property in such proceedings and then such joinder shall be for notice purposes only and that the leasehold interest of the Postal Service under the Lease shall not be extinguished or terminated by reason of such foreclosure, but rather the Lease shall continue in full force and effect and Mortgagee shall recognize and accept the Postal Service as tenant under the Lease subject to the terms and provision of the Lease. Nothing herein shall be construed as a waiver of the Postal Service's sovereign immunity or as a consent or agreement by the Postal Service to subject itself to the jurisdiction of any state or local governmental entity or court of law.

3. **Attornment**. Upon the conveyance of the Property by reason of the foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or otherwise, the Lease shall not be terminated or affected thereby as provided in this Agreement, and the Postal Service agrees to attorn to the transferee of the



Subordination, Non-Disturbance and Attornment Agreement

Facility Name/Location
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Property (the "Transferee") as the landlord under the Lease and the Transferee shall accept such attornment; provided, however, if requested by Transferee, the Postal Service shall execute a new lease with the Transferee, for a term equal to the remaining term of the Lease and otherwise containing the same provisions and covenants and in form acceptable to the Postal Service.

4. Notice to Mortgagee. Prior to terminating the Lease due to a default by Landlord thereunder, the Postal Service agrees to notify Mortgagee of such default in writing and give Mortgagee the opportunity to cure such default within thirty (30) days of Mortgagee's receipt of such notice, or if such default cannot reasonably be cured within such thirty (30) day period, Mortgagee shall have such longer time as may be necessary to cure the default provided that Mortgagee commences the cure within such period and diligently pursues the cure thereafter, but not to exceed sixty (60) days after Mortgagee's receipt of the notice.

5. Notices. All notices or other written communications hereunder shall be deemed to have been properly given if delivered in accordance with the delivery methods under the Lease, addressed to the Postal Service at the address identified in the Lease and addressed to Mortgagee at the address identified above.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

7. No Oral Modifications. This Agreement can be modified only in writing duly executed by both parties.

8. Choice of Law. This Agreement shall be governed and interpreted in accordance with Federal Law, however if there is no applicable Federal law then the law of the state where the Premises are located shall be applied. Venue shall lie only in the Federal courts.

9. Duplicated Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

[Signature Page Follows]



Subordination, Non-Disturbance and Attornment Agreement

Facility Name/Location
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5885 ALLISON ST, ARVADA, CO 80004-9998

County: Jefferson
Lease: Q90000786610

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and the year first above written.

MORTGAGEE:

BY: _____

NAME: _____

TITLE: _____

Subscribed and Sworn to before me, a notary public, in and for _____ County, State
of _____ this _____ day of _____, _____.

Notary Public

My commission expires

POSTAL SERVICE:

UNITED STATES POSTAL SERVICE

BY: _____

NAME: _____

TITLE: _____



Subordination, Non-Disturbance and Attornment Agreement

Facility Name/Location
ARVADA - MAIN OFFICE (070414-001)
5885 ALLISON ST, ARVADA, CO 80004-9998

County: Jefferson
Lease: Q90000786610

Subscribed and Sworn to before me, a notary public, in and for _____ County, State
of _____ this _____ day of _____, _____.

Notary Public

My commission expires



Subordination, Non-Disturbance and Attornment Agreement

Facility Name/Location
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5885 ALLISON ST, ARVADA, CO 80004-9998

County: Jefferson
Lease: Q90000786610

SCHEDULE A

(to SNDA)

LEGAL DESCRIPTION

The land referred to in Schedule A is situated in the County of Jefferson, State of Colorado and is described as follows: That part of the Northwest One-Quarter of the Southwest One-Quarter of Section 11, Township 3 South, Range 69 West of the 6th Principal Meridian, described as follows: Commencing at the Southwest corner of said Northwest One-Quarter of the Southwest One-Quarter; thence easterly, along the South line of said Northwest One-Quarter of the Southwest One-Quarter, 1293.95 feet more or less, to a point 20 feet West of the Southeast corner of said Northwest One-Quarter of the Southwest One-Quarter; thence northerly 30 feet to the intersection of the North right of way line of Ralston Road and the West line of Allison Street as disclosed by Instrument recorded November 22, 1949, in Book 634 at Page 462 of the Jefferson County Records; Thence northerly, along the West line of Allison Street, 147.5 feet to the True Point of beginning; thence westerly, parallel with the North right of way line of Ralston Road, 270 feet; thence northerly, parallel with the East line of said Northwest One-Quarter of the Southwest One-Quarter, 240 feet; thence easterly, parallel with the North right of way line of Ralston Road, 270 feet; thence southerly along the West line of Allison Street and the extension thereof, 240 feet to the True Point of Beginning, Together with an easement to construct a roadway as granted by instrument recorded May 27, 1969, in Book 2106 at page 134 across the following described property: That part of the Northwest One-Quarter of the Southwest One-Quarter (NW 1/4 SW 1/4) of Section Eleven (11), Township Three (3) South, Range Sixty-Nine (69) West of the 6th Principal Meridian described as follows: Commencing at the Southwest corner of said Northwest One-Quarter of the Southwest One-Quarter; thence easterly, along the South line of said Northwest One-Quarter of the Southwest One-Quarter, 1293.95 feet, more or less, to a point 20 feet West of the Southeast corner of said Northwest One-Quarter of the Southwest One-Quarter; thence northerly 30 feet to the intersection of the North right of way line of Ralston Road and the West line of Allison Street as disclosed by Instrument recorded November 22, 1949, in Book 654 at Page 462 of the Jefferson County Records; thence westerly, along the North right of way line of Ralston Road, 270 feet to the True Point of Beginning; thence northerly, parallel with the East line of said Northwest One-Quarter of the Southwest One-Quarter, 187.5 feet; thence westerly, parallel with the North right of way line of Ralston Road, 30 feet; thence southerly, parallel with the East line of said Northwest One-Quarter of the Southwest One-Quarter, 187.5 feet; thence easterly, along the North right of way line of Ralston Road, 30 feet to the True Point of Beginning, County of Jefferson, State of Colorado



April 09, 2024

CITY OF ARVADA
8101 RALSTON RD
ARVADA, CO 80002-2400

SUBJECT: ARVADA MAIN OFFICE PARKING, 5886 AMMONS ST, ARVADA, CO 80004-9998
Expiration Date: 05/31/24

Dear United States Postal Service Landlord,

On behalf of the United States Postal Service ("Postal Service"), JLL is pleased to present the enclosed Lease Agreement for the above referenced property. Should you have feedback to the enclosed Lease Agreement, please contact me at 720-418-8005 or Allyson.Kirby@jll.com.

The following instructions have been added for your convenience to help expedite lease execution:

- **Lease Agreement:**
 - Sign each copy of the agreement where indicated.
 - Date each copy of the agreement on the designated line.
 - Signature(s) must be witnessed by two parties.
- **Real Estate Conflict of Interest (COI) Certification Form:**
 - Complete one COI form for each per person who signs the lease. Sign and date where indicated.
- **IRS Form W-9:**
 - Complete items 1-7 where applicable, Part I, Part II, sign, and date where indicated.
- **Commission Agreement:**
 - Sign name, print name, and date where indicated.
- **Entity Documentation:** Provide documentation affirming the signator(ies) who have the authority to execute the lease. The names and official titles of the members/officers who are authorized to sign the lease must be written in the document provided. This information is required by the Postal Service.
- **Subordination, Non-Disturbance and Attornment Agreement/Mortgagee's Agreement:** If not applicable, write N/A, initial, and date.
- **Evidence of Title:** Provide Deed/Certificate of Transfer of Title.

****PLEASE SIGN AND RETURN THIS LEASE PACKET NO LATER THAN 04/23/24**.**

Using the enclosed envelope, please mail **all requested forms with original signatures**. Please note that postage is required. Upon acceptance and execution by the Postal Service, an original executed Lease will be returned to you.

Notice: All owners of record are advised to read the Lease thoroughly to ensure that each party is in agreement with the terms and conditions of this contract.

Respectfully,

Allyson Kirby

Allyson Kirby

CC: John Oseth



October 1, 2022

Dear Postal Service Landlord:

The Postal Service awarded a National Contract for Real Estate Services to Jones Lang LaSalle Americas, Inc. (JLL) in April 2017. JLL has experience and expertise in real property transactions and will be providing real estate support services, including lease management and brokerage services. The contract with JLL became effective on April 21, 2017.

This National Contract for our Real Estate Services Provider (RESP) entitles JLL to serve as the Tenant Representative on the behalf of the Postal Service for your leasing transaction. The Postal Service expects that you will pay a commission to the JLL representative for leasing services pursuant to a separate agreement between you and the JLL representative. The Postal Service understands that the rental rate may reflect this commission payment, along with other market-based factors.

The Postal Service expects that the JLL representative will be respectful and professional in representing the Postal Service's interests and that you will work cooperatively with the JLL representative on the leasing transaction. We appreciate your cooperation in working with the Postal Service's Tenant Representative.

If you have any questions, please contact Tim Kastens, JLL Contract Executive at 202-719-5749 or at Tim.Kastens@am.jll.com.

Sincerely yours,

A handwritten signature in blue ink that reads "Donald L. Mackey". The signature is fluid and cursive, with a large, stylized loop at the end.

Donald L. Mackey
Director, Facilities Leasing (A)

April 22, 2024

COMMISSION AGREEMENT

This Agreement, made as of the last date written below, is between **CITY OF ARVADA** ("Lessor"), and **Jones Lang LaSalle Americas, Inc. ("Broker") as co-broker to Jones Lang LaSalle Americas, Inc. ("Agreement")**, and confirms the terms under which Lessor will pay a real estate brokerage commission to Broker for the lease ("Lease") between Lessor and the United States Postal Service ("Tenant") of that certain real property described as:

ARVADA MAIN OFFICE PARKING, 5886 AMMONS ST, ARVADA,
CO USPS Property ID 070414-002

1. Lessor will pay Broker, and Broker will accept as its full and only compensation for services rendered in connection with the Lease, an agreed upon rate that is in accordance with local business practices. The Lessor and Broker have agreed upon a commission equal to:

Annual Rent	Total Rent	Commission Rate	Amount Due
\$43,920.00	\$219,600.00	2%	\$4,392.00

2. The commission will be earned 100% upon full execution of the Lease and will be paid within sixty (60) days of execution without further condition or contingency.
3. The Aggregate Lease Value will include the initial rental to be paid by Tenant on all space leased by the Tenant and any fixed annual or other periodic bumps and/or fixed annual other periodic rent escalations occurring during the initial term of the Lease. The Aggregate Lease Value will not include any rental abatement, operating expenses and/or real estate taxes, any additional amounts paid by Tenant for services over and above those furnished by Lessor as part of the Lease, and option periods and/or lease terms beyond the initial term of the Lease. In no event shall the foregoing preclude Broker from receiving a commission for any ~~extension~~, renewal, expansion or additional leasing in the event Tenant has engaged Broker to represent it.
4. Lessor agrees that it will not modify or in any way reduce the amount of Broker's commission hereunder. If either party institutes any action or proceeding against the other relating to the provisions of this Agreement, the unsuccessful party in the action or proceeding will reimburse the prevailing party all reasonable expenses, attorneys' fees, and disbursements. THE PARTIES HEREBY WAIVE TRIAL BY JURY.
5. This Agreement will continue to be in effect until the first anniversary of its full execution. If on the first anniversary the Lessor and Tenant are still negotiating for the Lease of the subject property, to the extent not prohibited by law, this Agreement will be automatically extended until such negotiations cease or a lease is fully executed.
6. This Agreement constitutes the entire agreement between Lessor and Broker and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No amendment, alteration, or withdrawal of this Agreement will be valid or binding unless made in writing and signed by both Lessor and Broker. This Agreement will be binding upon the successors and assignees of the parties.
7. Lessor and Broker each represents and warrants to the other that, in connection with Tenant's Lease of the subject property, it has not employed ~~or dealt with~~ any broker, agent, or finder other than Broker. ~~Lessor and~~ Broker shall ~~each~~ indemnify and hold the ~~other~~ Lessor harmless from and against any claims for brokerage fees or other commissions asserted by any broker, agent or finder employed by Lessor or Broker, respectively, or with whom Lessor or Broker, respectively, has dealt.
8. Lessor and Broker agree not to disclose confidential financial information on commission, or any other information having an adverse effect on the agreement and will ~~refrain from using not use~~ the information for any other purpose than that for which it was furnished. ~~The parties agree that there may be a client fee share, if allowed by applicable law. Notwithstanding the preceding, Lessor is obligated to comply with the Colorado Open Records Act (C.R.S. §§24-72-200.1 et seq.) (CORA), which may require Lessor to disclose all or a portion of communications relating to the Agreement, any transaction under the Agreement, and other related matters. Broker has been advised to familiarize itself with CORA. Any confidentiality provisions in any contract documents are subject to the provisions of CORA.~~
9. Each party shall be responsible to the other party only for the reasonably foreseeable direct damages caused by its breach of this Agreement and in no event will either party be liable to the other for any loss of or damage to revenues, profits, or goodwill or other special, incidental, indirect, or consequential damage of any kind resulting from its performance or failure to perform pursuant to the terms of this Agreement. ~~In no event shall Broker's liability for damages in connection with a claim made hereunder, including any indemnification obligation arising hereunder, exceed the amount of any commission actually received by Broker under this Agreement.~~ No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, by Lessor of any of the immunities, rights, benefits, protections, or other provisions contained in Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S. (CGIA).
10. Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf of the party for whom it signs and that this Agreement binds such party.

COMMISSION AGREEMENT

BROKER:

Jones Lang LaSalle Americas, Inc.

By: _____

Name and Title

Dated: _____

LESSOR:

CITY OF ARVADA

By: _____

Lauren Simpson, Mayor

Name and Title

Dated: _____

ATTEST:

Arvada City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, Arvada City Attorney

By: _____



Ground Lease

ARVADA - MAIN OFFICE PARKING (070414-002)
5886 AMMONS ST, ARVADA, CO 80004-9998



Ground Lease

Facility Name/Location

ARVADA - MAIN OFFICE PARKING (070414-002)
5886 AMMONS ST, ARVADA, CO 80004-9998

County: Jefferson

Lease: Q90000786511

This Lease made and entered into by and between CITY OF ARVADA hereinafter called the Landlord, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Landlord hereby leases to the Postal Service and the Postal Service leases from the Landlord the following premises, hereinafter legally described in paragraph 7, in accordance with the terms and conditions described herein and contained in the 'General Conditions to USPS Ground Lease,' attached hereto and made a part hereof:

Employee/Postal Vehicle Parking

Total Site Area: 49,484.00 Sq. Ft.

2. RENTAL: The Postal Service will pay the Landlord an annual rental of: \$43,920.00 (Forty Three Thousand Nine Hundred Twenty and 00/100 Dollars) payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated.

Rent checks shall be payable to:

CITY OF ARVADA
ATTN: ACCOUNTS PAYABLE
8101 RALSTON RD
ARVADA, CO 80002-2400

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the following term:

FIXED TERM: The term becomes effective October 01, 2022 with an expiration date of September 30, 2027, for a total of 5 Years.

4. **RENEWAL OPTIONS:** The Lease may be renewed at the option of the Postal Service, for the following separate and consecutive terms and at the following annual rentals:

EFFECTIVE DATE	EXPIRATION DATE	PER ANNUM RENTAL
10/01/2027	09/30/2032	\$48,312.00

provided that notice is sent, in writing, to the Landlord at least 0 days before the end of the original lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

5. **TERMINATION:**
None, except as specified elsewhere in this Lease.

6. **OTHER PROVISIONS:** The following additional provisions, modifications, riders, layouts, and/or forms were agreed upon prior to execution and made a part hereof:
Mortgagee's Agreement.
See Attached Addendum
See Attached Exhibit A

7. **LEGAL DESCRIPTION:**
See Attached Addendum

Facility Name/Location

ARVADA - MAIN OFFICE PARKING (070414-002)
5886 AMMONS ST, ARVADA, CO 80004-9998

County: Jefferson

Lease: Q90000786511

7. **LEGAL DESCRIPTION:** A part of the Southwest 1/4 of Section 11, Township 3 South, Range 69 West, City of Arvada, County of Jefferson, State of Colorado, more particularly described as follows:

Beginning at the Southeast corner of the Northwest 1/4 of the Southwest 1/4, Section 11, thence north and along the east line of the Northwest 1/4 of the Southwest 1/4, 654.86 feet; Thence on a deflection angle to the left of 142 degrees, 08 minutes, 09 seconds, 34.71 feet to the true point of beginning; Thence on a deflection angle to the left of 37 degrees, 57 minutes, 30 seconds, 206.24 feet; Thence on a deflection angle to the right of 90 degrees, 24 minutes, 03 seconds, 275.13 feet; Thence on a deflection angle to the right of 91 degrees, 23 minutes, 35 seconds, 55.90 feet; Thence on a deflection angle to the right of 15 degrees, 45 minutes, 36 seconds, 62.77 feet; Thence on a deflection angle to the right of 19 degrees, 09 minutes, 58 seconds, 69.50 feet; Thence on a deflection angle to the right of 25 degrees, 47 minutes, 31.5 seconds, 45.46 feet; Thence on a deflection angle to the right of 23 degrees, 32 minutes, 52.5 seconds, 172.92 feet, to the true point of beginning, said parcel containing 1.136 acres, more or less.

8. Landlord shall be responsible for all maintenance that is necessary to keep the Premises in good and tenantable condition.

9. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments, or other records associated with this Lease is not an original but is an electronic signature, scanned signature or a digitally encrypted signature, then such electronic signature, scanned signature or digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory. Signatures required under this Lease, or any amendments, addendums, assignments, or other records associated therewith, may be transmitted by email or by fax and, once received by the party to whom such signatures were transmitted, shall be binding on the party transmitting its signatures as though they were an original signature of such party.

10. **SNOW.** Landlord is responsible for the timely (but in no event later than as required for owners of property in the local jurisdiction under local law) removal of snow and ice from the sidewalks and parking areas, and any other areas providing access to the Premises for use by the Postal Service's employees, contractors, or the public (including, but not limited to, stairs, handicap access ramps, carrier ramps, etc.). The cost of snow and ice removal services are a part of the Rent paid under the Lease.

11. **LANDSCAPING.** Landscaping for purposes of this Lease means an exterior area devoted to or developed and maintained with plantings, decorative outdoor landscape elements, sculptures, benches, water features, paved or decorated surfaces of rock, stone, brick, block or similar material (excluding sidewalks, driveways, parking, loading or storage areas).

Landlord shall be responsible for landscaping, including the cutting of the grass and trimming low shrubs at such times and in such manner as Arvada determines necessary in its sole discretion, and in compliance with Arvada City Code.



Addendum

Facility Name/Location
ARVADA - MAIN OFFICE PARKING (070414-002)
5886 AMMONS ST, ARVADA, CO 80004-9998

County: Jefferson
Lease: Q90000786511

12. NOTICES. Whenever a provision is made under this Lease for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and sent by (i) United States mail, certified, postage prepaid or (ii) by Priority Mail Express (overnight), in each instance to the addresses set forth below or at such address as either party may advise the other from time to time. Notices to the Postal Service shall also include the identification of the facility name and location in such notices. Notices given hereunder shall be deemed to have been given three (3) days after the date of certified mailing or the next business day after being sent by Priority Mail Express (regardless whether the addressee rejects, refuses to sign, or fails to pick up such delivery).

To Landlord at: CITY OF ARVADA
ATTN: MANAGER OF CITY FACILITIES
8101 RALSTON RD ARVADA, CO
80002-2400
With a copy to: ATTN: ARVADA CITY ATTORNEY, CITY OF ARVADA
8101 RALSTON RD, ARVADA, CO 80002-2400

To the Postal Service at: Contracting Officer
USPS Facilities Leasing West
PO Box 5527
Denver, CO 80217-5527
With a copy to: Postmaster/Installation Head
5885 ALLISON ST, ARVADA, CO 80004-9998

Anything in the foregoing to the contrary notwithstanding, in the case of multiple persons or entities comprising Landlord under this Lease or in the case of a person or entity acting as an agent of Landlord, notices to any one of such multiple persons or entities or notice to an agent of Landlord shall be deemed to be sufficient notice to Landlord.

13. General Conditions to USPS Ground Lease, Section 6. Sublease shall be deleted in its entirety and replaced with the following words: "The Postal Service shall not sublet all or any part of the premises or assign this lease without the prior written consent of Landlord. The Postal Service shall not be relieved from any obligation under this lease by reason of any subletting or assignment."

14. General Conditions to USPS Ground Lease, Section 9. Hazardous/Toxic Conditions Clause shall be amended to delete the following sentence: "The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause."

Facility Name/Location
ARVADA - MAIN OFFICE PARKING (070414-002)
5886 AMMONS ST, ARVADA, CO 80004-9998

County: Jefferson
Lease: Q90000786511

Exhibit A - Site Plan



- ☐ Parcel Number: 39-113-00-017
- ☐ USPS Exclusive-Use Parking



Ground Lease

EXECUTED BY LANDLORD this _____ day of _____, _____.

GOVERNMENTAL ENTITY

By executing this Lease, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: CITY OF ARVADA

Name + Title: Lauren Simpson, Mayor Name + Title: _____

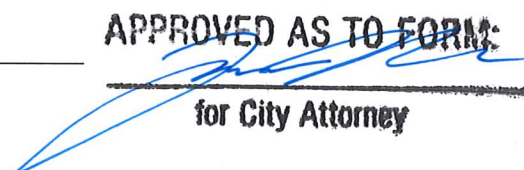
Name + Title: _____ Name + Title: _____

Landlord's Address: 8101 RALSTON RD
ARVADA, CO 80002-2400

Landlord's Telephone Number(s): _____

Federal Tax Identification No.: XX-XXX0633

Witness City Clerk _____ Witness _____

APPROVED AS TO FORM:

for City Attorney

- a. Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- b. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: _____

Terrence P Brennan
Contracting Officer Signature of Contracting Officer _____

Western FSO 7500 E 53RD PL RM 1108, DENVER, CO 80266-9918
Address of Contracting Officer



General Conditions to USPS Ground Lease

1. CHOICE OF LAW

This Lease shall be governed by federal law.

2. RECORDING

Not Required

3. MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the Landlord must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the Landlord must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

4. ASSIGNMENTS

a. The terms and provisions of this Lease and the conditions herein are binding on the Landlord and the Postal Service, and all heirs, executors, administrators, successors, and assigns.

b. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

1. the contracting officer; and
2. the surety or sureties upon any bond.

c. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that:

1. such transfer is subject to this Lease agreement;
2. both the original Landlord and the successor Landlord execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form to be provided by the USPS Contracting Officer.

5. APPLICABLE CODES AND ORDINANCES

The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the parcel on which the premises are situated and to obtain all necessary permits and related items at no cost to the Postal Service. When the Postal Service or one of its contractors (other than the Landlord) is performing work at the premises, the Postal Service will be responsible for obtaining all necessary and applicable permits, related items, and associated costs.

6. SUBLEASE

~~The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.~~ **See Addendum #13**

7. ALTERATIONS

The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property on which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service.

8. CLAIMS AND DISPUTES

a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").

b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a

claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the contracting officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

e. For Landlord claims of \$100,000 or less, the contracting officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the contracting officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

f. The contracting officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the contracting officer receives the claim (properly certified if required); or
2. the date payment otherwise would be due, if that date is later, until the date of payment.

i. Simple interest on claims will be paid at a rate determined in accordance with the Act.

j. The Landlord must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

9. HAZARDOUS/TOXIC CONDITIONS CLAUSE

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Landlord must identify and disclose the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACBM. The Landlord agrees to disclose any information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems in the building, to the Postal Service.

Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law are subsequently identified on the premises, the Landlord agrees to remove such materials or substances upon notification by the U. S. Postal Service at Landlord's sole cost and expense in accordance with EPA and/or State guidelines. If ACBM is subsequently found which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Landlord fails to remove any friable asbestos or hazardous/toxic materials or substances, or fails to complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Landlord by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

~~The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.~~

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

See Addendum #14

By execution of this Lease the Landlord certifies:

a. the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law;

b. there are no undisclosed underground storage tanks or associated piping, ACBM, radon, lead-based paint, or lead piping or solder in drinking water systems, on the property; and

c. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

10. FACILITIES NONDISCRIMINATION

a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.

b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

11. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at www.usps.com/publications.

Clause 1-1, Privacy Protection (July 2007)

Clause 1-5, *Gratuities or Gifts* (March 2006)

Clause 1-6, *Contingent Fees* (March 2006)

Clause 4-2, Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders (July 2009)

Clause 9-3, *Davis-Bacon Act* (March 2006)¹

Clause 9-7, *Equal Opportunity* (March 2006)²

Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2006)³

Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (March 2006)⁴

Clause B-25, *Advertising of Contract Awards* (March 2006)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

¹ For premises with net interior space in excess of 6,500 SF and involving construction work over \$2,000.

² For leases aggregating payments of \$10,000 or more.

³ For leases aggregating payments of \$10,000 or more.

⁴ For leases aggregating payments of \$25,000 or more.



Mortgagee's Agreement

(To be executed and attached to lease)

Facility Name/Location
ARVADA - MAIN OFFICE PARKING (070414-002)
5886 AMMONS ST, ARVADA, CO 80004-9998

County: Jefferson
Lease: Q90000786511

The undersigned, Holder(s) of a mortgage (or similar encumbrance, such as a Deed of Trust), in the sum of _____ on the property situated at: _____

hereby consent(s) to the leasing of said property to the U.S. Postal Service and agree(s) for itself, its successors, executors, administrators, and assigns that in the event it should become necessary to:

- a) foreclose said mortgage or similar encumbrance, the Mortgagee will cause the sale of said premises to be made subject to said lease; or,
- b) take any other action terminating the mortgage or transferring title, the Mortgagee will cause such action to be made subject to said lease.

MORTGAGEE

Name of Mortgage Company

Witness

By: _____
Signature of Mortgagee's Officer

Its: _____
Title of Mortgagee's Officer

Street Address

City, State and ZIP+4

Subscribed and Sworn to before me, a notary public, in and for _____ County, State of _____ this _____ day of _____, _____.

Notary Public

My commission expires _____

Facility Name: ARVADA-MAIN OFFICE PARKING
Fin/Sub No: 070414-002
Address: 5886 AMMONS ST
City, ST, ZIP: ARVADA, CO 80004-9998

Real Estate Conflict of Interest Certification

To avoid actual or apparent conflicts of interest, the United States Postal Service ("Postal Service") requires the following certification from you as a potential Landlord/Supplier/Contractor to the Postal Service. Please check all that apply in item A below. Further, please understand that the Postal Service will be relying on the accuracy of the statements made by you in this certification in determining whether to proceed with any possible transaction with you.

I, Lauren Simpson, Mayor hereby certify to the Postal Service as follows:
[PRINT: name of potential Landlord/Supplier/Contractor]

- A. (Check all that apply) I am:
- (i) ☐ A Postal Service employee;
 - (ii) ☐ The spouse of a Postal Service employee;
 - (iii) ☐ A family member of a Postal Service employee; (*Relationship*) _____
 - (iv) ☐ An individual residing in the same household as a Postal Service employee;
 - (v) ☐ I am one of the individuals listed in (i) through (iv) above AND a controlling shareholder or owner of a business organization leasing space or intending to lease space to the Postal Service; OR
 - (vi) ☒ None of the above.
- B. (Complete as applicable):
- i. I have the following job with the Postal Service (*Title*) _____
(*Location*) _____
 - ii. My Spouse who works for the Postal Service holds the following job:
(*Title*) _____ (*Location*) _____
 - iii. My family member who works for the Postal Service holds the following job:
(*Title*) _____ (*Location*) _____
 - iv. My household member who works for the Postal Service holds the following job: _____
(*Title*) _____ (*Location*) _____
- C. If you have checked "none of the above" and during the lease term or any renewal term, you do fall into any of the categories listed in A (i) through (v) above, you shall notify the Postal Service Contracting Officer in writing within 30 days of the date you fall into any of the such categories and shall include an explanation of which of the above categories now applies.
- D. The person signing this certification has full power of authority to bind the potential Landlord/Supplier/Contractor named above.

Executed this _____ day of _____, 20____ by

BY: _____
[Insert Signature]

BY: Lauren Simpson
[PRINT: name of entity or person]

Title: Mayor
[Insert title]



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.4.

TO: THE HONORABLE CITY COUNCIL

DATE: May 20, 2024

SUBJECT: R24-049, A Resolution Authorizing a Non-Exclusive Easement Agreement Between the City of Arvada and the City and County of Denver, Acting by and Through Its Board of Water Commissioners, for Denver Water's 2-Inch Rigid PVC Coated Conduit for Communication Cables and Appurtenances (Presenter: Mary Stahl, Utilities Engineering Manager)

Report in Brief

Following the installation of their new 66-inch conduit, Denver Water installed a new communications box and pedestal adjacent to their existing easement. The work was completed in 2020. Denver Water worked with the City of Arvada to attain a non-exclusive easement agreement for this new infrastructure to give Denver Water the ability to maintain it.

Financial Impact

There is no financial impact of the easement.

Background

In preparation for the work at the North Water Treatment Plant Site, Denver Water installed a new 66-inch water conduit that crosses City of Arvada Utility property north of the Ralston Water Treatment Plant. Following the installation of their new 66-inch conduit, Denver Water installed a new communications box and pedestal adjacent to their existing easement. Denver Water is requesting an easement to access the communication and pedestal. The work was completed in 2020.

Discussion

Denver Water has been performing work in preparation for their new North Water Treatment Plant, including installing new water conduits, and replacing aging buried infrastructure.

In order to ensure communications with their new infrastructure, Denver Water installed a new communications tower. Denver Water is requesting an easement to access the new communications tower for operations and maintenance.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

Not applicable.

Strategic Alignment

Not applicable

Alternative Courses of Action

Not applicable.

SUBJECT: R24-049, A Resolution Authorizing a Non-Exclusive Easement Agreement Between the City of Arvada and the City and County of Denver, Acting by and Through Its Board of Water Commissioners, for Denver Water's 2-Inch Rigid PVC Coated Conduit for Communication Cables and Appurtenances (Presenter: Mary Stahl, Utilities Engineering Manager)

PAGE: 2
ITEM: 8.B.4.

Recommendation for Action

The Arvada team recommends that the City Council approve R24-049, A Resolution Authorizing a Non-Exclusive Easement Agreement Between the City of Arvada and the City and County of Denver, Acting by and Through Its Board of Water Commissioners, for Denver Water's 2-Inch Rigid PVC Coated Conduit for Communication Cables and Appurtenances.

Suggested Motion:

I move that R24-049, A Resolution Authorizing a Non-Exclusive Easement Agreement Between the City of Arvada and the City and County of Denver, Acting by and Through Its Board of Water Commissioners, for Denver Water's 2-Inch Rigid PVC Coated Conduit for Communication Cables and Appurtenances, be (approved) (rejected).

Prepared by:

Kevin Luy, Records Management Coordinator

Reviewed by:

Approved by:

Mary Stahl, Senior Civil Engineer	3/11/2024
Bethany Yaffe, Civil Engineer	4/30/2024
Chris Lisberg, Assistant City Engineer	4/30/2024
Jacqueline Rhoades, Public Works Director	5/1/2024
Bryan Archer, Director of Finance	5/1/2024
Tammy Hedlund, Legal Specialist	5/1/2024
Jessica Morales, Assistant City Attorney	5/2/2024
Rachel Morris, City Attorney	5/3/2024
Don Wick, Deputy City Manager	5/3/2024
Lorie Gillis, City Manager	5/6/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-049

A RESOLUTION AUTHORIZING A NON-EXCLUSIVE EASEMENT AGREEMENT
BETWEEN THE CITY OF ARVADA AND THE CITY AND COUNTY OF DENVER,
ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS, FOR DENVER
WATER'S 2-INCH RIGID PVC COATED CONDUIT FOR COMMUNICATION CABLES
AND APPURTENANCES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, a Non-Exclusive Easement Agreement Between the City of Arvada and the City and County of Denver, Acting by and Through Its Board of Water Commissioners, for Denver Water's 2-Inch Rigid PVC Coated Conduit for Communication Cables and Appurtenances.

Section 2. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 20th day of May, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney:

BY: _____

AGREEMENT DATE: _____
(TO BE COMPLETED BY DENVER WATER - PROPERTY MANAGEMENT)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made between the **CITY OF ARVADA**, a municipal corporation of the State of Colorado, hereinafter called "**Grantor**," and the **CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS**, a municipal corporation of the State of Colorado, hereinafter called "**Board**" or "**Grantee**."

WITNESSETH:

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to the Grantor in hand paid by the Board, the receipt whereof is hereby acknowledged, the Grantor hereby grants to the Board, its successors and assigns, the non-exclusive and permanent right to enter, re-enter, occupy and use the described property to construct, maintain, repair, replace, remove, enlarge and operate a 2-inch Rigid PVC coated Conduit for communication cables and all underground and surface appurtenances thereto, including electric or other related control systems, and surface appurtenances. By way of example and not by way of limitation, the parties intend to include within the terms "Conduit" and "appurtenances" the following: cables, electric lines, manholes, control systems, and the like, in, through, over and across the following described parcel of land situate, lying and being in the County of Jefferson and State of Colorado, to-wit:

(For Legal Description, please see Exhibit "A," attached hereto and made a part hereof.)

IT IS HEREBY MUTUALLY covenanted and agreed by and between the parties hereto as follows:

1. The Board shall have and exercise the right of ingress and egress in, to, over, through and across the above described property for any purpose needful for the full enjoyment of any right of use provided for herein.
2. The Grantor shall not construct or place any structure or plant any tree on any part of the above described easement that would unduly burden the Board's full use and enjoyment of the easement herein granted.
3. The easement granted herein is provided in its "as is" "where is" condition without representation or guarantee by Grantor of its suitability for any purpose of the Board, including, without limitation, any condition of environmental contamination. Grantor agrees, upon request of the Board, to make available any environmental reports concerning the easement area in Grantor's possession for examination by the Board.

4. The Board shall require its contractors to obtain and maintain the occurrence form of Commercial General Liability insurance for personal injury and property damage, including contractual liability insurance, with combined limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Upon Grantor's request, the Board will request its contractors to provide the Grantor with certificate(s) of insurance evidencing coverage required under this paragraph.

5. Fencing existing at the time of this Agreement which is disturbed or destroyed by the Board or its agents in constructing its facilities shall be replaced by the Board to its original condition as nearly as reasonable; however, the Grantor shall not construct new fencing across or within the easement.

6. The Board shall have and exercise the right of subjacent and lateral support within the easement necessary or desirable for the full, complete and unmolested enjoyment of the rights described herein. It is specifically agreed between the parties that the Grantor shall take no action which would materially impair the earth cover over, or the lateral or subjacent support for, the Board's Conduit and appurtenances within the easement.

7. The Board shall observe all local and State rules, ordinances or regulations concerning the movement, containment, or prevention of soil erosion in performing any work in, on, over, across, or through the easement. After construction of the Conduit and any appurtenances, the general surface of the ground, except as necessarily modified to accommodate these facilities, shall be restored, as nearly as reasonable, to the grade and condition immediately prior to construction. Topsoil shall be replaced in cultivated and agricultural areas, and any excess earth resulting from installations by the Board shall be removed from the easement at the sole expense of the Board. The Board agrees that for a period of one year following construction which involves disturbance of the surface of the ground, the Board will maintain the surface elevation and quality of the soil by correcting any settling or subsiding that may occur as a result of the work done by the Board.

8. The Grantor has retained the right to the undisturbed use and occupancy of the subject property insofar as such use and occupancy is consistent with and does not materially impair any grant herein contained and except as herein otherwise provided.

9. In the event a question arises regarding the legal description in Exhibit A, then the Grantor and the Board shall amend Exhibit A as reasonably necessary to fulfill the purposes of this grant.

10. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties.

11. For the resolution of any dispute arising from this Agreement, venue shall be in the courts of the County of Jefferson, State of Colorado.

THIS EASEMENT AGREEMENT shall become effective on the date it is signed by the Board's Director of Engineering- Property.

SIGNATURES ON THE NEXT PAGE

CITY OF ARVADA,
a municipal corporation of the State of
Colorado

ATTEST:

City Clerk

Lauren Simpson, Mayor

APPROVED AS TO FORM:

Rachel A. Morris, Acting City Attorney

CITY AND COUNTY OF DENVER,
acting by and through its BOARD OF
WATER COMMISSIONERS, a
municipal corporation

APPROVED AS TO FORM:

Blacondria
Office of General Counsel

By: A. Heidema
Amy Heidema
Director of Engineering- Property

Date: 3-Apr 2024

STATE OF Colorado)
COUNTY OF Denver)ss

The foregoing instrument was acknowledged before me this day 3rd of April, 2024
by Amy Heidema as Director of Engineering-Property.

Witness my hand and official seal.

{S E A L}

My commission expires: Dec. 9, 2026

Notary Public

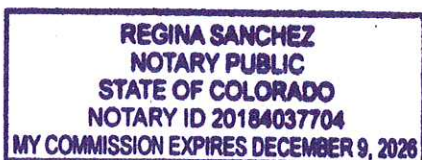


EXHIBIT "A"
Legal Description

AN EASEMENT 10.00 FEET IN WIDTH OVER AND ACROSS A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 3, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, JEFFERSON COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 3 FROM WHICH THE CENTER-WEST SIXTEENTH CORNER BEARS S89°58'21"E, A DISTANCE OF 1329.94 FEET, SAID LINE BEING THE BASIS OF BEARING FOR THIS DESCRIPTION;

THENCE S67°50'10"E A DISTANCE OF 3220.00 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF DENVER WATER'S EASEMENT FOR CONDUIT NO 16 & NO 22 RECORDED IN JEFFERSON COUNTY AT RECEPTION NO 93067846, ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY BOUNDARY ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF S00°24'26"E, A RADIUS OF 1407.47 FEET, AND AN ARC LENGTH OF 10.00 FEET, (THE CHORD OF WHICH BEARS S53°56'54"E A DISTANCE OF 10.00 FEET).

THENCE S36°03'06"W, A DISTANCE OF 64.00 FEET;

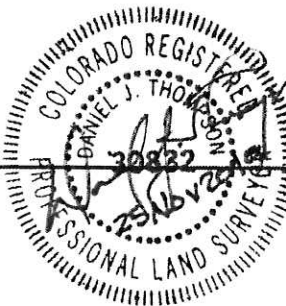
THENCE N53°56'54"W, A DISTANCE OF 10 FEET;

THENCE N36°03'06"E, A DISTANCE OF 64.00 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 640 SQUARE FEET OR 0.015 ACRES, MORE OR LESS.

Shares:\Projects\15974\dwg\PMgt\15974-69_PMG Legal Description

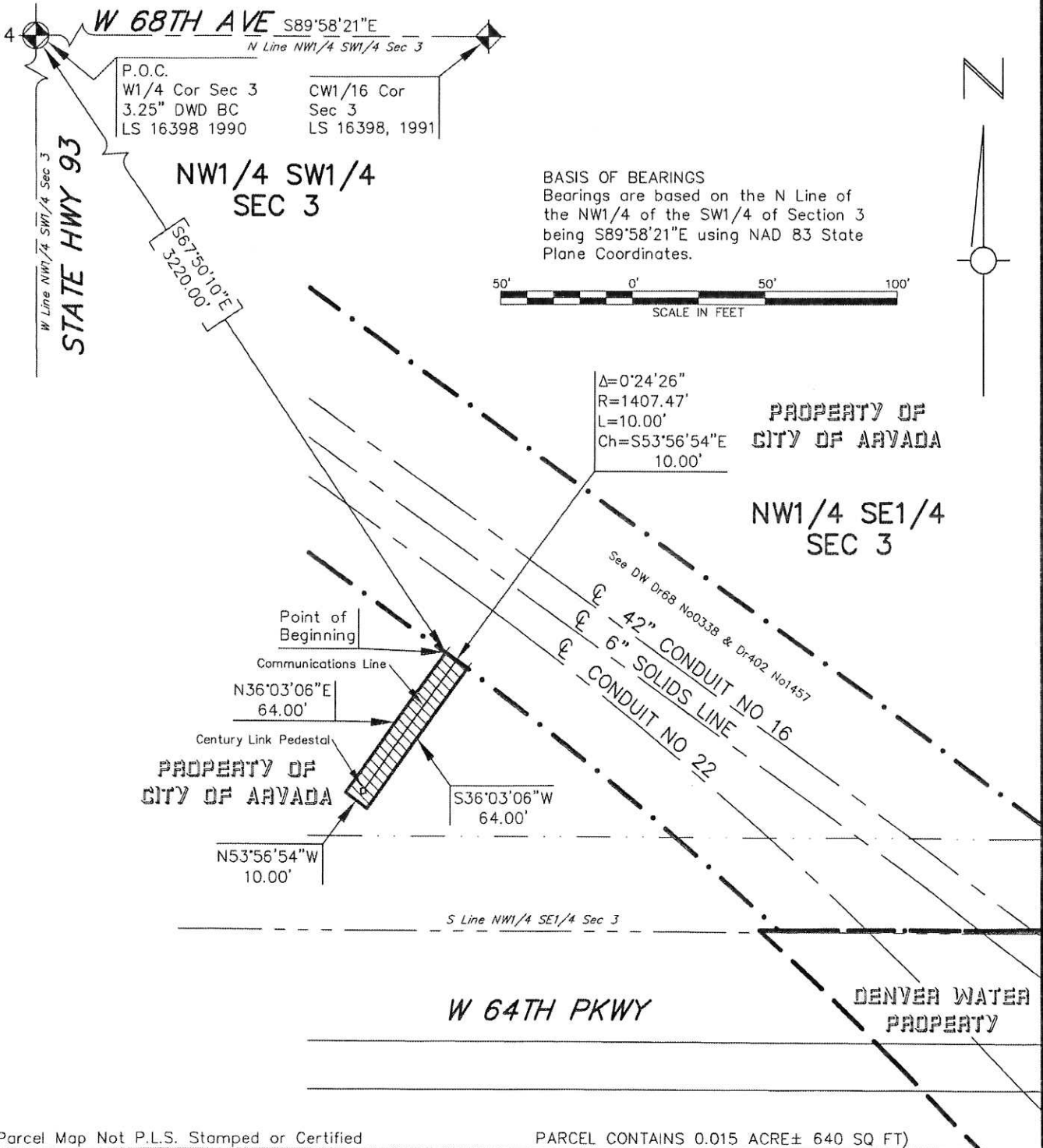
Daniel J. Thompson, PLS
Newly Created Legal Description
(§ 38-35-106.5, C.R.S.)



Denver Water
1600 West 12th Avenue
Denver, Colorado 80204

SE 1/4 SECTION 3, TOWNSHIP 3 SOUTH, RANGE 70 WEST 6th PM

----- JEFFERSON COUNTY -----



Parcel Map Not P.L.S. Stamped or Certified

PARCEL CONTAINS 0.015 ACRE± 640 SQ FT)

<u>LEGEND</u>		DOCUMENT DATED: SEC'Y FILE DOC.		CONDUITS NO 16&22		 DENVER WATER 1600 West 12th Ave Denver, Colorado 80204-3412 T: 303.628.6000 F: 303.628.6851 denverwater.org
	EASEMENT ACQUIRED	RIMS ITEM NO.		EASEMENT FOR COMMUNICATIONS LINE ACQUIRED FROM CITY OF ARVADA		
	BNDRY EXISTING DW ESMT	CARD NO.				
	BNDRY EXISTING DW PROP	DRN. LAB	PM. LAB			
		APPD. 		DATE: NOVEMBER 21, 2019		SCALE: 1" = 50'
		SHEET 1 OF 1 SHEET				CAD 15974-69_PMGT



REPORT FROM CITY COUNCIL

AGENDA ITEM
12.A.

DATE: May 20, 2024

SUBJECT: Council Committee Reports

Report in Brief

City Council members are appointed to various committees and boards as set out on the attached listing. As meetings are held, individual council members will report back to the full City Council any relevant discussions and issues that occurred.

Prepared by:
Chris Koch, CCO Admin

Lauren Simpson	Arvada City Attorney Committee Arvada Municipal Court/Judicial Committee Arvada Urban Renewal Authority Arvada Visitors Center Committee *Metro Mayors' Caucus Urban Drainage and Flood Control District West Connect Coalition E-470 Authority (Alternate) Olde Town Business Improvement (BID) (Alternate)
Shawna Ambrose	Adams County Regional Economic Partnership (ACREP) Arvada Audit Committee Bond Oversight Committee Jefferson County R-1 Schools Coordinating Committee Arvada Visitors Center Committee (Alternate)
Sharon Davis	Apex Coordinating Committee Arvada Municipal Court/Judicial Committee Arvada Parks Advisory Committee CML Policy Committee Jefferson Economic Development Council (JDEC) Denver Regional Council of Governments (DRCOG) (Alternate) E-470 Authority (Alternate) Jeffco Transportation Action & Advisory Group (JEFFTAAG) (Alternate) Jefferson County Community Corrections Board and West Connect Coalition (Alternate)

Lisa Feret	Arvada Chamber of Commerce Government Affairs Committee Arvada Fire Protection District Coordinating Committee Denver Regional Council of Governments (DRCOG) Housing Advisory Committee Jeffco Transportation Action & Advisory Group (JEFFTAAG) Jefferson County Community Corrections Board Smart City Advisory Committee Adams County Regional Economic Partnership (ACREP) (Alternate)
Bob Fifer	Apex Coordinating Committee Arvada City Attorney Committee Arvada Fire Protection District Coordinating Committee Arvada Transportation Committee Jefferson County R-1 Schools Coordinating Committee Jefferson Parkway Public Highway Authority Smart City Advisory Committee Northwest Parkway Authority (Alternate)
John Marriott	Arvada Economic Development Association Board Bond Oversight Committee Olde Town Business Improvement (BID) Rocky Mountain Metropolitan Airport Community Noise Roundtable
Randy Moorman	Arvada Audit Committee Arvada Center for the Arts and Humanities Arvada Sustainability Committee CML Policy Committee Jefferson Parkway Public Highway Authority The Rocky Flats Stewardship Council Northwest Parkway Authority (Alternate)

*asterisked committees are not appointed by Council



REPORT TO CITY COUNCIL

AGENDA ITEM
13.A.

TO: THE HONORABLE CITY COUNCIL

DATE: May 20, 2024

SUBJECT: Review of Future Workshops and Presentations

Report in Brief

The City Manager's Office maintains a list of upcoming workshops and presentations to be scheduled for City Council meetings. During City Manager Reports, at the end of City Council business meetings, City Manager, Lorie Gillis, will review with City Council the tentative schedule and make any adjustments necessary.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Rachel Morris, City Attorney 4/30/2024

Lorie Gillis, City Manager 5/6/2024

Enclosure, exhibits & attachments required to support the report

2024 CITY COUNCIL WORKSHOPS, STUDY SESSIONS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
Quarterly Bond Projects Update The Public Works engineering team will provide the City Council with an update on the bond projects for streets and utilities.	Jun 10	PW
10-Year Model Update @Business Meeting	June 17	Finance
CIP Update @Business Meeting	June 17	Finance
Homelessness Strategic Planning This workshop will update the Council regarding the City's efforts at developing phase II of the strategic plan for addressing the unhoused issues. The City team and our consultant, Scott Shields, will present our recommendations for Phase II and receive council feedback on the plan.	July 8	CMO
Stormwater Regulatory Update	July 8	Utilities
Water, Wastewater & Stormwater 2025 Rates/Fees	July 22	Utilities
CDOT 101 Team members from CDOT will present basic information to the Council about how CDOT operates and how the City can best work with CDOT.	Aug 12	
Water, Wastewater & Stormwater 2025 Rates/Fees	Aug 26	Utilities
Quarterly Bond Projects Updates The Public Works engineering team will provide the City Council with an update on the bond projects for streets and utilities.	Sept 23	PW
Budget Workshop - Work System Update	Sept 23	Finance
Final Water, Wastewater & Stormwater 2025 Rates/Fees	Sept 23	Utilities
Pay Plan/Additional Work System (if needed)	Oct 14	
Transportation System Plan The traffic team will present the outcomes of the Transportation System plan, including future development opportunities, transportation funding and financial strategies, and a capital improvement plan.	Oct 14	PW
Updated ADA Transition Plan The draft plan will be updated in a comprehensive document that outlines strategies and actions to ensure accessibility for individuals with disabilities, addressing areas of improvement and accommodating their needs.	Oct 28	PW
	Nov 11	
	Dec 9	
PRESENTATIONS		
STUDY SESSIONS		
City of Arvada Greenhouse Gas Inventory@4 p.m.	July 22	VCN
BID and Chamber funding	TBD	
WORKSHOP TBD's		
CDOT 101 CDOT will present "CDOT 101" to the Council. CDOT 101 is designed to provide a basic overview of CDOT, its responsibilities, and how CDOT works with local agencies.	TBD	
Pavement Management The Pavement Management Team will provide an update on 2023 and looking ahead to 2024 pavement projects.	TBD	PW
Right of Way Acquisition	TBD	CED
Water Infrastructure for Fire Protection	TBD	Utilities

Smart Meters Update	TBD	Utilities
Capital Campaign Update and Strategy Discussion	TBD	CMO/Fin
Community Engagement	TBD	CMO
Fleet Electrification	TBD	Utilities
Pre-Sentencing/One Small Step	TBD	Courts
Meyers Pool Provide City Council an update on the VCN's SR3: By 12/2025 develop a maintenance and reinvestment plan to ensure a sustainable, resilient and beautiful community of parks, trails, open space and medians in alignment with our diverse, changing and growing community and VCN's SR3 Milestone [M3H] By 7/2024 replace Meyer's Pool with a new 50 meter natatorium.	TBD	CMO
Financial Scenarios for Street Maintenance Deficit/Options for Increasing Maintenance Funds Engage City Council in a discussion around the current street maintenance needs and how the City might fund them. This will include revenue enhancements, future allocations and expenditure realignments.	TBD	PW/Fin/ CMO
Fiber Master Plan The Fiber Master Plan which is also called Arvada Fiber Optic Network (AFON), was first presented to City Council 4/10/2017. City Councils had set a strategic goal to build a fiber network to enable high speed/real-time connectivity to city facilities and assets in order to enhance city operations. This workshop is intended to brief City Council as to the progress of the AFON build out. Updates are intended to cover conduit installation progress, fiber installation progress, current co-locate opportunities, IGA member updates, and connections to current assets (city buildings, traffic, signals, utilities, radio, etc.).	TBD	PW
Problem Properties	TBD	P.D.
Activation of Historical Assets	TBD	VCN
Customer Service Philosophy	TBD	CMO
Ask Arvada Update	TBD	CMO
COUNCIL JOINT MEETINGS/DINNERS:		
Denver Water Board Apex Board AURA Board Arvada Center Board–Per Coop Agreement - Annually after October 1 of each year Jefferson Parkway Meeting with Jeffco and Broomfield Council Annual Retreat		