



Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Meeting Notice and Agenda Town Council

Mayor Jerry Bien-Willner
Vice Mayor Anna Thomasson
Council Member Ellen Andeen
Council Member Paul Dembow
Council Member Scott Moore
Council Member Julie Pace
Council Member Mark Stanton

Thursday, September 8, 2022

3:00 PM

Council Chambers

1. CALL TO ORDER / ROLL CALL

Notice is hereby given that members of the Town Council will attend either in person or by electronic conference system, pursuant to A.R.S. §38-431(4).

2. EXECUTIVE SESSION

22-258

Discussion and consultation with the Town Attorney for legal advice regarding Casa Blanca Estates Subdivision wall as authorized by A.R.S. §38-431.03(A)(3).

22-259

The Town Council may go into executive session at one or more times during the meeting as needed to confer with the Town Attorney for legal advice regarding any of the items listed on the agenda as authorized by A.R.S. §38-431.03(A)(3).

3. STUDY SESSION ITEMS - APPROXIMATE START TIME 3:20 PM

The Study Session is open to the public for viewing, and the following items are scheduled for discussion among the Council, Staff, and their designees. The Town Council will be briefed by staff and other Town representatives. There will be no votes and no final action taken on discussion items. The Council may give direction to staff and request that items be scheduled for consideration and final action at a later date. The order of discussion items and the estimated time scheduled to hear each item are subject to change.

22-257**Discussion of Statement of Direction Andaz Resort Intermediate
Special Use Permit Amendment
6160 N Scottsdale Rd & 6041 N Quail Run Rd
45 Minutes**

Staff Contact: George Burton, Senior Planner, 480-348-3525

Attachments: [Staff Report](#)
[Applications](#)
[Vicinity Map & Aerial Photo](#)
[Narrative & Plans](#)
[Attachment A – Comparison & Consideration Points](#)
[Attachment B – Draft Statement of Direction \(SOD\)](#)
[Noise Impact Study](#)
[Trip Generation Comparison](#)
[Water System Analysis Report](#)
[Sewer System Analysis Report](#)
[Conceptual Drainage Design Memo](#)
[Power Point Presentation](#)
[Summary of Andaz Preliminary Meeting with Neighbors](#)

22-263**Discussion and Direction to Staff and Planning Commission for
Town Facilitated Cell Coverage Applications to Close the Gaps in
Cell Coverage
45 Minutes**

Staff Contact: Paul Michaud, 480-348-3574

Attachments: [A. Staff Report](#)
[B. Presentation](#)

22-273**Discussion and Possible Direction to Staff Regarding the
Substance of Ordinance 2022-06, Amending certain Provisions of
Chapter 10 of the Town Code, to Incorporate Recent Changes in
Legislation
45 Minutes**

Staff Contact: Andrew McGuire, 602-257-7664

Attachments: [A. Staff Report - Ord 2022-06 \(STR 1487 fix\)](#)
[B. CODE - PV Town Code Articles 4-1 and 10-14 - STR \(018\)\(GR 9.2](#)
[C. WSComparison_4545647v1_CODE - PV Town Code Article 10-14 \(v. 1\)\(7.2!](#)
[D. Presentation on Code Changes 9.2.22](#)

[22-269](#)

Discussion Regarding Areas Around Entry Monuments including
the vacant Town Owned Parcel at Doubletree and Scottsdale
Roads

20 Minutes

Staff Contact:

Lisa Collins, 480-348-3522

Attachments:

[A. Staff Report](#)

[B. Presentation](#)

4. BREAK

5. RECONVENE FOR REGULAR MEETING 6:00 PM**6. ROLL CALL****7. PLEDGE OF ALLEGIANCE*****8. PRESENTATIONS*****22-270 Proclaim September 2022 as Ovarian Cancer Awareness Month**

Recommendation: Proclaim September 2022 as Ovarian Cancer Awareness Month

Staff Contact: Jill Keimach, 480-348-3690

Attachments: [A. Staff Report - Ovarian Cancer](#)
[B. Proclamation Annual Ovarian Cancer Month](#)

9. CALL TO THE PUBLIC

Citizens may address the Council on any matter not on the agenda or any item on the Study Session (Section 3 on the agenda). In conformance with Open Meeting Laws, Council may not discuss or take action on this matter at this Council meeting, but may respond to criticism, ask that staff review a matter raised, or ask that it be placed on a future agenda. Those making comments shall limit their remarks to three (3) minutes. Please fill out a Speaker Request form prior to addressing the Council.

10. CONSENT AGENDA

All items on the Consent Agenda are considered by the Town Council to be routine and will be enacted by a single motion. There will be no separate discussion of these items. If a member of the Council or public desires discussion on any item it will be removed from the Consent Agenda and considered separately. Please fill out a Speaker Request form prior to the start of the meeting and indicate which item you would like to address.

22-260 Minutes of Town Council Meeting June 9, 2022

Attachments: [Town Council Minutes June 9 2022 v2](#)

22-261 Minutes of Town Council Special Meeting August 16, 2022

Attachments: [Town Council Minutes August 16 2022](#)

22-243**Discussion and Possible Action to Approve an Agreement with Motorola Solutions, Inc Authorizing the Purchase of Police Radios**

Recommendation: Authorize the Town Manager to execute an agreement with Motorola Solutions, Inc for the purchase of 11 police vehicle radios and 19 portable radios in the amount of \$215,774.48.

Staff Contact: Freeman Carney, 480 948-7410

Attachments: [A. Staff Report](#)
[B. Motorola Project outline](#)
[C. Motorola Quote 19 portable radios.pdf](#)
[D. Motorola Quote 11 mobile radios.pdf](#)
[E. PROCUREMENT FORM Portable and Mobile Units FCFCPFLD.signed](#)
[F. CON-23-017-POL Motorola Linking Agreement](#)

22-250**Discussion and Possible Action to Accept Two Governor's Office of Highway Safety (GOHS) Grants**

Recommendation: Authorize the Town Manager to accept two Governor's Office of Highway Safety grants in the amount of \$10,000 each.

Staff Contact: Chief Peter Wingert, 480 948-7410

Attachments: [Staff Report](#)
[FFY2023 GOHS Award Letter](#)

11. PUBLIC HEARINGS

The Town Council may hear public comments and take action on any of these items. Citizens may address the Council regarding any or all of these items. Those making comments are limited to three (3) minutes. Speakers may not yield their time to others. Please fill out a Speaker Request form prior to the start of the meeting and indicate which item you would like to address.

12. ACTION ITEMS

The Town Council May Take Action on This Item. Citizens may address the Council regarding any or all of these items. Those making comments are limited to three (3) minutes. Speakers may not yield their time to others. Please fill out a Speaker Request form prior to the start of the meeting and indicate which item you would like to address.

22-271**Discussion and Possible Action to Authorize Staff to Conduct a Fee Study and Post a Notice of Intent to Assess a New Fee Related to Short-Term Rental Permits**

Recommendation: Direct staff to conduct a fee study related to issuance of short-term rental permits; advertise the proposed fee on the Town's website for 60-days; and schedule a public hearing for Council consideration to implement the fee.

Staff Contact: Andrew McGuire, 602-257-7664

Attachments: [Staff Report - Short Term Rental Fee Study](#)

13. FUTURE AGENDA ITEMS

The Town Council May Take Action on This Item. The Mayor or Town Manager will present the long range meeting agenda schedule and announce major topics for the following meeting. Any member of the Council may move to have the Town Manager add a new agenda item to a future agenda. Upon concurrence of three more Members, which may include the Mayor, the item shall be added to the list of future agenda items and scheduled by the Town Manager as a future agenda item within 60 days.

22-262**Consideration of Requests for Future Agenda Items**

Recommendation: Review the current list of pending agenda topics.

Staff Contact: Jill B. Keimach, Town Manager, 480-348-3690

Attachments: [AGENDA TOPICS 09 02 22](#)

14. MAYOR / COUNCIL / MANAGER COMMENTS

The Mayor, Council or Town Manager may provide a summary of current events. In conformance with Open Meeting Laws, Council may not have discussion or take action at this Council meeting on any matter discussed during the summary.

15. ADJOURN

AGENDA IS SUBJECT TO CHANGE

**Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the Town Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the Town Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the Town will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.*

The Town of Paradise Valley endeavors to make all public meetings accessible to persons with disabilities. With 72 hours advance notice, special assistance can also be provided for disabled persons at public meetings. Please call 480-948-7411 (voice) or 480-483-1811 (TDD) to request accommodation to participate in the Town Council meeting.



Action Report

File #: 22-258

Discussion and consultation with the Town Attorney for legal advice regarding Casa Blanca Estates Subdivision wall as authorized by A.R.S. §38-431.03(A)(3).



Action Report

File #: 22-259

The Town Council may go into executive session at one or more times during the meeting as needed to confer with the Town Attorney for legal advice regarding any of the items listed on the agenda as authorized by A.R.S. §38-431.03(A)(3).



Action Report

File #: 22-257

AGENDA TITLE:

**Discussion of Statement of Direction
Andaz Resort Intermediate Special Use Permit Amendment
6160 N Scottsdale Rd & 6041 N Quail Run Rd**

STAFF CONTACT:

TOWN *Of* **PARADISE VALLEY**



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill Keimach, Town Manager
Lisa Collins, Community Development
Director Paul Michaud, Planning Manager
George Burton, Senior Planner

DATE: September 8, 2022

AGENDA TITLE:

**Discussion of Statement of Direction
Andaz Resort Intermediate Special Use Permit Amendment
6160 N Scottsdale Rd & 6041 N Quail Run Rd**

SUMMARY STATEMENT:

Request

The applicant, PV Hotel Venture SPE LLC, requests Statement of Direction for an Intermediate Special Use Permit Amendment (SUP-22-01), a Rezoning (M-22-01), and a Non-Administrative Land Modification/Lot Combination (LLA-22-03) to incorporate and develop a vacant 5-acre residential property (6041 N Quail Run Rd/Maricopa County Assessor Parcel Number 174-65-004C) into the Andaz Resort (6160 N Scottsdale Rd/Maricopa County Assessor Parcel Number 174-65-071). Proposed development on the 5-acre site are 10 luxury one-story guest units (2,853 square feet to 5,410 square feet under roof) with private pools, a new one-story service building, and new perimeter walls.

Location

Andaz Resort is located east of Quail Run Rd, north of McDonald Dr, and west of Scottsdale Rd. Quail Run Rd is a Local Street, McDonald Dr is a Minor Arterial Street, and Scottsdale Rd is a Major Arterial Street. The resort is approximately 22 acres in size and is accessible from Scottsdale Rd. 6041 N Quail Run Rd is located north of McDonald Dr and east of Quail Run Rd.

History/Background:

PV Hotel Venture SPE LLC owns the Andaz Resort property and 6041 N Quail Run Rd. 6041 N Quail Run Rd is a residential lot, zoned R-43, has a General Plan designation of Resort/Country Club, and is located at the southwest corner of the resort property.



STAFF REPORT

Andaz Resort is zoned SUP- Resort and has a General Plan designation as Resort/Country Club.

The original Special Use Permit (SUP) for the resort was issued on July 10, 1975 and has been amended several times. In 2014, Ordinance 673 was issued approving a Major SUP Amendment to renovate the existing resort with the building area and keys as shown in the Project Data table below. A Major General Plan Amendment was also processed in conjunction with the 2014 SUP Amendment that changed the land use designation on 6041 N Quail Run Rd from Low Density Residential to Resort/Country Club (via Resolution No. 1267). However, the original scope of the project changed and the proposed development for 6041 N Quail Run was removed from 2014 SUP Amendment. The last amendments were in 2015. These included a Managerial SUP Amendment for modifications and site improvements (e.g. relocation of the spa/fitness building, replacement of a permanent tent with an enclosed structure, and relocation of existing parking area) and a Minor SUP Amendment for resort lighting and signage.

Project Data

	SUP Guidelines	Existing	Proposed
Lot Size	Minimum 20 Acres	964,042 S.F. (22.13 Acres)	1,183,069 S.F. (27.16 Acres)
Building Area	60% all impervious area 709,841 S.F.	138,466 S.F. (141,000 S.F. Approved)	173,275 S.F.
Keys	295 (1 per 4,000 S.F.)	185 (201 Approved)	195
Lot Coverage	25%	14.36%	14.65%

Scope of Request:

The scope of the request is an Intermediate SUP amendment to incorporate and develop 6041 N Quail Run Rd into the resort. The request is an Intermediate SUP amendment since it meets the three criteria outlined in Section 1102.7.C of the Zoning Ordinance (which will be vetted through the Planning Commission/Town Council public meeting process) in that the improvements do not: (1) change or add uses otherwise allowed on a resort property, (2) increase the floor area more than 40% (the request is an increase of 25% or 34,809 square feet), and is not expected to have a significant material effect that cannot be sufficiently mitigated.

Below is a summary of the proposed site improvements (which are further outlined in the enclosed Andaz Resort Comparison and Consideration Points – Attachment A).



STAFF REPORT

- *Guest Units.* In response to the increasing demand for larger units and increased lengths of stay, the applicant is proposing to place 10 luxury/villa style one-story (12' to 14' tall) guest units with carports on this parcel. These units range in size from 2,853 square feet (four 2-bedroom units), 3,278 square feet (five 3-bedroom units), and 5,410 square feet (one 4-bedroom unit). The units will be part of and managed by the resort. The new guest units will not have lock-offs.

The guest units will be setback a minimum of 100' from the south property line and a minimum setback of 40' from the post dedication property line adjoining Quail Run Rd. The 40' setback requirement from post dedication property line is less than the 100' setback recommended by the SUP Guidelines but is compliant with the primary residence rear yard setback for the R-43 zoning district.

- *Private Pools.* Each guest unit will have a private pool. The pools have a minimum setback of 20' from the west property line (post dedication) and a minimum setback of 70' from the south property line. The SUP Guidelines do not identify recommended setbacks for private pools; however, these pools are compliant with the minimum rear and side yard setback requirements for the R-43 zoning district. Each guest unit and pool will be enclosed with a 6' tall fence wall for privacy and pool barrier requirements.
- *Parking & Circulation.* Each guest unit will have separate parking that is compliant with the SUP Guideline requirement of 1.2 spaces and will only be accessible from the existing resort (Scottsdale Rd) with no access to or from Quail Run Rd.
- *Service Building.* A new one-story (12' tall) service building matching the architectural style of the resort buildings will be located on the east side of the subject site and will be used to service the event lawn and new guest units. This building consists of a storage area, men and women's restroom, and a bar.
- *Fence Walls.* An 8' tall masonry wall with a stucco and paint finish will be placed at the southern property line. A 6' tall masonry wall with a stucco paint finish will be placed along the western property line. The western wall (along Quail Run Rd) will have a slight meander to match the existing perimeter wall to the north and varies in setback from 0' to 14' from the post dedication property line (with approximately half of the wall adjoining the post dedication property line). 6' tall masonry walls will also be constructed around each guest unit to create private backyards with pools.



STAFF REPORT

The SUP Guidelines recommend that fence walls meet the residential standard in Article 24 of Zoning Ordinance. The southern fence wall is compliant with these standards, however, the western fence wall and portions of the internal “yard” walls are not compliant with these standards.

- *Lighting & Landscaping.* The landscaping and lighting will match the existing campus. The applicant will use the same plant palette and exterior light fixture that are currently on campus. Six 14’ tall pole lights will be placed on the eastern side of the new drive aisle that provides access to the guest units and service building. These poles are compliant with the SUP Guidelines and match the parking lot pole lights that are currently on the campus.

The SUP Guidelines also recommend a 40’ wide landscape buffer adjoining a residential property and a 30’ wide landscape buffer adjoining a local road. The southern part of this area is compliant with the 40’ wide landscape buffer but the west side is not compliant with the 30’ landscape buffer.

- *Quail Run Rd Right-of-Way Dedication.* Quail Run Rd is classified as a local street. The Town’s right-of-way (ROW) design standards recommend a minimum ROW width of 50’. Quail Run Rd is currently 25’ wide and the applicant will dedicate an additional 25’ of ROW to bring the width into compliance. The Town Engineer recommends that the applicant pave the dedicated ROW with 18’ of asphalt and 2’ ribbon curb to provide safe passage for two vehicles (with a total paved area of 20’ and 5’ of area for landscaping). However, the applicant is proposing to landscape the dedicated portion of ROW due to the limited use of this street and to match the northern portion of ROW that was landscaped with the 2014 Major SUP amendment.
- *Supplemental Information.* The applicant included a conceptual Grading & Drainage Plan showing the location and volume of the retention basin and tank, Conceptual Drainage Design Memo, preliminary trip generation report, preliminary water system analysis report, preliminary sewer system analyst report, preliminary noise impact study, preliminary sign plan, site project data, and parking data for review and reference. Further detail and information will be required for the Planning Commission review; however, these preliminary reports and plans identify the general design and impacts associated with the proposed improvements.



STAFF REPORT

Statement of Direction (SOD)

The work session is an opportunity for staff to receive input and direction from the Town Council regarding the draft Statement of Direction (SOD). Section 2-5-1.C of the Town Code requires the Town Council to issue a SOD for Intermediate SUP Amendments. Attachment B is the draft SOD. Section 2.5.2.D of the Town Code requires the Planning Commission to forward a recommendation to the Council within 90 days from the approval date of the SOD, or 150 days from the filing of the application for the Special Use Permit, or within a specified time set by Council in the SOD.

The draft SOD provides Planning Commission with a deadline on or before February 10, 2023. This date is approximately 120 days from the issuance of the SOD date to account for the holiday season and any unexpected reviews, with the possibility of an earlier Planning Commission recommendation. Section 1102.3.C.3.c of the Zoning Ordinance requires the Town Council to issue a SOD within 45 days from the date of the first staff presentation. The initial presentation of this SOD is September 8, 2022; which requires the Town Council to issue a SOD by October 23, 2022.

The SOD is not a final decision of the Town Council and creates no vested right to the final action of this Special Use Permit. Rather, a SOD provides the Planning Commission with general guidance on a variety of development aspects of the project (such as height, setbacks, design, density, landscaping, lighting, noise, etc.), guidance on procedural aspects (such as application timing/completion of review), and guidance on policy aspects (such as identifying appropriate and acceptable standards, uses, and compatibility for the SUP) in order to be transparent and efficient in the completion of the SUP amendment. The full merits of the request are reviewed in detail during the Planning Commission recommendation process, with a full review by the Town Council after the Planning Commission recommendation.

Below is a summary of recommended components of the draft SOD as it relates to how the proposed request compares to the SUP Guidelines, with further detail outlined in Attachment B. The Planning Commission shall focus their review on the visible, audible, and operational effects the amendment may have on the neighbors:

1. Use. Incorporation and development of the residential lot into the resort brings the resort uses closer to the existing residential properties. The Planning Commission shall evaluate if additional changes or measures are needed to mitigate any adverse effects (such as noise and lighting) created by the new guest units, service building, pools, and/or fence walls.



STAFF REPORT

2. Setbacks. The Planning Commission shall evaluate the location and setbacks of the new guest units/buildings and new fence walls.
3. Quail Run Rd Right-of-Way (ROW) Dedication. The Planning Commission shall evaluate if the dedicated portion of right-of-way along Quail Run Rd should be paved or landscaped via the appropriate detailed plans.
4. Landscaping & Lighting. A detailed landscape and lighting plan must be submitted for Planning Commission review, with particular attention to the west and south areas nearest existing residential properties.
5. Grading & Drainage, Water, & Sewer. Conceptual grading & drainage plans and preliminary drainage memo, water system analysis, and sewer system analysis have been provided. More detailed plans and reports shall be provided for Planning Commission review and evaluation.
6. Traffic, Parking, and Circulation. The Planning Commission shall evaluate the Trip Generation Report and the applicant must provide preliminary paving plans for the internal drive aisle/roadway. Parking is compliant with the SUP Guidelines, but a Parking Analysis may be deemed necessary.
7. Signage. The Planning Commission shall evaluate the size, height, location, and illumination of all proposed signs for appropriateness with the SUP and compliance with the SUP Guidelines.

Process

Section 1102.3.C of the Zoning Ordinance requires that the Town Council issue a Statement of Direction to the Planning Commission for an Intermediate SUP Amendment before their review of the request. The process for the request is pre-application review by the Town staff (completed), review and issuance of an SOD by the Town Council (typically two work study sessions and one action item), Planning Commission review (typically two or more work sessions), a Citizen Review Session (neighborhood meeting) held by the applicant, Planning Commission public hearing – in which a recommendation is forwarded to Town Council, and Town Council work session review(s) and Council public hearing for action.

The Intermediate SUP Amendment and the Rezoning applications will be reviewed together by the Planning Commission and Town Council. The Non-Administrative Land Modification is reviewed directly by Town Council and will be reviewed by Council after the Commission forwards their recommendations on the Intermediate SUP Amendment and Rezoning.



STAFF REPORT

A General Plan amendment is not required since 6041 N Quail Run Rd already has a General Plan designation of Resort/Country Club (which was approved in 2012 via Resolution 1267).

Next Steps:

The draft SOD is scheduled for another work session review on September 22nd. Staff will incorporate any changes from this meeting and present the updated SOD for Council review on September 22nd.

ATTACHMENT(S):

1. Application
2. Vicinity Map & Aerial Photo
3. Narrative & Plans
4. Attachment A – Comparison & Consideration Points
5. Attachment B – Draft Statement of Direction (SOD)
6. Noise Impact Study
7. Trip Generation Comparison – First Revision
8. Water System Analysis Report
9. Sewer System Analysis Report
10. Conceptual Drainage Design Memo
11. Power Point Presentation
12. Summary of Andaz Preliminary Meeting with Neighbors



COMMUNITY DEVELOPMENT DEPARTMENT SPECIAL USE PERMIT APPLICATION GUIDE

Town of Paradise Valley • 6401 East Lincoln Drive • Paradise Valley, Arizona 85253 • Phone: (480) 348-3693

APPLICANT & CONTACT INFORMATION

Please check the appropriate box for the Type(s) of Application(s) you are requesting

Special Use Permit

- | | |
|---|--|
| <input type="checkbox"/> Managerial Amendment | <input type="checkbox"/> Intermediate Amendment |
| <input type="checkbox"/> Minor Amendment | <input type="checkbox"/> Major Amendment/New SUP |

Project Name: _____

Date: _____ Existing Zoning: _____ Proposed Zoning: _____ Net Acres: _____

Property Address: _____

Assessor's Parcel Number: _____

Owner: _____

Address: _____

Phone number: _____

E-mail address: _____

Signature: Gary A. Stougaard
(Or provide a separate letter of authorization)

Applicant/Representative: _____

Company Name (if Applicable): _____

Address: _____

Phone number: _____

E-mail address: _____

Signature: Gary A. Stougaard

THE ABOVE APPLICANT HEREBY APPLIES FOR AN APPLICATION AS INDICATED IN THE SUBMITTED NARRATIVE, PLANS, AND DOCUMENTS IN ACCORDANCE WITH THE TOWN CODE AND TOWN POLICIES.

FOR DEPARTMENTAL USE ONLY

App.#: _____ Submittal Date: _____ Expiration Date: _____



COMMUNITY DEVELOPMENT DEPARTMENT PLAT/LAND MODIFICATION APPLICATION GUIDE

Town of Paradise Valley • 6401 East Lincoln Drive • Paradise Valley, Arizona 85253 • Phone: (480) 348-3693

APPLICANT & CONTACT INFORMATION

Please check the appropriate box for the Type(s) of Application(s) you are requesting

Administrative Land Modification	Non-Administrative Land Modification	Plat/Replat
<input type="checkbox"/> Lot Line Adjustment/Combination (Non-SUP & No Deviations(s))	<input type="checkbox"/> Lot Line Adjustment/Combination (SUP)	<input type="checkbox"/> Preliminary Plat
	<input type="checkbox"/> Lot Split (Any acreage & SUP)	<input type="checkbox"/> Final Plat
<input type="checkbox"/> Lot Split (> 2.5 net acres, Non-SUP, No Deviations(s) & No New Street(s))	<input type="checkbox"/> Lot Split (≤ 2.5 net acres & Non-SUP)	<input type="checkbox"/> Replat
<input type="checkbox"/> Easement Modification (Non-SUP & No Deviations(s))	<input type="checkbox"/> Release of Easement (Any zoning)	<input type="checkbox"/> Plat/ Replat/ Lot Line Adjustment/Combination/ Lot Split (Any zoning & w/ Deviation(s))
	<input type="checkbox"/> Easement Modification (Any zoning & w/ Deviation(s))	

Project Name: _____

Date: _____ Existing Zoning: _____ Proposed Zoning: _____ Net Acres: _____

Property Address: _____

Assessor's Parcel Number: _____

Owner: _____

Address: _____

Phone number: _____

E-mail address: _____

Signature: Gary A. Stougaard

(Or provide a separate letter of authorization)

Applicant/Representative: _____

Company Name (if Applicable): _____

Address: _____

Phone number: _____

E-mail address: _____

Signature: Gary A. Stougaard

THE ABOVE APPLICANT HEREBY APPLIES FOR AN APPLICATION AS INDICATED IN THE SUBMITTED NARRATIVE, PLANS, AND DOCUMENTS IN ACCORDANCE WITH THE TOWN CODE AND TOWN POLICIES.

FOR DEPARTMENTAL USE ONLY

App.#: _____ Submittal Date: _____ Expiration Date: _____

APPENDIX "F"
TOWN OF PARADISE VALLEY
APPLICATION TO REZONE FROM R43 TO SUP

PARCEL NO.: 174 - 65 - 004C
(County Tax Assessor Number)

DATE: 08/03/22

NAME OF PROJECT: Andaz Resort Expansion

LOCATION OF PROPERTY: 4061 N. Quail Run, Paradise Valley, AZ 85253

LOT: _____ SUBDIVISION: _____

APPLICANT: Gary Stougaard

NAME

5721 Chelsea Ave. La Jolla, CA 92037

619-709-4461

ADDRESS

PHONE #

ENGINEER/OTHER: Hubbard Engineering - Brent Steffenhagen, P.E.

NAME

1201 S. Alma School Rd. Suite 12000 Mesa, AZ 85210

480-398-3833

ADDRESS

PHONE #

ARCHITECT: HAA Architects Michael Kummer

NAME

2194 Carmel Valley Rd. Del Mar, CA 92014

619-507-4119

ADDRESS

PHONE #

OWNER: PV Hotel Venture SPE, LLC

PRINTED NAME

SIGNATURE

5721 Chelsea Ave. La Jolla, CA 92037

619-709-4461

ADDRESS

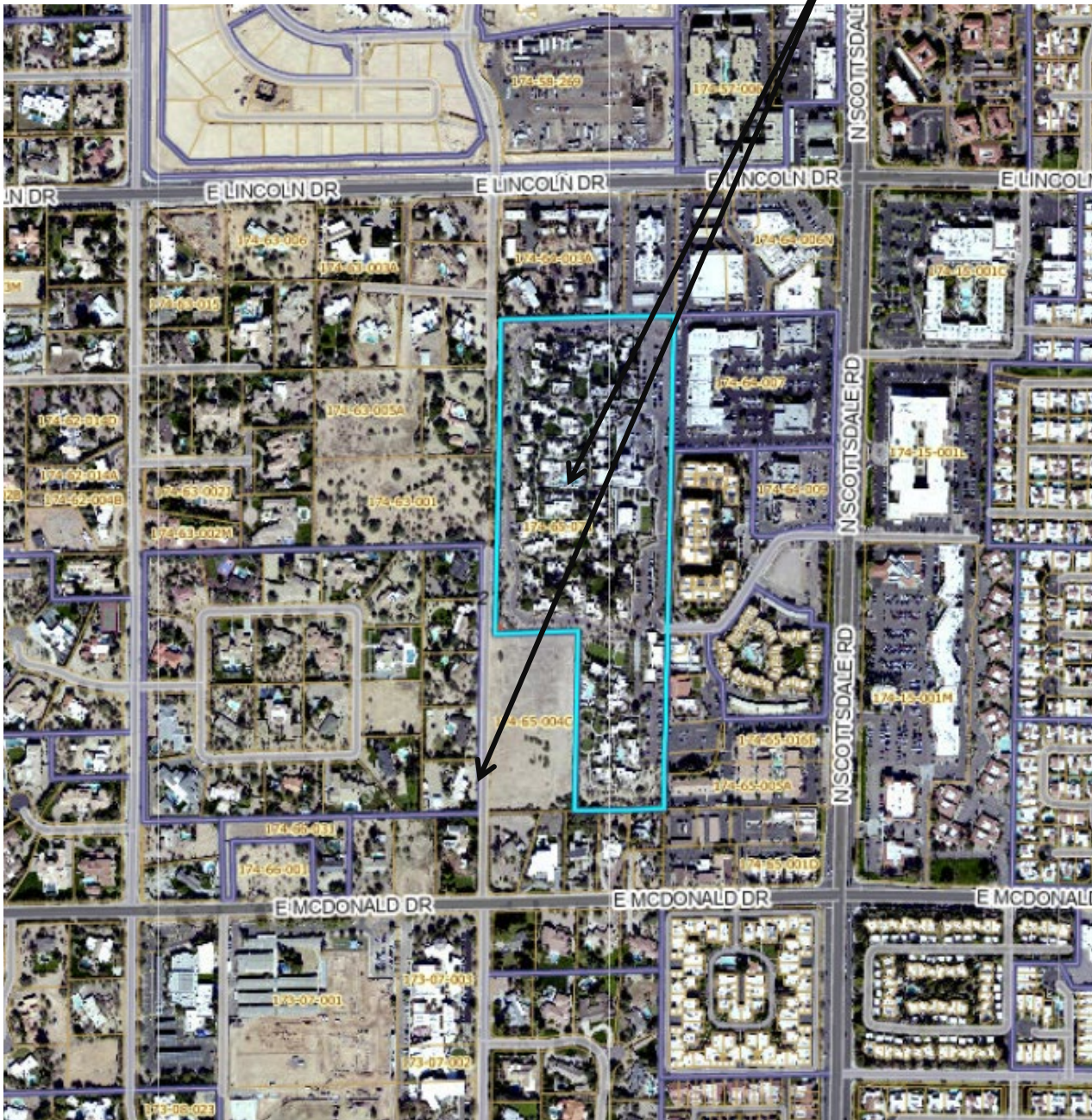
PHONE #

Gary A. Stougaard
SIGNATURE OF REPRESENTATIVE



VICINITY MAP

Subject Properties



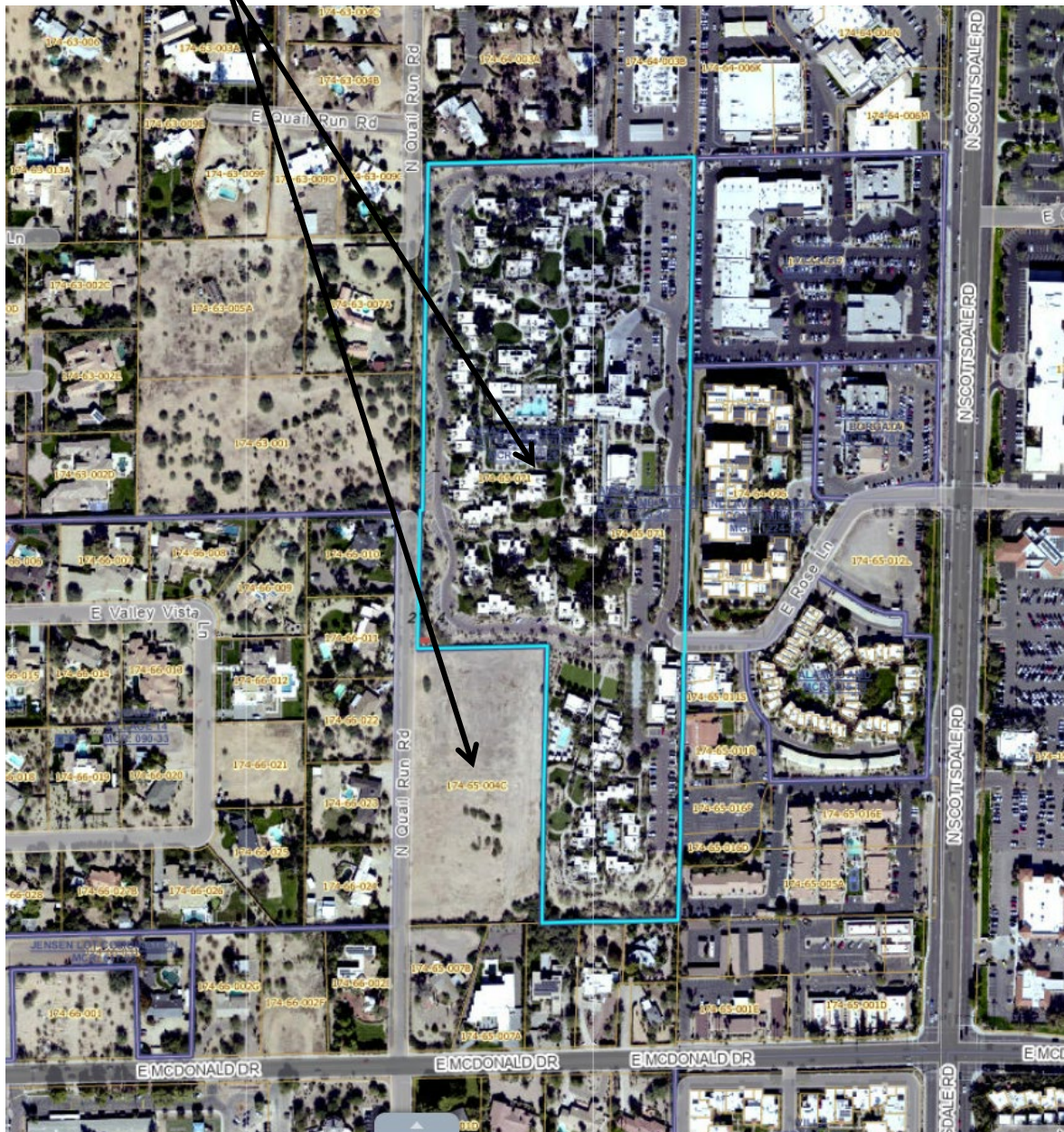
6160 N Scottsdale Rd (Andaz Resort)

6041 N Quail Run Rd



Aerial Photo

Subject Properties



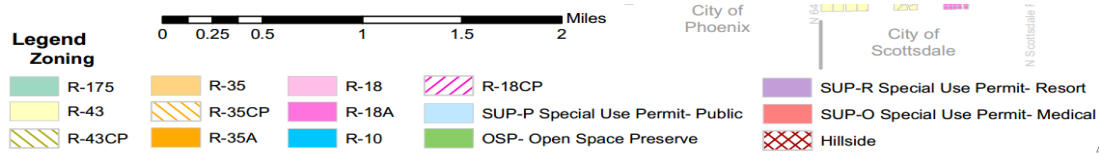
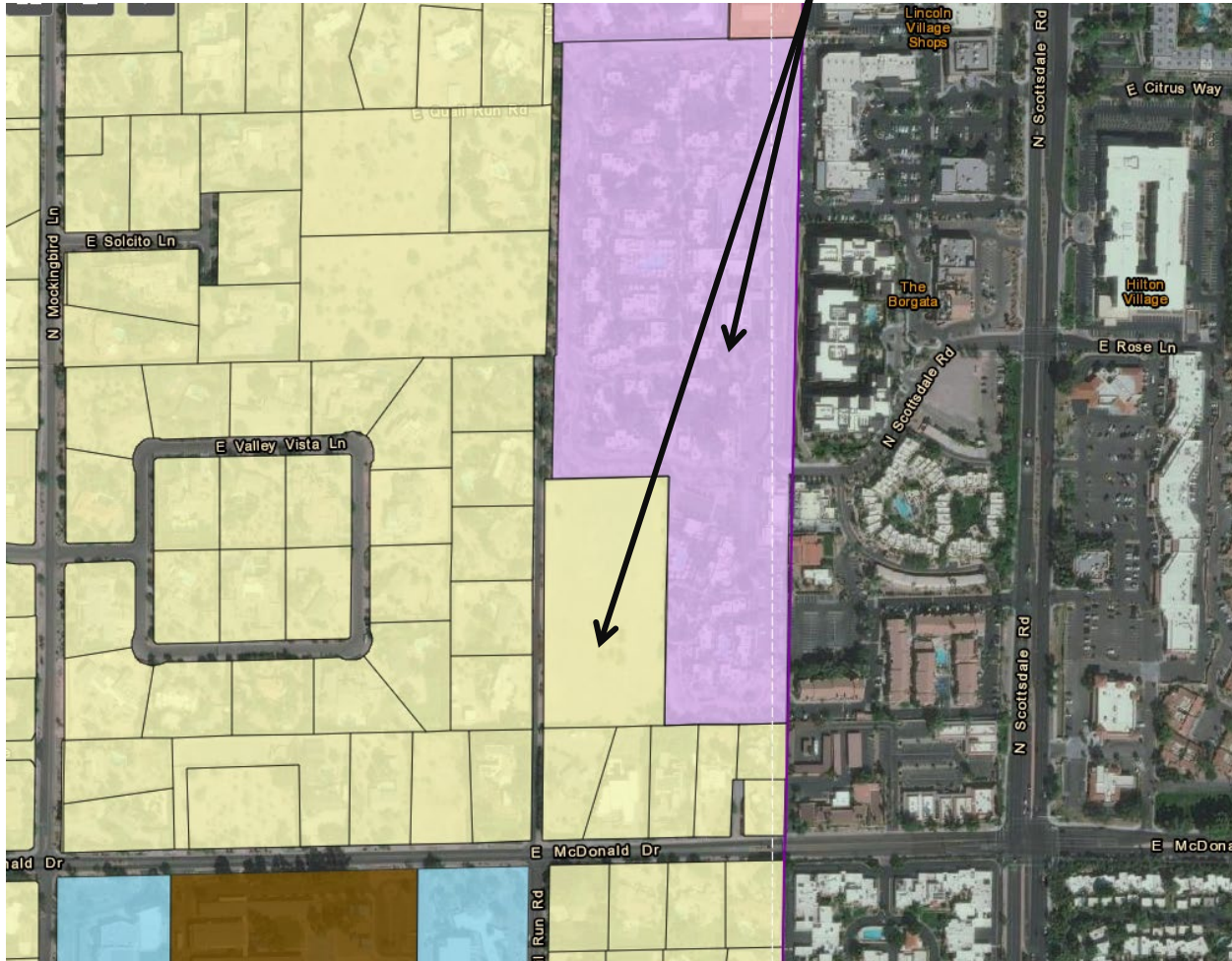
6160 N Scottsdale Rd (Andaz Resort)

6041 N Quail Run Rd



ZONING

Subject Properties

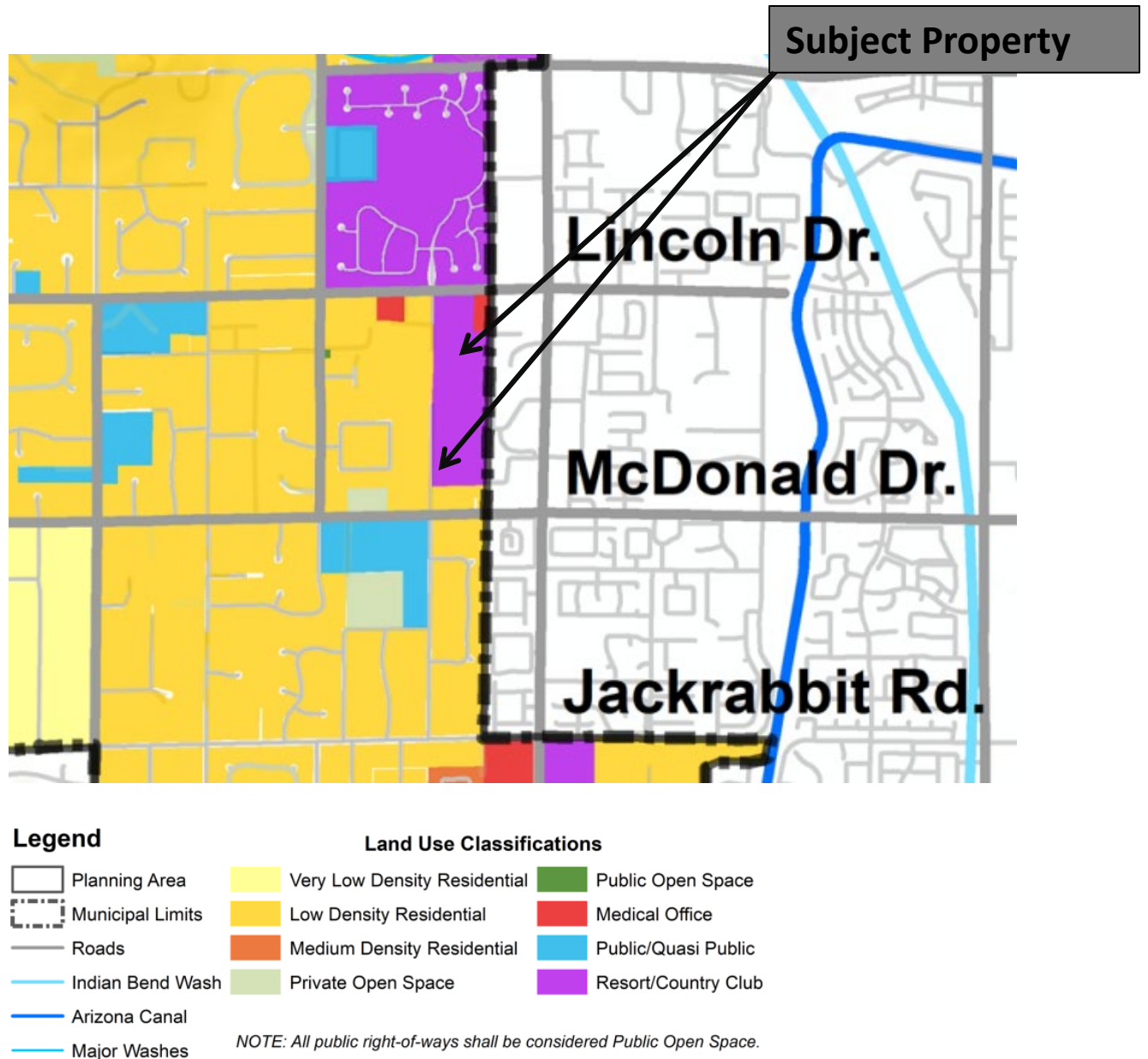


6160 N Scottsdale Rd (Andaz Resort)

6041 N Quail Run Rd



GENERAL PLAN



6160 N Scottsdale Rd (Andaz Resort)

6041 N Quail Run Rd

PV SCOTTSDALE HOTEL OWNER SPE LLC

5721 Chelsea Avenue
La Jolla, California 92037

Via email: gburton@paradisevalleyaz.gov

August 15, 2022

Mr. George Burton
Senior Planner
Community Development Department
TOWN OF PARADISE VALLEY
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

RE: 6041 N. Quail Run Road APN 174-65-004C Proposed Andaz Resort Expansion

Dear Mr. Burton,

On behalf of PV Hotel Venture SPE LLC (the "Applicant"), enclosed please find information and associated documents relative to the proposed expansion of the Andaz Scottsdale Resort & Bungalows (the "Resort") onto a 5 acre parcel adjacent to the southwest corner of the Resort, which land is owned by and affiliate of the Applicant and upon which the Applicant proposes to develop additional residential villa style units which will be included in the Resorts guestroom inventory for rental to Resort guests.

The existing parcel is currently zoned R-43 with a Resort/Country Club General Plan use designation. The Applicant seeks a Special Use Permit to enable the development of additional Resort guestroom inventory.

Following are the key elements of our proposed addition to the Andaz Scottsdale Resort & Bungalows:

- The addition will include 10 residential villa style units which will expand the guestroom options available to Resort guests. Four of these will be 2 bedroom units of approximately 2,150 sq ft each, Five will be 3 bedroom units of approximately 2,600 sq ft each, together with One 4 bedroom unit of just over 4,000 sq ft in size. In addition, we are planning to add a new service / storage / restroom structure of approximately 1,200 square feet adjacent to an existing outdoor event area to provide restrooms, storage and support to service this event area – as well as to provide support service to the proposed new guestroom villas.
- Our plan to develop these luxury residential style units will address increasing demand for luxury residential accommodations in resort settings - both in the Paradise Valley / Scottsdale market and across the country from users that can easily afford but would prefer not to purchase second homes in resort markets due to the cost and time necessary to maintain

second homes on a full-time basis. These units will be included in our normal guest room inventory and will be marketed in a manner similar to our existing 2 bedroom suites. Because of the nature of these units, we believe that they will be attractive to a wide variety of prospective guests – whose length of stay is likely to vary depending on the nature of the guest, time of year and other factors.

- The inclusion of residential style units at Andaz will heighten the level of customers we are able to attract to the Resort. Experience shows us that heightened luxury reduces the number of occupants in guestrooms and results in increased usage of the restaurant/spa/wellness and other Resort amenities.
- Also, short term residential rentals are increasingly creating friction with homeowners in residential neighborhoods. Residential style accommodations at resorts provide higher levels of control and security.
- We have included a summary of similar residential style accommodations at other area resorts.
- The addition of these 10 proposed units will bring the Resort's total guestroom inventory to 195 guestrooms, suites and villas, a total which is less than the 201 units previously approved for the Resort by the Town of Paradise Valley in 2015.
- Each of the new guestroom villa units will include covered carports sized to accommodate 2 vehicles. We have no plans to enclose these carports at any time in the future. Together with covered outdoor patio spaces and the new event service building, the total combined covered areas of all of the new spaces will be 29,400 square feet – approximately 13.44% of the 219,027 sq ft size of the proposed expansion land parcel, bringing the total structure and shade coverage for the entire Resort to 167,899 sq ft – or 14.19% of the total combined Resort land parcels of 1,183,000 sq ft.
- Access to this parcel and the new guestroom units and facilities will be solely from Scottsdale Road through the existing Resort. No direct vehicular or pedestrian access is planned from Quail Run Road, except as may be required for Fire Department access or to comply with other Town of Paradise Valley requirements. In this light, we are not proposing to widen Quail Run Road. Similar to the existing Resort, we are proposing to dedicate the westernmost 25 feet of our property to the Town of Paradise Valley and will plant and maintain the landscape materials on this land.
- These new units will contain no provisions for the lock-off of any portion of any of the units to create additional guestroom keys.
- To provide security and privacy for these new units and mitigate sound and light impact upon surrounding properties, a new eight-foot masonry wall will be constructed on the south

property line of the parcel, similar to that which currently exists on the south property line of the adjacent Resort property to the east. On the west property line, an articulating six-foot tall masonry wall will be constructed along Quail Run Road to match that which currently exists at the western side of the existing Resort.

- The exterior design of these new residential guestroom units will be consistent with the architecture of the existing Resort. All of the new structures will be single story with maximum heights of 14 feet, with the bulk of each of the structures being 12 feet or less in height – with all height measurements taken from the lowest natural grade under each unit. Each new unit will be situated on parcels of approximately ½ acre configured to maximize view corridors and accommodate required rainwater retention areas.
- Air conditioning and other equipment will be located within screened areas adjacent to each unit to keep them from view and control sound to the greatest extent possible. These areas will not be covered and therefore have not been included in the lot coverage calculation.
- Each of these new structures have been placed consistent within setbacks on the west and south sides of the parcel consistent with those for the existing Resort. As a result, none of the new structures will be closer than 100 feet from the south property line or 40 feet from the west property line - after a 25-foot dedication of land on the west side of the property to facilitate the widening of Quail Run Road, should the Town of Paradise Valley approve such widening in the future.
- All site grading, drainage and utilities will be designed to fully integrate into the existing Resort plans and systems.
- Trash generated by these units will be picked up daily by Resort personnel as part of normal housekeeping services.
- The landscape and lighting and signage plans for the expansion area will continue the themes used throughout the existing Resort and will feature the strategic placement of trees and other landscape materials to screen areas and maintain view corridors. No palm trees will be included in landscape plan.
- In addition to this summary, please click on the link below to access the following project related information for the proposed project:

<https://chelseahospitalitypartners.box.com/s/fx3rmz0zjjwfo20z3era6kc58whbkf7k>

- A conceptual site plan including a preliminary landscape plan for the proposed addition, prepared by our Landscape Design Architect, Burton Landscape Architecture Studio.

- An overall site plan depicting how the proposed addition will integrate with the existing Resort, prepared by our Landscape Design Architect, Burton Landscape Architecture Studio.
- A wall and fence plan showing the height and configuration of the planned walls surrounding the proposed expansion parcel. Note that these will be concrete block walls similar to those which currently exist around the existing Resort.
- A plant palette sheet including a list of plant materials to be used throughout the proposed addition and the Quail Run dedication areas prepared by our Landscape Design Architect, Burton Landscape Architecture Studio. These materials and plan are consistent with that used throughout the existing Resort. A full landscape plan will be provided as part of the materials submitted for Planning Commission review.
- Proposed Villa Floor Plans and Elevations, prepared by our architects, Andrew Rodrigues and Howard Anderson Architecture:
 - 2 Bedroom Unit
 - 3 Bedroom Unit
 - 4 Bedroom Unit
- We have included a summary of similar residential style accommodations at other area resorts.
- Proposed Service Building Floor Plan and Elevations, prepared by our architects, Andrew Rodrigues and Howard Anderson Architecture.
- A preliminary site lighting plan for the proposed addition, including cut sheets for proposed lighting fixtures, prepared by our lighting consultant The Ruzika Company. Note that this plan and proposed fixtures are consistent with those used throughout the existing Resort. A final lighting plan will be provided as part of the materials submitted for Planning Commission review.
- A schematic Site Grading and Drainage Plan, and a Drainage Design memorandum prepared by our Civil Engineer, Hubbard Engineering which integrates with the existing Resort grading and drainage plans. A final site grading and drainage plan will be provided as part of the materials submitted for Planning Commission review.
- Schematic Water and Sewer Utility Plans and related design memorandums prepared by our Civil Engineer, Hubbard Engineering, including locations for connections to the existing Resort utilities. A final utility plan will be provided as part of the materials submitted for Planning Commission review.

Mr. George Burton

August 15, 2022

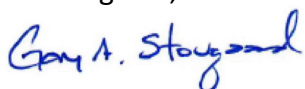
Page 5

- An Updated ALTA survey and Legal description of the expansion site, prepared by our Civil Engineer, Hubbard Engineering
- A worksheet summarizing additional and overall Resort structure and shade coverage of the proposed addition and of the overall Resort including the proposed addition reflecting that the combined footprint of the proposed structures and other covered areas will be less than 17%.
- A letter from our Acoustic consultant, MD Acoustics describing the anticipated mitigating impact the construction of the proposed additional structures will have on sound transmission from the existing adjacent Resort event area to neighboring properties on the south and west.
- A traffic impact letter prepared by our traffic consultant, EPS, updated in response to the review comments received from the third-party reviewer engaged by the Town - reflecting the nominal impact the proposed addition will have on trip counts.
- A summary of existing and proposed additional Resort parking.
- Copies of the applicable pages from the signage plan for the existing Resort which we plan for use in the expansion area.

We believe that this proposed addition to the Andaz Scottsdale Resort and Bungalows will enhance our Resort offering - and do so in a manner consistent with the use for this parcel contemplated by the General Land Use plan for the Town of Paradise Valley and with appropriate sensitivity to the neighbors around us.

We look forward to your thoughts and comments about our proposed plan – and to working with the Planning Department staff, the Planning Commission and Town Council to arrive at a plan that will work for everyone.

Best regards,



Gary A. Stougaard

Manager

PV Scottsdale Hotel Owner SPE, LLC

Andaz Scottsdale Resort & Bungalows
Proposed Villa Addition / Total Combined Resort
Structure and Other Covered Areas - Summary

Date Prepared: 8/15/2022

Unit Type	# Units	Sq Ft				
		Villa Unit Size		Allow for other Shade Coverage @ 33%		Total
		Per Unit	Total			
Four Bedroom Villa	1	4,068	4,068	1,342	1,342	
Three Bedroom Villa	5	2,465	12,325	813	4,067	16,392
Two Bedroom Villa	4	2,145	8,580	708	2,831	11,411
Totals - New Villas			24,973	2,864	8,241	33,214
Event / Villa Service Bldg	1	1,200	1,200	396	396	1,596
Totals			26,173	3,260	8,637	34,810

Total Land Area:

Expansion Parcel Only:

Acres	Sq ft / Acre	Total Sq Ft
5.0282	43,560	219,027

Combined Resort Total:

Villa Additon	Existing Resort	Total Combined
<i>Total Resort Land Sq Ft</i>	964,042	1,183,069

Combined Resort Shade Coverage Summary:

	Proposed Villa Expansion	Existing Resort per Previous Approvals	Total Including Expansion Area
Expansion Parcel:		See Attached	
Total Expansion Parcel Sq Ft - from above	219,027		
Allowable Shade Coverage / Sq Ft	25.00%		
<i>Total Allowable Sq Ft Shade Coverage</i>	54,757	140,972	195,729
<i>% of Total</i>		14.62%	16.54%
Total Resort Post Expansion:	From Above	See Attached	
<i>Total Actual + Proposed Covered Area</i>	34,810	138,466	173,276
<i>% of Total sq ft</i>	15.89%	14.36%	14.65%
<i>% of Total Allowable Shade Coverage / Sq Ft</i>	63.57%	98.22%	88.53%

Andaz Scottsdale Resort & Bungalows
Development Square Footage Summary
September 7, 2015

Updated: 8/15/2022

September 7, 2015		Enclosed Structure		Shade			
Updated: 8/15/2022		Planned Sq Ft					
Size	Allowable Sq Ft per SUP	Per Unit		# Units	Total		Planned sq ft (over)/under Allowable
		Building Footprint	Shade Areas		Building Footprint	Shade Areas	
						Total	
Total Bungalow Sq Ft per SUP		114,972				99,994	14,978
Bungalows - By Building Type							
Bldg 3			2,455	7	17,185		
Bldg 6			2,782	5	13,910		
Bldg 7			2,730	7	19,110		
Bldg 8			3,009	6	18,054		
Bldg 9			3,009	6	18,054		
Bldg 10			2,460	3	7,380		
Presidential Suite F			1,742	1	1,742		
Presidentail Suite G			1,932	1	1,932		
"Eyebrow" over entry doors			2,627	1	-	2,627	
New Spa Building		-				6,044	(6,044)
New Main Spa Bldg			5,297	1	5,297		
New Spa Bldg - Shade Areas			747	1	-	747	
Pool Bar / Equipment / Storage		-				2,756	(2,756)
Pool Building - existing	667		667	1	667		
Pool Bar - existing (shade)	598			598	1	-	598
New Pool Bathrooms			263	1	263		
Pool Kitchen - addition			27	1	27		
Pool Equipment - addition			445	1	445		
Pool Bar Shade - addition			756	1	-	756	
Main Lobby Building - Per SUP		10,000		1		10,978	(978)
New Lobby / Restaurant:							
Lobby / Restaurant / Lounge / Other			9,980	1	9,980		
Basement @ 10%			9,980	1	998		
Patio Area Per SUP		4,000				3,019	981
Arrival Building Outdoor Covered Patio Area				3,019	1	-	3,019
Pool Cabanas Per SUP		2,000				2,057	(57)
Main Pool			121	7	847		
Spa Pool Added 2019			121	3	363		-
Guest Rooms			121	7	847		
New Meeting Rooms		-				5,062	(5,062)
Meeting Space #1 (incl BOH)			2,340	1	2,340		
Meeting Space # 2 & 3			800	2	1,600		
Shade for Meeting Rooms			1,122	1	-	1,122	
Auxiliary Buildings Per SUP		4,000				1,165	2,835
Housekeeping Structures			233	5	1,165		
Fitness Center		-				1,570	(1,570)
Fitness			1,275	1	1,275		
Fitness Shade			295	1	-	295	
Restrooms Per SUP		1,000				1,191	(191)
At Fitness / Lawn (from Fitness above)			580	1	580		
At Meeting Space Structure (from Tent below)			611	1	611		
Tent Per SUP		5,000				4,630	370
Convert to Meeting Space Structure							
Meeting Space			2,216	1	2,216		
Enclosed Prefunction Space			977	1	977		
Back of House Space			990	1	990		
Shade Structure attached			447	1	-	447	
Totals	140,972				128,855	9,611	138,466
							2,506

Andaz Scottsdale Resort & Bungalows
Proposed Villa Expansion
Parking Summary

Prepared by: GAS
Date Prepared: 8/4/2022

Existing Resort:

Guestroom Keys
Parking Spaces - Per Actual Count

Proposed Villa Expansion:

Proposed Additional Guestroom Keys
Parking Requirement / Additional key

1.2 spaces

Post Expansion Totals:

Keys	Parking Spaces	
	Total	per Key
185	278	1.50
10	12	1.20
195	290	1.49

Andaz Scottsdale Resort & Bungalows

Paradise Valley / Scottsdale Area Resorts with Residential Style Inventory

Resort Property	# units	Unit Size	Number of Bedrooms	Baths	Kitchens	Private pool for each Unit?		Access
						Yes / No	Type	
Sanctuary	8	sq ft 2,400-5,500	3-6	2-3	Yes	Yes	75% of Units have pools / hot tubs	Resort Adjacent
Four Seasons	6	1,000-3,000	2-3	2-3	No	Yes	Plunge Pools Only	Via Resort
Mountain Shadows	30	1,000-3,000	1-3	1-3	Yes	No	Resort Pool Access Only	Resort Adjacent
Ritz Carlton	81	1,739-3,000	1-3	1-3	Yes	No	Resort Pool Access Only	Via Resort
Fairmont Princess	119	700-850	Studios - 1 Bedroom	2	No	Yes	Separate Shared Pool for Villa Use	Via Resort
Boulders	60	1,400-3,800	1-3	1-3	Yes	Yes	Separate pools Included with large units only	Via Resort
Proposed Andaz Expansion	10	2,100 - 4,100	2-4	2.5 - 4.5	Yes	Yes	Convertible Hot Tub / Cold Plunge	Via Resort

RESORT EXPANSION

ANdAZ SCOTTSDALE RESORT & BUNGALOWS

6014 Quail Run Road, Paradise Valley, Arizona

PROJECT DATA

PROJECT NAME:	Andaz Scottsdale Resort & Bungalows Expansion		
PROPERTY ADDRESS:	6014 Quail Run Road Paradise Valley, AZ 85253		
RESORT ADDRESS:	6114 N. Scottsdale Road Scottsdale, AZ 85253		
A.P.N.:	174-65-004C		
ZONE:	Existing R-43 to Proposed SUP-Resort		
SITE AREA:	5.03 Acre (219,027 SF)		
LOT COVERAGE:	EXISTING ANDAZ RESORT		
	Lot Size	Structure / Shade	Coverage
	964,042 SF	139,918 SF	14.51%
	PROPOSED VILLA EXPANSION		
	Lot Size	Structure / Shade	Coverage
	219,027 SF	35,910 SF	16.40%
UNIT CALCULATIONS:	VILLA TYPE	QUANTITY	AREA
	2-BEDROOM	4	2,145 SF
	3-BEDROOM	5	2,446 SF
	4-BEDROOM VILLA	1	4,068 SF
	SERVICE BUILDING	1	743 SF
PARKING:	EXISTING ANDAZ RESORT		
	Keys	Parking Spaces	Parking Spaces per Key
	185	278	1.50
	PROPOSED VILLA EXPANSION		
	Keys	Parking Spaces	Parking Spaces per Key
	10	12	1.20

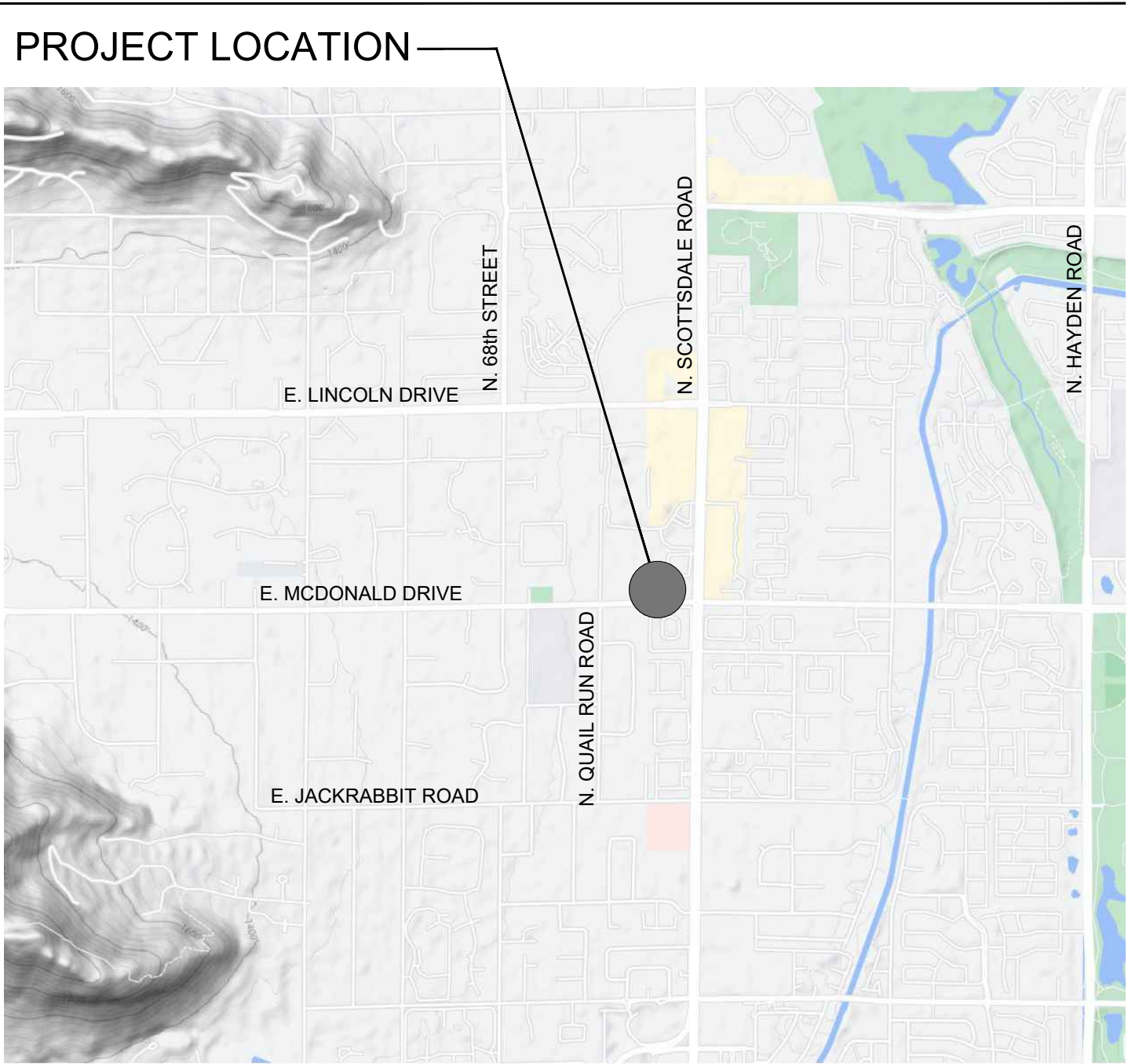
PROJECT TEAM

OWNER:	PV Scottsdale Hotel Owner SPE, LLC 5721 Chelsea Avenue La Jolla, CA 92037	Contact: Gary Stougaard gstougaard@chelseahp.com 619.709.4461
LOCAL PROJECT MANAGEMENT:	Blackstone Rio Group	Contact: Travis Keele 480.518.6877
DESIGN & ARCHITECTURE:	M Andrew Rodrigues	Andrew Rodrigues mandrewrod@gmail.com
	Howard Anderson ARCHITECTURE 2194 Carmel Valley Road Del Mar, California 92014	Contact: Michael Kummer 619.507.4119
INTERIORS:	EDG Design Hanger 7 7 Hamilton Landing Novato, CA 94949	Contact: Jennifer Johanson 415.847.7066
LANDSCAPE DESIGN:	Burton Landscape Studio 307 S Cedros Ave Solana Beach, CA 92075	Contact: Joel Harms 858.794.7204
CIVIL ENGINEER:	Hubbard Engineering 1202 N. Alma School Rd, Suite 120 Mesa, AZ 85201	Contact: Brent Steffenhagen 415.454.2277
TRAFFIC ENGINEER:	EPS Group 1130 N. Alma School Rd, Suite 120 Mesa, Arizona 85201	Contact: Eric Maceyko 602.391.3034
CONSTRUCTION CONTRACTOR:	PWI Residential 5725 N. Scottsdale Road, Suite C-120 Scottsdale, Arizona 95250	Contact: David Mueller 602.6490050

SHEET INDEX

TITLE SHEET
CONCEPTUAL SITE PLAN
OVERALL SITE PLAN
WALL & FENCE PLAN
LANDSCAPE PLANTING PALETTE
2-BEDROOM VILLA PLAN & ELEVATIONS
3-BEDROOM VILLA PLAN & ELEVATIONS
4-BEDROOM VILLA PLAN & ELEVATIONS
SERVICE BUILDING PLAN & ELEVATIONS
SITE LIGHTING PLAN & CALCULATIONS SHEET
LIGHTING FIXTURE CUTSHEETS
LIGHTING FIXTURE CUTSHEETS
CONCEPTUAL GRADING / DRAINAGE PLAN
CONCEPTUAL UTILITY PLAN
ALTA / ACSM LAND TITLE SURVEY

VINCINITY MAP

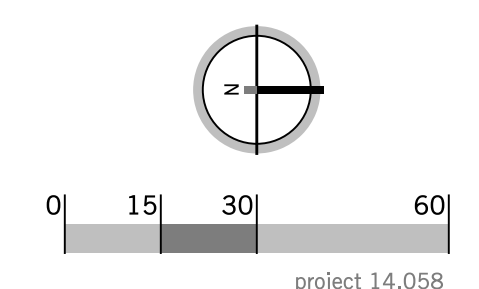




ANdAZ | Resort Expansion

Conceptual Site Plan

16 August 2022



burton
Landscape Architecture Studio





Plant Palette - Andaz Resort

Trees

Botanical name	Common Name
Chilopsis linearis 'AZT Desert Amethyst'	Desert Willow
Citrus species 'Improved Meyer Lemon'	Improved Meyer Lemon
Lysiloma watsonii	Desert Fern
Olea europaea 'Swan Hill'	Olive
Olneya tesota	Desert Ironwood
Parkinsonia x 'Desert Museum'	No Common Name
Prosopis glandulosa	Honey Mesquite
Thevetia species	Thevetia

Vines and Espaliers

Botanical name	Common Name
Bougainvillea species	No Common Name
Gelsemium sempervirens	Carolina Jessamine
Macfadyena unguis-cati	Cat's Claw

Cactus and Succulents

Botanical name	Common Name
Agave americana	Century Plant
Agave 'Blue Glow'	Blue Glow Agave
Agave desmettiana 'Variegata'	Variegated Smooth Agave
Aloe vera	Medicinal Aloe
Carnegiea gigantea	Saguaro
Cereus species	No Common Name
Dasyliirion wheeleri	Desert Spoon
Echinocactus grusonii	Golden Barrel Cactus
Euphorbia rigida	Yellow Spurge
Fouquieria splendens	Ocotillo
Hesperaloe parviforia	Red Yucca
Opuntia ficus-indica	Prickly Pear
Opuntia santa-rita	Purple Prickly Pear
Pedilanthus macrocarpus	Slipper Plant
Portulacaria afra	Elephant's Food

Groundcover

Botanical name	Common Name
Dalea capitata 'Sierra Gold'	Sierra Gold Dalea
Dalea greggii	Trailing Indigo Bush
Lantana camara 'Radiation'	Radiation Bush Lantana
Lantana montevidensis	Trailing Lantana
Lantana x 'New Gold'	New Gold Lantana
Sphagneticola trilobata	Creeping Daisy

Shrubs

Botanical name	Common Name
Baccharis salicifolia (male)	Mulefat
Baileya multiradiata	Desert Marigold
Bougainvillea 'Barbara Karst'	Barbara Karst Bougainvillea
Bougainvillea 'La Jolla'	La Jolla Bougainvillea
Caesalpinia pulcherrima	Red Bird of Paradise
Carissa macrocarpa 'Green Carpet'	Natal Plum
Citrus 'Sour Orange'	Sour Orange
Dalea frutescens 'Sierra Negra'	Black Dalea
Dyssodia acerosa	Shrubby Dogweed
Encelia farinosa	Brittlebush
Eremophila maculata 'Valentine'	Spotted Emu Bush
Ficus microcarpa nitida	Indian Laurel Fig
Justicia spicigera	Mexican Honeysuckle
Lantana x 'Dallas Red'	Dallas Red Lantana
Larrea tridentata	Creosote Bush
Leucophyllum frutescens 'Green Cloud'	Texas Ranger
Muhlenbergia capillaris 'Regal Mist'	Pink Mulhy
Myrtus communis	Myrtle
Nerium oleander	Oleander
Penstemon eatonii	Firecracker Penstemon
Penstemon parryi	Parry's Penstemon
Rosmarinus officinalis	Rosemary
Ruellia brittoniana 'Katie'	Dwarf Katie Ruellia
Salvia greggii	Autumn Sage
Senna artemisioides	Feathery Cassia
Tecoma capensis	Cape Honeysuckle
Tecoma x 'Crimson Flare'	Crimson Flare Esperanza
Tetrameuris acaulis	Angelita Daisy
Thevetia nerifolia	Yellow Oleander

Plant Palette - Quail Run Sonoran Desert Legend

(Plant Palette for Quail Run to match species from the original installation)

Trees

Botanical name	Common Name
Olneya tesota	Ironwood
Parkinsonia floridum ++	Blue Palo Verde
Prosopis glandulosa	Honey Mesquite

Notes:

Planting will be irrigated using high efficiency in-line drip where appropriate. Turf areas will use matched precipitation spray heads or rotors. The system will be centrally controlled with weather-based smart controllers with rain and flow sensing.

Additional Note:

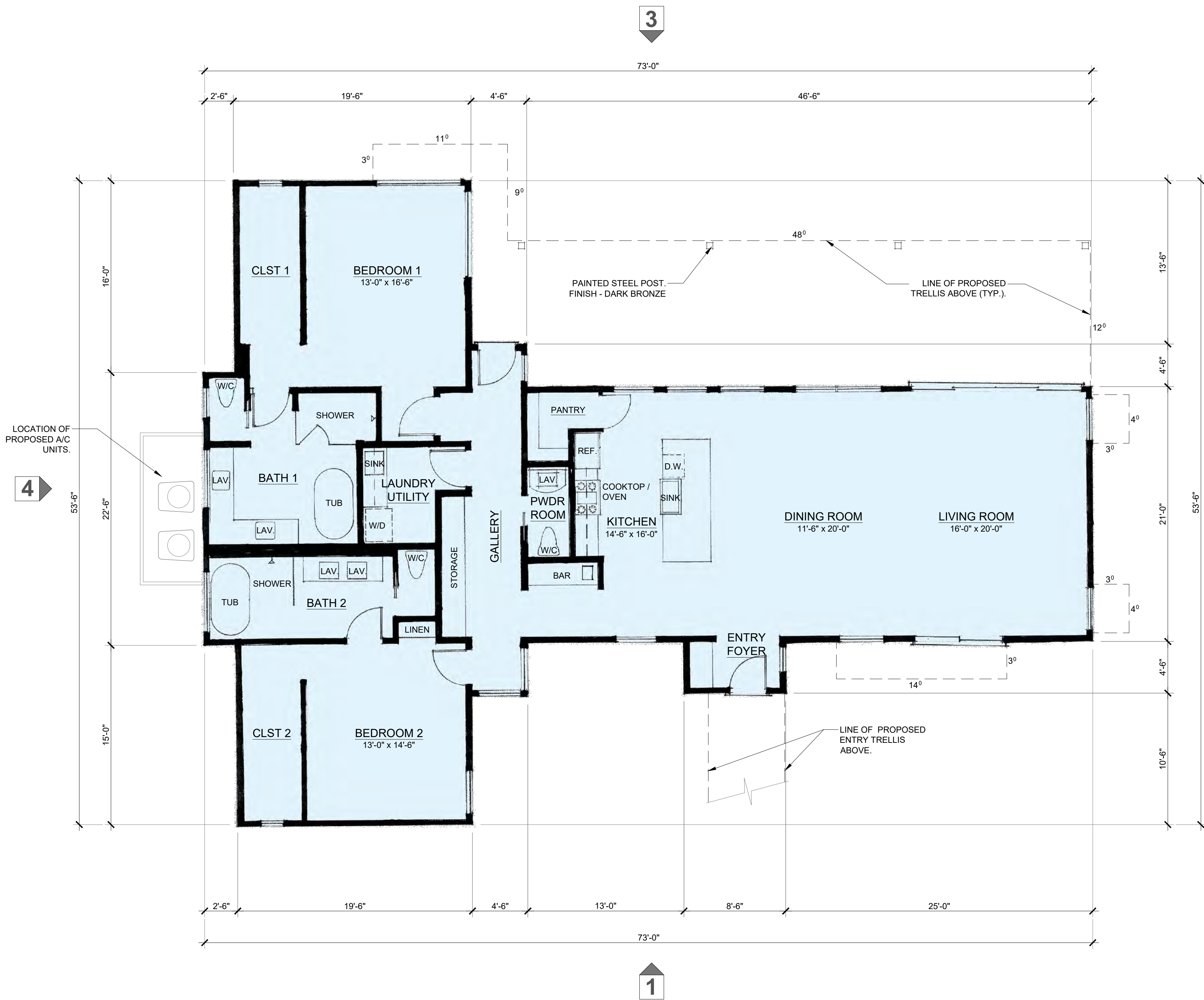
See Conceptual Site Plan for Preliminary Landscape Layout

Cactus and Succulents

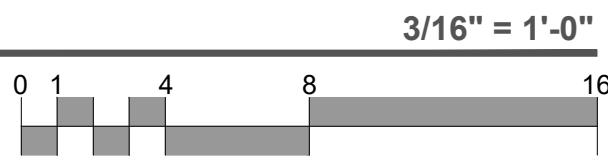
Botanical name	Common Name
Hesperoyucca whipplei	Foothill Yucca
Optunia ficus-indica	Prickly Pear

Shrubs

Botanical name	Common Name
Baileya multiradiata	Desert Marigold
Dyssodia acerosa	Shrubby Dogweed
Encelia farinosa	Brittlebush
Ericameria laricifolia	Turpentine Bush
Larrea tridentata	Creosote Bush
Tetrameuris acaulis	Angelita Daisy

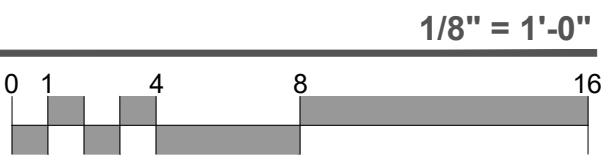


Floor Plan
2,145 SF

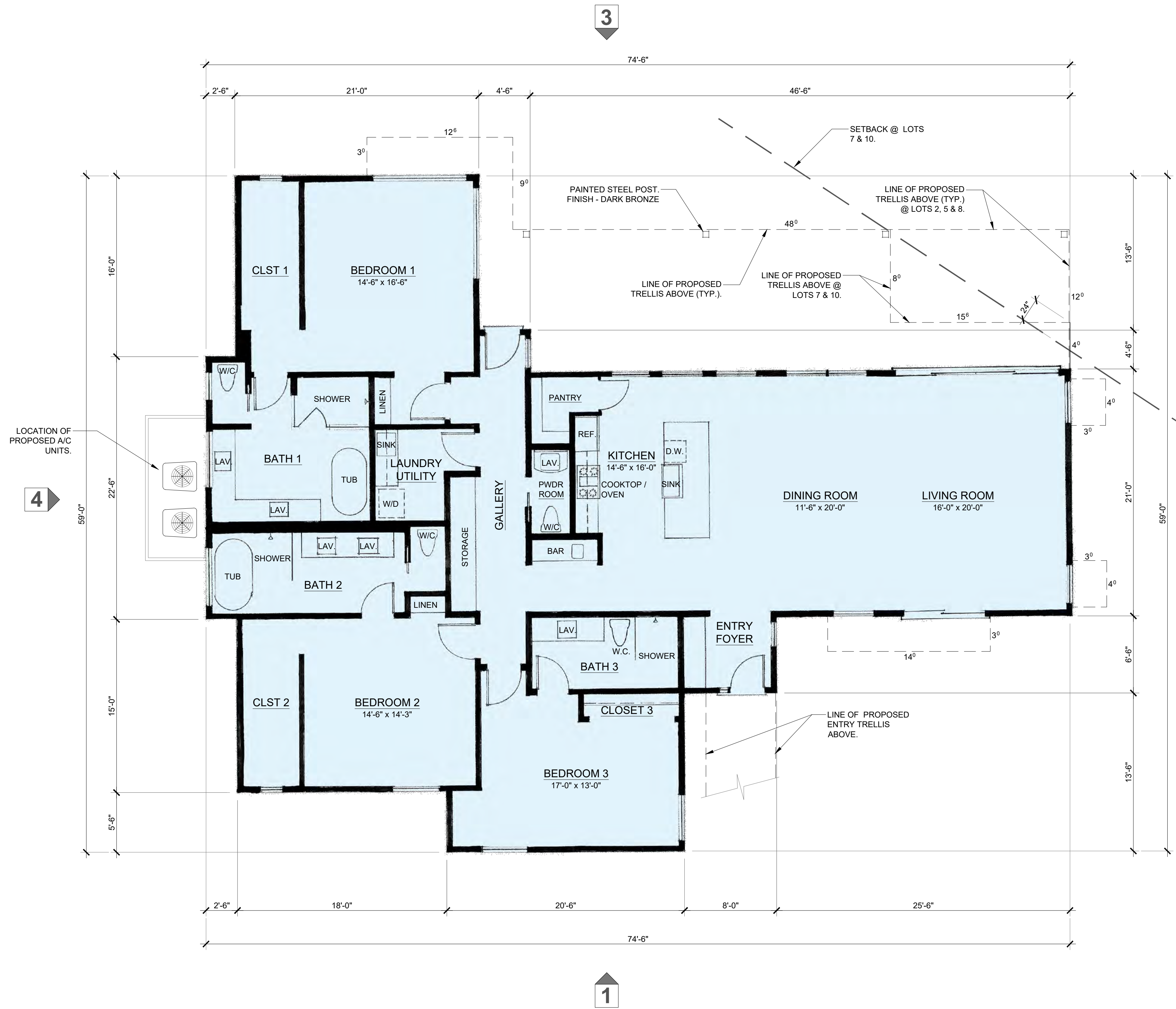


Exterior Elevations

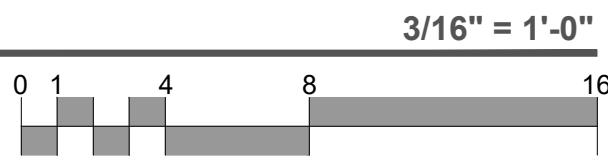
NOTE: BUILDING HEIGHTS SHOWN ARE MEASURED FROM LOWEST NATURAL GRADE (L.N.G.). TYP.



TWO BEDROOM VILLA

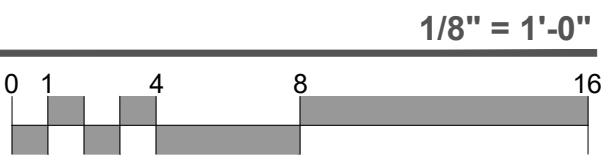


Floor Plan
2,446 SF

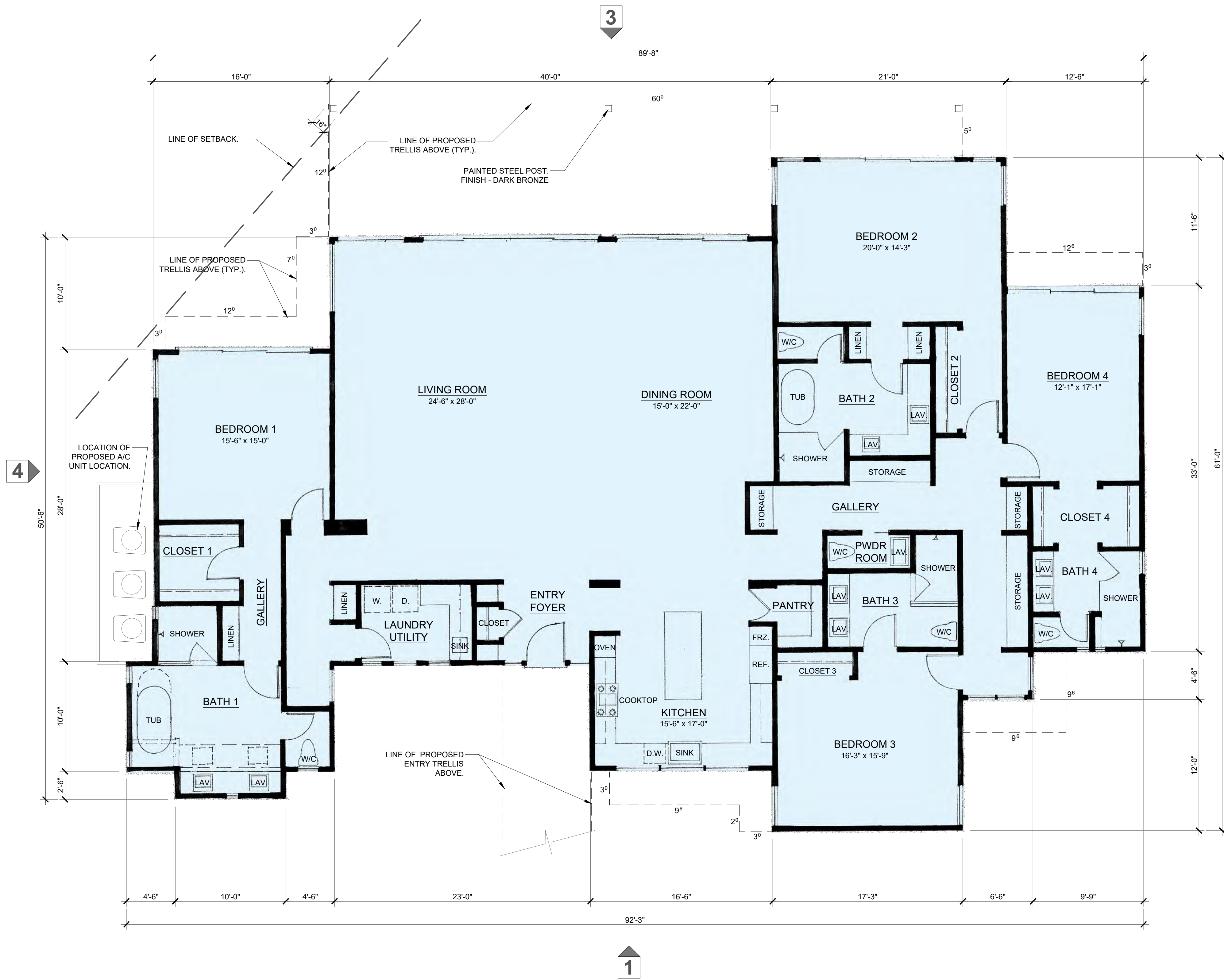


Exterior Elevations

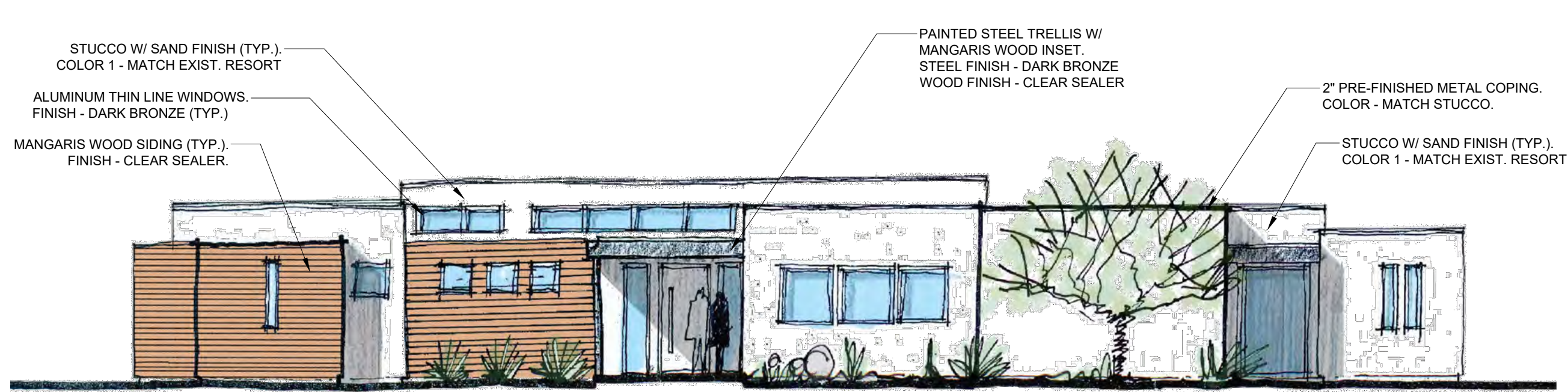
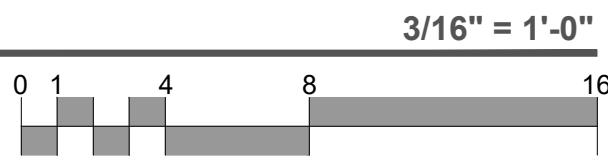
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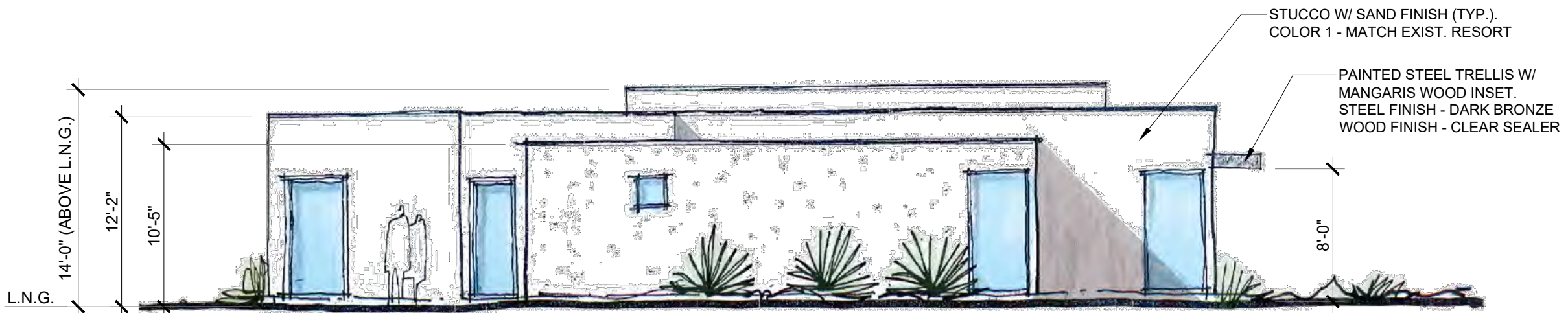
THREE BEDROOM VILLA



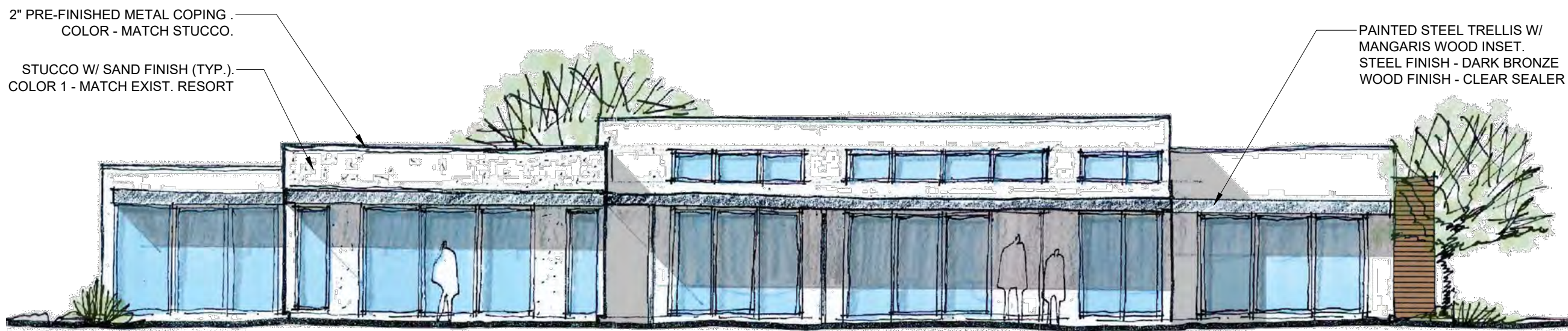
Floor Plan
4,068 SF



front elevation (entry)



right side elevation



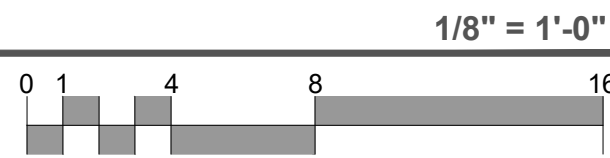
rear elevation



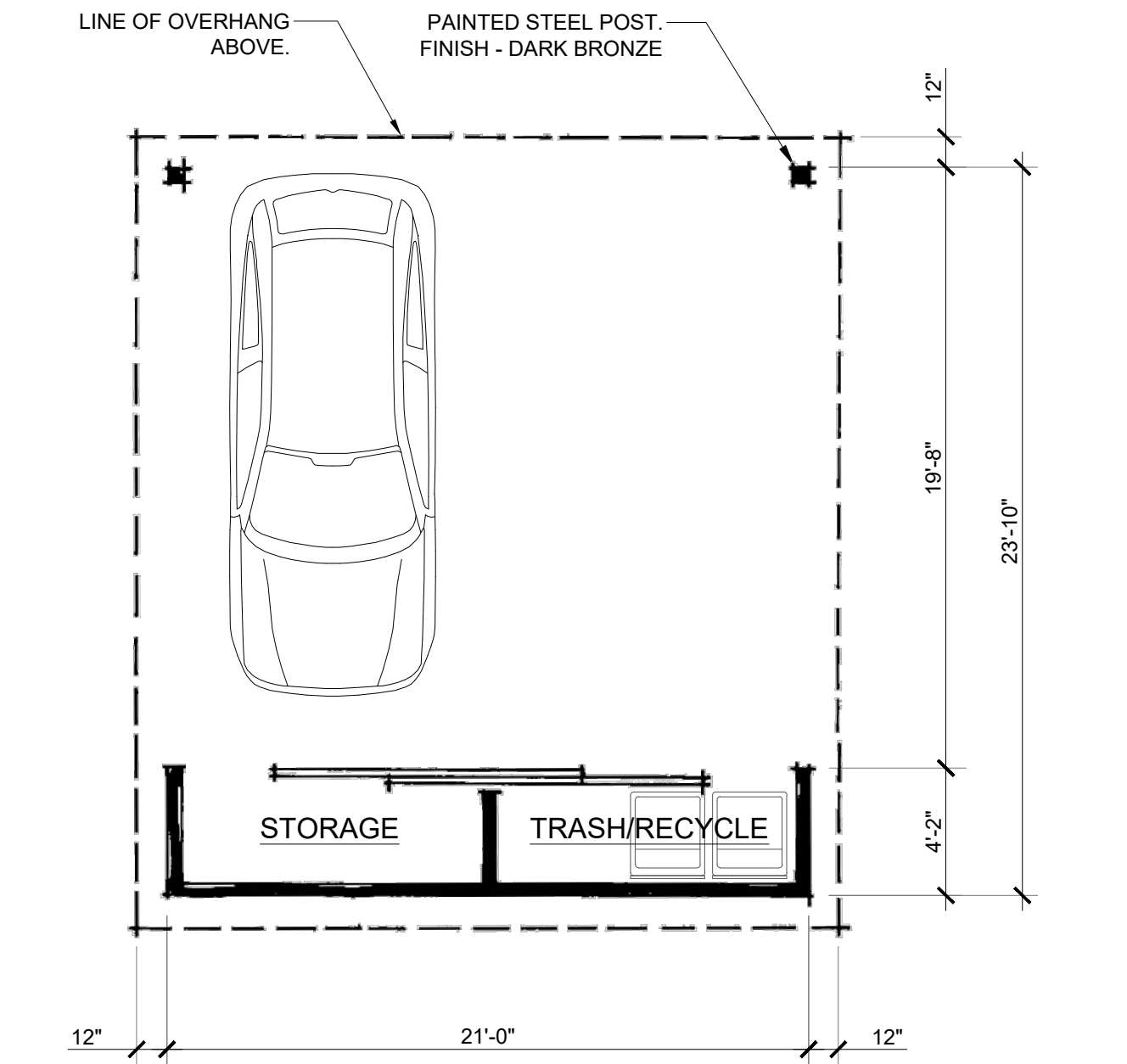
left side elevation

Exterior Elevations

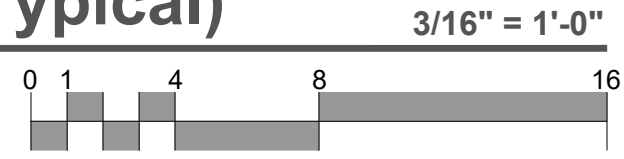
NOTE: BUILDING HEIGHTS SHOWN ARE MEASURED FROM LOWEST NATURAL GRADE (L.N.G.). TYP.



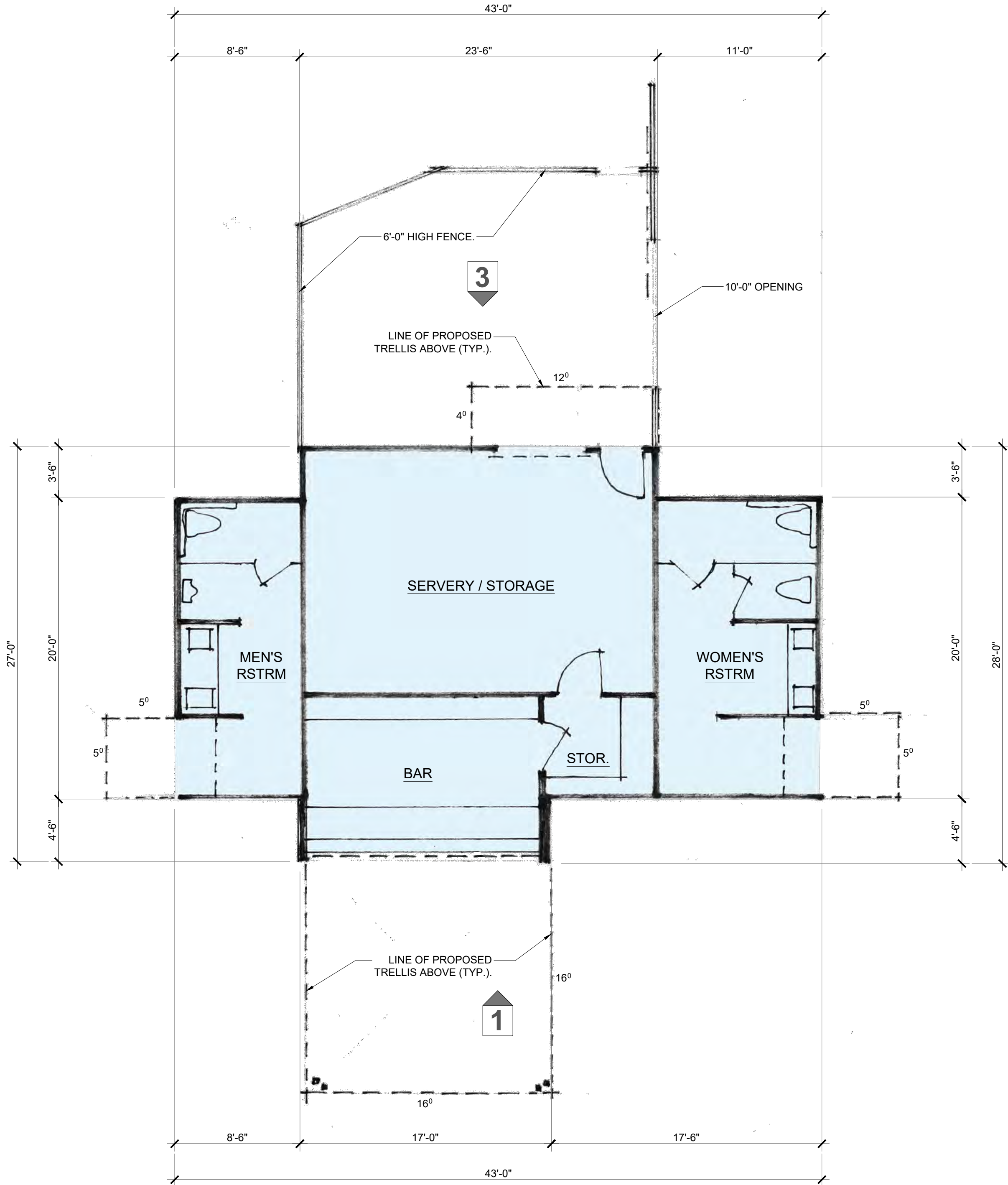
FOUR BEDROOM VILLA



Carport Plan (Typical)

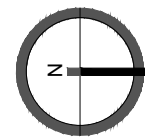
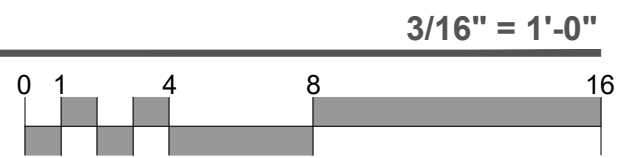


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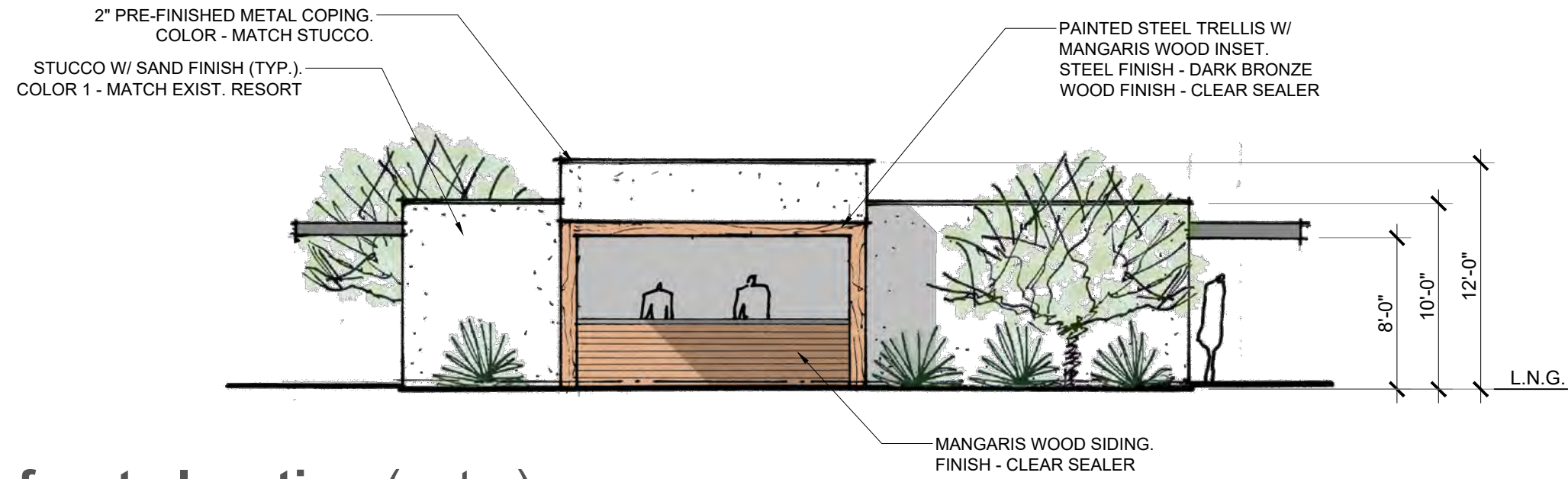


Floor Plan

743 SF

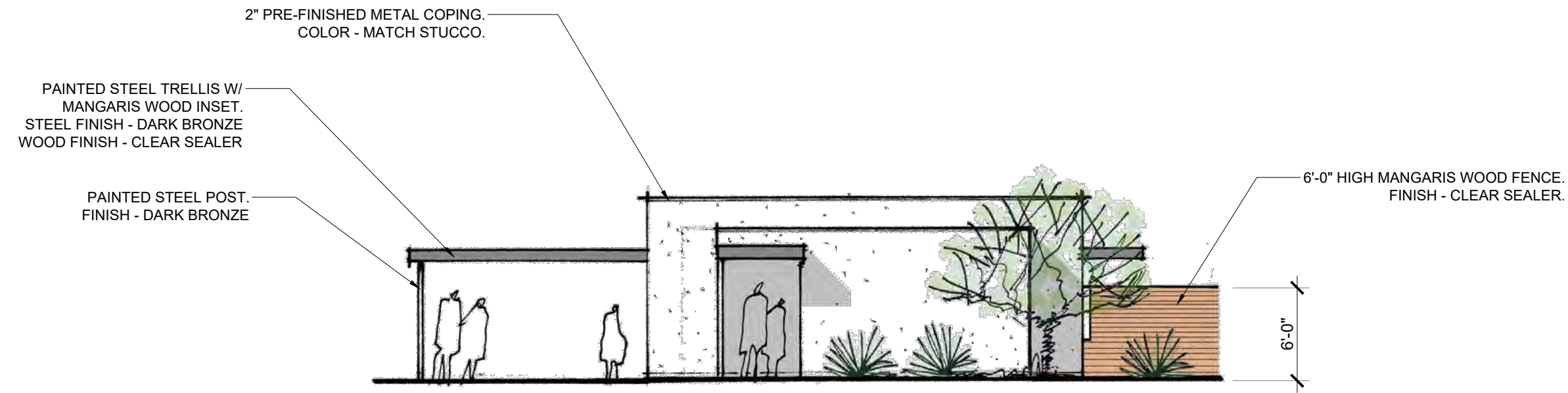


SERVICE BUILDING



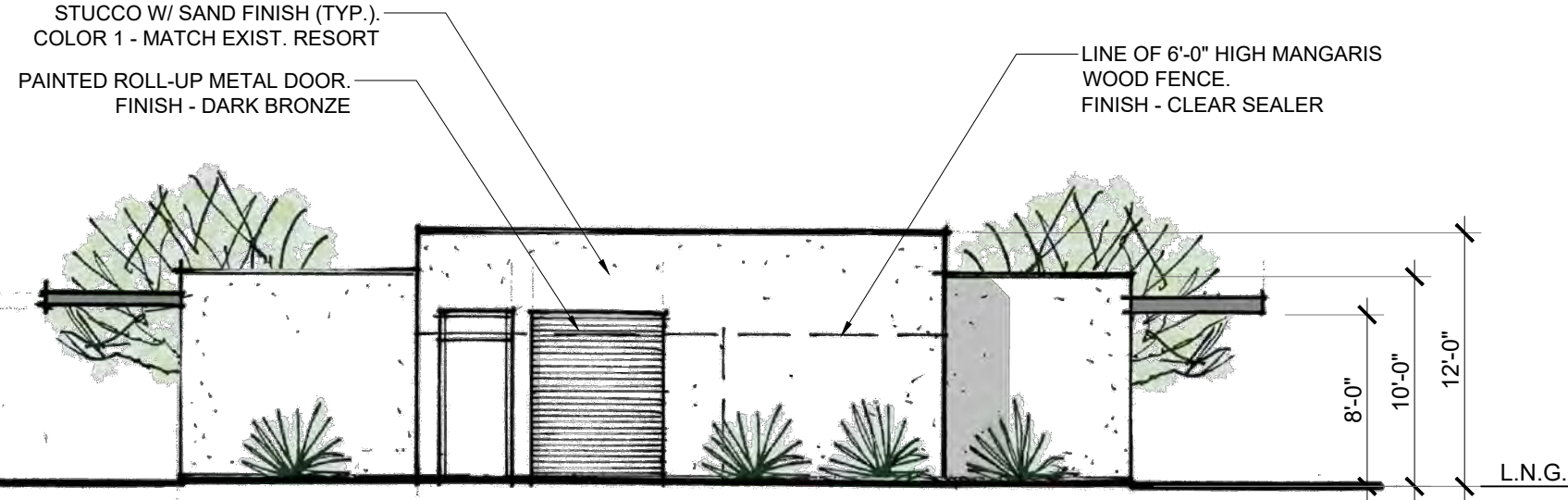
front elevation (entry)

1



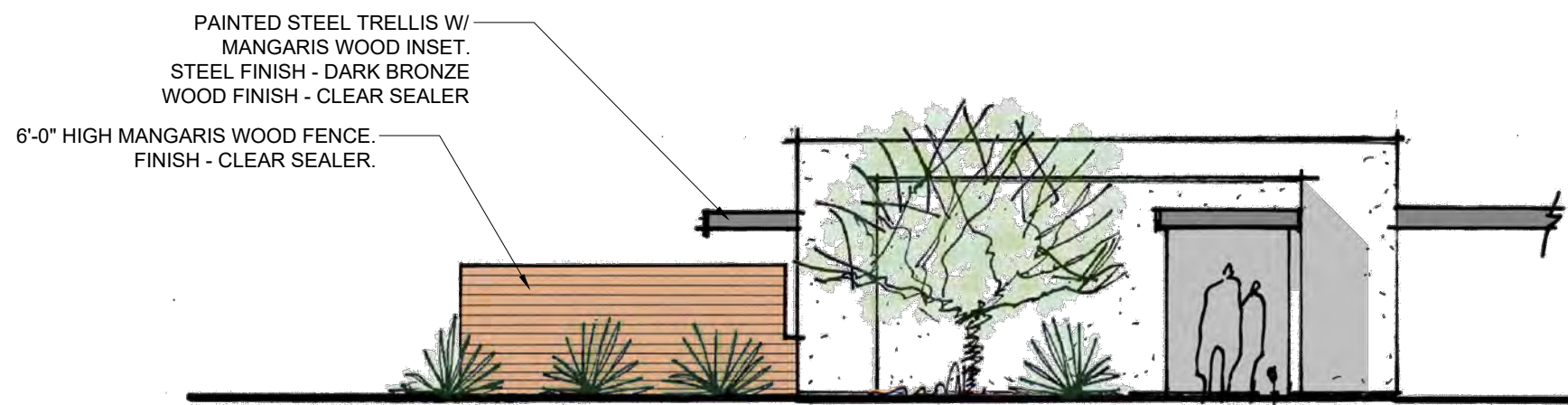
right side elevation

2



rear elevation

3

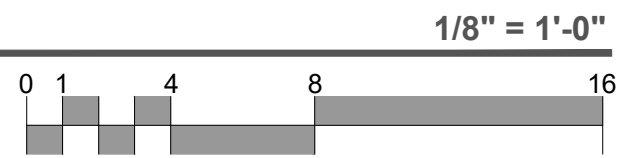


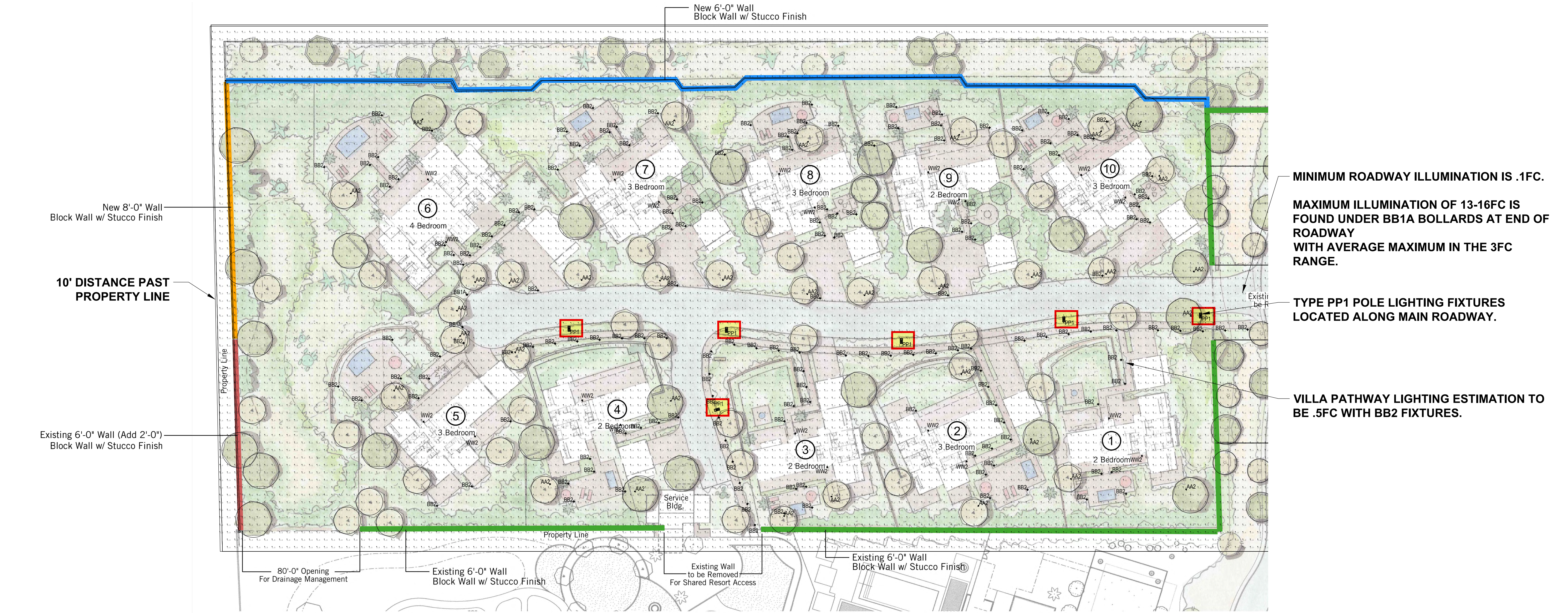
left side elevation

4

Exterior Elevations

NOTE: BUILDING HEIGHTS SHOWN ARE MEASURED FROM LOWEST NATURAL GRADE (L.N.G.). TYP.

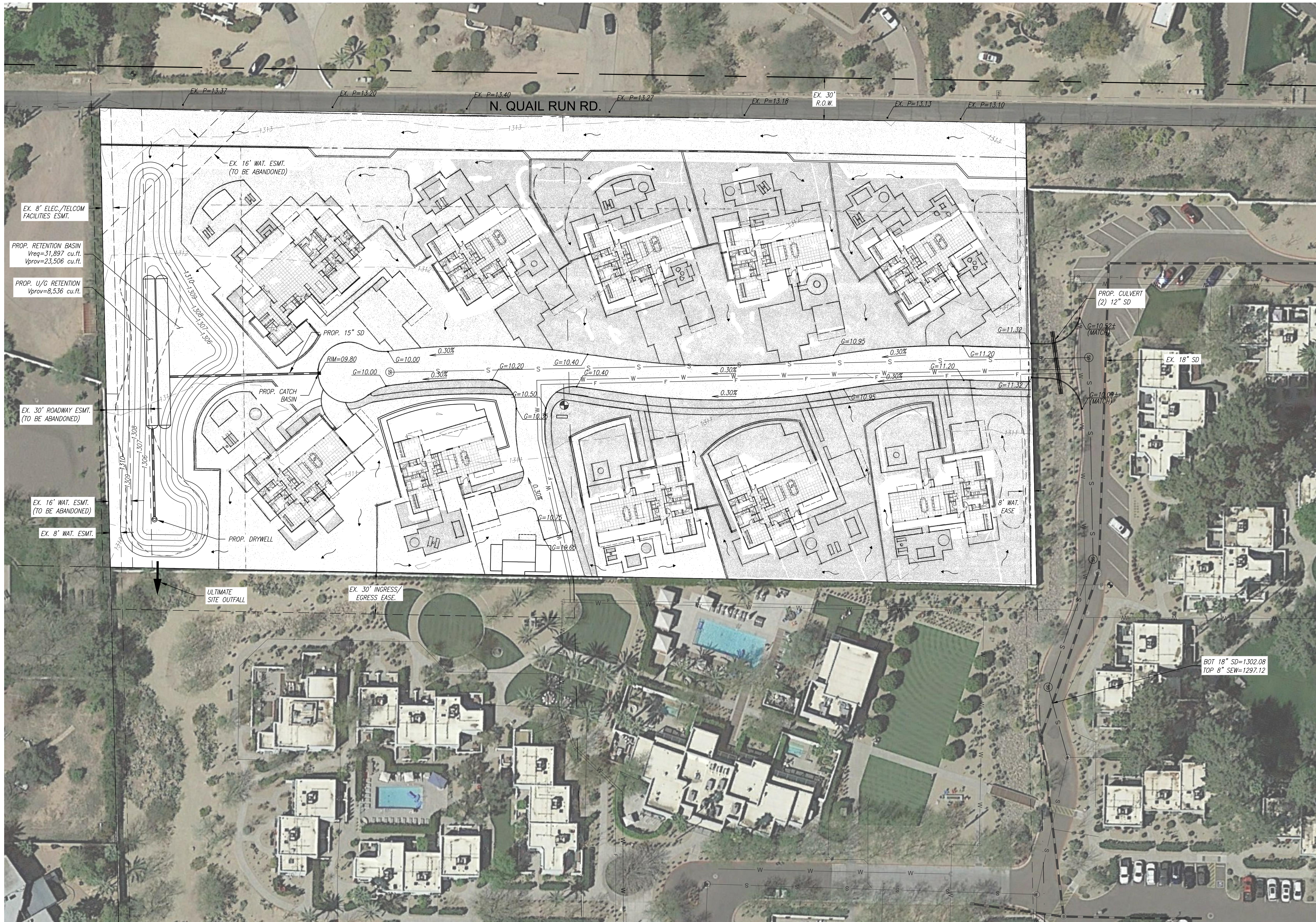




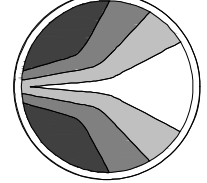
LIGHTING FIXTURE LEGEND				
SYMBOL	TYPE	QTY	DESCRIPTION	NOTES
	AA2	34	EXTERIOR RATED LINE VOLTAGE LED ACCENT LIGHT WITH 35DEG FLOOD OPTIC AND GLARE SHIELD	TOP OF FIXTURE: 4.75" ABOVE FINISHED GRADE NOT SHOWN IN CALCULATIONS AS FIXTURE IS ORIENTED UP TO ILLUMINATE TREES
	BB1A	2	36" EXTERIOR RATED LINE VOLTAGE LED BOLLARD WITH DOWNWARD ILLUMINATION AND LATERAL THROW OPTICS	TOP OF FIXTURE: 36" ABOVE FINISHED GRADE
	BB2	160	17" EXTERIOR RATED LINE VOLTAGE LED PATHLIGHT WITH CAPPED TOP AND LOUVERS TO SHIELD GENERAL 360 DEGREE ILLUMINATION DOWNWARD	TOP OF FIXTURE 17" ABOVE FINISHED GRADE NOT SHOWN IN CALCULATIONS AS FIXTURE UTILIZES AN LED RETROFIT LAMP
	PP1	6	14 FOOT EXTERIOR RATED LINE VOLTAGE LED POLE LIGHT WITH FORWARD THROW TYPE 4 MEDIUM OPTICS	TOP OF FIXTURE: 14' ABOVE FINISHED GRADE
	WW2	20	15.5" DECORATIVE WALL MOUNTED LED SCONCE LIGHT	TOP OF FIXTURE: 7'-6" ABOVE FINISHED GRADE NOT SHOWN IN CALCULATIONS AS FIXTURE IS DECORATIVE AND IES FILES ARE UNAVAILABLE
	WW5	TBD	EXTERIOR RATED WALL MOUNTED LED SCONCE WITH DOWNWARD ILLUMINATION AND FORWARD THROW OPTICS.	

HORIZONTAL AND VERTICAL LIGHTING CALCULATION					
SCALE: 1" = 30'-0"					
LUMINAIRE SCHEDULE					
SYMBOL	FIXTURE	TYPE DESCRIPTION	TOTAL WATTS	TOTAL LUMENS	LLF
	BB1A	303-B1-LEDB2-3000-UNV-T2-DIM10 --- 3000K LED LAMP	15.5	1153	0.900
	PP1	DSX0 LED P2 30K T4M MVOLT --- 3000K LED LAMP	49	5458	0.900
CALCULATION SUMMARY					
LABEL	UNITS	AVERAGE	MAXIMUM	MINIMUM	
SITE CALC - HORIZONTAL	Fc	0.12	15.2	0.0	
SITE CALC - VERTICAL	Fc	0.00	0.0	0.0	
*VERTICAL CALCULATIONS ARE NOTED AT ZERO AS PERIMETER WALLS ARE EITHER 6' OR 8' TALL AS NOTED ABOVE IN DRAWING.					

ANDAZ RESORT EXPANSION
LIGHTING CALCULATIONS SHEET
08/16/2022
PAGE 1 OF 3




1201 S. Alma School Rd.
Suite 12000
Mesa, AZ 85210
Ph: 480.892.3313
www.hubbardingengineering.com

**HUBBARD**
ENGINEERING

CONCEPTUAL GRD/DRN PLAN
ANDAZ QUAIL RUN PARCEL
A PORTION OF SOUTHEAST CORNER OF SECTION 10
TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

Date	07/27/2022
Project No.	22121
Project Mgr.	BPS
Project Eng.	BPS

**811**
Call before you dig.
1.800.STAKE.IT
602.263.1100

SHT: 01 OF 02
C301

48

LEGAL DESCRIPTION PER TITLE COMMITMENT NO. 22000864-040-DO

PARCEL NO. 1:

THE WEST HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL NO. 2:

THE WEST HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SCHEDULE "B" ITEMS PER TITLE COMMITMENT NO. 22000864-040-DO

- PROPERTY TAXES, WHICH ARE A LIEN NOT YET DUE AND PAYABLE, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES TO BE LEVIED FOR THE YEAR 2022.
 - RESERVATIONS OR EXCEPTIONS IN PATENTS, OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF.
 - WATER RIGHTS, CLAIMS OR TITLE TO WATER WHETHER OR NOT DISCLOSED BY THE PUBLIC RECORDS
 - EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: FOR UNDERGROUND WATER PIPELINES AND INCIDENTAL PURPOSES
RECORDING NO: BOOK 70, PAGE 205 OF MISCELLANEOUS
 - EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: FOR ROADWAY AND INCIDENTAL PURPOSES
RECORDING NO: BOOK 523, PAGE 367 OF DEEDS
 - EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: FOR WATER PIPELINE AND INCIDENTAL PURPOSES
RECORDING NO: DOCKET 1828, PAGE 521
 - EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: FOR INGRESS, EGRESS AND INCIDENTAL PURPOSES
RECORDING NO: DOCKET 5672, PAGE 224
AND RECORDED AS DOCKET 6108, PAGE 212
 - EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: FOR INGRESS, EGRESS AND INCIDENTAL PURPOSES
RECORDING NO: DOCKET 7135, PAGE 293
 - EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: FOR ELECTRICAL, TELECOMMUNICATION FACILITIES AND INCIDENTAL PURPOSES
RECORDING DATE: SEPTEMBER 30, 2005
RECORDING NO: 2005-1453826 OF OFFICIAL RECORDS
 - AFFECTS: PARCEL NO. 1
MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
- ENTITLED: ORDINANCE NUMBER 673 (AN ORDINANCE OF THE TOWN OF PARADISE VALLEY, ARIZONA, REZONING FROM SUP(REPORT)TO SUP (REPORT #12-8) AND AMENDING AN EXISTING SPECIAL USE PERMIT FOR COTTONWOODS RESORT AN APPROXIMATE 22.5 ACRE PROPERTY LOCATED AT 6160 NORTH SCOTTSDALE ROAD)
DATED: MAY 22, 2014
EXECUTED BY: THE TOWN OF PARADISE VALLEY PLANNING COMMISSIONS
RECORDING DATE: MAY 29, 2014
RECORDING NO: 2014-347407 OF OFFICIAL RECORDS
- REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: SOUTHWEST GAS CORPORATION, A CALIFORNIA CORPORATION
PURPOSE: THE INSTALLATION AND MAINTENANCE OF A NATURAL GAS PIPELINE OR PIPELINES AND APPURTENANCES
RECORDING DATE: FEBRUARY 11, 2016
RECORDING NO: 2016-88717 OF OFFICIAL RECORDS
AFFECTS: A PORTION OF SAID LAND.
- ANY RIGHTS OF THE PARTIES IN POSSESSION OF A PORTION OF, OR ALL OF, SAID LAND, WHICH RIGHTS ARE NOT DISCLOSED BY THE PUBLIC RECORDS.
- MATTERS WHICH MAY BE DISCLOSED BY AN INSPECTION AND/OR BY A CORRECT ALTA/NSPS LAND TITLE SURVEY OF SAID LAND THAT IS SATISFACTORY TO THE COMPANY, AND/OR BY INQUIRY OF THE PARTIES IN POSSESSION THEREOF.
○ = INDICATES SCHEDULE B ITEM SHOWN ON THIS SHEET.
○ = INDICATES SCHEDULE B ITEM "NOT PLOTTABLE" - BUT AFFECTS THE PROPERTY
△ = INDICATES SCHEDULE B ITEM THAT DOES NOT AFFECT THE PROPERTY

FLOOD ZONE CERTIFICATION

BASED ON FLOOD INSURANCE RATE MAP NO. 04013C1770M, PANEL 1770 OF 4425, DATED SEPTEMBER 18, 2020, THE PROPERTY LIES IN ZONE "X". ZONE "X" IS DESCRIBED AS 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE.

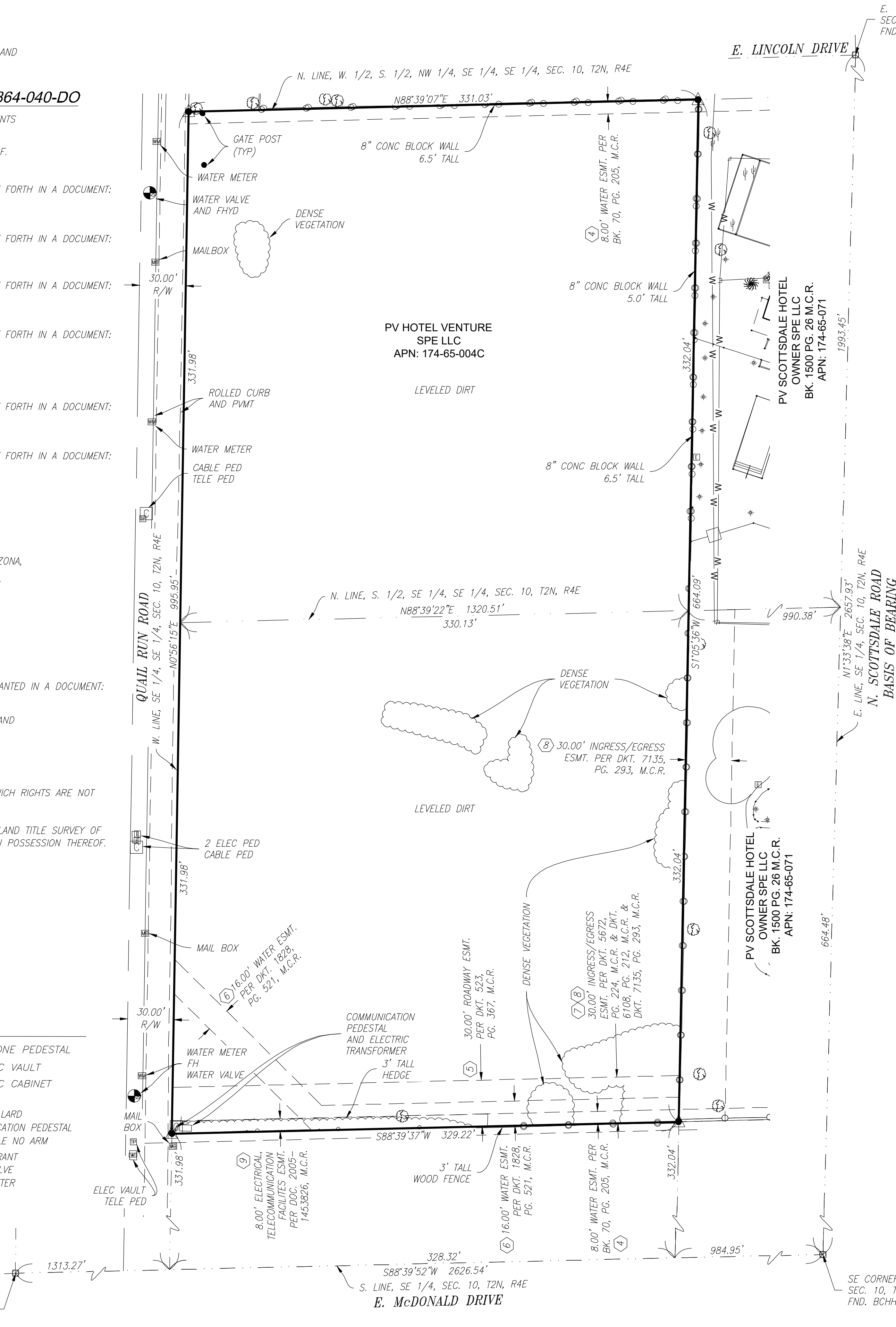
LEGEND

- = SECTION LINE
— = PROPERTY LINE
--- = EXISTING EASEMENTS AS NOTED
— = CONCRETE BLOCKWALL
— W = WATER LINE
BCHH = BRASS CAP IN HANDHOLE
FND = FOUND
M.C.R. = MARICOPA COUNTY RECORDER
BK. PG. = BOOK PAGE
DKT. = DOCKET
R/W = RIGHT-OF-WAY
○ = BRASS CAP HANDHOLE
○ = FOUND MONUMENT AS NOTED
● = SET REBAR W/CAP LS 41282
● = TREE
● = TREE
● = CACTUS

- TP = TELEPHONE PEDESTAL
VLT = ELECTRIC VAULT
E = ELECTRIC CABINET
MB = MAILBOX
● = POST/BOLLARD
● = COMMUNICATION PEDESTAL
● = LIGHT POLE NO ARM
● = FIRE HYDRANT
● = WATER VALVE
WM = WATER METER

ALTA / ACSM LAND TITLE SURVEY

PORTION OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



OWNER

PV HOTEL VENTURE SPE LLC
2929 ARCH ST.
PHILADELPHIA, PA. 19104

SURVEYOR

HUBBARD ENGINEERING
1201 S. ALMA SCHOOL RD. SUITE #12000
MESA, AZ 85210
PHONE: (480) 892-3313
FAX: (480) 892-7051
CONTACT: ADRIAN BURCHAM, PLS

REFERENCE DOCUMENTS

BK. 1500 PG. 26 M.C.R. "ANDAZ SCOTTSDALE LOT COMBINATION"

PARCEL ACREAGE

219,027 SQ. FT. OR 5.0282 AC. +/-

PARCEL ADDRESS

6041 N. QUAIL RUN RD.
PARADISE VALLEY, AZ. 85253

PARKING STALLS

NO PARKING SITE IS VACANT LAND

ZONING

R-43 PER MARICOPA COUNTY ASSESSOR SITE
ZONING REPORT NOT PROVIDED.

BASIS OF BEARING

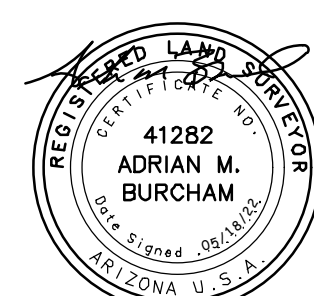
THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 4 EAST, BEING N01°33'38"E AS SHOWN HEREON.

SURVEYOR'S NOTES

- THIS SURVEY IS BASED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY NCS, COMMITMENT NO. 22000864-040-DO, EFFECTIVE DATE APRIL 19, 2022.
- IF A DISCREPANCY IS DISCOVERED IN THE TOPOGRAPHY OF THIS MAP, THE SURVEYOR MUST BE CONTACTED TO RESOLVE ANY ISSUES PRIOR TO ANY DESIGN OR CONSTRUCTION.
- THE LOCATION OF UNDERGROUND UTILITIES AS DEPICTED HEREON IS BASED ON RECOVERABLE FIELD LOCATED SURFACE FEATURES OF THOSE UTILITIES AND SHOULD BE CONSIDERED APPROXIMATE AND POSSIBLY INCOMPLETE. NO EXCAVATIONS WERE MADE TO LOCATE BURIED UTILITIES DURING THE PROGRESS OF OR FOR THE PURPOSE OF THIS SURVEY.
- THE WORD "CERTIFY" OR "CERTIFICATE" IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A GUARANTEE, EXPRESSED, OR IMPLIED. THE WORD "ENCROACHMENT" IS ALSO AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A GUARANTEE, EXPRESSED, OR IMPLIED. THE SURVEYOR DOES NOT HAVE PROPER AUTHORITY TO DETERMINE WHETHER OR NOT AN OBJECT IS OR IS NOT AN ENCROACHMENT AND CAN ONLY ATTEST TO THE LOCATION OF SAID OBJECT.
- UNLESS SHOWN AND LABELED ON SHEET 1, THIS SURVEYOR'S ANALYSIS HAS NOT IDENTIFIED ANY APPARENT ENCROACHMENTS.
- THIS SURVEY DEPICTS THE SAME PARCEL DESCRIBED IN THE LEGAL DESCRIPTION PROVIDED IN THE ABOVE REFERENCED TITLE REPORT.
- TABLE A ITEM #11. THIS IS AN ABOVE GROUND SURVEY. FIELD LOCATED VISIBLE SURFACE FEATURES OF EXISTING UTILITIES ARE SHOWN. UNDERGROUND UTILITIES SHOWN PER PROVIDED MAPS.
- TABLE A ITEM #15. THE TOPOGRAPHIC INFORMATION WAS COLLECTED UTILIZING GROUND SURVEY AND WAS NOT SUPPLEMENTED BY AERIAL MAPPING.
- TABLE A ITEM #16. THERE IS NO VISIBLE OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS
- TABLE A ITEM #17. NO FUTURE/PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINES WERE FOUND DURING THE RESEARCH OF THIS SURVEY. THERE IS NO VISIBLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
- TABLE "A" ITEM #19: HUBBARD CARRIES A \$2,000,000 PROFESSIONAL LIABILITY INSURANCE POLICY THROUGH LANDMARK AMERICAN INSURANCE COMPANY, POLICY# LHR84446. EXPIRES 10/21/22

SURVEYOR'S CERTIFICATION

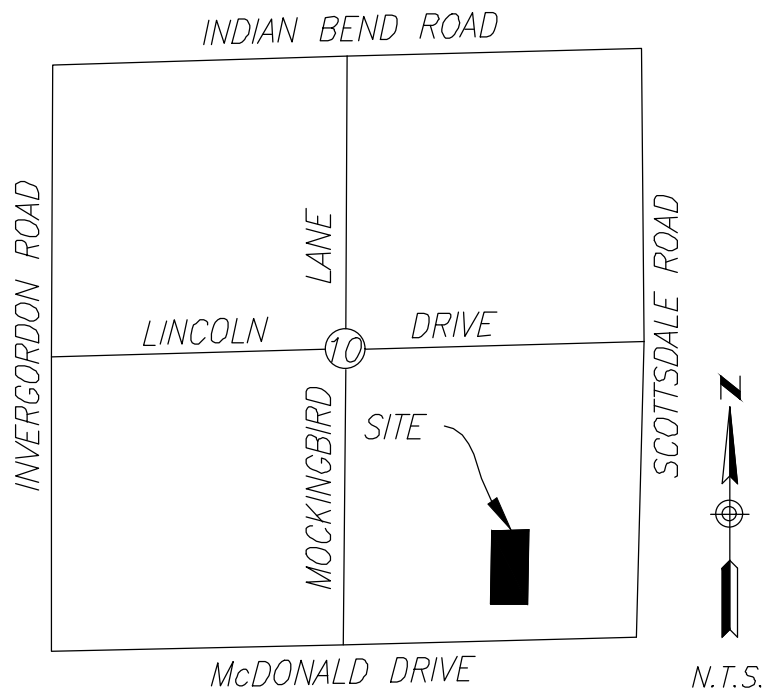
THE UNDERSIGNED HEREBY CERTIFIES TO PV HOTEL VENTURE SPE, LLC, A DELAWARE LIMITED LIABILITY COMPANY; AND COMMONWEALTH LAND TITLE INSURANCE COMPANY NCS, THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(A), 6(B) 7(A) (B1) (C), 8, 9, 11(a) 13, 14, 15, 16, 17, 18, & 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 04/29/22.



SIGNATURE
ADRIAN M. BURCHAM

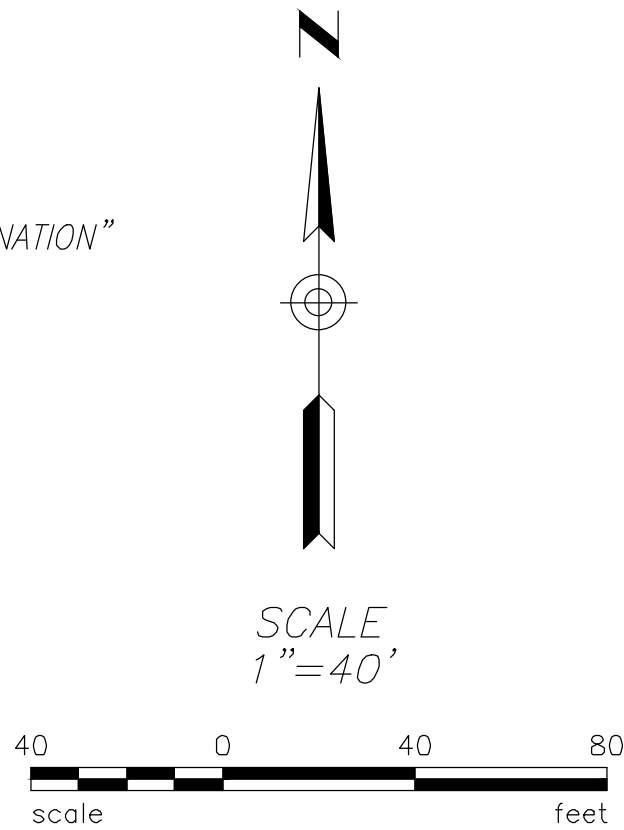
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REGISTRATION/LICENSE NO. 41282

DATE: 05/18/22



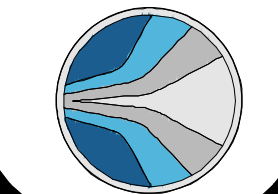
VICINITY MAP

T2N, R4E, SEC 10



1201 S. Alma School Rd.
Mesa, AZ 85210
Ph: 480.892.3313
www.hubbardengineering.com

HUBBARD
ENGINEERING



ANDAZ SCOTTSDALE RESORT ADJACENT
PROPERTY-ALTA/ACSM LAND TITLE SURVEY
Town of Paradise Valley,
Maricopa County, Arizona

Date
05/18/2022

Project No.
22121

Project Manager
ADRIAN BURCHAM

Shet: 1 of 1

A N *d* A Z

SIGN PACKAGE
PREPARED BY:



1205 N. Miller Road
Tempe, AZ 85281
480.966.6565 / 480.966.5668 (f)
signs@airparksigns.com

ELECTRICAL ROOM
NENTRENTTE BOOT

G114

STUDIO UTILITY
NENTRENTTE BOOT

B103

STUDIO KITCHEN
NENTRENTTE BOOT

B106

MECHANICAL ROOM
NENTRENTTE BOOT

QTY: 4 C100 / C105 / C110 / C112

DRY STORAGE
NENTRENTTE BOOT

F100

TURQUOISE KITCHEN
NENTRENTTE BOOT

QTY: 2 F106C / F106A

scale: 3" = 1'-0"

ENGINEERING SHOP
NENTRENTTE BOOT

G001A

AUDIO VISUAL
NENTRENTTE BOOT

G114

LOOM KITCHEN
NENTRENTTE BOOT

C108

ANDAZ STAFF
NENTRENTTE BOOT

G004B AT BASE OF STAIR

SHIPPING &
RECEIVING
NENTRENTTE BOOT

A110

scale: 3" = 1'-0"

MECHANICAL
EQUIPMENT ROOM
NENTRENTTE BOOT

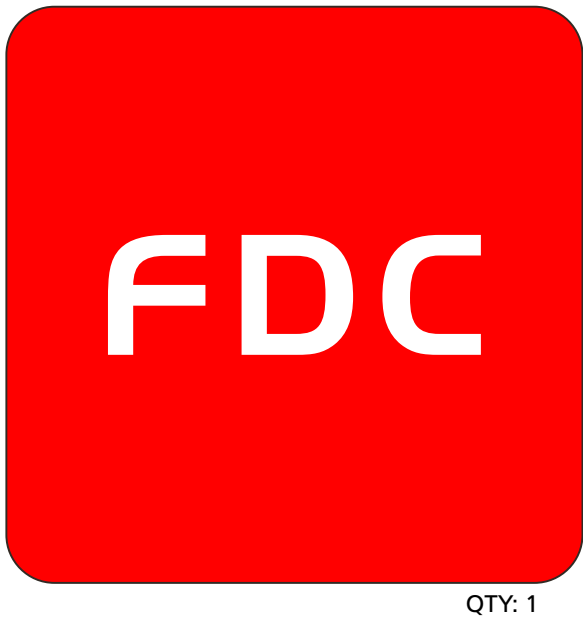
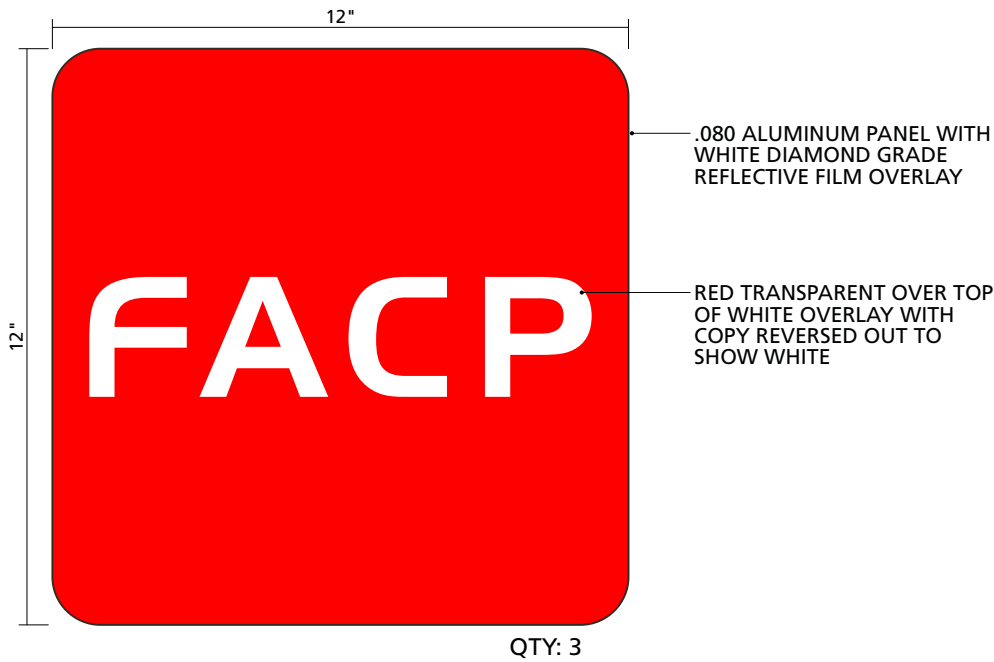
F103

HOUSEKEEPING
NENTRENTTE BOOT

QTY: 5

ICE/WATER
NENTRENTTE BOOT

QTY: 5



CODE SIGNAGE

scale: 3" = 1'-0"



Gretchen Wilde, owner / designer
1205 N. Miller Road
Tempe, AZ 85281
480.966.6565 / 480.966.5668 (f)
signs@airparksigns.com



7150 East Rose Lane, Paradise Valley, Arizona

NOTES:
Revised 08/25/16 -clk

Approved By: Date:

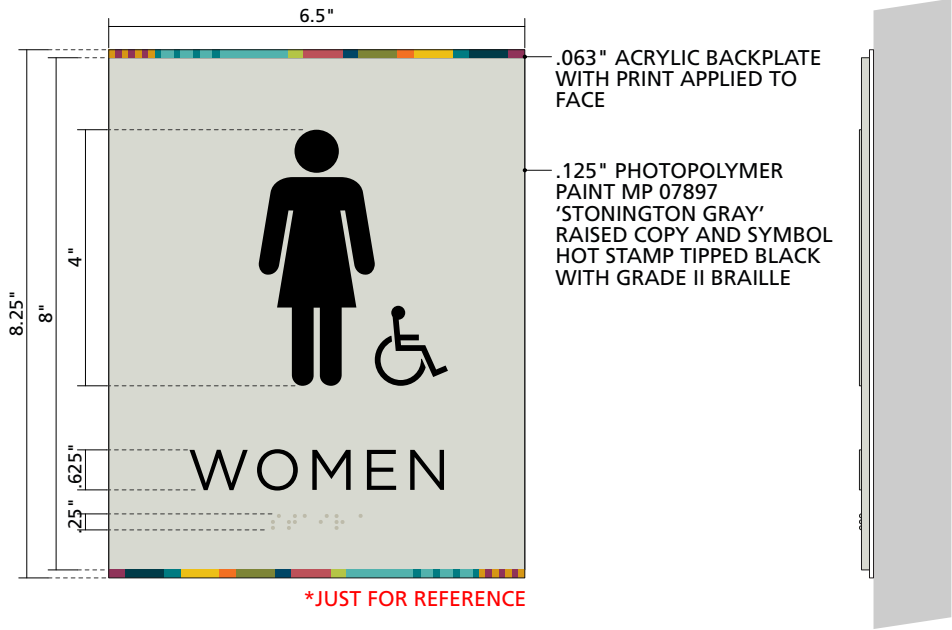
ab
gw

Andaz

Exterior Room ID 060116

06-01-16

1 / 1
PAGE



FOH RESTROOM ID

scale: 4" = 1'-0"



D102

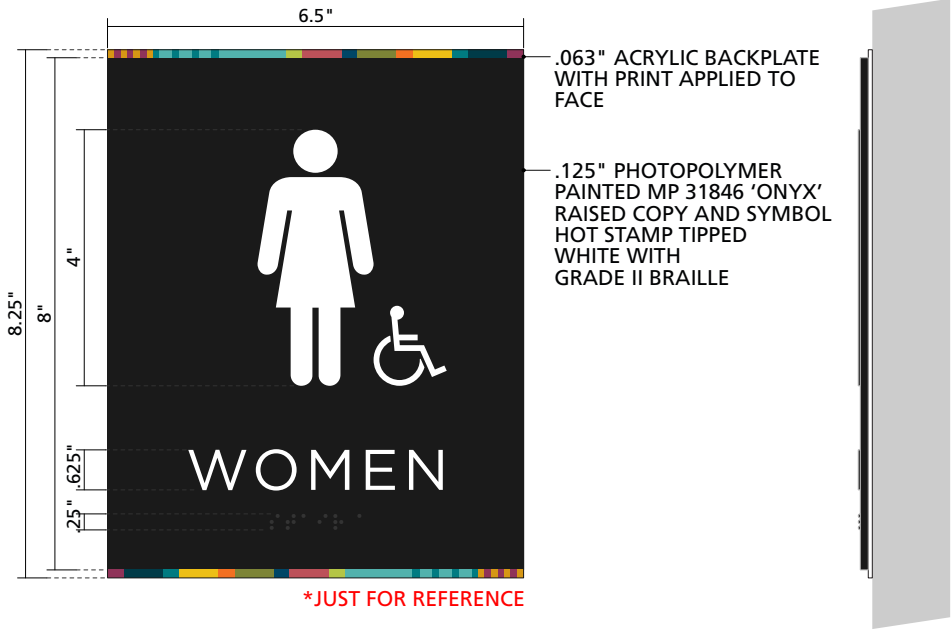


D103



D105

scale: 3" = 1'-0"



BOH RESTROOM / STAIR ID

scale: 4" = 1'-0"



G048



QTY: 4 G020 / G014 / A123 / A120

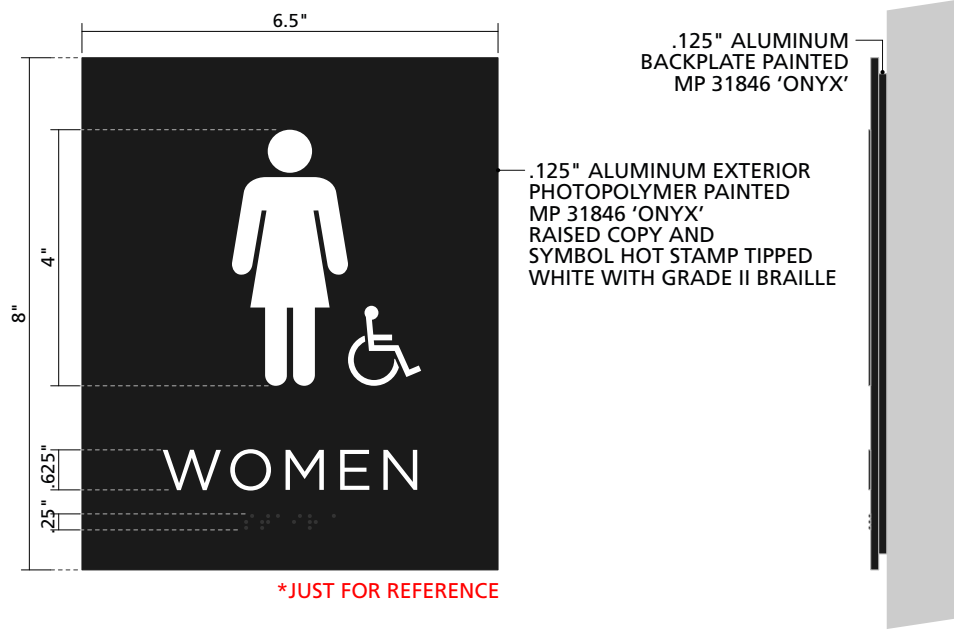


A006



A005

scale: 3" = 1'-0"



EXTERIOR RESTROOM

scale: 4" = 1'-0"



QTY: 4 B105 / F102 / C103 / G109

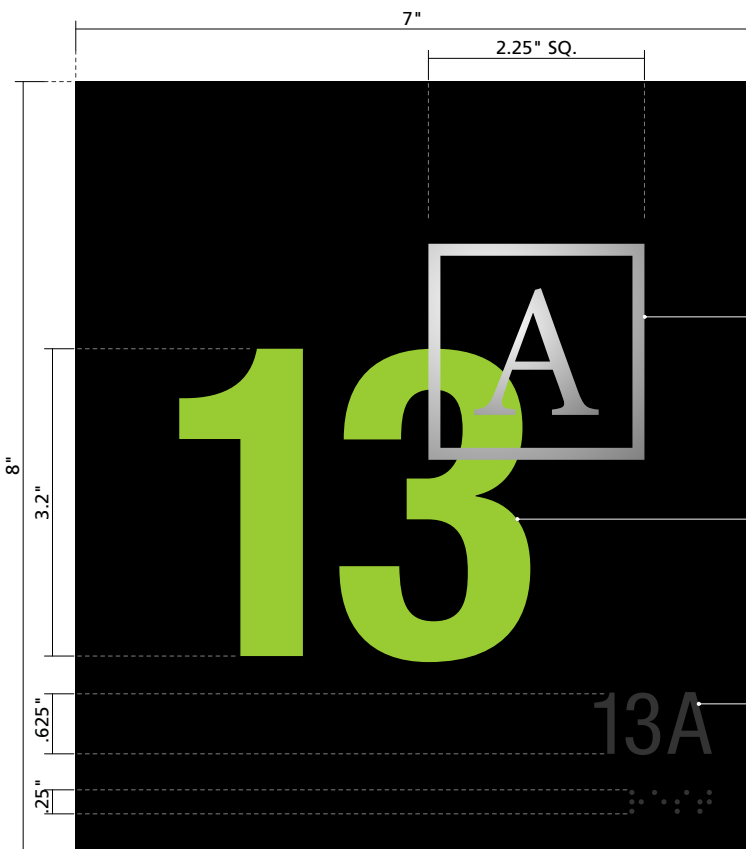


QTY: 4 B102 / F101 / C102 / G110



G111

scale: 3" = 1'-0"



.125" ALUMINUM
PAINTED BLACK
*STUD MOUNTED BELOW
SCONCE. BRAILLE TO BE
BETWEEN 48" & 60" AFF

.25" FCO ACRYLIC
PAINTED BRUSHED
ALUMINUM

STENCIL PAINTED
NUMBER TO MATCH
ESTABLISHED BUILDING
COLOR

.032" RAISED DIRECT
PRINTED BLACK
NUMBER AND GRADE
II BRAILLE

SUITE NUMBER

scale: 6" = 1'-0"



.125" ALUMINUM
PAINTED BLACK
*STUD MOUNTED TO
WALL. BRAILLE TO BE
BETWEEN 48" & 60" AFF

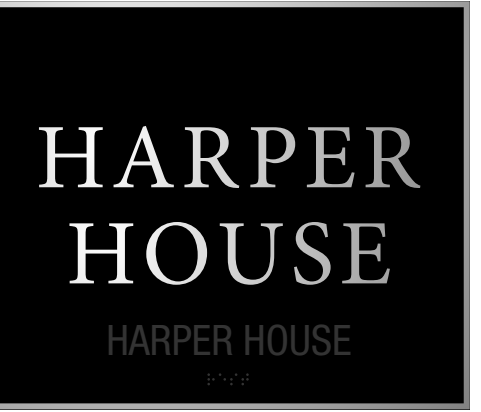
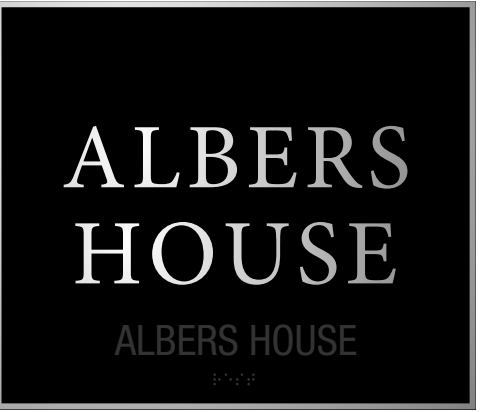
.25" FCO ACRYLIC
PAINTED BRUSHED
ALUMINUM

.25" FCO ACRYLIC
PAINTED BRUSHED
ALUMINUM

.032" RAISED DIRECT
PRINTED BLACK
NUMBER AND GRADE
II BRAILLE

SUITE NAME

scale: 6" = 1'-0"



scale: 3" = 1'-0"



Gretchen Wilde, owner / designer
1205 N. Miller Road
Tempe, AZ 85281
480.966.6565 / 480.966.5668 (f)
signs@airparksigns.com

ANDAZ

7150 East Rose Lane, Paradise Valley, Arizona

NOTES: Updated 06/07/16 ab

Approved By:

Date:

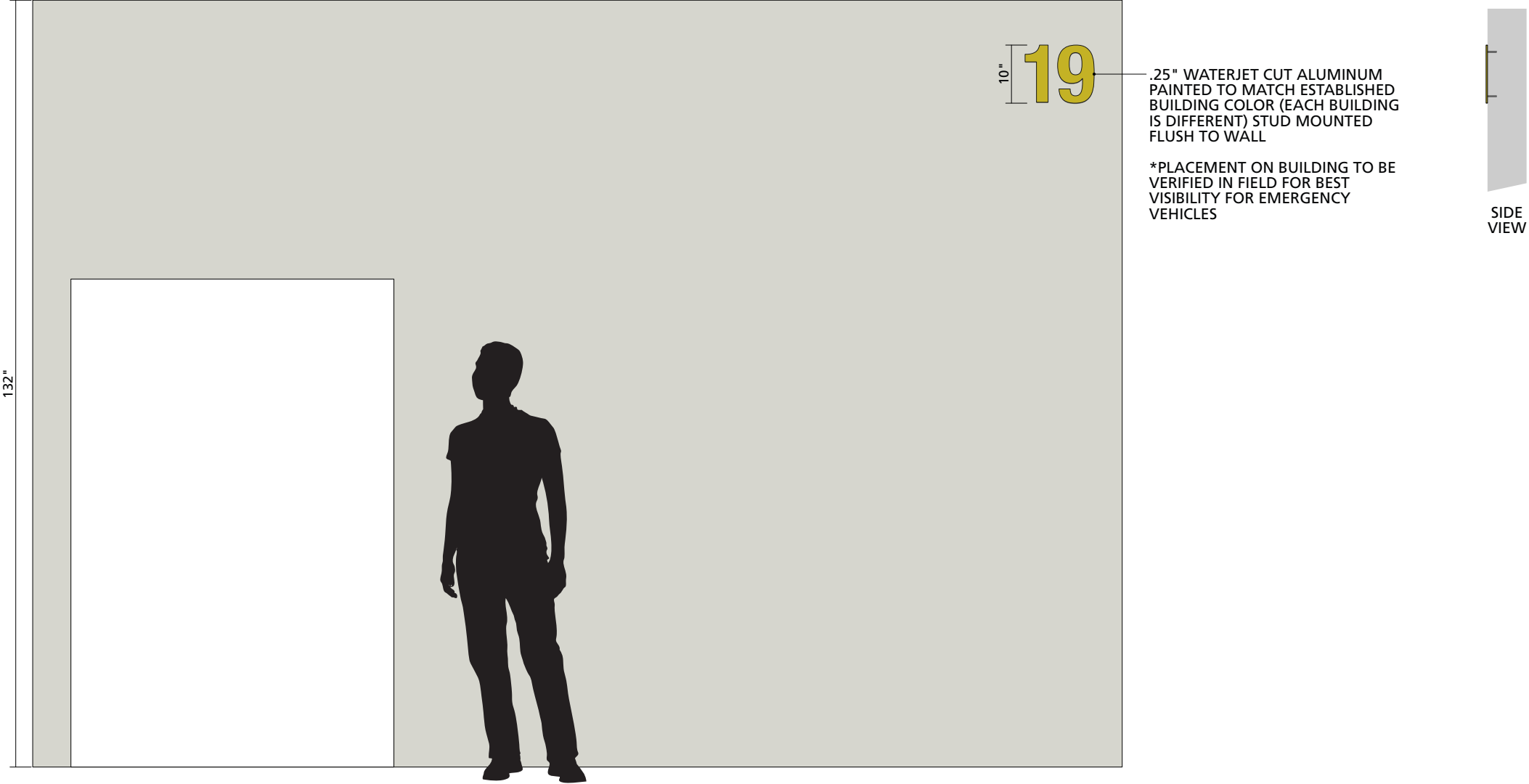
trc
gw

Andaz

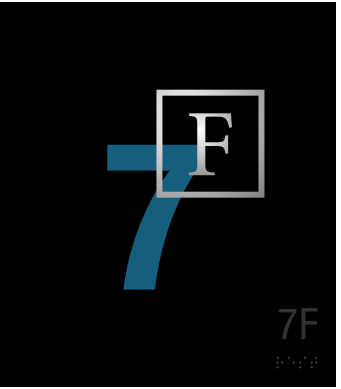
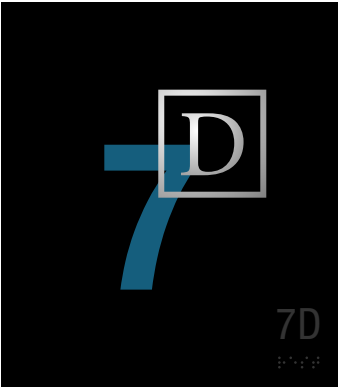
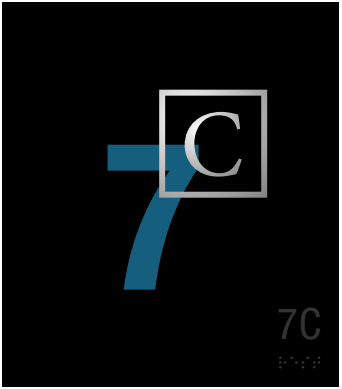
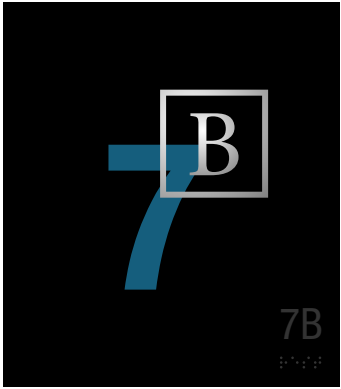
05-04-16

Suite Signage 050416

1 / 1
PAGE



BUILDING ADDRESSING
scale: .5" = 1'-0"



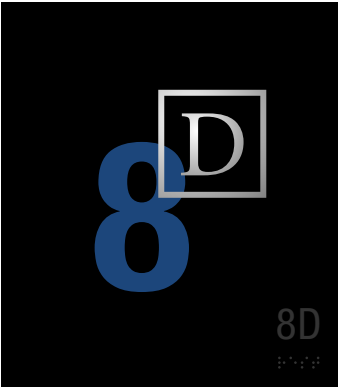
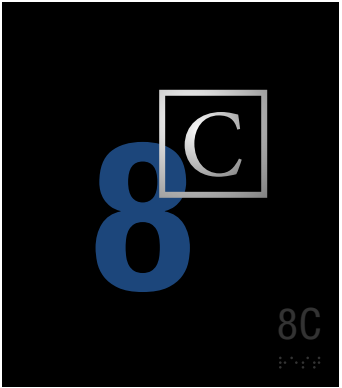
CASITA 7 | MP 00017 MONSERRAT BLUE

scale: 3" = 1'-0"



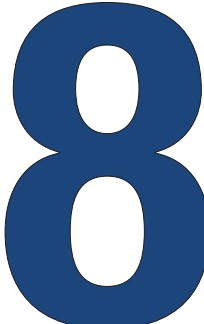
BLDG. # | MP 00017 MONSERRAT BLUE

scale: 2" = 1'-0"



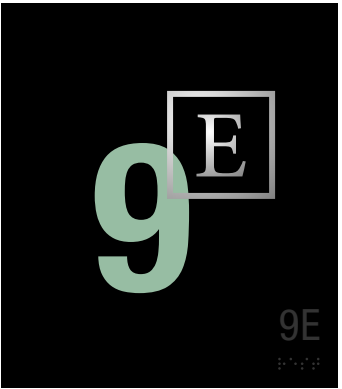
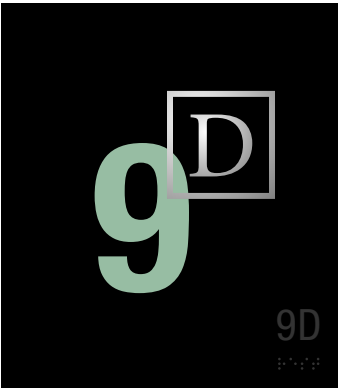
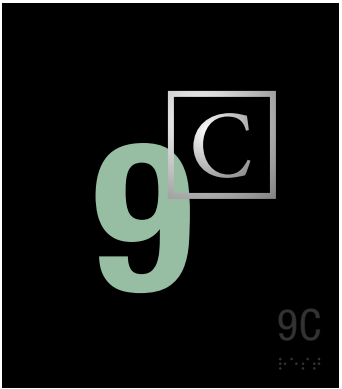
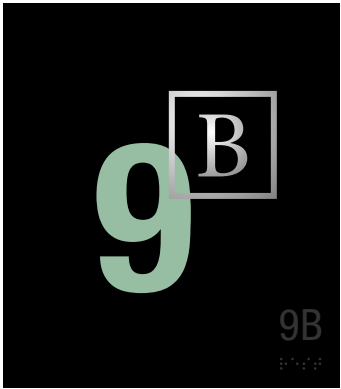
CASITA 8 | MP 09460 BLUE COLLAR

scale: 3" = 1'-0"



BLDG. # | MP 09460 BLUE COLLAR

scale: 2" = 1'-0"



CASITA 9 | MP 13831 GREENFOAM

scale: 3" = 1'-0"



BUILDING # | MP 13831 GREENFOAM

scale: 2" = 1'-0"



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signs@airparksigns.com

ANDAZ

7150 East Rose Lane, Paradise Valley, Arizona

NOTES:

Approved By:

Date:

ab

gw

Andaz

06-06-16

Suite Signage 050416

3 / 12
PAGE



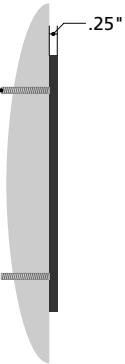
NUMBERS TO ALIGN
WITH BEAM

29"

7150

LOCATION ELEVATION

STUD MOUNTED
FLUSH TO WALL.



8"

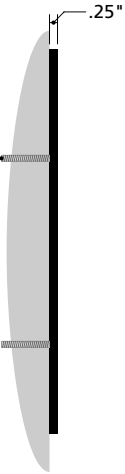
7150

.25" THICK FLAT CUT OUT ALUMINUM ADDRESS NUMBERS.
PAINTED MP 31846 'ONYX' AND STUD MOUNTED FLUSH.

BUILDING MOUNTED ADDRESS NUMBERS

scale: 2" = 1'-0"

STUD MOUNTED
FLUSH TO WALL.



12"

6114

.25" THICK FLAT CUT OUT ALUMINUM ADDRESS NUMBERS.
PAINTED MP 31846 'ONYX' AND STUD MOUNTED FLUSH.

BUILDING MOUNTED ADDRESS NUMBERS

scale: 2" = 1'-0"



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ANDAZ
Scottsdale, Arizona

NOTES: Updated 01/07/16 ab, Revised 08/25/16 -clk, Updated paint color 09/01/16 ab

Approved By:

Date:

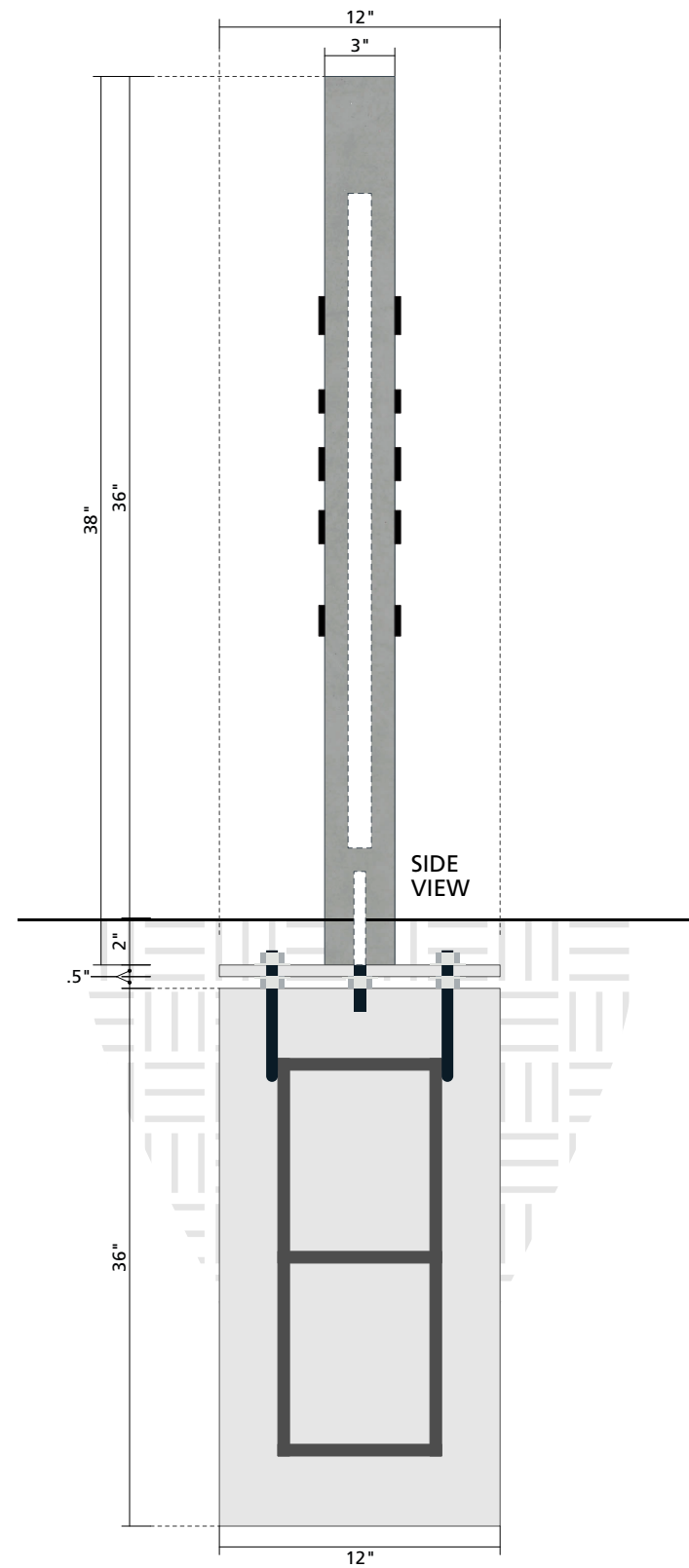
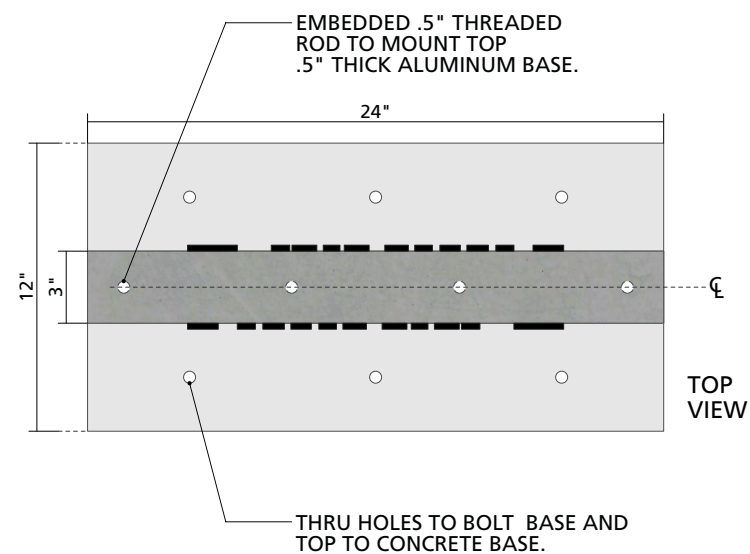
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Andaz

Address Numbers 071416

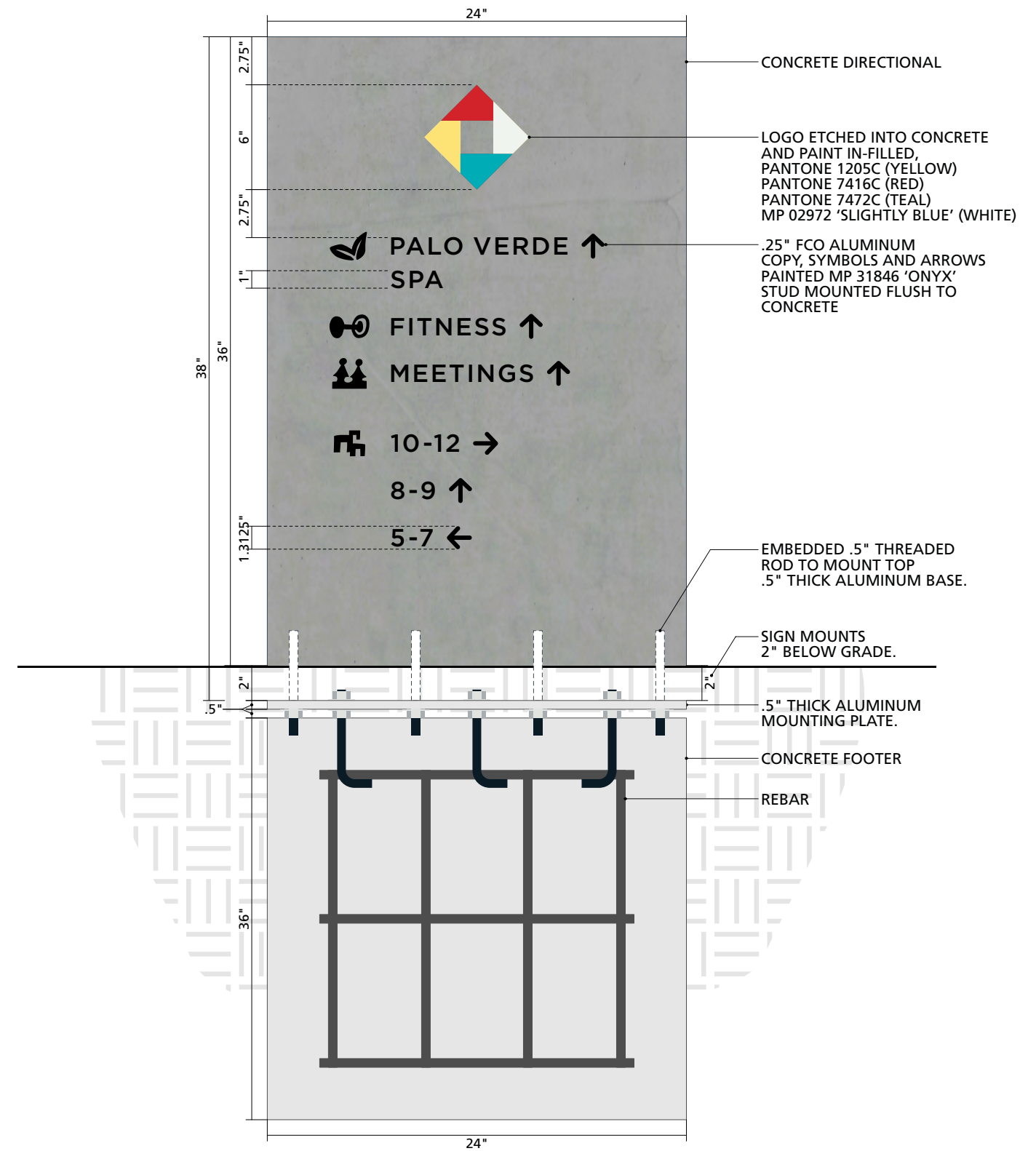
09-01-16

1 / 1
PAGE



CONCRETE DIRECTIONAL FOOTING

scale: 1.5" = 1'-0"



20"

37.5"

24"

ANdAZ

POOL RULES

- Warning - NO LIFEGUARD ON DUTY, Swim at your own risk.
- An illustrated diagram of artificial respiration procedures and a telephone is located at the...(location TBD)
- In the event of an emergency dial 5000.
- Persons with sore or inflamed eyes, colds, nasal or ear discharges, boils or other acute or obvious skin or body infections, or cuts shall be excluded from the pool.
- No glass allowed within the pool area.
- No animals allowed except for service animals.
- No drinks, candy, tobacco, popcorn, gum, alcohol, or food of any kind shall be permitted in the pool.
- Keep gate(s) closed - do not prop open.
- Shower and use the toilet before entering the pool.
- If incontinent, wear tight fitting rubber or plastic pants or a swim diaper.
- Hours of pool operation are from 6 a.m. To 11 p.m.
- Pool is for use by Registered Hotel Guests Only.
- Children under the age of 14 should not use pool without an adult in attendance.
- Pool depth is TBD feet.
- No running, horseplay or ball playing allowed.
- Electrical appliances or radios are not permitted in the pool area.
- Do not leave valuables unattended at poolside.
Hotel is not responsible for loss, damage, or theft of such items.
- Maximum pool occupancy is 000
- Observe all safety regulations.

.125" ALUMINUM PANEL PAINTED MP 31846 'ONYX' WITH WHITE SILK SCREEN COPY AND PRINTED VINYL LOGO ON FACE

QTY: 2

20"

4"

24"

CAUTION

SHALLOW

WATER

NO DIVING

.125" ALUMINUM PANEL PAINTED MP 31846 'ONYX' WITH WHITE SILK SCREEN COPY

QTY: 2


POOL RULES

scale: 1" = 1'-0"


<div><div><div>AIRPARK</div><div>SIGNS & GRAPHICS</div></div><div><div>Gretchen Wilde, owner / designer</div><div>1205 N. Miller Road</div><div>Tempe, AZ 85281</div><div>480.966.6565 / 480.966.5668 (f)</div><div>signs@airparksigns.com</div></div></div> <div><div>ANdAZ</div><div>7150 East Rose Lane, Paradise Valley, Arizona</div></div> <div><div>NOTES:</div><div><div>Approved By:</div><div>Date:</div></div></div> <div><div>ab</div><div>gw</div></div> <div><div>Andaz</div><div>Pool Rules 060116</div></div> <div><div>06-01-16</div><div>1 / 1</div><div>PAGE</div></div>

All specified details on these drawings are subject to change due to the availability of materials and/or changes in the method of fabrication. Airpark signs & graphics will do their best to maintain the designs intent of these drawings at all times. If the owner or owners' s representative wishes to receive detail drawings on all changes during the fabrication process, airpark signs & graphics must be advised in writing prior to the start of fabrication. This is an original unpublished drawing created by airpark signs and graphics. It is submitted for your personal use in connection with a proposed project being planned for you by airpark signs and graphics. It is not to be reproduced, copied, photographed, exhibited or used in any fashion without expressed written approval of airpark signs and graphics.

57

3^{FT} 

3^{FT} 6^{IN} 

4.375" 4^{FT}  SANDBLAST MASK
PAINT FILLED BLACK

4^{FT} 6^{IN} 

4^{FT} 3^{IN} 

POOL DEPTH MARKERS

scale: 3" = 1'-0"



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ANDAZ
Scottsdale, Arizona

NOTES:

Approved By:

Date:

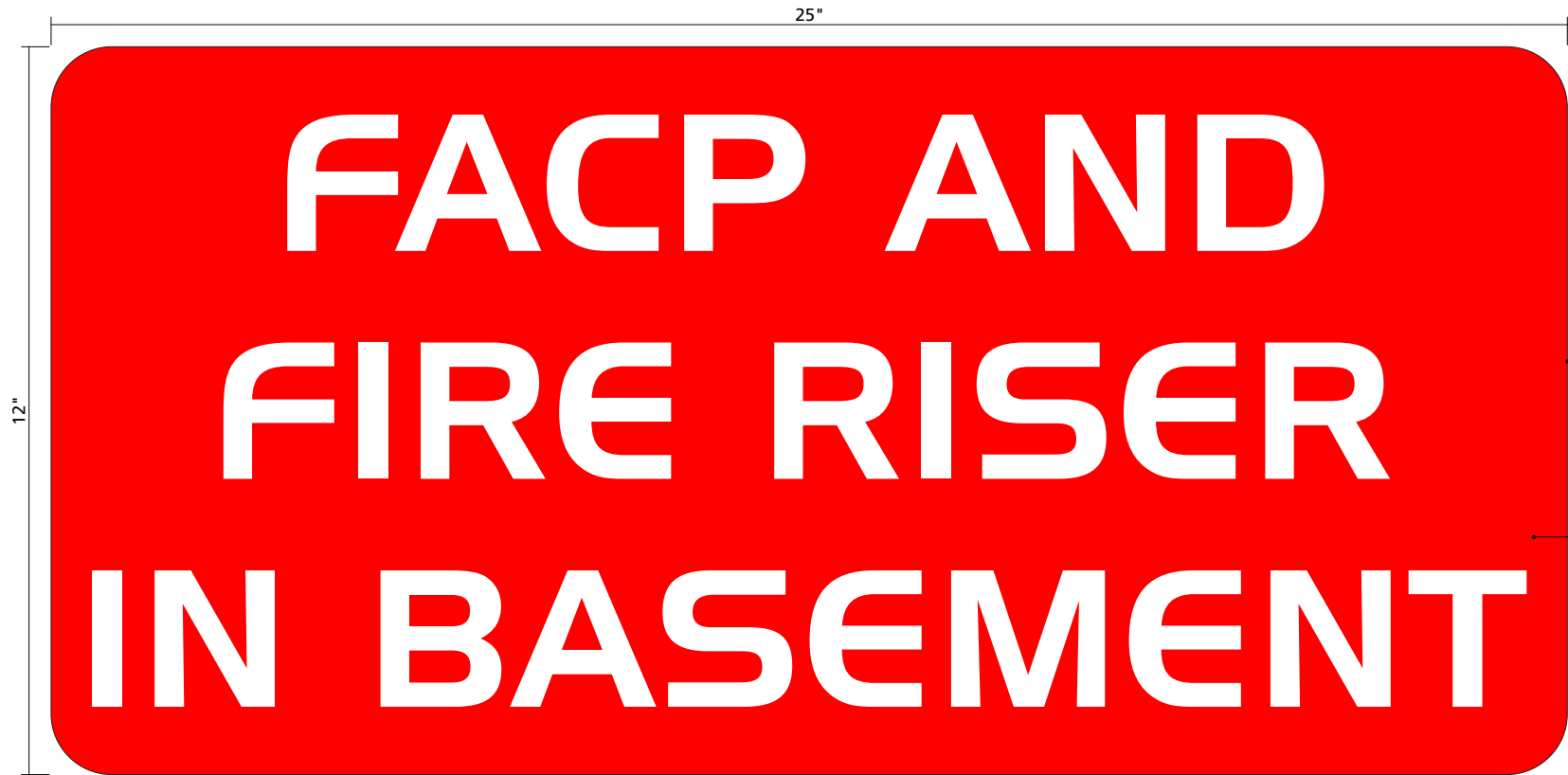
ab
gw

Andaz

12-06-16

Pool Depth Markers 120616

1 / 1
PAGE



.080 ALUMINUM PANEL
WITH WHITE DIAMOND GRADE
REFLECTIVE FILM OVERLAY

RED TRANSPARENT OVER TOP
OF WHITE OVERLAY WITH COPY
REVERSED OUT TO SHOW WHITE



REGULATORY FIRE SIGNS
scale: 3" = 1'-0"

 <div><div>Gretchen Wilde, owner / designer</div><div>1205 N. Miller Road</div><div>Tempe, AZ 85281</div><div>480.966.6565 / 480.966.5668 (f)</div><div>signs@airparksigns.com</div></div>	<div>ANDAZ</div> <div>Scottsdale, Arizona</div>	NOTES:	ab gw	Andaz	12-30-16
					Regulatory Fire Signs 120316

Andaz Resort
-Statement of Direction (SOD)-
Comparison & Consideration Points
September 8, 2022
Town Council Work Session

Below is an initial list of points for Council consideration for its SOD on the Andaz Resort Intermediate Special Use Permit amendment application to incorporate 6041 N Quail Run Rd (a 5-acre parcel) into the resort and develop 10 new luxury guest units with private pools, a new service building, and a new perimeter wall to enclose this area. Edits and/or additional points may be discussed and considered.

Red highlighted text indicates where not meeting guidelines.

No.	Topic	SUP Guideline - Town Code - Town Policy - General Plan	Proposed by Applicant
1	Heights	<p><u>SUP Guidelines:</u> 36' – Principal Structures (guest registration, admin offices, and guest units).</p> <p>24' - Accessory Structures</p> <p>18' – Service Structures</p> <p><u>SUP Guidelines:</u> Open Space Criteria starting at 16' height at 20' setback in which height increases via 20-degree slope</p> <p><u>Article XXIV Zoning Ordinance Walls & Fences</u></p> <p>8' Adjoining Residential</p> <p>6' Adjoining Non-Residential</p>	<p><u>Guest Units</u> 14' from LNG</p> <p><u>Guest Unit Car Ports</u> 9' from LNG</p> <p><u>Service Building</u> 12' from LNG</p> <p><u>Guest Units, Car Ports, & Service Building:</u> 9' to 14' tall at 40' setback</p> <p>8' South Fence</p> <p>6' West Fence and Interior Fence Walls</p>
2	Setbacks	<p><u>SUP Guidelines (from Residential):</u> 100' – Principal Structures</p> <p>60' - Accessory Structures</p>	<p><u>Guest Units</u> 100' from Neighbor to South</p> <p>N/A</p>

		100' – Service Structures	<u>Service Building</u> 250' (+/-) from Neighbor to South
		<u>SUP Guidelines (from Street or Non-Residential):</u> 100' – Principal Structures	<u>Guest Units</u> 40' from Quail Run Rd (Post Dedication)
		40' - Accessory Structures	N/A
		65' – Service Structures	<u>Service Building</u> 250' (+/-) from Quail Run Rd (Post Dedication)
		<u>Article XXIV Zoning Ordinance Walls & Fences</u>	<u>Fence Walls</u>
		40' – Front Yard	N/A
		20' – Straight along Side/Rear with Street	N/A
		15' – Meandering along Side/Rear with Street	0' to 14' along Quail Run Rd (Post Dedication)
		0' – Side/Rear with Neighbor	0' from Neighbor to South
		<u>SUP Guidelines:</u> 40' – Interior Drives/Drive Aisles	<u>Drive Aisle</u> 150' (+/-) from South PL 130' (+/-) from West PL
		<u>SUP Guidelines (Landscape Buffers):</u> 40' – Adjoining Residential 30' – Adjoining Local Street	<u>Landscape Areas</u> 100' from South PL 25' (Landscaping the dedicated portion of Right-of-Way (ROW))

		<u>Article V Zoning Ordinance</u> <u>R-43/R-10 Zoning Districts:</u> 40' (R43) & 7' (R10) – Front 20' (R43) & 7' (R10) – Side/Rear	<u>Pools for Guest Units</u> N/A 20' Rear
3	Lot Coverage	<u>SUP Guidelines:</u> 25% Lot Coverage 60% Impervious Surface 40% Open Space 1 guest unit per 4,000 sq ft = 295 maximum guest units	14.36% Existing 14.65% Proposed TBD. Additional Info Needed for Planning Commission Review 201 per SUP 185 Existing 195 Proposed
4	Lighting	<u>SUP Guidelines:</u> Light source/bulb hooded and shielded so not visible from adjacent properties Up lighting - 300 lumens Pole lights: <ul style="list-style-type: none"> ○ 16' Max Height ○ 16' Setback (height of pole determines setback) 5.0-foot candles – Interior Driveways 5.0-foot candles – Service Bldgs 3.0-foot candles – Other Structures 5.0-foot candles – Pool Areas	Light source shielded and/or recessed into hood of fixture 955 lumens (Fixture AA2) 14' Tall 200' (+/-) 0-foot candles at west and south property lines (PL) 0-foot candles at west and south property lines 0-foot candles at west and south property lines 0-foot candles at west and south property lines

		<p>Outdoor Lighting in Setback Area:</p> <ul style="list-style-type: none"> ○ 0.5-foot candle ○ 3' (or 36") height limit <p>Building lighting (no guidelines)</p>	<p>0-foot candles at west and south property lines (PL)</p> <p>17" to 36" path and landscape lights</p> <p>7'6" Guest Unit Sconces</p>
5	Parking & Circulation	<p><u>SUP Guidelines:</u></p> <p>1.2 parking spaces per guest unit</p> <p>1.0 parking spaces per 300 sq ft of office and service establishment</p> <p>Parking & driveway areas situated to prevent lights shining onto adjacent residential properties</p> <p>Parking and driveway areas within 200' of residential to be screened with 3' tall wall or landscape berm</p> <p>No loading trucks, truck parking, trash containers within 100' of residential property</p>	<p>278 Parking Space Existing</p> <p>2 Car – Carports with Each Unit</p> <p>298 Parking Spaces (including new Carports)</p> <p>278 Parking Space Existing</p> <p>298 Parking Areas (Including new Carports)</p> <p>8' tall fence at south property line and 6' tall fence along west property line (PL)</p> <p>6' tall fence along west property line and 8' tall fence at south property line (PL)</p> <p>6' tall fence along west property line and 8' tall fence at south property line</p> <p>Daily trash pick-up via housekeeping</p> <p>No dumpster or trash trucks in this area</p>

6	Traffic	<p><u>General Plan Policy LU 6.2 relates to traffic:</u></p> <p>LU 6.2 - Town shall require that proposals for revitalization and improvement of SUP properties include community impact assessments that address beneficial as well as adverse project impacts, including but not limited to noise, traffic, parking, open space or mountain views, and light pollution</p> <p>Policy 77 (which incorporates the 2012 General Plan Street Cross Sections and Details until the Town's Engineering Design Standards Manual is completed) identifies a local street with 18' of pavement plus ribbon curb.</p>	<p>New guest units accessed from main entrance on Scottsdale Rd (No Quail Run Rd access).</p> <p>Trip Generation report states that improvements will generate less trips than the current residential land use</p> <p>Applicant proposed to dedicate and landscape 25' of Quail Run Rd similar to the existing ROW to the north that adjoins the resort. Town Engineer recommends 18' of pavement with ribbon curb.</p>
7	Signs	<p><u>SUP Guidelines:</u></p> <p>ID/Monument Signs on Arterial Street:</p> <ul style="list-style-type: none"> ○ 8' tall ○ 40 sq ft aggregate size ○ Placed at resort entrance <p>ID/Monument Signs on Other Street:</p> <ul style="list-style-type: none"> ○ 4' tall ○ 32 sq ft aggregate size ○ Placed at resort entrance <p>Traffic & Directional Signs:</p> <ul style="list-style-type: none"> ○ 5' tall ○ 12 sq ft aggregate size 	<p>N/A</p> <p>N/A</p> <p>3' tall 6 sq ft</p>

		<p>Building Signs:</p> <ul style="list-style-type: none"> ○ Not addressed in SUP Guidelines ○ Deferred to Fire/Bldg Codes <p>No moving or animated signs</p> <p><u>Article XXV Zoning Ordinance (Signs):</u></p> <p>Light source/bulb to be shielded so bulb not visible from off property</p> <p>0.75- foot candles at property line for Internally illuminated</p> <p>3000K for external illumination</p>	<p>Varies from 10"x10" to 8"x29"</p> <p>None</p> <p>TBD. Additional Info Needed for Planning Commission Review</p> <p>0-foot candles at west and south property lines (PL) per photometric</p> <p>TBD. Additional Info Needed for Planning Commission Review</p>
8	Uses	<p><u>Section 1102.2 of the Zoning Ordinance identifies allowable uses for a resort:</u></p> <ul style="list-style-type: none"> ○ Guest Units ○ Indoor/outdoor recreational facilities ○ Retail Sales ○ Office & Business Services ○ Restaurants/Food Services ○ Meeting Spaces ○ Dwelling Units 	<p>Applicant is maintaining the resort use of guest units. Adding 10 more luxury guest units. Increasing key count to 195 but below 201 approved keys per SUP.</p> <p>Each guest unit will have a private pool.</p> <p>Adding new service building to service existing event area and new guest units.</p>
9	Landscaping	<p><u>General Plan LU 3.2.</u></p> <p>Town shall require redevelopment within SUP properties to provide necessary mitigation through context and scale, architectural design, setbacks, sound moderation, resort property programming, and landscape buffering</p>	<p>Using similar landscaping that's currently on campus and in ROW</p> <p>Planning Commission to evaluate if Quail Run dedication should be landscaped or paved</p>

10	Context Appropriate Design	<p><u>General Plan Policies LU 6.5 and CC&H 2.2 relate to context appropriate design:</u></p> <p>LU 6.5 - Town shall encourage context-appropriate and responsive building design and site planning on SUP properties that mitigates scale of larger buildings through careful use of building massing, setbacks, facade articulation, fenestration, varied parapets and roof planes, and pedestrian-scaled architectural details</p> <p>CC&H 2.2 - Town shall encourage building design that respects and responds to local context, massing and scale, including use of energy saving and sustainable materials where feasible, responsiveness to the Sonoran Desert climate, and consideration of the cultural and historic context of the Town of PV neighborhoods</p>	<p>New guest units, carports, and service building are single story and vary in height from 9' tall to 14' tall and meet recommended height limits</p>
11	Traffic	<p><u>General Plan Policy LU 6.2 relates to traffic:</u></p> <p>LU 6.2 - Town shall require that proposals for revitalization and improvement of SUP properties include community impact assessments that address beneficial as well as adverse project impacts, including but not limited to</p>	<p>New guest units accessed from main entrance on Scottsdale Rd (No Quail Run Rd access).</p> <p>Trip Generation report states that improvements will generate less trips than the current residential land use</p>

		noise, traffic, parking, open space or mountain views, and light pollution	
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Andaz Resort -Statement of Direction- September 8, 2022

Andaz Resort submitted an Intermediate Special Use Permit (SUP) application to incorporate 6041 N Quail Run Rd (an adjoining 5-acre parcel) into the resort and develop 10 new luxury guest units with private pools, a new service building, and new perimeter walls to enclose this area. The last major SUP amendment was to renovate the resort in 2014; which approved approximately 141,000 square feet of building area and 201 keys (and the current build out has approximately 139,000 square feet of building area and 185 keys). The proposed improvements will add 34,809 square feet of building space, increase the net lot size to 27.16 acres, and will increase the lot coverage from 14.36% to 14.65%.

Section 1102.3 of the Town's Zoning Ordinance states the Town Council must issue a Statement of Direction for the Special Use Permit application within 45 days of the first staff presentation. In this case, the Statement of Direction must be issued on or before October 23, 2022.

The Statement of Direction is not a final decision of the Town Council and does not create any vested rights to the approval of a Special Use Permit. Any application for a Special Use Permit shall not rely upon the matters addressed in the Statement of Direction being the same as those that may be part of an approved Special Use Permit. Therefore, the Town Council issues the following Statement of Direction for the Andaz Resort:

- The General Plan encourages the renovation of SUP sites while protecting the Town's low-density residential character and quality of life. The Town shall require development or redevelopment within Special Use Permit properties to provide any necessary mitigation achieved through context and scale, and architectural design, setbacks, sound moderation, resort property programming, and landscape buffering (General Plan Land Use Policy LU.3.2).
- Other General Plan policies related to SUP properties encourage the use of enhanced aesthetics, buffers between uses of significantly differing function and intensity, the integration of pedestrian amenities, attractive streetscapes, use of shade trees, and the integration of art.

The Planning Commission shall focus their review on the visible, audible, and operational effects the amendment may have on the neighbors. In particular, the Planning Commission shall focus their review on:

1. **Use.** Guest units, pools, and a service building are resort uses that do not change the use of Andaz resort. However, incorporating and developing this residential lot into the resort brings the resort uses closer to the existing residential properties. The Planning Commission shall evaluate if additional changes or measures are needed to mitigate any adverse effects (such as noise and lighting) created by the new guest units, the service building, pools, and/or fence walls. This includes, but are not limited to:

- a. Location and orientation of guest units, pools, service building, and fence walls,
 - b. Evaluation of the applicant's Noise Impact Study. The study identifies that the worst-case scenario of all pools being occupied during an event, should have a noise level which does not exceed 56 dba. However, the Town Code also limits output to 45 dba on Sundays, legal holidays, and between the hours of 10:00 pm – 7:00 am. The Commission shall consider and evaluate the following:
 - i. Limiting the hours of use/operation of the pools,
 - ii. Limiting the hours of operation of outdoor events at these guest units,
 - iii. Limiting the hours of operation of the service building,
 - iv. Limiting or prohibiting exterior amplified music or PA system at these guest units and service building,
 - c. Evaluating the location and screening of mechanical equipment, and
 - d. Evaluating the lighting associated with these improvements (e.g. location, types of fixtures, output, and color temperature).
2. **Setbacks & Heights.** The Planning Commission shall evaluate the location and setbacks of the new guest units with carports and evaluate the location, setback, and heights of the new fence walls:
 - a. The guest units will be setback a minimum of 100' from the south property line and a minimum setback of 40' from the post dedication property line adjoining Quail Run Rd. The 40' setback requirement from the Quail Run Rd post dedication property line is less than the 100' setback recommended by the SUP Guidelines but is compliant with the primary residence rear yard setback for the R-43 zoning district.
 - b. The SUP Guidelines recommended that fences meet the residential fence walls standards in Article 24 of Zoning Ordinance. The western fence wall and portions of the internal "yard" walls adjoining Quail Run Rd are not compliant with the standards outlined Article 24; which identifies a 6' tall meandering fence wall shall meander between the 10' and 20' setback lines with an average setback of 15'. The proposed fence has a slight meander with much of the fence on the western property line (0' setback) and portions of wall setback 6' to 14' from property line. Also, many of the internal yard walls connect to the perimeter fence at the western property line.
3. **Quail Run Rd Right-of-Way (ROW) Dedication.** The Town Engineer recommends that the applicant pave this area with asphalt and ribbon curb to provide safe passage for two vehicles. However, the applicant is proposing to landscape the dedicated portion of ROW due to the limited use of this street and to match the northern portion of ROW that was landscaped with the 2014 Major SUP amendment. The Planning Commission shall evaluate if this dedicated portion of ROW should be paved or landscaped. If it is determined

that the ROW dedication shall be paved, the applicant must provide preliminary paving plans for review. If it is determined that this area should be landscaped, a detailed landscape plan must be provided for Planning Commission to examine the amount and type of the proposed landscaping in this area.

4. **Landscaping & Lighting.** A detailed landscape plan must be submitted for Planning Commission review. The SUP Guidelines recommend a 40' wide landscape buffer adjoining a residential property and a 30' wide landscape buffer adjoining a local road. The southern part of this area is compliant with the 40' wide landscape buffer but the west side is not compliant with the 30' landscape buffer. Since the applicant is proposing to landscape the dedicated portion of right-of-way along Quail Run Rd, the Planning Commission shall evaluate the southern and western landscape areas to determine if there is sufficient landscaping in these areas and if landscaping the Quail Run ROW dedication is an appropriate and sufficient buffer. The Commission shall also evaluate the proposed lighting for any potential impacts to the adjoining residential properties.
5. **Grading & Drainage, Water, & Sewer.** Conceptual grading & drainage plans and preliminary drainage memo, water system analysis, and sewer system analysis have been provided. More detailed plans and reports shall be provided for Planning Commission review and evaluation. The Commission shall review and examine storm water flows, on-site retention, the location of utility cabinets and pedestals, preliminary sewer plans, preliminary water basis of design report, and fire flow rate for this area.
6. **Traffic, Parking, and Circulation.** The resort entrance will remain the same from Scottsdale Road and these guest units will not be accessible from Quail Run Rd. A new 24' wide drive aisle/roadway will connect to the existing resort to provide access to the 10 new guest units. The Planning Commission shall evaluate the Trip Generation Report and the applicant must provide preliminary paving plans of the internal drive aisle/roadway for Planning Commission review. Also, the resort currently has 278 parking spaces on site and each guest unit will have a 2-car detached carport; which is compliant with the SUP Guidelines. The Commission may require a Parking Analysis if necessary.
7. **Signage.** New building and directional signage will accommodate the improvements. The SUP Guidelines identify recommended standards for monument and directional signs, but do not provide recommended standards for building signage. The Planning Commission shall evaluate the size, height, location, and illumination of all proposed signs for appropriateness with the SUP and compliance with the SUP Guidelines.

As per Section 1102.3.C.3.c of the Zoning Ordinance, at any time during the review process, the Planning Commission may request clarification and/or expansion of this Statement of Direction based on additional information that has evolved. However, the Planning Commission shall complete their review of this application no later than February 10, 2023.

August 3, 2022

Mr. Gary Stougaard
PV Scottsdale Hotel Owner SPE, LLC
5721 Chelsea Avenue
La Jolla, CA 92037

Subject: ANdAZ Scottsdale Resort and Bungalows Expansion– Noise Impact Study – Town of Paradise Valley, AZ

Dear Mr. Stougaard:

MD Acoustics, LLC (MD) is pleased to provide this noise impact study and recommendations report as it relates to proposed operations and events at the ANdAZ Scottsdale Resort and Bungalows Expansion located at 6114 North Scottsdale Road, Scottsdale, AZ. This study has been prepared based on the existing project and based on proposed renovations to the project. The project was assessed with regard to potential operations and event noise, such as noise from the proposed pool areas and noise from the existing Albers Lawn. For your reference, Appendix A contains a glossary of acoustical terms and Appendix B contains the proposed site plan.

1.0 Assessment Overview

This assessment evaluates the Project Noise Levels from the proposed pool areas and the existing event lawn and compares the projected noise levels to the Town's noise ordinance. Figure 1 below shows the site location, with a red box around the area under evaluation and a yellow circle indicating locations where a noise monitor was placed during the baseline noise evaluation.

Figure 1: Site Location and Noise Monitoring Locations



MD traveled to the project site and performed one (1) long-term noise measurement to measure the existing condition at the property. MD utilized a Type 2 sound level meter that meets ANSI S1.4 engineering standards to record minute-by-minute baseline data

Using acoustical modeling software, MD created acoustical models to show how the noise from the pool areas and event lawn at the resort will propagate to the adjacent uses. The acoustical models are calibrated to real-world measurements. The baseline condition considering noise from the proposed bungalows was modeled with and without event lawn noise.

2.0 Local Acoustical Requirements

MD compared the results of the noise assessment to Section 10-7-3 of the Town of Paradise Valley, Town Code. The Town Code states: “Table 1 sets forth the noise level limits for stationary sources, and it is unlawful to project a sound or noise, except those caused by motor vehicles, from one property into another in excess of the stated limits”.

Table 1: Limiting Noise Levels for Stationary Sources

<u>TIME</u>	<u>MAXIMUM ALLOWABLE NOISE LEVEL dB (A)</u>
7:00 a.m. to 10:00 p.m.	56
10:00 p.m. to 7:00 a.m. and on all Sundays and specified legal holidays	45

Therefore, project operations must comply with the Town’s noise limit of 56 dBA during daytime hours (7AM to 10PM) and 45 dBA during nighttime hours (10PM to 7AM).

3.0 Study Method and Procedure

3.1 Existing Noise Condition/Baseline

One (1) long-term (24-hour) noise measurement was conducted at the project site from 12:00 PM, July 22, to 12:00 PM, July 23, 2022. The project site is adjacent to resort property to the north, existing commercial uses to the east, existing residential uses to the south, and Quail Run Road and adjacent residences to the west. Noise data indicate that the ambient noise level ranges from 38 to 52 dBA at the project location considered in this report. Additional field notes and photographs are provided in Appendix C.

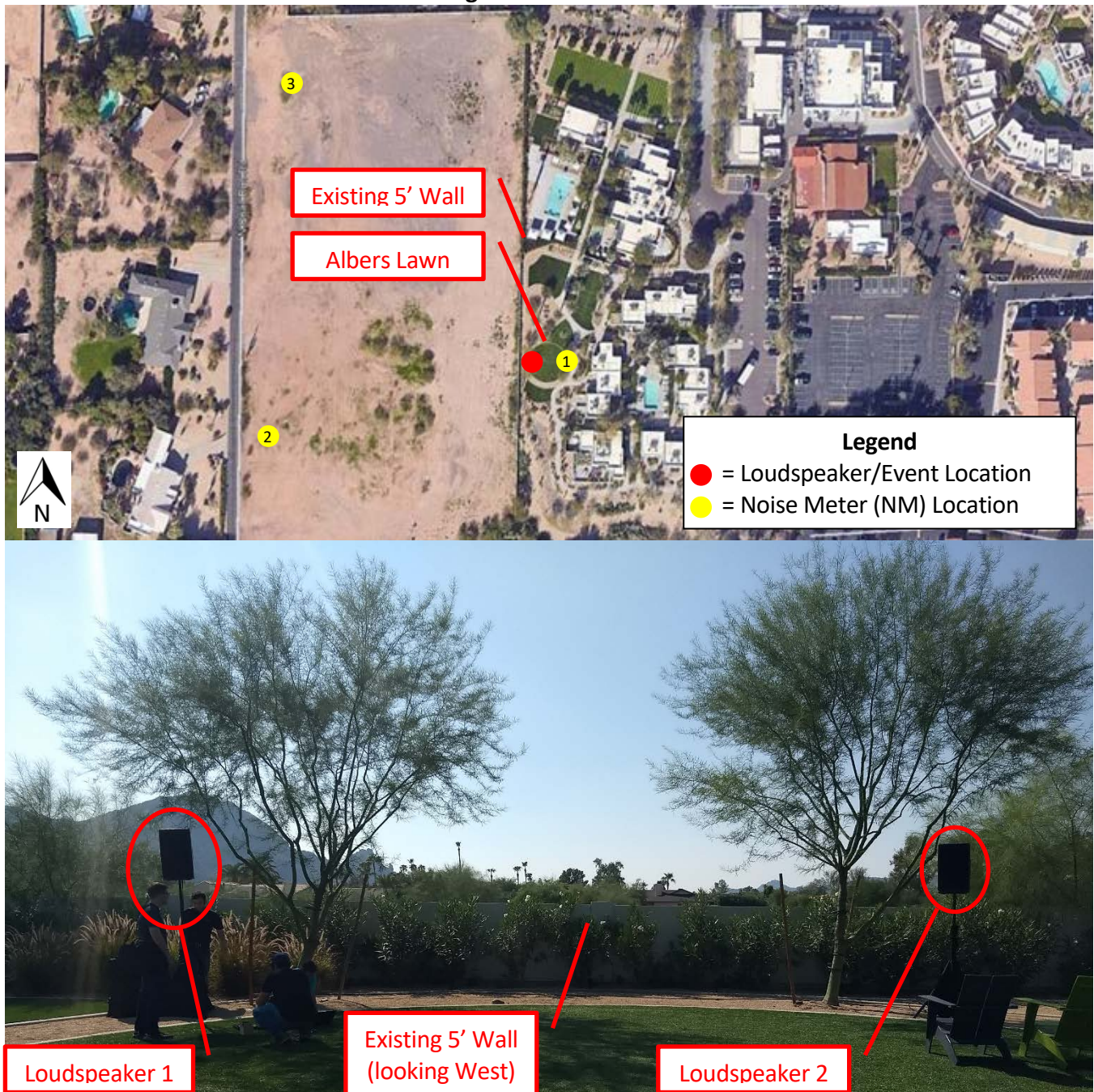
3.2 Simulated Event Measurement

At the Andaz resort, complaints sometimes arise during an amplified speech event when a person speaks too loudly into the microphone. This is difficult to control because people can change the loudness with which they speak or the distance between their mouth and the microphone very quickly.

To understand this issue, MD traveled to the site and measured noise levels during a simulated event using the audio equipment and settings typical of events held on Albers Lawn. The noise was measured at the event lawn and near the western property line of the Andaz resort.

Figure 2 indicates the location of the audio equipment and measurement locations for the experiment performed on Albers Lawn.

Figure 2: Live Event



The noise measured approximately 85-92 dBA at Measurement Location 1 and approximately 52-58 dBA at Measurement Location 2 on Albers Lawn. Although fluctuations in exterior noise levels due to air traffic, car traffic, and other noise events during the measurement period may have impacted measurement results, the measurement data provide an approximation of the noise levels possible during operations at these event lawns.

3.3 Stationary Noise Level Prediction Modeling

SoundPlan Acoustic Modeling Software (SP) was utilized to model the operational noise levels from the project site. SP acoustical modeling software is capable of evaluating stationary noise sources (e.g., loudspeakers for live events, DJs, parking lots, crowds, loading/unloading, patios, etc.) and much more. SP's software utilizes algorithms (based on inverse square law) to calculate noise level projections. The software allows the user to input specific noise sources, spectral content, sound barriers, building placement, topography, and sensitive receptor locations. In addition, SP can model the noise sources as point sources, line sources, and area sources.

The future worst-case noise level projections were modeled using measured sound level data for the stationary on-site sources. The live event noise was represented as a point source representing the loudspeakers used for the event. In addition to the live event noise at the event lawn, each proposed pool on the property (where no events are held) was modeled as an area source with a reference noise level of 60 dBA, consistent with measurements performed at another paradise valley resort. The model incorporates the topography at the project site and the building heights, and it shows how sound propagates to the surrounding area. Table 2 below outlines the reference noise levels used to calibrate the models.

Table 2:

Source	Source Type	Reference Level (dBA)	Distance (ft)
Amplified Speech ¹	Point Source	93	3
Pool Noise ²	Area Source	60	3
1. Based on sound measurements conducted 9/15/2021 at Andaz Resort. In addition, a 7 point reduction was included to account for a noise limit imposed by the resort after the 2021 measurements.			
2. Based on sound measurements conducted 7/8/2022 at Scottsdale Plaza Resort.			

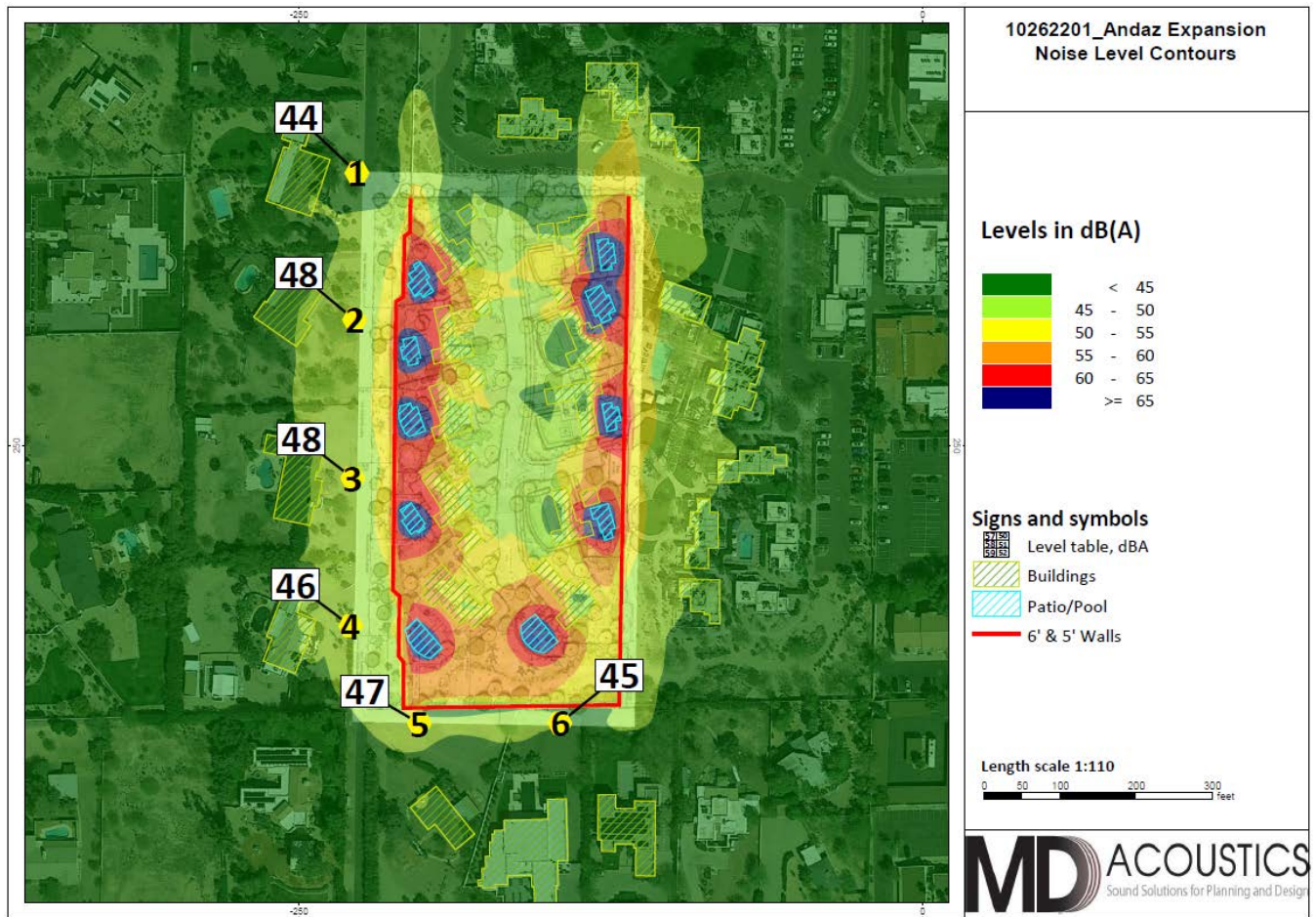
4.0 Findings and Recommendations

4.1 Proposed Expansion – No Event

Figure 3 illustrates the Proposed Expansion – No Event SP model. Each pool on the property was modeled as an area source with a reference noise level of 60 dBA, consistent with measurements conducted in Paradise Valley. The walls along the west and south property lines were modeled at 6' tall, and the existing wall between the proposed expansion and the existing resort was modeled at 5' tall. As shown in Figure 3, the noise levels from the additional pools do not exceed the 56 dBA limit.

<Figure 3, next page>

Figure 3: Proposed Expansion – No Event

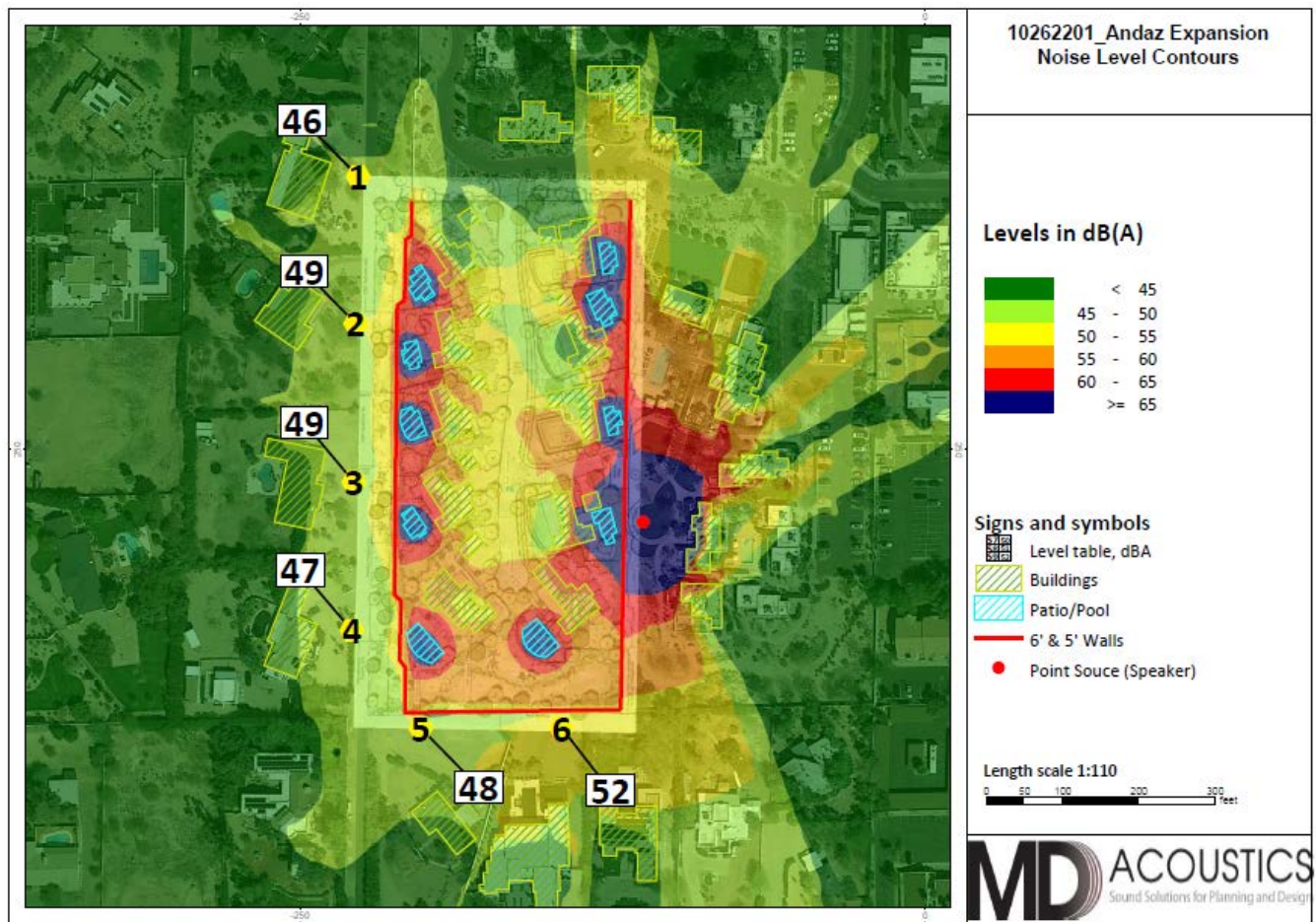


4.2 Proposed Expansion – Event on Albers Lawn

Figure 4 illustrates the Proposed Expansion – Event on Albers Lawn SP model. The reference levels described in Table 2 were used to model the worst case scenario, as if all pools were occupied during an event on Albers Lawn. As shown in Figure 4, the noise levels do not exceed the 56 dBA limit.

<Figure 4, next page>

Figure 4: Proposed Expansion – Event on Albers Lawn



5.0 Conclusions

MD is pleased to provide this noise impact study for the ANdAZ Scottsdale Resort Expansion. The background noise level at resort was measured from 7/22/22 to 7/23/2022, and an event was simulated at the Albers Lawn on 9/15/2021 to provide real-world reference sound levels. In addition to the real world measurements, current noise reduction practices in place at the resort were implemented in the model.

The measured noise levels were used to evaluate the potential noise impact of the proposed modifications to the project site using SoundPlan Acoustical Modeling Software. The noise levels from the special events on Albers Lawn and the proposed expansion do not exceed the 56 dBA noise limit and therefore are compliant.

If you have any questions regarding this analysis, please call our office at (602) 774-1950.

Sincerely,
 MD Acoustics, LLC

Samuel Hord, INCE
 Acoustical Consultant

Appendix A

Glossary of Acoustical Terms

Glossary of Terms

A-Weighted Sound Level: The sound pressure level in decibels as measured on a sound level meter using the A-weighted filter network. The A-weighting filter de-emphasizes the very low and very high frequency components of the sound in a manner similar to the response of the human ear. A numerical method of rating human judgment of loudness.

Ambient Noise Level: The composite of noise from all sources, near and far. In this context, the ambient noise level constitutes the normal or existing level of environmental noise at a given location.

C-Weighted Sound Level: The sound pressure level in decibels as measured on a sound level meter using the C-weighted filter network. The C-weighting filter greatly de-emphasizes very high frequency components of the sound and slightly de-emphasizes the very low frequency components. A numerical method of rating human judgment of loudness.

Community Noise Equivalent Level (CNEL): The average equivalent A-weighted sound level during a 24-hour day, obtained after addition of five (5) decibels to sound levels in the evening from 7:00 to 10:00 PM and after addition of ten (10) decibels to sound levels in the night before 7:00 AM and after 10:00 PM.

Decibel (dB): A unit for measuring the amplitude of a sound, equal to 20 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micro-pascals.

dB(A): A-weighted sound level (see definition above).

dB(C): C-weighted sound level (see definition above).

dB(Z): Z-weighted sound level (see definition of dB above).

Equivalent Sound Level (LEQ): The sound level corresponding to a steady noise level over a given sample period with the same amount of acoustic energy as the actual time varying noise level. The energy average noise level during the sample period.

Habitable Room: Any room meeting the requirements of the Uniform Building Code or other applicable regulations which is intended to be used for sleeping, living, cooking or dining purposes, excluding such enclosed spaces as closets, pantries, bath or toilet rooms, service rooms, connecting corridors, laundries, unfinished attics, foyers, storage spaces, cellars, utility rooms and similar spaces.

Human Sensitivity to Sound: In general, the healthy human ear can hear between 20 Hz to 20,000 Hz. Frequencies below 125 Hz are typically associated with low frequencies or bass. Frequencies between 125 Hz and 5,000 Hz are typically associated with mid-range tones. Finally, frequencies between 5,000 and 20,000Hz are typically associated with higher range tones.

The human ear is sensitive to changes in noise levels, depending on the frequency. Generally speaking, the healthy human ear is most sensitive to sounds between 1,000 Hz and 5,000 Hz (A-weighted scale) and perceives a sound within that range as being more intense than a sound with a higher or lower frequency with the same magnitude. At lower and higher frequencies, the ear can become less sensitive depending on a number of factors. Table 1 provides a brief summary of how humans perceive changes in noise levels.

Table 1: Change in Noise Level Characteristics¹

Changes in Intensity Level, dBA	Changes in Apparent Loudness
1	Not perceptible
3	Just perceptible
5	Clearly noticeable
10	Twice (or half) as loud

https://www.fhwa.dot.gov/environMent/noise/regulations_and_guidance/polguide/polguide02.cfm

L(n): The A-weighted sound level exceeded during a certain percentage of the sample time. For example, L10 in the sound level exceeded 10 percent of the sample time. Similarly, L50, L90 and L99, etc.

Noise: Any unwanted sound or sound which is undesirable because it interferes with speech and hearing, or is intense enough to damage hearing, or is otherwise annoying. The State Noise Control Act defines noise as "...excessive undesirable sound...".

Percent Noise Levels: See L(n).

Sound Level (Noise Level): The weighted sound pressure level obtained by use of a sound level meter having a standard frequency-filter for attenuating part of the sound spectrum.

Sound Level Meter: An instrument, including a microphone, an amplifier, an output meter, and frequency weighting networks for the measurement and determination of noise and sound levels.

Single Event Noise Exposure Level (SENEL): The dB(A) level which, if it lasted for one second, would produce the same A-weighted sound energy as the actual event.

Appendix B
Proposed Site Plan



Appendix C

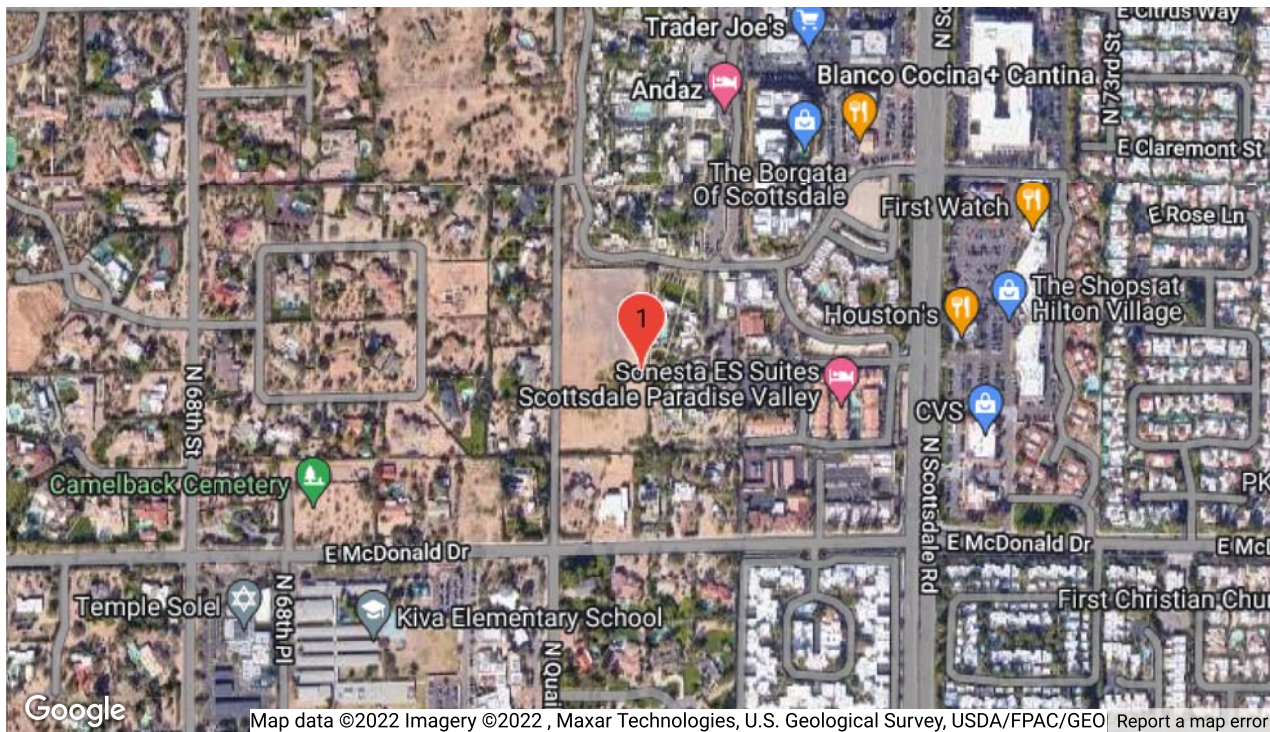
Long Term Noise Measurement

24-Hour Continuous Noise Measurement Datasheet

Project Name: Andaz Expansion
Project: #/Name: 1026-2022-001
Site Address/Location: 6114 N Scottsdale Rd
Date: 07/22/2022
Field Tech/Engineer: Shon Baldwin

Site Observations:
Mostly cloudy, highs of 111 F, lows of 91 F.

Sound Meter: Piccolo 2, Soft dB **SN:** P0222022803
Settings: A-weighted, slow, 1-min, 24-hour duration
Site Id: NM 1



Project Name: Andaz Expansion
Site Address/Location: 6114 N Scottsdale Rd
Site Id: NM 1

Figure 1:



24-Hour Continuous Noise Measurement Datasheet - Cont.

Project Name: Andaz Expansion Site Address/Location: 6114 N Scottsdale Rd Site Id: NM 1	Site Topo: Flat Meteorological Cond.: Partly cloudy, temperatures ranged from 91-111 F, humidity ~10-15% Ground Type: Dirt	Day: 1 of 1 Noise Source(s) w/ Distance: Traffic at about 300 ft
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Table 1: Baseline Noise Measurement Summary

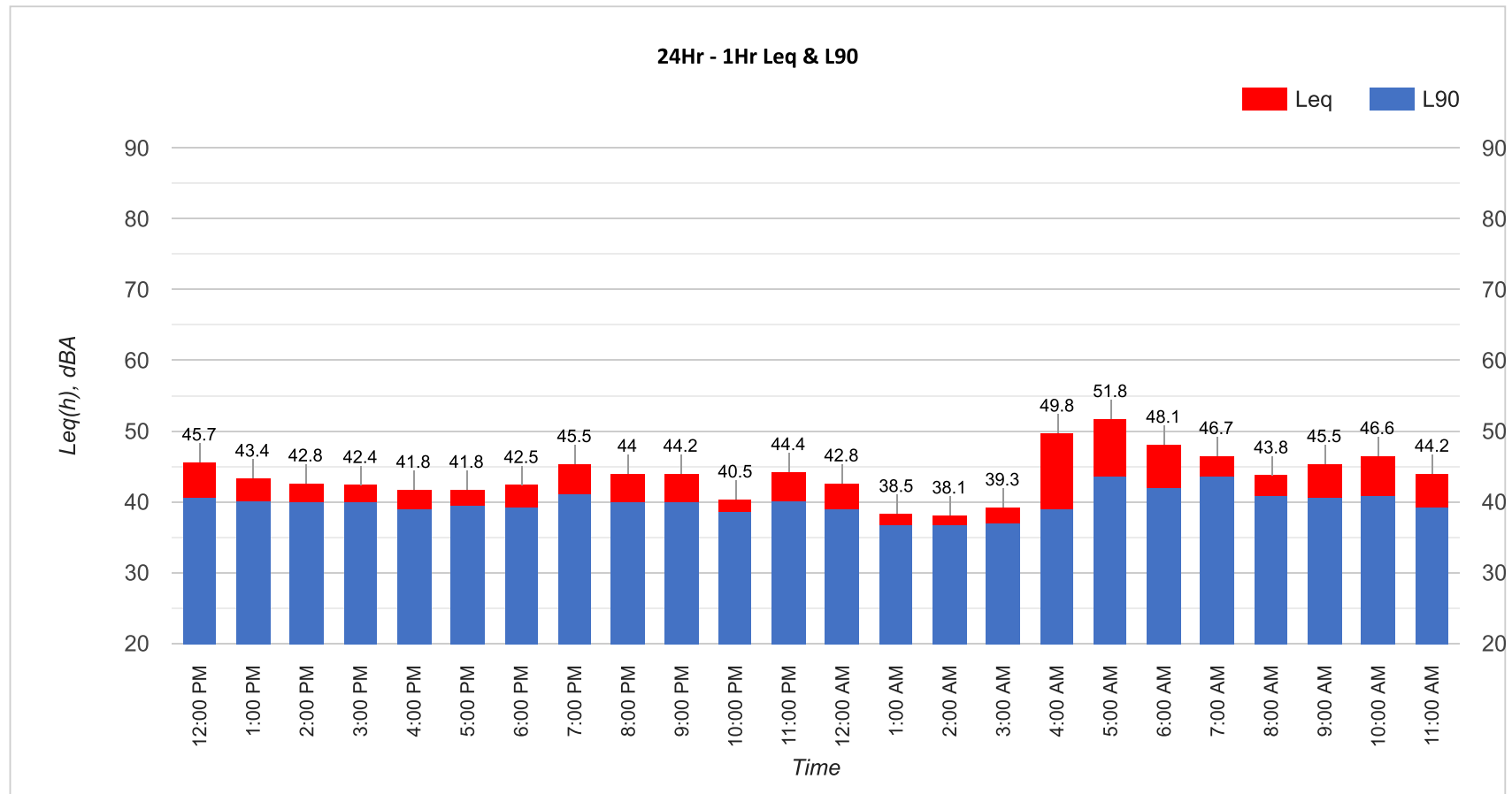
Date	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
7/22/2022	12:00 PM	1:00 PM	45.7	74.5	37.3	51.6	47.9	45.5	43.7	40.7
7/22/2022	1:00 PM	2:00 PM	43.4	53.5	36.8	47.5	46.9	43.6	42.4	40.3
7/22/2022	2:00 PM	3:00 PM	42.8	58.3	36.2	46.4	45.2	43.5	42.1	39.9
7/22/2022	3:00 PM	4:00 PM	42.4	57	37	45.8	44.5	42.8	41.9	40
7/22/2022	4:00 PM	5:00 PM	41.8	57.4	36.4	47	43.4	42.5	40.8	39.2
7/22/2022	5:00 PM	6:00 PM	41.8	56.3	36.8	45.2	43.8	42.4	41.3	39.5
7/22/2022	6:00 PM	7:00 PM	42.5	57.1	36.7	47.3	45.5	42.7	41.4	39.3
7/22/2022	7:00 PM	8:00 PM	45.5	55.5	37.3	49.4	48.9	47.8	43	41.1
7/22/2022	8:00 PM	9:00 PM	44	57.4	36.9	49.2	48.1	44.9	41.7	40
7/22/2022	9:00 PM	10:00 PM	44.2	67.7	38.1	47.6	46.2	43.5	41.7	40.1
7/22/2022	10:00 PM	11:00 PM	40.5	53.3	37.5	45.4	42.1	40.6	39.7	38.6
7/22/2022	11:00 PM	12:00 AM	44.4	61.5	37.8	51.1	48.5	44.3	42.2	40.3
7/23/2022	12:00 AM	1:00 AM	42.8	59.8	37.2	48.1	45.6	43.6	41.9	39.1
7/23/2022	1:00 AM	2:00 AM	38.5	52.2	35.8	43.3	41	38.4	37.5	36.8
7/23/2022	2:00 AM	3:00 AM	38.1	48.7	35.5	41.7	39.1	38	37.7	36.8
7/23/2022	3:00 AM	4:00 AM	39.3	44.5	35.6	42.1	41.5	40.5	38.7	37
7/23/2022	4:00 AM	5:00 AM	49.8	71.5	36.2	56.5	54.1	50.8	46.6	39
7/23/2022	5:00 AM	6:00 AM	51.8	67.3	40.4	57.6	55.8	52.7	50.2	43.7
7/23/2022	6:00 AM	7:00 AM	48.1	72	39.5	53.9	51.6	47.7	44.5	42.1
7/23/2022	7:00 AM	8:00 AM	46.7	65.5	40.7	53	49.6	46.7	45.1	43.7
7/23/2022	8:00 AM	9:00 AM	43.8	66.9	38.4	48	46.1	44.2	42.6	40.8
7/23/2022	9:00 AM	10:00 AM	45.5	65	38.1	49.9	47.6	44.9	42.6	40.7
7/23/2022	10:00 AM	11:00 AM	46.6	61	37.9	52.2	50.4	48.1	44.6	40.9
7/23/2022	11:00 AM	12:00 PM	44.2	56.6	36.1	50.4	48.1	45	41.7	39.3

	DNL	52.2
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24-Hour Continuous Noise Measurement Datasheet - Cont.

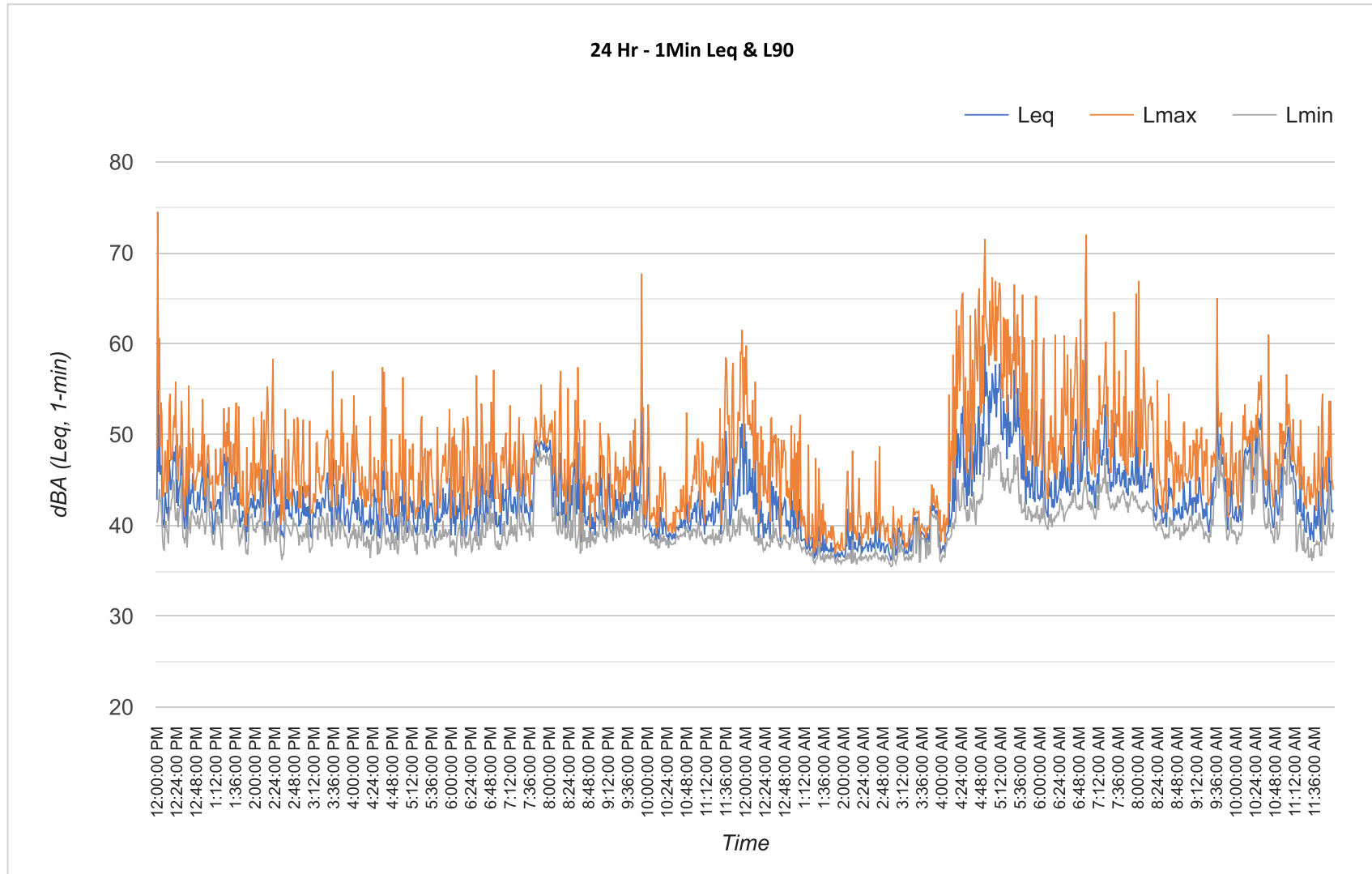
Project Name: Andaz Expansion
Site Address/Location: 6114 N Scottsdale Rd
Site Id: NM 1

Site Topo: Flat
Meteorological Cond.: Partly cloudy,
 temperatures ranged from 91-111 F, humidity ~10-15%
Ground Type: Dirt
Day: 1 of 1
Noise Source(s) w/ Distance: Traffic at about 300 ft



24-Hour Continuous Noise Measurement Datasheet - Cont.

Project Name:	Andaz Expansion	Site Topo:	Flat	Day:	1 of 1
Site Address/Location:	6114 N Scottsdale Rd	Meteorological Cond.:	Partly cloudy, temperatures ranged from 91-111 F, humidity ~10-15%	Noise Source(s) w/ Distance:	Traffic at about 300 ft
Site Id:	NM 1	Ground Type:	Dirt		



To: Town of Paradise Valley
6401 E Lincoln Drive
Paradise Valley, Arizona 85253

From: Eric Maceyko
EPS Group, Inc.
1130 N. Alma School Rd., Ste. 120
Mesa, AZ 85201

Date: July 15, 2022

Re: **Andaz Scottsdale Resort and Bungalows**
Trip Generation Comparison – FIRST REVISION



An expansion of the current Andaz Scottsdale Resort & Bungalows development is being proposed on a 5-acre parcel adjacent to the southwest corner of the existing resort. The proposed development will be comprised of 10 resort villa rental units. They will include four two-bedroom units of approximately 2,100 square feet, five three-bedroom units of approximately 2,600 square feet and one four-bedroom unit of approximately 4,000 square feet. Access to the new development will be provided solely through the existing resort property. No direct vehicular or pedestrian access to / from the adjacent Quail Run Road is planned. A copy of the site plan is attached to this letter.

A previous traffic analysis was conducted for a potential redevelopment of the entire property (inclusive of the 5-acre parcel) that included different uses for this site. The *Cottonwoods Resort Traffic and Parking Impact Analysis* was completed in September 2013 by Kimley-Horn and Associates, Inc. The previously planned development for the 5-acre site included single-family resort residential dwelling units. A copy of the pertinent excerpts from this study are attached to this letter.

The estimated trip generation for the previously approved and currently proposed development was determined through the procedures and data contained within the Institute of Transportation Engineers (ITE) *Trip Generation*, 11th Edition, published in September 2021. This document provides traffic volume data from existing developments throughout North America that can be utilized to estimate vehicle trips that might be generated from developments. The traffic data are provided for 179 different categories, or Land Use Codes (LUC). The estimated traffic volume is dependent upon independent variables defined by the characteristics and size of each LUC. It should be noted that all data plots and statistics presented in the manual are based on data collected prior to the COVID-19 pandemic. Trip generation was conducted as detailed below.

The most appropriate data to estimate trips for the previous development are provided by ITE Land Use Code 210 – Single-Family Detached Housing. Since the previous report considered the entire site as a whole, the proportion of the total trip generation for the single-family resort residential uses was utilized as a function of the individual 5-acre site (approximately 19 single-family dwelling units). The complete calculation results for the previously planned land use are summarized in the following table:

Table 1: Total Trip Generation – Previous Development

DESCRIPTION OF LAND USE				VEHICLE GENERATED TRIPS						
				Daily	AM Peak Hour			PM Peak Hour		
Land Use	ITE LUC	SIZE		Total	Enter	Exit	Total	Enter	Exit	Total
Resort Residential	210	19	DU	219	4	12	16	13	8	21

The most appropriate data to estimate trips for the proposed development are provided by ITE Land Use Code 330 – Resort Hotel. The complete calculation results for the new proposed land use are summarized in the following table:

Table 2: Total Trip Generation – Proposed Development

DESCRIPTION OF LAND USE				VEHICLE GENERATED TRIPS						
				Daily	AM Peak Hour			PM Peak Hour		
Land Use	ITE LUC	SIZE		Total	Enter	Exit	Total	Enter	Exit	Total
Resort Hotel	330	10	Units	80*	2	1	3	2	2	4

**no daily trip data available for LUC 330, so data from LUC 310 (Hotel) was utilized as a substitute*

Copies of the trip generation output sheets are attached to this letter. The following table summarizes the two (2) trip generation calculations and compares the differences between the previously planned land use and the new proposed land use.

Table 3: Trip Generation Comparison

TIME PERIOD	PREVIOUS	PROPOSED	COMPARISON
WEEKDAY			
Total	219	80	-139
AM PEAK HOUR			
Total	16	3	-13
Enter	4	2	-2
Exit	12	1	-11
PM PEAK HOUR			
Total	21	4	-17
Enter	13	2	-11
Exit	8	2	-6

Based on the trip generation calculations, the new proposed land uses are anticipated to generate 139 less daily trips, 13 less morning peak hour trips and 17 less evening peak hour trips than the previously planned land use. It is also important to note that the proposed 10 additional hotel guestroom structures will bring the total guestroom inventory to 195 guestrooms. This is less than the 201 total units approved by the Town of Paradise Valley in 2015.

ATTACHMENTS

Site Plan
Previous Report Excerpts
Trip Generation Output Sheets



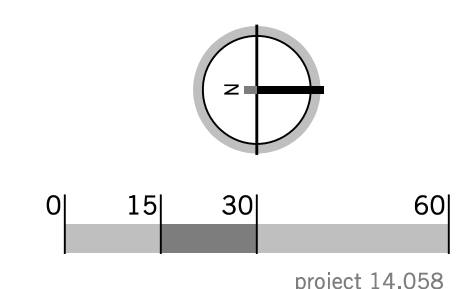
Expires: 6/30/2023



ANdAZ | Resort Expansion

Conceptual Site Plan

05 April 2022



burton
Landscape Architecture Studio



Kimley-Horn
and Associates, Inc.

September 4, 2013

Mr. James Shano, P.E.
Public Works Director
Town of Paradise Valley
6401 E. McDonald Drive
Paradise Valley, AZ 85253



■
Suite 300
7740 N. 16th Street
Phoenix, Arizona
85020

**Re: Cottonwoods Resort - Paradise Valley, Arizona
Major Special Use Permit (SUP) Amendment
Traffic and Parking Impact Analysis – Revision No. 1**

Dear Mr. Shano:

This letter discusses the anticipated traffic and parking impacts of redevelopment plans for the Cottonwoods Resort. The redevelopment plans discussed in this letter are the subject of an application currently under consideration by the Town of Paradise Valley for a major amendment to the Cottonwoods Resort Special Use Permit (SUP). The Cottonwoods Resort is operating under an existing SUP that covers 22 acres of privately owned contiguous parcels (the main resort site) located south of Lincoln Drive; west of Scottsdale Road; north of McDonald Drive; and east of Quail Run Road.

Overview

The Cottonwoods application requests an increase in the SUP coverage area, from 22.5 acres to 27.5 acres; and an increase in the maximum allowable number of resort guest/residential units, from 172 units to 282 units. A vicinity map and project site breakdown is presented in attached **Exhibit A**. A conceptual site plan for the property is presented in attached **Exhibit B**. Also attached to this letter are five additional exhibits (**Exhibits C through G**) displaying traffic impact information in a graphic format; and three pages of tables (**Tables 1 through 13**) that summarize the quantitative information and opinions discussed below.

Executive Summary

The information provided with this letter demonstrates the following:

- Cottonwoods redevelopment will add fewer than 80 trips to Rose Lane during either peak hour. Rose Lane and the Scottsdale/Rose intersection have enough capacity remaining to accommodate all of this trip generation, as well as all of the traffic anticipated to



TEL 602 944 5500
FAX 602 944 7423



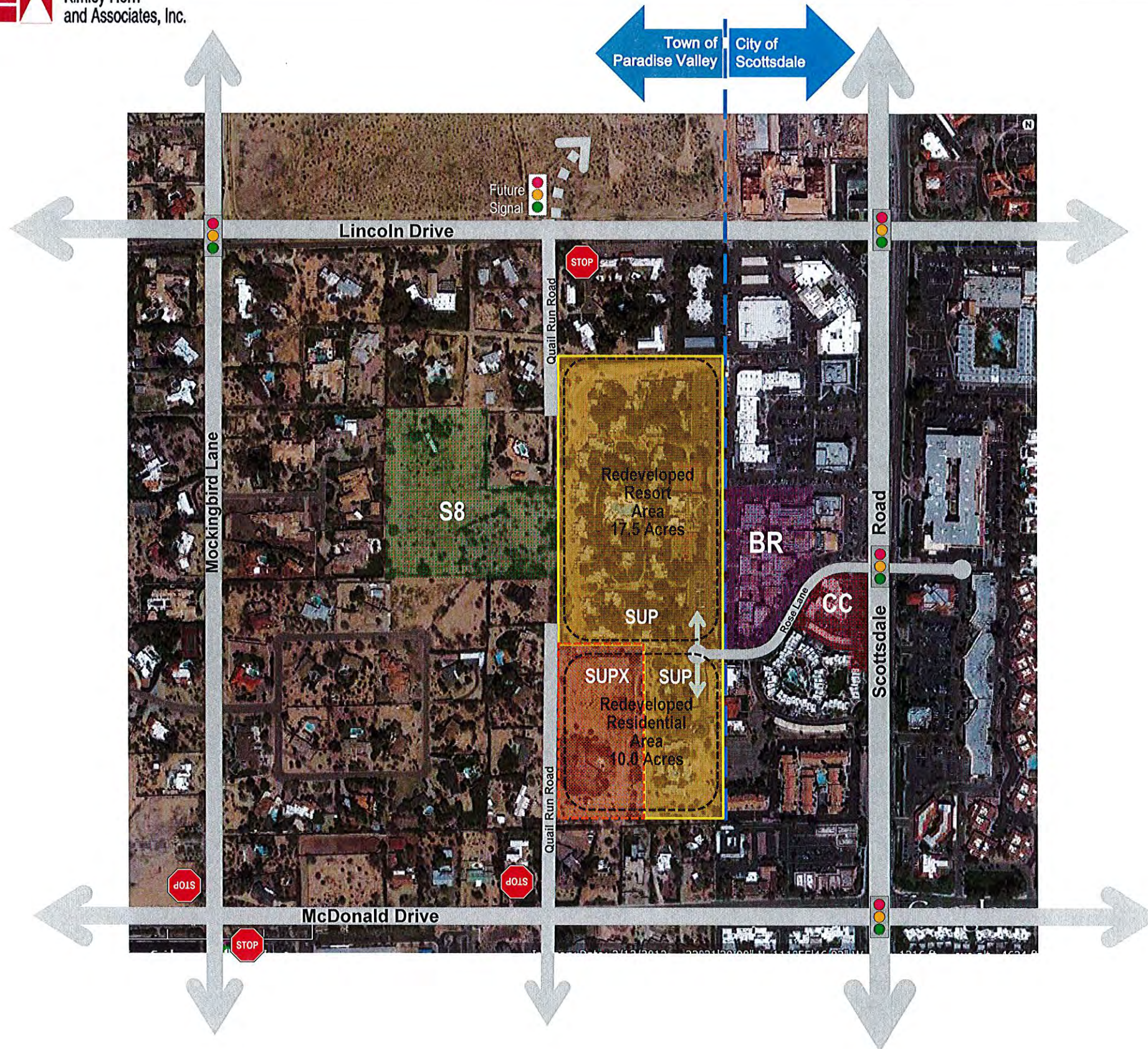
come from the recently approved “commercial to residential” land use conversion of the rear portion of the Borgata property, which is located adjacent to the Cottonwoods property.

- Daily traffic volumes on Rose Lane will be lower, after the Cottonwoods and Borgata sites have been redeveloped than it would have been if the Borgata site remained commercial.
- Peak hour level of service at the Scottsdale/Rose intersection is expected to remain in the acceptable level of service range after Cottonwoods is completely redeveloped, without any traffic impact mitigation on Rose Lane, and regardless of whether or not any access to the Cottonwoods is provided on Quail Run Road.
- Approval of the Cottonwoods application will add no traffic to Quail Run Road, except during emergencies, as required by the Town. In fact, the Cottonwoods redevelopment will actually reduce the potential future traffic volume on Quail Run Road, by relocating access for the 5-acre expansion parcel currently accessed from Quail Run Road, to Rose Lane.
- Even if Cottonwoods residential (and not resort) access was to be provided along Quail Run Road (a dual access scenario), the amount of Cottonwoods traffic that would use Quail Run would be minimal (approximately 104 vehicles per day, and fewer than 20 vehicles during either peak hour).
- The proposed redevelopment of the Cottonwoods property should not be the basis for determining when or how to close the existing “gap” in Quail Run Road because, regardless of which the above cited access scenarios is implemented, the amount of traffic this project would add to Quail Run Road would be minimal.
- The determination as to how and when to complete the rest of Quail Run Road between Lincoln and McDonald, should not occur without the following:
 - Specific consideration of the potential future use of the eight acres of undeveloped Sunchase property located to the west of the Cottonwoods site;
 - support of an alignment from existing owners of property along this segment of Quail Run Road; and
 - additional traffic impact analysis.
- The parking proposed for the Resort redevelopment is adequate.

Details of the Proposed Redevelopment

The Cottonwoods application currently under consideration by the Town of Paradise Valley proposes the following:

1. The Cottonwoods application proposes to redevelop the existing 22.5-acre SUP governed portion of the resort property, in a



LEGEND

- SUP** Existing Cottonwoods Resort/SUP Area – 22.5 Acres
- SUPX** Proposed Cottonwoods SUP Expansion Parcel – 5.0 Acres
- CC** Cottonwoods Commercial Parcel – 2.7 Acres
(Not a part of this application)
- BR** Borgata Redevelopment Site - 5.2 Acres
(Not a part of this application)
- S8** Sunchase Property - 8.0 Acres
(Not a part of this application)
- Existing Signalized Intersection
- Recognized Future Signalized Intersection
- Stop Sign Controlled Intersection Approach

September 2013

Vicinity Map and Context Plan

Cottonwoods Resort Special Use Permit Amendment – Traffic Impact and Parking Analysis - Rev. 1

Exhibit
A



Not to Scale



	Building Type	Building Area	Overhang Area	Buildings / Floors	Units Per Building	Total Units	Total Building Area	Total Overhang Area	Total Coverage
Existing	B3	2438	512	4	5	20	9,752	2048	11,800
	B4	2687	688	5	5	25	13,435	3440	16,875
	B7	2675	720	7	5	35	18,715	5040	23,755
	B8	2924	820	4	5	20	17,544	4920	22,464
	B9	2954	804	6	5	30	17,604	4824	22,428
	B10	2354	576	1	5	5	2,354	576	2,930
	Bar	164	164	1				164	164
	Canopy		144					144	144
	Recreation	529		1			529		529
	Total Existing					145	79,939	21,356	101,295
New	Lobby/Mtg	8500		1			8,500		8,500
	Pool Ramada		324	3				972	972
	Pool Bldg	648		1			648		648
Total Phase 1							94,087	22,328	111,415

	Building Type	Building Area	Overhang Area	Buildings	Units Per Building	Total Units	Total Building Area	Total Overhang Area	Total Coverage
Phase 2	C1	3090		15	1	15	45,000		45,000
	C2	2400		32	1	32	76,800		76,800
Total Phase 2						47	121,800		121,800

	Building Type	Building Area	Overhang Area	Floors	Units Per Floor	Total Units	Total Building Area	Total Overhang Area	Total Coverage
Phase 3	D1	14,300		3	15	45	42,900		14,300
	D2	14,300		3	15	45	42,900		14,300
Total Phase 3						90	85,800		28,600

Total Coverage									211,815
Total Floor Area							236,607		
Total Units						282			
Remaining Allowable Floor Area							9,743		

Phase 1 Lot Area	708,149 Sq Ft
Phase 2 Lot Area	413,172 Sq Ft
TOTAL LOT	1,301,321 Sq Ft
Total Allowable Coverage (0.25 x Lot Area)	300,130 Sq Ft
Existing Coverage	101,295 Sq Ft
Additional Allowable Coverage	198,835 Sq Ft

Current Coverage of Parcel	15%
Current FAR of Parcel	12%
Phase 2 Total Coverage	233,215 Sq Ft
Phase 2 Coverage Ratio	18%
Phase 2 Total Floor Area	210,687 Sq Ft
Phase 2 FAR	18%

Phase 3 Total Coverage	281,815
Phase 3 Coverage Ratio	22%
Phase 3 Total Floor Area	236,687
Phase 3 FAR	25%



SCS ADVISORS, INC

The Cottonwoods Resort
Paradise Valley, AZ

17 April 2013

Conceptual Site Plan

NelsenPartners
www.nelsenpartners.com

September 2013

Conceptual Site Plan

Cottonwoods Resort Special Use Permit Amendment – Traffic and Parking Impact Analysis - Rev. 1

Exhibit
B

Trip Generation Comparison of Alternative SUP Amendment Scenarios

Tables 1 thru 3

Table 1 - Cottonwoods Trip Generation as currently proposed (the "With SUP Amendment" Scenario)

Land Use	ITE Land Use Code	Quantity	Units	Trips Generated ⁽¹⁾						
				Daily Total	AM Peak Hour			PM Peak Hour		
					In	Out	Total	In	Out	Total
Cottonwoods Resort Residential (Inclusive of 5 Acre Expansion Parcel)	210	47	Dwelling Units	448	9	26	35	30	17	47
Cottonwoods Resort Hotel/Casita	330	235	Guest Units	1,920 ⁽²⁾	53	20	73	43	56	99
Totals		282		2,368	62	46	108	73	73	146

Table 2 - Trip Generation as already allowed (the "Without SUP Amendment" Scenario)

Land Use	ITE Land Use Code	Quantity	Units	Trips Generated ⁽¹⁾						
				Daily Total	AM Peak Hour			PM Peak Hour		
					In	Out	Total	In	Out	Total
Cottonwoods Resort Residential (Exclusive of 5-Acre Expansion Parcel)	210	1	Dwelling Units	10	0	1	1	1	0	1
Cottonwoods Resort Casita	330	171	Guest Units	1,398 ⁽²⁾	38	15	53	31	41	72
Totals		172		1,408	38	16	54	32	41	73

Trip Generation Source - Institute of Transportation Engineers (ITE) Trip Generation, 9th Edition

⁽¹⁾ No daily estimate available for Resort Hotel. Daily Hotel rate (ITE land use code 310) used to estimate daily trips.

Table 3 - Cottonwoods SUP Amendment Trip Generation Impact Summary

Trip Generation Increase/(Reduction) Resulting from SUP Amendment Approval	Daily	AM Peak Hour	PM Peak Hour
	960 Trips	54 Trips	73 Trips

Notes:

1) Trip Generation Source - Institute of Transportation Engineers (ITE) Trip Generation, 9th Edition

2) No daily estimate available for Resort Hotel. Daily Hotel rate (ITE land use code 310) used to estimate daily trips.

Hotel (310)

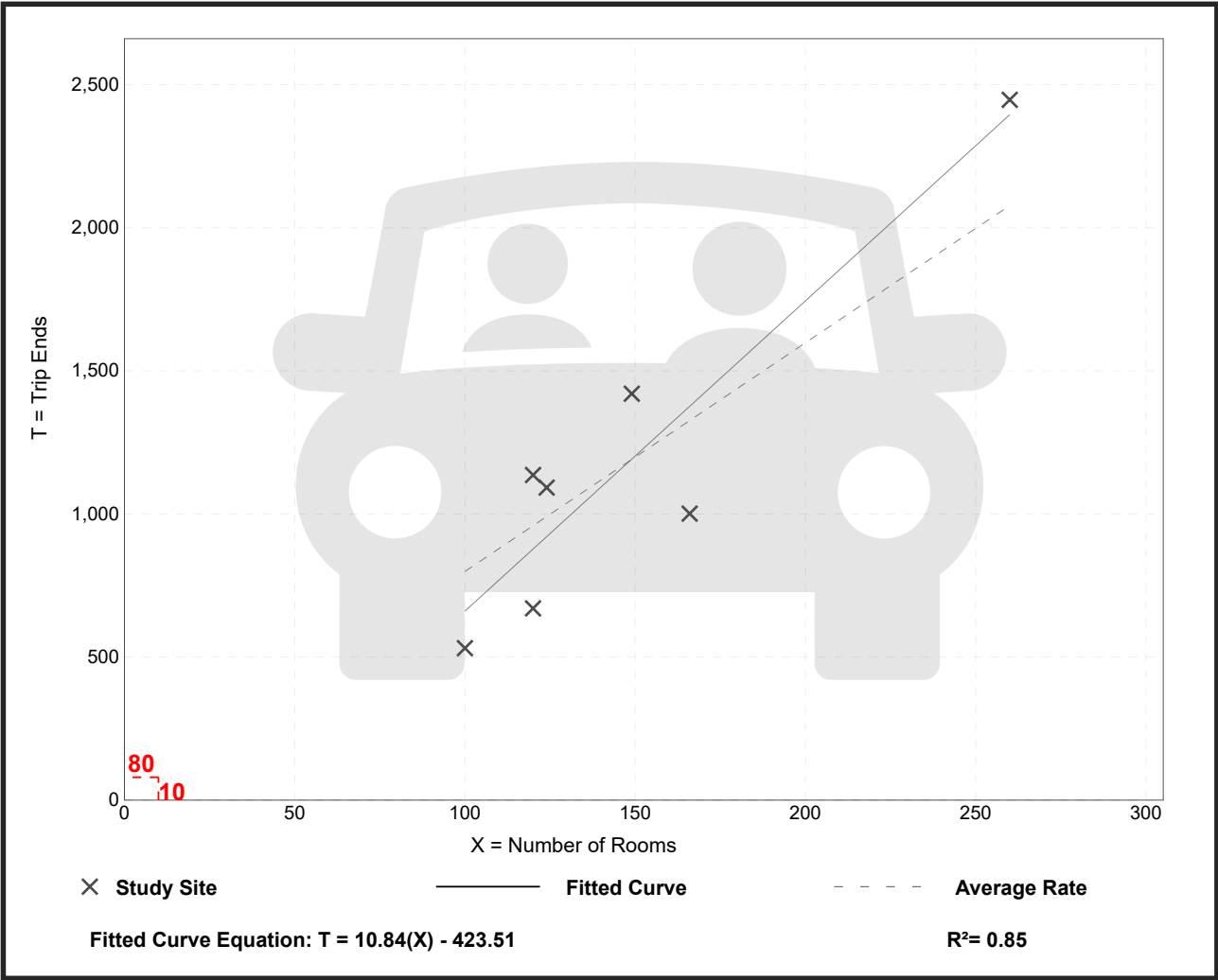
Vehicle Trip Ends vs: Rooms
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 7
Avg. Num. of Rooms: 148
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
7.99	5.31 - 9.53	1.92

Data Plot and Equation



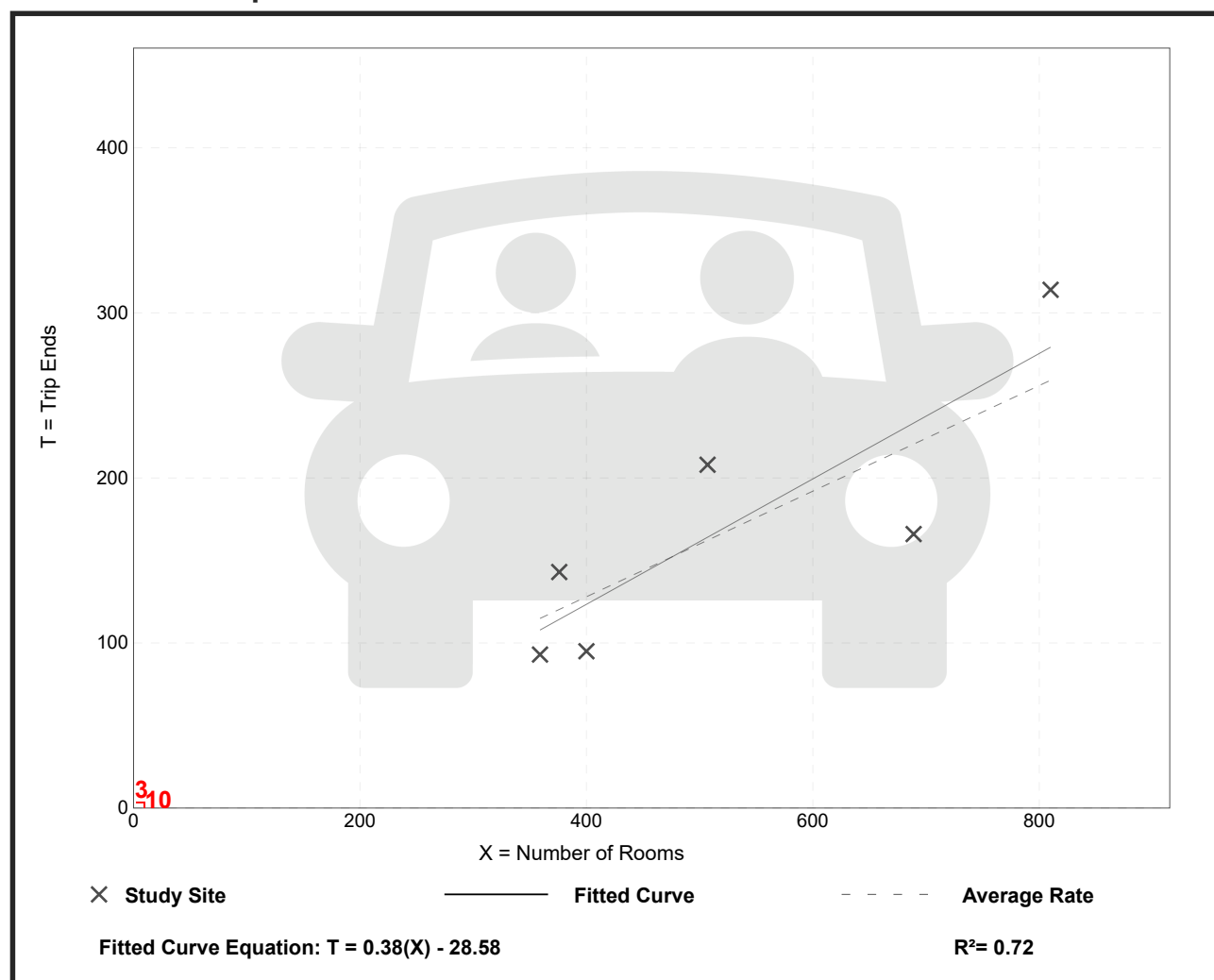
Resort Hotel (330)

Vehicle Trip Ends vs: Rooms
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 6
 Avg. Num. of Rooms: 524
 Directional Distribution: 72% entering, 28% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
0.32	0.24 - 0.41	0.08

Data Plot and Equation



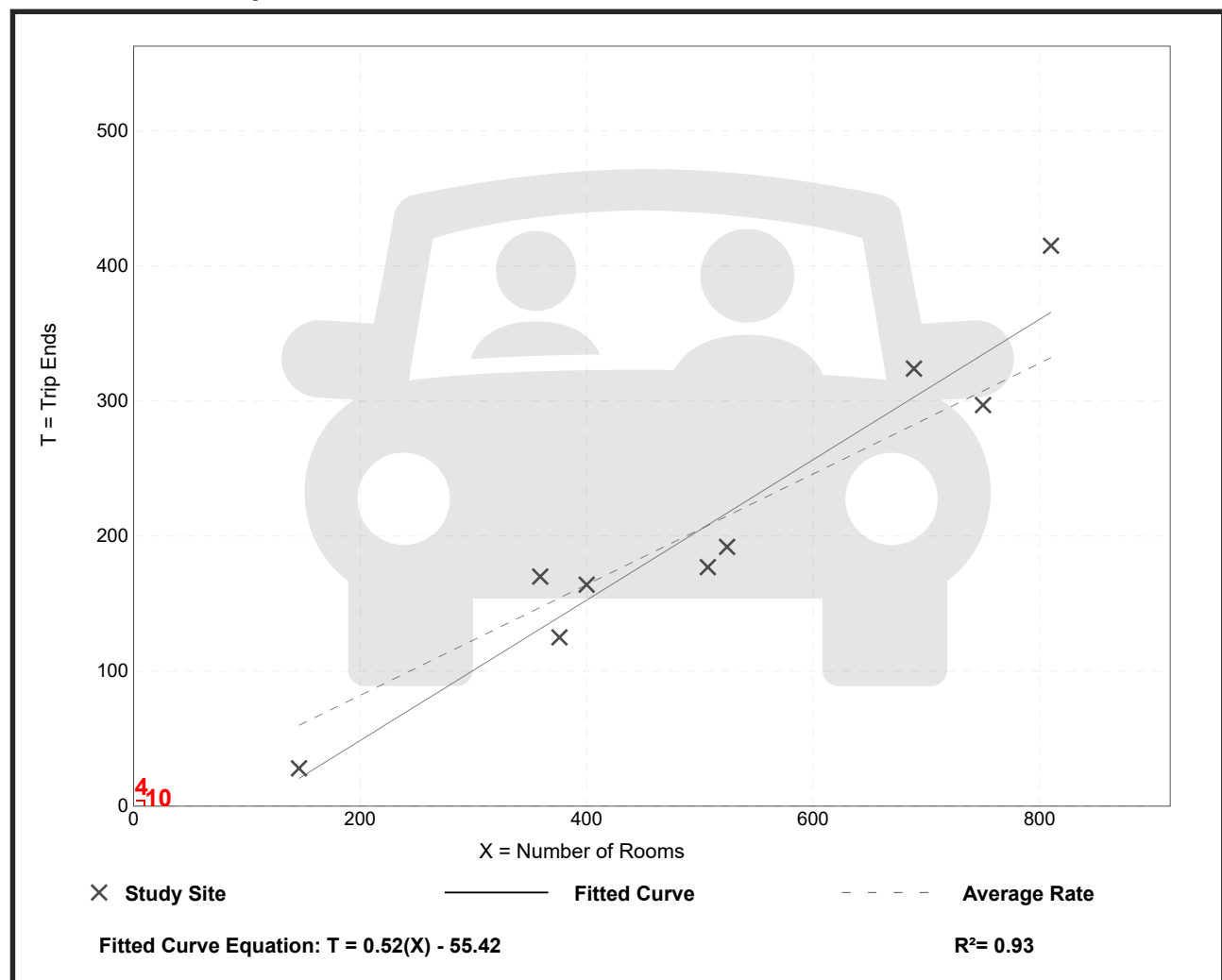
Resort Hotel (330)

Vehicle Trip Ends vs: Rooms
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 9
 Avg. Num. of Rooms: 507
 Directional Distribution: 43% entering, 57% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
0.41	0.19 - 0.51	0.08

Data Plot and Equation



Single-Family Detached Housing

(210)

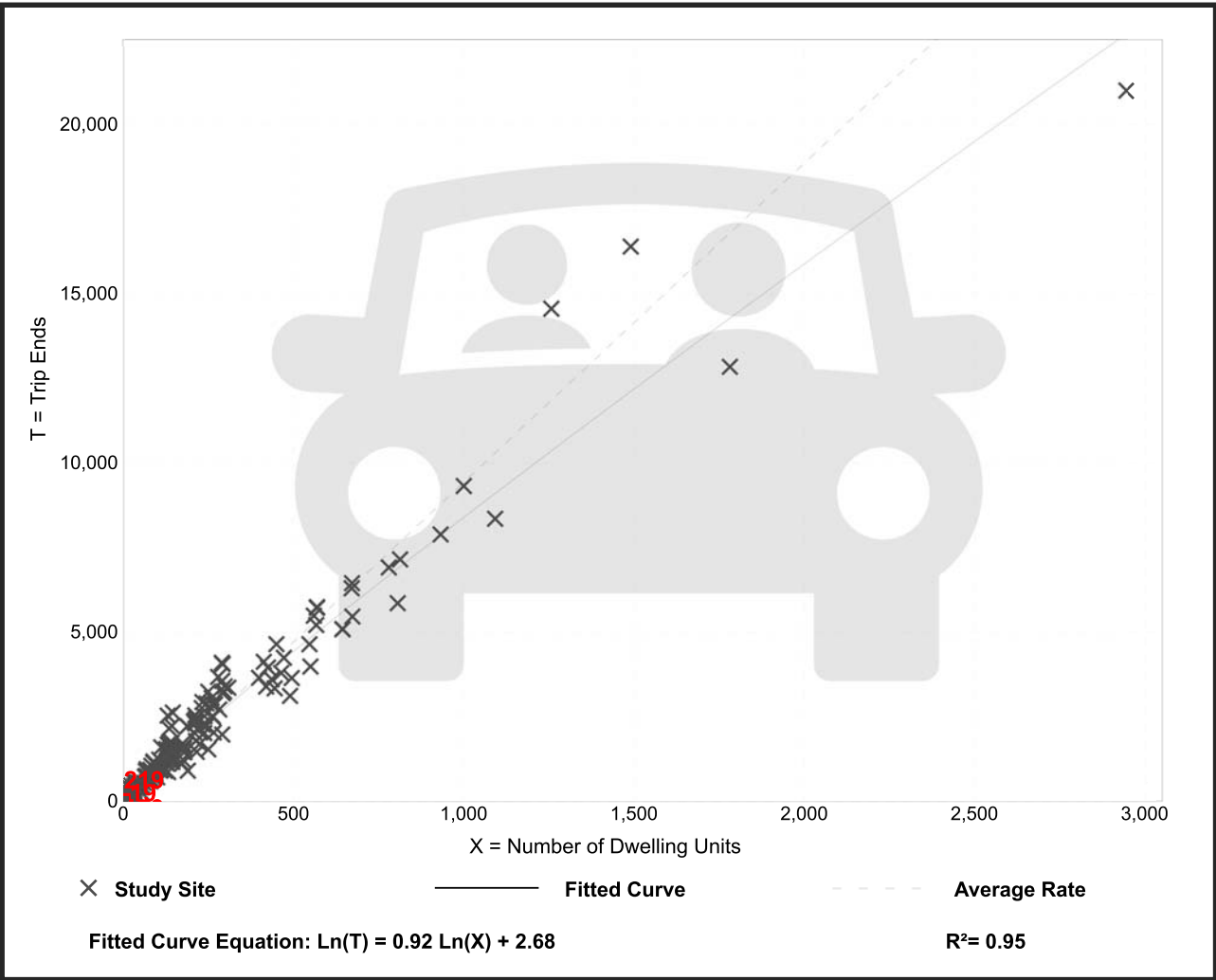
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 174
Avg. Num. of Dwelling Units: 246
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.43	4.45 - 22.61	2.13

Data Plot and Equation



Single-Family Detached Housing

(210)

Vehicle Trip Ends vs:

Dwelling Units

On a:

Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Setting/Location:

General Urban/Suburban

Number of Studies:

192

Avg. Num. of Dwelling Units:

226

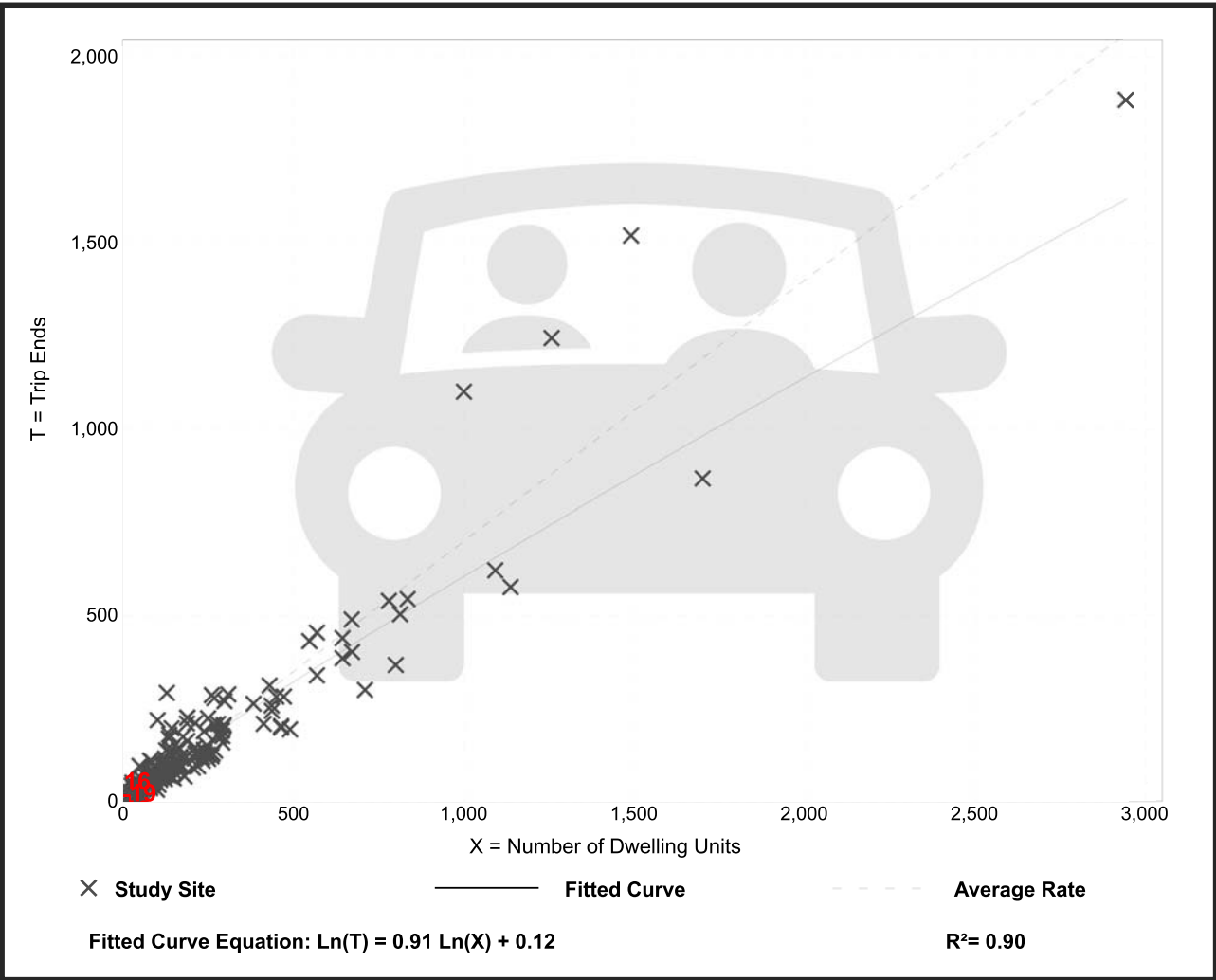
Directional Distribution:

26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.70	0.27 - 2.27	0.24

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

**On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.**

Setting/Location: General Urban/Suburban

Number of Studies: 208

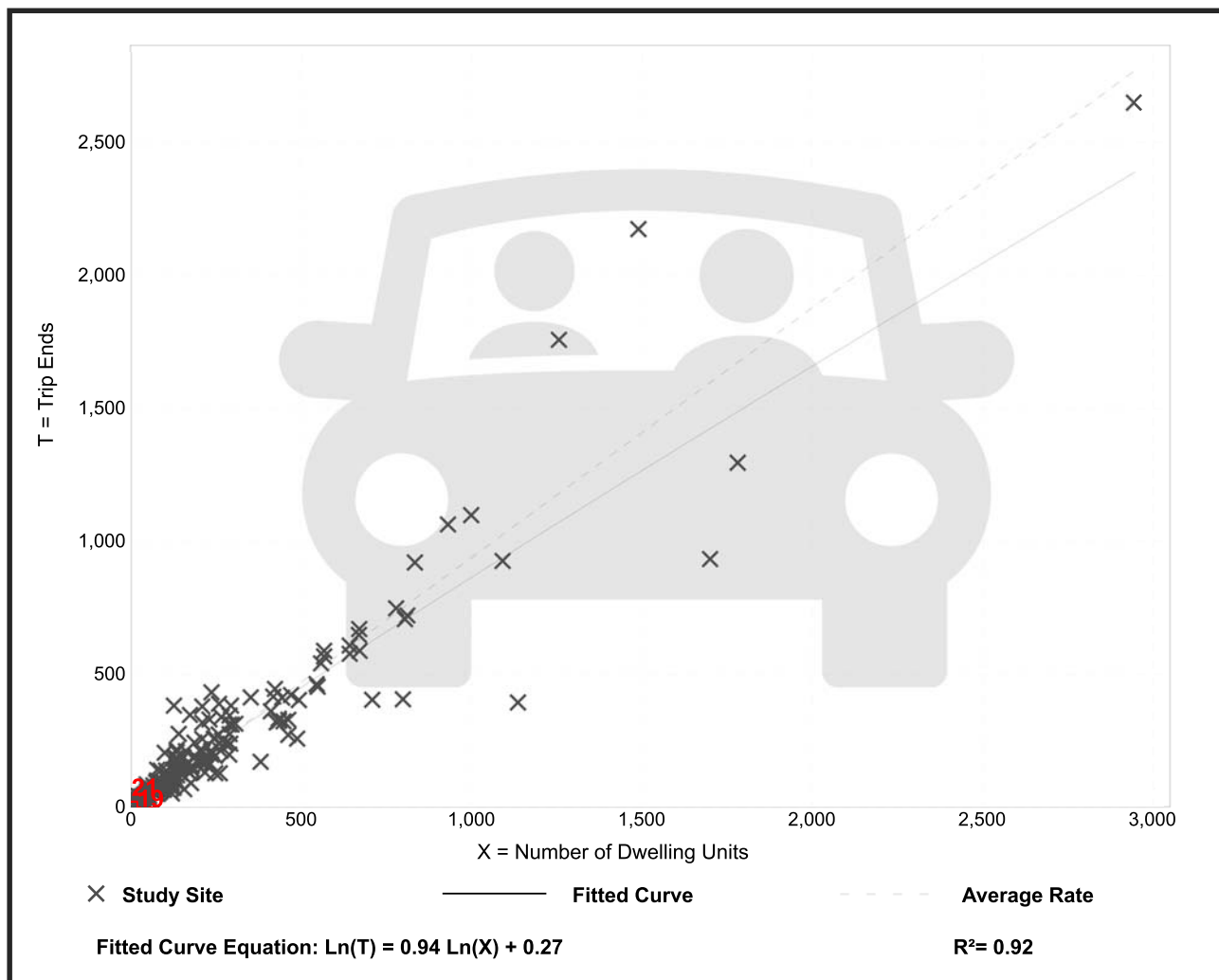
Avg. Num. of Dwelling Units: 248

Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.94	0.35 - 2.98	0.31

Data Plot and Equation



ANDAZ RESORT EXPANSION WATER SYSTEM ANALYSIS REPORT

May 18, 2022

Project Description:

The project site is rectangular in shape and encompasses approximately 5.03 acres and is currently undeveloped and vacant. The proposed development for the site includes construction of 10 new villas, ranging in size from approximately 2,145 sq. ft. (2-bedroom) to 4,070 sq. ft. (4-bedroom) with a new private 24-foot wide access drive. Proposed improvements will also include extensions of the private on-site sewer, water and fire lines to provide service to each villa and a proposed stormwater retention basin located at the south side of the site to provide the required stormwater retention volume.

The intent of this water design memo is to identify Average Day Demands, Maximum Day Demand and Peak Hour design flows for the proposed development as well as determine Fire Flow requirements for the proposed hydrant. The existing on-site fire and water loop is private and ultimately connects to public water lines owned and operated by EPCOR Water Arizona Inc.

Site Information:

Assessor's Parcel No.: 174-65-004C

Site Address: 6041 N. Quail Run
Paradise Valley, AZ 85253

Site Area: 219,027 sq. ft. (5.03 acres)

Tie-In to Existing System:

The proposed water line for this project will tie into an existing 6-inch private water line on the existing resort property, just north and east of the project site. This existing 6-inch line is served by two (2) existing 2" meters and loops through the existing resort property providing domestic service to each existing building.

The proposed fire line for this project will tie into an existing 6-inch private fire line on the existing resort property, just north and east of the project site. This existing 6-inch line loops through the existing resort property and provides fire flow to all fire hydrants and sprinkler systems.

Average Daily Demands:

To determine the Average Day Demands, the following references were used:

- EPCOR Developer & Engineering Guide, 2020.

Currently the site is zoned R-43 (single-family residential) however, as part of the development, the parcel is anticipated to be rezoned to SUP Resort. Given the proposed improvements include the construction of 10 new villas, the proposed usage is assumed to be more closely related to that of single-family residential, therefore the proposed water demands were determined by using the Single Family criteria outlined in the EPCOR Developer & Engineering Guide, as such:

Per the Demands Table under the Design Criteria for Water Systems, the Average Daily Unit Demand for this project is 360 gallons per day per dwelling unit (gpd/DU).

Therefore, the total Average Day Demand is:

$$(360 \text{ gpd/DU}) \times (10 \text{ DUs}) = \underline{\mathbf{3,600 \text{ gallons per day (gpd) = 2.5 gpm}}}$$

Maximum Day Demand and Peak Hour Flow:

In accordance with the Demands Table under the Design Criteria for Water Systems, the Maximum Day peaking factor and Peak Hour peaking factor are as follows:

Maximum Day Demand

$$\text{Max Day Demand} = \text{ADD} \times 1.8$$

Peak Hour Demand

$$\text{Peak Hour Demand} = \text{ADD} \times 3.0$$

Therefore, the Maximum Day Demand and Peak Hour Demand are:

$$\underline{\mathbf{\text{Maximum Day Demand} = (3,600 \text{ gpd}) \times 1.8 = 6,480 \text{ gpd} = 4.5 \text{ gpm}}}$$

$$\underline{\mathbf{\text{Peak Hour Demand} = (3,600 \text{ gpd}) \times 3.0 = 10,800 \text{ gpd} = 7.5 \text{ gpm}}}$$

Fire Flow:

In accordance with Section 13-1-6(A) of the current Town of Paradise Valley Town Code, as amended by Ordinance #2022-01, effective April 11, 2022, the minimum fire flow from all hydrants in the Town will be 1,500 gallons per minute.

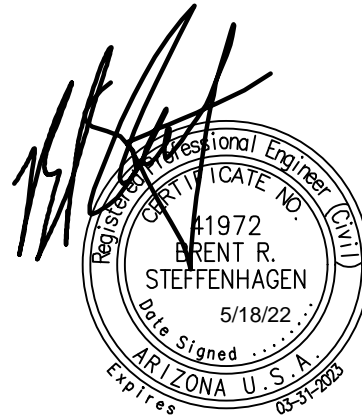
To verify this required fire flow can be delivered to the proposed hydrant from the existing system, a full water model will be run on the system during the permitting process, utilizing current fire flow test data from existing adjacent hydrants.

Water System Criteria:

In accordance with the requirements of the EPCOR Developer & Engineering Guide:

- Minimum water pressures shall not be less than;
 - 55 psi static
 - 40 psi at Peak Hour
 - 20 psi at Max Day + Fire Flow
- Maximum pressures in excess of 80 psi will require service line pressure reducing valves.
- Water main velocities for all mains less than 16 inches in diameter shall not exceed ten (10) feet per second.

Please note that this analysis is conceptual in nature to determine the water demand loads associated with the proposed development and identify minimum fire flow requirements and operational criteria. A more detailed evaluation will be provided during the permitting process and closely coordinated with EPCOR Water Arizona Inc. as the water provider. All required plan approvals and permits will be obtained from EPCOR prior to the commencement of construction operations.



ANDAZ RESORT EXPANSION SEWER SYSTEM ANALYSIS REPORT

May 17, 2022

Project Description:

The project site is rectangular in shape and encompasses approximately 5.03 acres and is currently undeveloped and vacant. The proposed development for the site includes construction of 10 new villas, ranging in size from approximately 2,145 sq. ft. (2-bedroom) to 4,070 sq. ft. (4-bedroom) with a new private 24-foot wide access drive. Proposed improvements will also include extensions of the private on-site sewer, water and fire lines to provide service to each villa and a proposed stormwater retention basin located at the south side of the site to provide the required stormwater retention volume.

The intent of this sewer design memo is to verify capacity of the new 8" private sewer main and that the existing downstream 8" public sewer line (owned by the City of Scottsdale) is sufficient to service the development. The existing on-site private sewer line ultimately connects to the City of Scottsdale public sewer in Rose Lane.

Site Information:

Assessor's Parcel No.: 174-65-004C

Site Address: 6041 N. Quail Run
Paradise Valley, AZ 85253

Site Area: 219,027 sq. ft. (5.03 acres)

Sewer Demand Calculations:

To determine the unit wastewater loads, the following references were used:

- City of Scottsdale Design Standards & Policies Manual (DSPM), 2018.

Currently the site is zoned R-43 (single-family residential) however, as part of the development, the parcel is anticipated to be rezoned to SUP Resort. Given the proposed improvements include the construction of 10 new villas, the proposed usage is assumed to be more closely related to that of single-family residential, therefore the proposed sewer demands were determined by using the Residential Design Flow criteria outlined in the City of Scottsdale DSPM, as such:

- Sanitary sewer lines 8 to 12 inches in diameter will be designed using 100 gallons per capita per day (gpcpd) and a peaking factor of 4.
- Residential densities are to assume 2.5 persons per dwelling unit.

Therefore, the proposed *Average Daily Flow* is:

$$\text{Total Average Daily Flow} = (100 \text{ gpcpd}) \times (2.5 \text{ persons/DU}) \times (10 \text{ DUs}) =$$

2,500 gal/day (1.74 gal/min)

Applying the peaking factor of 4 to determine *Total Peak Flow*:

$$\text{Total Peak Flow} = (4.0) \times (2,500 \text{ gal/day}) =$$

10,000 gal/day (6.94 gal/min)

Pipe Velocity and Capacity Calculations for Proposed Sewer Extension:

In accordance with the City of Scottsdale's DSPM, the depth to diameter ratio (d/D) for gravity sewer lines 12 inches in diameter or less shall not exceed 0.65 in the ultimate peak flow conditions. As such, the capacity of the proposed 8" diameter sewer was determined by setting the d/D ratio at 0.65 to determine maximum design depth and then calculating the velocity and flow capacity using Manning's Equation. The results are summarized in the table below:

Sewer Size (D):	8	inches	
Mannings n-value (n):	0.013		
Slope (S):	0.010	ft/ft	
Hydraulic Radius (R):	0.192	ft	For d/D = 0.65
Manning Equation:	$V = (k/n) \times (R)^{2/3} \times (S)^{1/2}$		k = 1.486
Velocity (V), for d/D=0.65:	3.80	ft/sec	Min = 2.5 ft/sec Max = 10.0 ft/sec
Pipe Capacity:	0.91	cfs	Q = V x A
	<u>588,148</u>	<u>gal/day</u>	<u>OK</u>

Evaluation of Existing Downstream Public Sewer:

To determine the effects of the proposed improvements on the existing downstream public sewer, the calculated *Total Peak Flow* from above was added to the overall contributing flows from the existing resort at the connection point to the public sewer at Rose Lane. Per the Wastewater Basis of Design Report prepared by Hubbard Engineering, dated June 1, 2015, the contributing peak flows for the original Andaz Resort improvements are summarized below:

$$\text{Total Peak Flow} = \mathbf{424,789 \text{ gal/day}}$$

To analyze the existing 8" public sewer at the downstream connection, the proposed Total Peak Flow of 10,000 gal/day from the proposed improvements is added to overall Total Peak Flow listed above:

DS Total Peak Flow = 424,789 gal/day + 10,000 gal/day =

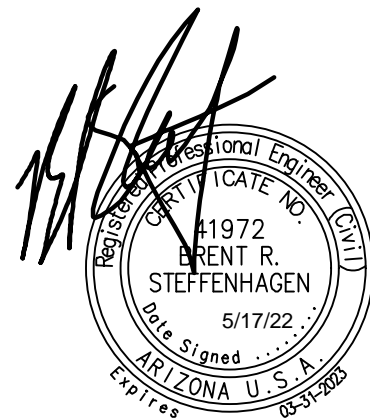
424,789 gal/day (295.00 gal/min) = 0.672 cfs

Calculating the full flow capacity of the existing 8" diameter downstream public sewer shows the existing line will have the capacity to handle the additional flow from the proposed improvements:

Sewer Size (D):	8	inches	
Mannings n-value (n):	0.013		
Slope (S):	0.0052	ft/ft	
Hydraulic Radius (R):	0.167	ft	R=D/4 (full pipe)
Manning Equation:	$V = (k/n) \times (R)^{2/3} \times (S)^{1/2}$		k = 1.486
Velocity (V), full pipe:	2.50	ft/sec	Min = 2.5 ft/sec Max = 10.0 ft/sec
Pipe Capacity:	0.87	cfs	Q = V x A
	<u>562,296</u>	<u>gal/day</u>	<u>OK</u>

Please note that this analysis is conceptual in nature to determine the feasibility of the existing sanitary sewer system to convey the additional flows from the proposed site development. A more detailed evaluation will be provided during the permitting process and closely coordinated with the City of Scottsdale as the owner of the downstream public sewer.

For further reference, a copy of the sewer capacity letter from the original Andaz Resort improvements is attached, citing Intergovernmental Agreement No. 980154 between the Town of Paradise Valley and the City of Scottsdale for acceptance and conveyance of sanitary sewage. It is anticipated that an updated copy of this letter will be obtained from the City of Scottsdale prior to the proposed development coming on-line.





Water Resources

9379 E. San Salvador
Scottsdale, AZ 85258

PHONE 480-312-5685
FAX 480-312-5615

July 10, 2013

Hubbard Engineering
1840 S. Stapley Drive, Suite 137
Mesa, AZ 85204

Attn: Shannon Wolfe, PE

Re: Sanitary sewer service to The Cottonwoods Resort in Paradise Valley, AZ

Dear Ms. Wolfe,

You have provided our City with an estimate of the proposed sanitary sewer flows to be generated by redevelopment of the Cottonwoods Resort property. These flows will not exceed the purchased capacity as described in Intergovernmental Agreement No. 980154 between the Town of Paradise Valley and the City for the acceptance and conveyance of sanitary sewage.

The City of Scottsdale's sanitary sewer collection system has sufficient capacity to accept the proposed flows and convey them to the City of Scottsdale's Princess metering station. Downstream of the Princess metering station, these flows enter into the Sub-regional Operating Group (SROG) Salt River Outfall (SRO) trunk line.

The City of Scottsdale has established operational requirements and maintenance procedures to assure efficient conveyance of sanitary sewer flows throughout its collection system.

If you have any questions regarding this information, please contact our office at 480-312-5685.

Sincerely,

A handwritten signature in black ink, appearing to be "DM", with a long horizontal line extending to the right.

Douglas L. Mann
Principal Planner

Email: Shannon Wolfe <swolfe@hubbardengineering.com>

ANDAZ RESORT EXPANSION
CONCEPTUAL DRAINAGE DESIGN MEMO
May 18, 2022

Project Description:

The project site is rectangular in shape and encompasses approximately 5.03 acres and is currently undeveloped and vacant. The proposed development for the site includes construction of 10 new villas, ranging in size from approximately 2,145 sq. ft. (2-bedroom) to 4,070 sq. ft. (4-bedroom) with a new private 24-foot wide access drive. Proposed improvements will also include extensions of the private on-site sewer, water and fire lines to provide service to each villa and a proposed stormwater retention basin located at the south side of the site to provide the required stormwater retention volume.

The intent of this Conceptual Drainage Design Memo is to preliminarily calculate the required volume of stormwater storage based on the Town of Paradise Valley standard drainage requirements and demonstrate that this required volume can be retained in an on-site above ground retention facility.

Site Information:

Assessor's Parcel No.: 174-65-004C

Site Address: 6041 N. Quail Run
Paradise Valley, AZ 85253

Site Area: 219,027 sq. ft. (5.03 acres)

Existing Site Conditions:

The existing property is currently vacant with minimal vegetation. The site slopes from west to east and there are no existing storm drain structures or retention facilities on-site.

Proposed Drainage Improvements:

The proposed development will include the construction of 10 new villas, each accessed off of a new private drive running north-south down the middle of the site. The proposed site grading will raise the elevation of each villa and provide a means of drainage around each towards the new private drive. From there, stormwater runoff will be routed down the gutter of the proposed drive to the south, where it will discharge into a new catch basin and be piped to the proposed above ground retention basin located at the south end of the property. The location of the proposed catch basin will also allow for an overland flow path to the new retention facility in the event that the catch basin becomes clogged or is inundated beyond its capacity.

Storm Water Storage:

In accordance with Section 3-2 of the current Town of Paradise Valley Storm Drainage Design Manual, the development will be required to retain runoff from the 100-year, 2-hour duration storm falling within the boundaries of the development. This volume is determined from the equation below:

$$V_r = C(R/12)A$$

where,

V_r = Required storage volume in cubic feet.

R = Precipitation amount = The depth in inches of the 100-year, 2-hour rainfall.

A = Area of disturbance in square feet.

C = Weighted average runoff coefficient over entire site.

For the subject property, the value of “ R ” is determined from NOAA Atlas 14 Point Precipitation Frequency Estimates at the location of the project. This value is 2.19” as found on a copy of NOAA Atlas 14, attached.

As the proposed land usage is assumed to be similar to a single family residential development, an average runoff coefficient, “ C ”, of 0.80 is used to reflect a “Medium Density Residential” land use category, per Table 3.2 of the Flood Control District of Maricopa County’s Drainage Design Manual, Hydrology, current issue.

Therefore, the required stormwater storage for the proposed site improvements has been calculated as such:

$$\mathbf{V_r = (0.80) \times (2.19/12) \times (219,027) = 31,978 \text{ cubic feet}}$$

A proposed above ground retention basin has been preliminarily sized to contain this required volume, and will be located at the south side of the property. As shown on the Conceptual Grading and Drainage Plan, the proposed basin will provide a total volume of 32,562 cubic feet at a maximum depth of three feet with 4:1 side slopes, per the Town’s Storm Drainage Design Manual requirements. A summary of the provided volume calculation is included at the end of this design memo.

Disposal of retained stormwater will be achieved utilizing drywells to ensure the required volume of water is drained within the required 36-hour maximum time period.






NOAA Atlas 14, Volume 1, Version 5
Location name: Paradise Valley, Arizona, USA*
Latitude: 33.5263°, Longitude: -111.9296°
Elevation: 1308.37 ft**

* source: ESRI Maps
** source: USGS



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sarah Dietz, Sarah Heim, Lillian Hiner, Kazungu Maitaria, Deborah Martin, Sandra Pavlovic, Ishani Roy, Carl Trypaluk, Dale Unruh, Fenglin Yan, Michael Yekta, Tan Zhao, Geoffrey Bonnin, Daniel Brewer, Li-Chuan Chen, Tye Parzybok, John Yarchoan

NOAA, National Weather Service, Silver Spring, Maryland

[PF_tabular](#) | [PF_graphical](#) | [Maps_&_aerials](#)

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches) ¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.186 (0.156-0.227)	0.243 (0.204-0.297)	0.330 (0.275-0.401)	0.396 (0.328-0.481)	0.486 (0.397-0.587)	0.555 (0.447-0.667)	0.626 (0.495-0.750)	0.699 (0.543-0.836)	0.795 (0.601-0.952)	0.869 (0.644-1.04)
10-min	0.283 (0.237-0.346)	0.370 (0.311-0.452)	0.502 (0.418-0.611)	0.603 (0.500-0.732)	0.740 (0.603-0.893)	0.846 (0.680-1.01)	0.953 (0.753-1.14)	1.06 (0.826-1.27)	1.21 (0.916-1.45)	1.32 (0.981-1.59)
15-min	0.350 (0.293-0.428)	0.458 (0.385-0.560)	0.622 (0.518-0.757)	0.748 (0.620-0.907)	0.917 (0.748-1.11)	1.05 (0.843-1.26)	1.18 (0.934-1.42)	1.32 (1.02-1.58)	1.50 (1.14-1.80)	1.64 (1.22-1.97)
30-min	0.472 (0.395-0.577)	0.617 (0.519-0.754)	0.838 (0.698-1.02)	1.01 (0.834-1.22)	1.24 (1.01-1.49)	1.41 (1.14-1.70)	1.59 (1.26-1.91)	1.78 (1.38-2.12)	2.02 (1.53-2.42)	2.21 (1.64-2.65)
60-min	0.584 (0.489-0.714)	0.764 (0.642-0.934)	1.04 (0.864-1.26)	1.25 (1.03-1.51)	1.53 (1.25-1.85)	1.75 (1.41-2.10)	1.97 (1.56-2.36)	2.20 (1.71-2.63)	2.50 (1.89-2.99)	2.73 (2.03-3.28)
2-hr	0.678 (0.576-0.811)	0.878 (0.746-1.05)	1.18 (0.993-1.40)	1.40 (1.17-1.67)	1.71 (1.41-2.02)	1.94 (1.59-2.30)	2.19 (1.76-2.58)	2.44 (1.92-2.87)	2.77 (2.13-3.26)	3.03 (2.28-3.59)
3-hr	0.744 (0.629-0.900)	0.953 (0.810-1.16)	1.25 (1.06-1.51)	1.49 (1.24-1.79)	1.82 (1.50-2.17)	2.08 (1.69-2.48)	2.36 (1.88-2.80)	2.64 (2.07-3.14)	3.04 (2.31-3.61)	3.36 (2.49-3.99)
6-hr	0.895 (0.773-1.06)	1.13 (0.981-1.34)	1.45 (1.25-1.71)	1.71 (1.46-2.00)	2.05 (1.73-2.39)	2.32 (1.93-2.70)	2.61 (2.13-3.02)	2.89 (2.32-3.36)	3.29 (2.57-3.82)	3.60 (2.74-4.19)
12-hr	1.00 (0.872-1.17)	1.26 (1.10-1.47)	1.60 (1.39-1.86)	1.86 (1.61-2.16)	2.22 (1.89-2.56)	2.49 (2.10-2.87)	2.78 (2.30-3.20)	3.06 (2.50-3.53)	3.44 (2.75-3.99)	3.74 (2.93-4.36)
24-hr	1.19 (1.05-1.37)	1.51 (1.33-1.74)	1.96 (1.72-2.25)	2.31 (2.03-2.66)	2.80 (2.44-3.21)	3.19 (2.76-3.65)	3.60 (3.09-4.11)	4.02 (3.42-4.59)	4.60 (3.87-5.25)	5.05 (4.21-5.80)
2-day	1.29 (1.13-1.47)	1.64 (1.45-1.88)	2.16 (1.90-2.47)	2.57 (2.25-2.93)	3.14 (2.74-3.59)	3.60 (3.12-4.11)	4.09 (3.52-4.67)	4.59 (3.92-5.24)	5.30 (4.47-6.06)	5.86 (4.90-6.73)
3-day	1.36 (1.20-1.56)	1.75 (1.54-2.00)	2.30 (2.02-2.62)	2.75 (2.40-3.13)	3.37 (2.94-3.84)	3.88 (3.36-4.41)	4.41 (3.79-5.03)	4.98 (4.24-5.67)	5.77 (4.86-6.58)	6.41 (5.35-7.33)
4-day	1.44 (1.27-1.65)	1.85 (1.63-2.11)	2.44 (2.14-2.78)	2.92 (2.56-3.32)	3.60 (3.13-4.10)	4.15 (3.59-4.72)	4.74 (4.07-5.38)	5.36 (4.56-6.10)	6.24 (5.25-7.10)	6.96 (5.79-7.94)
7-day	1.62 (1.42-1.85)	2.07 (1.82-2.37)	2.74 (2.40-3.13)	3.28 (2.86-3.74)	4.05 (3.51-4.61)	4.66 (4.02-5.31)	5.32 (4.56-6.06)	6.02 (5.12-6.87)	7.01 (5.88-8.00)	7.81 (6.48-8.93)
10-day	1.75 (1.54-2.00)	2.24 (1.97-2.56)	2.96 (2.60-3.37)	3.54 (3.10-4.02)	4.35 (3.79-4.94)	5.01 (4.33-5.67)	5.70 (4.90-6.46)	6.43 (5.49-7.29)	7.46 (6.28-8.46)	8.28 (6.91-9.41)
20-day	2.16 (1.91-2.45)	2.78 (2.45-3.14)	3.67 (3.24-4.15)	4.35 (3.82-4.91)	5.26 (4.61-5.93)	5.96 (5.20-6.72)	6.67 (5.79-7.54)	7.40 (6.39-8.37)	8.38 (7.17-9.51)	9.14 (7.76-10.4)
30-day	2.52 (2.22-2.86)	3.25 (2.86-3.68)	4.28 (3.77-4.85)	5.07 (4.45-5.73)	6.13 (5.36-6.93)	6.95 (6.05-7.84)	7.79 (6.75-8.77)	8.64 (7.45-9.73)	9.79 (8.38-11.0)	10.7 (9.06-12.1)
45-day	2.91 (2.58-3.29)	3.75 (3.32-4.24)	4.95 (4.38-5.58)	5.84 (5.15-6.58)	7.01 (6.16-7.90)	7.89 (6.91-8.89)	8.79 (7.66-9.91)	9.68 (8.41-10.9)	10.9 (9.37-12.3)	11.8 (10.1-13.3)
60-day	3.21 (2.86-3.62)	4.15 (3.69-4.67)	5.47 (4.85-6.14)	6.42 (5.68-7.22)	7.67 (6.77-8.61)	8.59 (7.55-9.65)	9.52 (8.34-10.7)	10.4 (9.10-11.7)	11.6 (10.1-13.1)	12.5 (10.8-14.2)

¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

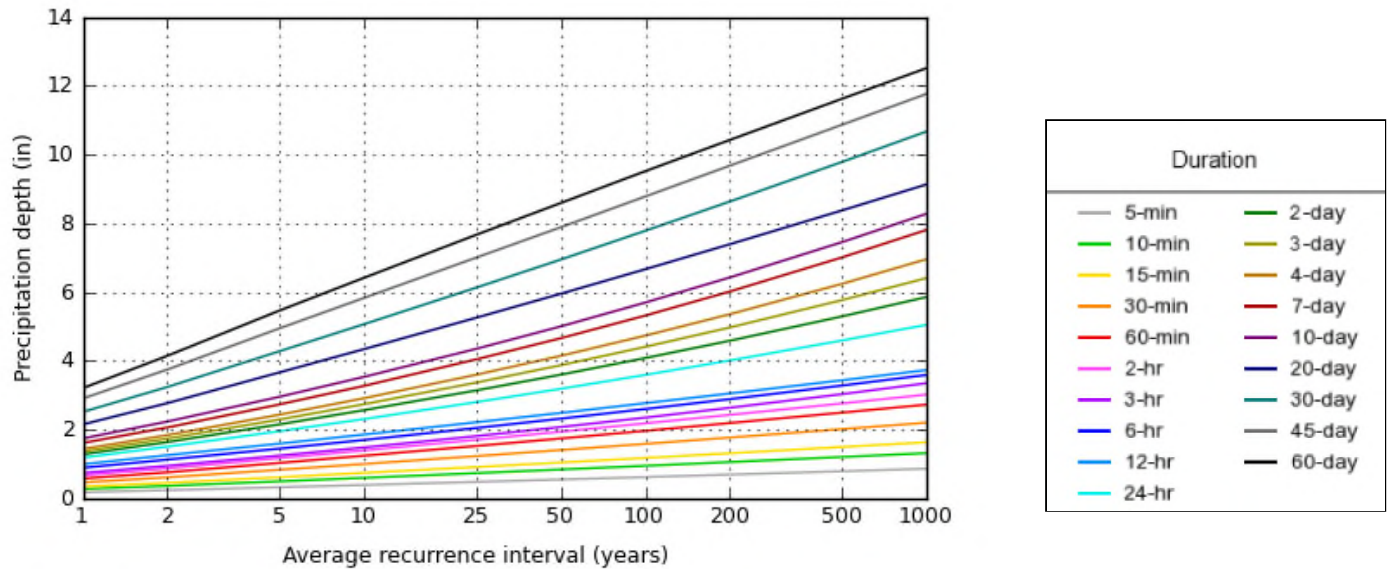
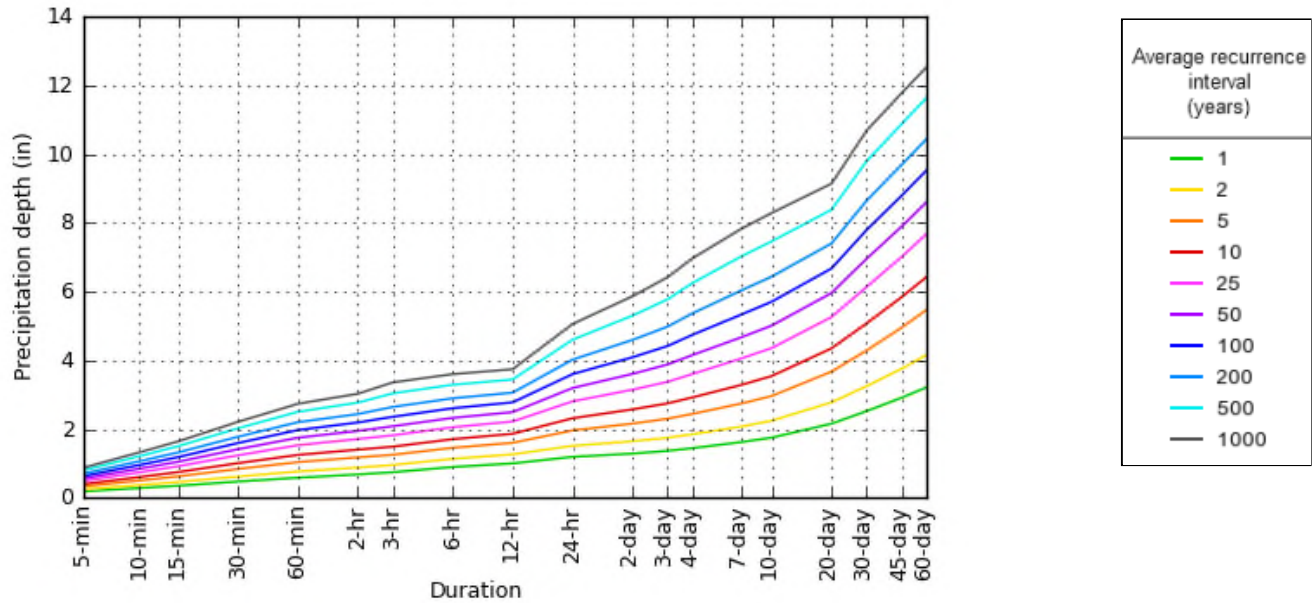
Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.

Please refer to NOAA Atlas 14 document for more information.

[Back to Top](#)

PF graphical

PDS-based depth-duration-frequency (DDF) curves
Latitude: 33.5263°, Longitude: -111.9296°



Maps & aerials

Small scale terrain



Large scale terrain



Large scale map



Large scale aerial



[Back to Top](#)

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[National Weather Service](#)
[National Water Center](#)
1325 East West Highway
Silver Spring, MD 20910
Questions?: HDSC.Questions@noaa.gov

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HYDRAULIC CALCULATION SHEET
Provided Retention Volume Calculations
Hubbard Engineering

Project Name: Andaz Quail Run Parcel
Project No.: 22121

Prepared By: BRS **Date:** 5/13/2022

$$\text{Volume Provided (Vp)} = \frac{d}{3} [A_1 + A_2 + \sqrt{(A_1)(A_2)}]$$

RB-01

Elevation	Area [ft ²]	Depth [ft]	Volume	
			[ft ³]	[ac-ft]
1311.00	14,559			
		1.00	13,317	0.3057
1310.00	12,113			
		1.00	10,822	0.2484
1309.00	9,580			
		1.00	8,423	0.1934
1308.00	7,317			
TOTAL			32,562	0.7475

TOWN OF PARADISE VALLEY

Discussion of Statement of Direction
Andaz Resort Intermediate Special Use Permit Amendment
6160 N Scottsdale Rd & 6041 N Quail Run Rd
Town Council
Work Study

September 8, 2022



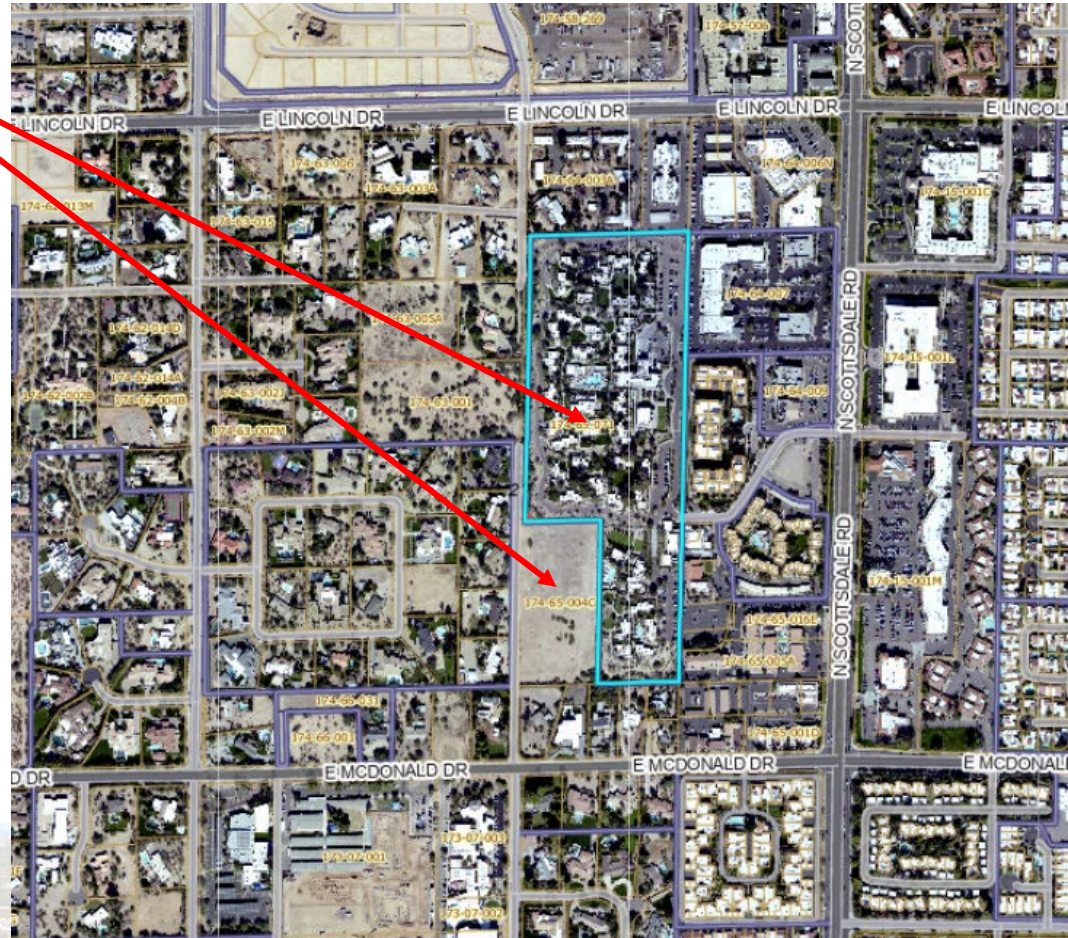
TODAY'S GOAL

- Review Draft Statement of Direction (SOD)



VICINITY MAP

Subject Properties



BACKGROUND

- SUP issued July 10, 1975
- 2014:
 - Major SUP Amendment to renovate resort
 - General Plan Amendment changed land use designation of 6041 N Quail Run Rd from Low Density Residential to Resort/Country Club (Resolution No. 1267)
 - Scope of project changed and development of 6041 N Quail Run was removed from 2014 Amendment
 - GPA not required since 6041 Quail Run already designated as Resort/Country Club
- 2015:
 - Managerial & Minor Amendments
 - Relocation of spa/fitness building, replacement of permanent tent with enclosed structure, resort lighting, signage

SCOPE OF REQUEST

- Intermediate SUP Amendment:
 - Incorporate & Develop 6041 N Quail Run Rd into Resort
 - 10 luxury single-story guest units:
 - 2,853 sq ft - 5,410 sq ft with private pools
 - New one-story service building
 - New perimeter walls:
 - 6' and 8' tall
-
- Process: SUP Amendment, Rezoning of 6041 Quail Run Rd, and Non-Admin Lot Combo
 - Today: Review Draft SOD

OVERALL SITE PLAN



GUEST UNITS

- 10 New Guest Units with Carports:
 - Managed by resort
 - No lock-offs

	Guest Units	SUP Guideline/Town Code/SUP
Height	12' - 14' tall Units Single Story 9' tall Carport	36' Tall
Setbacks	100' from South PL 40' from West PL	100' from Residential (SUP Guide) 100' from Street (SUP Guide) 40' Rear (Zoning Ord)
Square Footage	14.65% Lot Coverage Four 2 bedroom (2,853 SF) Five 3 bedroom (3,278 SF) One 4 bedroom (5,410 SF)	25% Lot Coverage
Keys	195 Keys 10 New Units/No Lock-offs	201 Keys Approved

GUEST UNIT POOLS & FENCE WALLS

■ Private pools for each Guest Unit

	Pools	SUP Guideline/Town Code/SUP
Setbacks	70' from South PL 20' from West PL (Post Dedication)	20' Side/Rear (Zoning Ord) No Recommended Setbacks (SUP Guidelines)

■ Perimeter Fence Walls and Enclosed Yard Walls

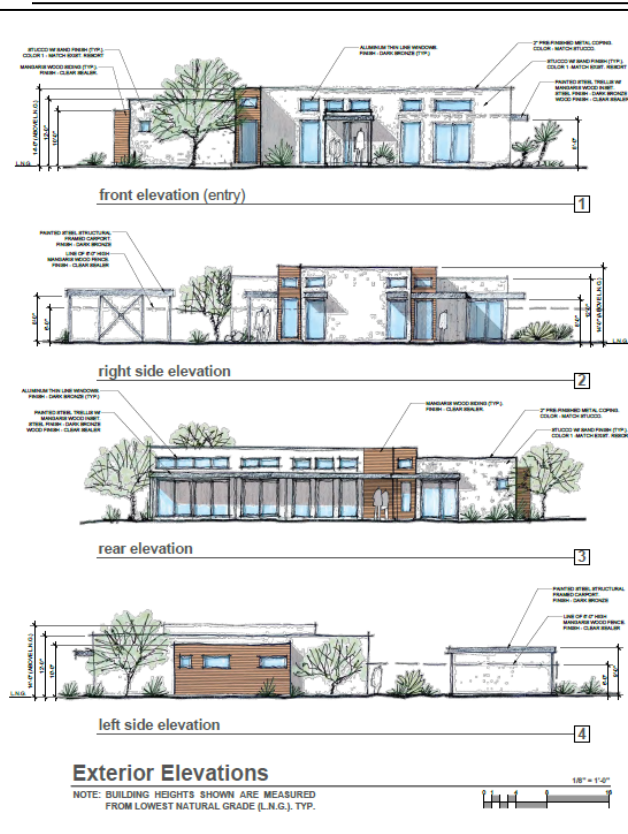
	Perimeter Fences	Yard Fences	SUP Guideline/Town Code/SUP
Setbacks	0' from South PL 0' -14' Meander from West PL	50' from South PL 0' from West PL	0' from Neighbor/South 15' Meander from Street 20' Straight from Street
Height	8' tall along South PL 6' tall along West PL	8' tall along South PL 6' tall along West PL	8' adjoining Residential 6' adjoining Street

ENLARGED SITE PLAN

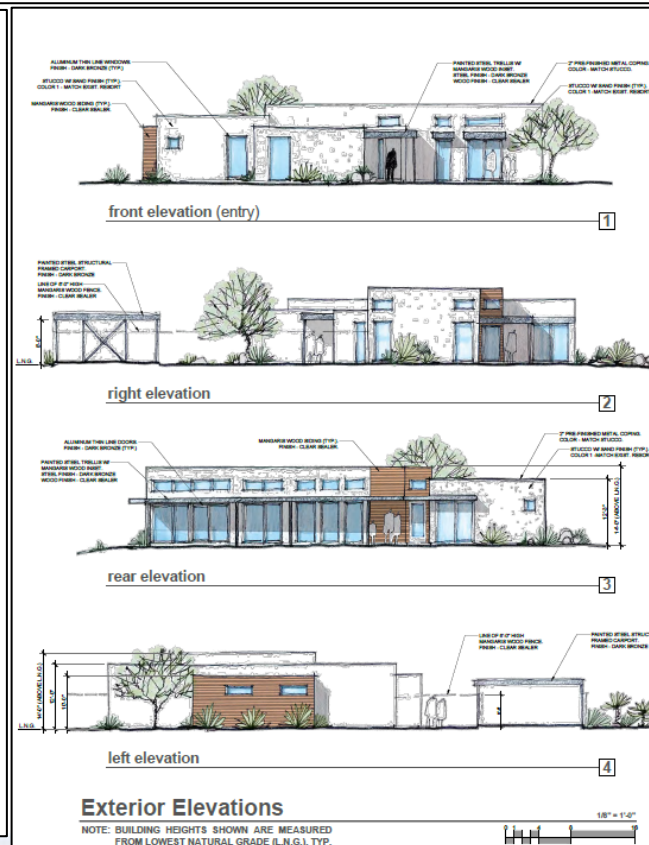


GUEST UNIT ELEVATIONS

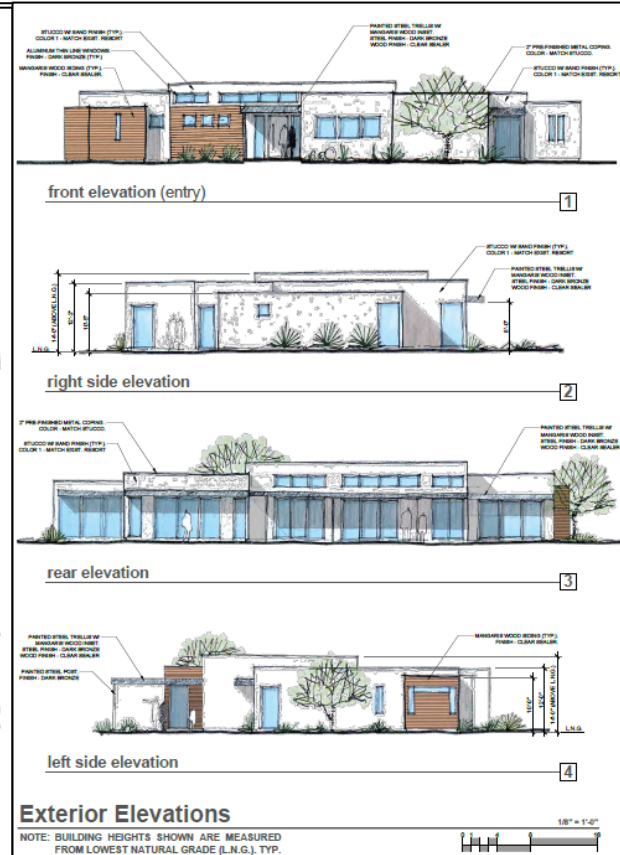
10



2 Bedroom



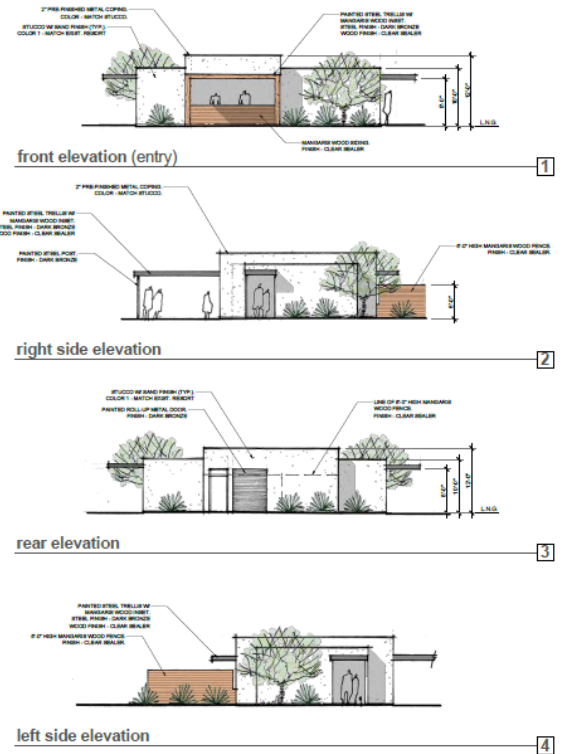
3 Bedroom



4 Bedroom



	Service Building	SUP Guideline/Town Code/SUP
Height	12' Tall Single Story	18' Tall
Setbacks	250' +/- from South PL 250' +/- from West PL	100' from Residential (SUP Guide) 100' from Street (SUP Guide)
Square Footage	14.65% Lot Coverage 1,200 SF	25% Lot Coverage



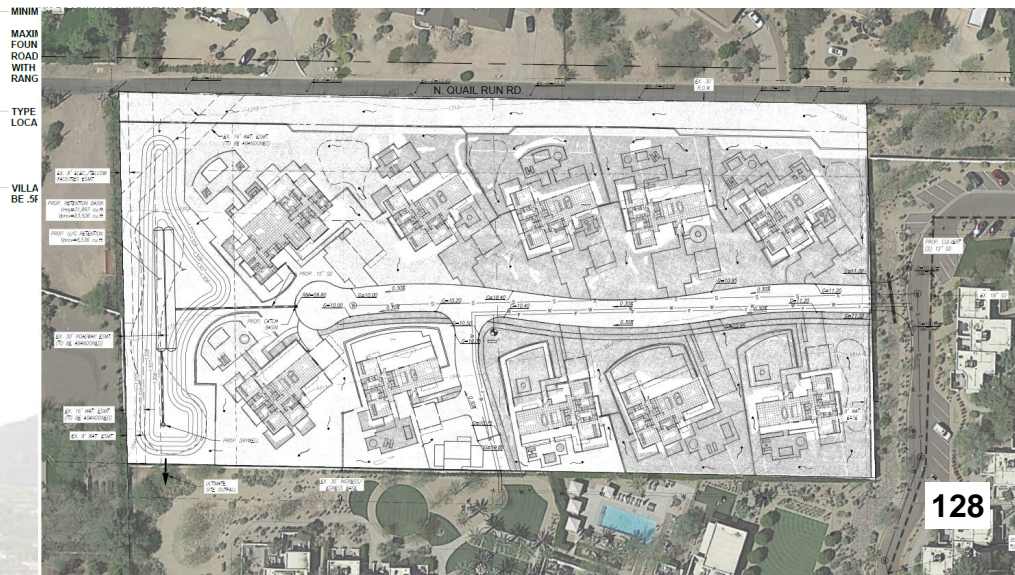
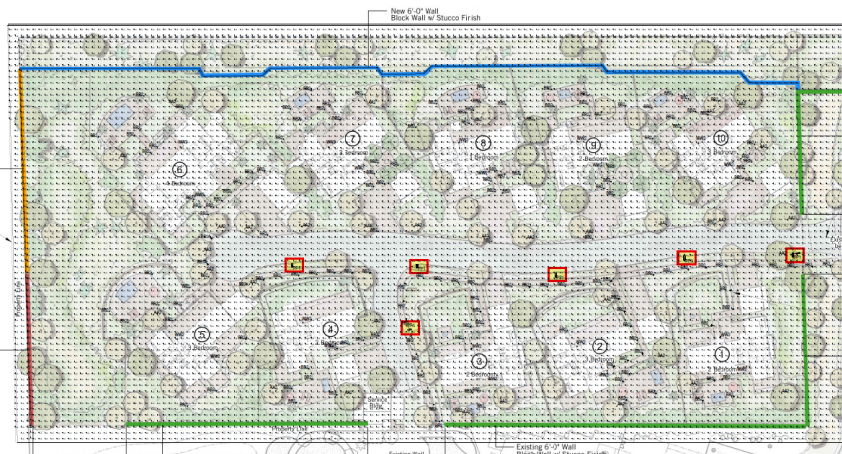
Exterior Elevations

NOTE: BUILDING HEIGHTS SHOWN ARE MEASURED
FROM LOWEST NATURAL GRADE (L.N.G.). TYP.



ASSOCIATED IMPROVEMENTS

- Lighting & Landscaping
- Signage
- Parking & Circulation
- Quail Run Rd ROW Dedication
- Grading & Drainage



GENERAL PLAN POLICIES

Primary policies fall under Goals LU 3 and LU 4 Special Use Permit Property

LU 3.2 - The Town shall require development or redevelopment within Special Use Permit properties to provide any necessary mitigation achieved through context and scale, and architectural design, setbacks, sound moderation, resort property programming, and landscape buffering.

LU 3.1 - Consideration of Special Use Permit applications for development or redevelopment should balance a need for the Town's fiscal health against a steadfast commitment to protect the Town's low-density residential character and quality of life.



SOD CONSIDERATION POINTS

- SOD provides general guidelines and/or project parameters
Council wants Commission to review and/or not review
- SOD issuance begins SUP review process
- The SOD is not a final decision of the Council
- It creates no vested right to a SUP approval
- Commission, by majority vote, can request clarification and/or expansion of SOD to Council



SOD CONSIDERATION POINTS (CONT.)

General Items

- Anticipated time frame for completion
- Evaluate Development Standards
- Policy preferences, mitigate undesired outcomes (e.g. noise, lighting, etc.), or areas where no further review is necessary

SUP Items

- Uses
- Lot coverage/density
- Massing/Scale
- Perimeter setbacks
- Maximum heights
- View Corridors
- Circulation
- Known issues, if any



DRAFT SOD - OVERALL

- Commission to review visible, audible, and operational effects on neighbors
- Commission to complete review by February 10, 2023
- Council to issue SOD within 45 days of first staff presentation:
 - Issued by October 23, 2022
- Draft SOD broken into 7 Sections

DRAFT SOD - USE

1. Evaluate if changes or measures needed to mitigate adverse effects :
 - a. Location and orientation of guest units, pools, service building, and fence walls,
 - b. Evaluation of Noise Impact Study. Study identifies that worst-case scenario of all pools being occupied during an event should have noise level which does not exceed 56 dba. However, Code also limits output to 45 dba on Sundays, legal holidays, and between hours of 10 pm – 7 am. Commission shall consider and evaluate following:
 - i. Limiting hours of use/operation of pools
 - ii. Limiting hours of operation of outdoor events at guest units
 - iii. Limiting hours of operation of service building
 - iv. Limiting or prohibiting exterior amplified music or PA system
 - c. Evaluating location and screening of mechanical equipment
 - d. Evaluating lighting (location, types of fixtures, output, color temp)

DRAFT SOD – SETBACKS & HEIGHT

2. Evaluate location and setbacks of new guest units/carports and evaluate location, setback, and heights of new fence walls:
 - a. Guest units setback minimum of 100' from south property line and minimum setback of 40' from post dedication property line adjoining Quail Run Rd. 40' setback requirement from Quail Run Rd post dedication property line is less than 100' setback recommended by SUP Guidelines but compliant with primary residence rear yard setback for R-43 zoning district.
 - b. SUP Guidelines recommended fences meet residential fence walls standards in Article 24 of ZO. Western fence wall and portions of internal "yard" walls adjoining Quail Run Rd not compliant with standards in Article 24; which identifies 6' tall meandering fence wall shall meander between 10' and 20' setback lines with average setback of 15'. Proposed fence has slight meander with much of fence on the western property line (0' setback) and portions of wall setback 6' to 14' from property line. Also, many internal yard walls connect to perimeter fence at western property line.

3. Engineer recommends applicant pave ROW dedication with asphalt and ribbon curb to provide safe passage for two vehicles.

Applicant proposing to landscape dedicated area due to limited use of this street and to match northern portion of ROW that was landscaped with 2014 SUP amendment.

Commission to evaluate if dedicated portion of ROW should be paved or landscaped. If it is determined that ROW dedication shall be paved, applicant must provide preliminary paving plans for review. If it is determined that this area should be landscaped, detailed landscape plan must be provided for PC to examine amount and type of proposed landscaping in this area

4. Detailed landscape plan must be submitted for PC review. SUP Guidelines recommend 40' wide landscape buffer adjoining residential property and 30' wide landscape buffer adjoining a local road. Southern part is compliant with 40' wide landscape buffer but west side not compliant with 30' landscape buffer.

Since applicant is proposing to landscape dedicated portion of right-of-way along Quail Run Rd, PC to evaluate southern and western landscape areas to determine if there is sufficient landscaping in these areas and if landscaping Quail Run ROW dedication is an appropriate and sufficient buffer.

Commission shall also evaluate proposed lighting for any potential impacts to the adjoining residential properties.

DRAFT SOD – G&D, WATER, AND SEWER

5. Conceptual G&D plans and preliminary drainage memo, water system analysis, and sewer system analysis have been provided.

More detailed plans and reports shall be provided for PC review and evaluation. Commission shall review and examine storm water flows, on-site retention, location of utility cabinets and pedestals, preliminary sewer plans, preliminary water basis of design report, and fire flow rate for this area.

6. Resort entrance will remain the same from Scottsdale Road and guest units will not be accessible from Quail Run Rd.

New 24' wide drive aisle/roadway will connect to existing resort to provide access to 10 new guest units. Commission shall evaluate Trip Generation Report and applicant must provide preliminary paving plans of internal drive aisle/roadway for PC review.

Also, resort currently has 278 parking spaces on site and each guest unit will have a 2-car detached carport; which is compliant with SUP Guidelines. PC may require a Parking Analysis if necessary.

DRAFT SOD – SIGNAGE

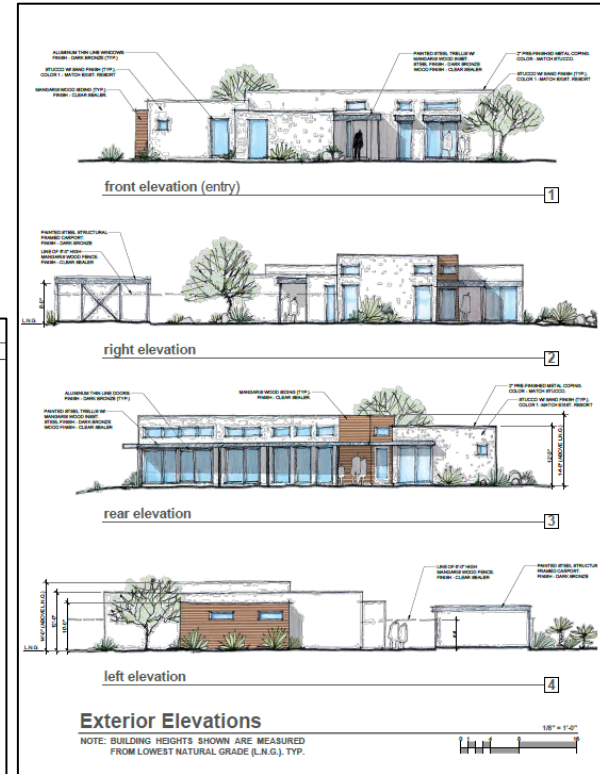
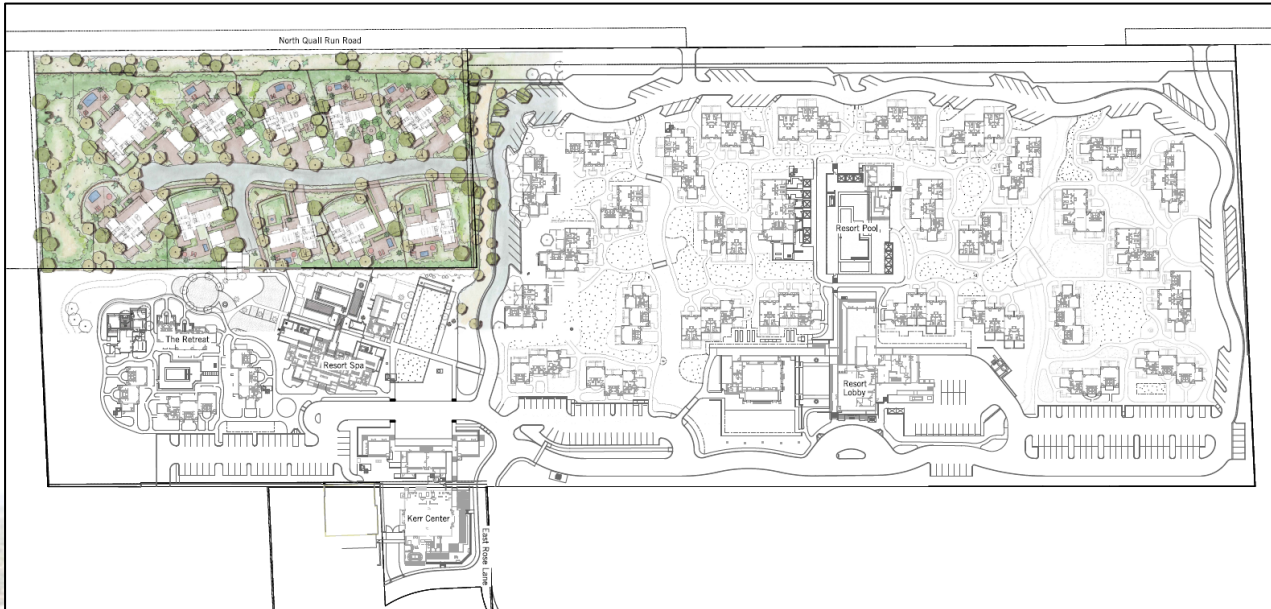
7. New building and directional signage will accommodate improvements. SUP Guidelines identify recommended standards for monument and directional signs, but do not provide recommended standards for building signage. Commission shall evaluate the size, height, location, and illumination of all proposed signs for appropriateness with SUP and compliance with SUP Guidelines.

NEXT STEPS

- Update Draft SOD with Direction Received Today
- September 22nd TC WS – 2nd Review of Draft SOD
- October 13th TC PM - Action on Final SOD Draft

QUESTIONS?

26

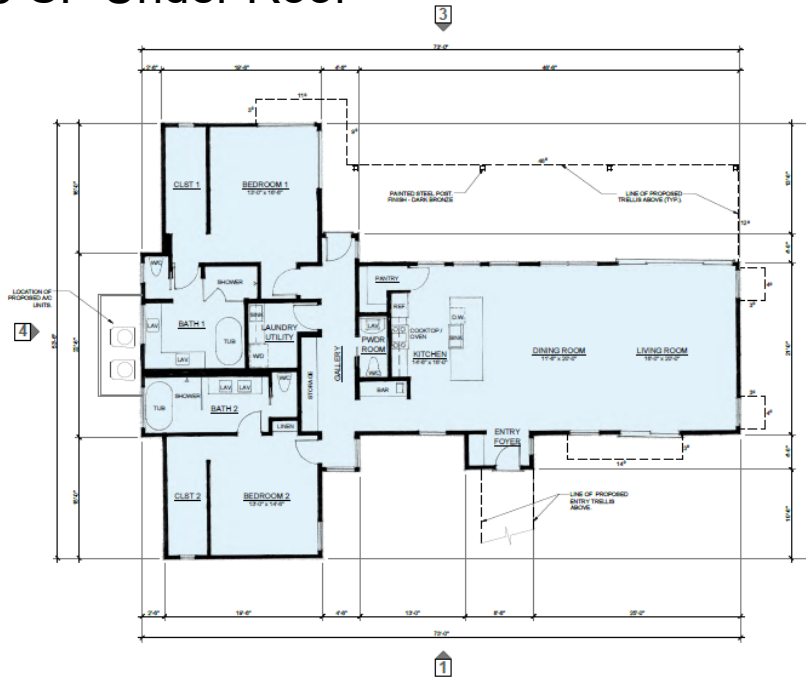


141

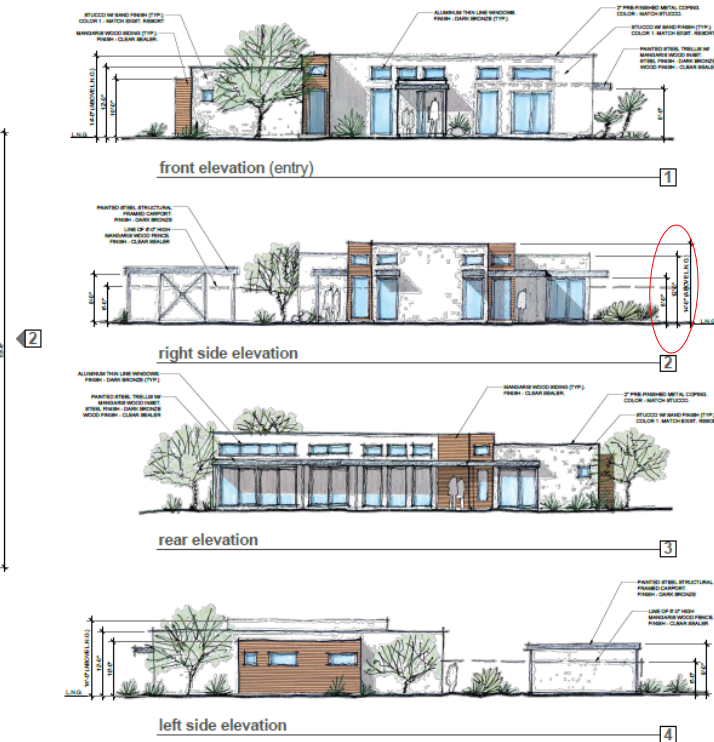
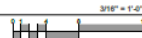
September 8, 2022

TWO BEDROOM UNIT/VILLA

2,853 SF Under Roof

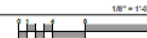


Floor Plan
2,145 SF



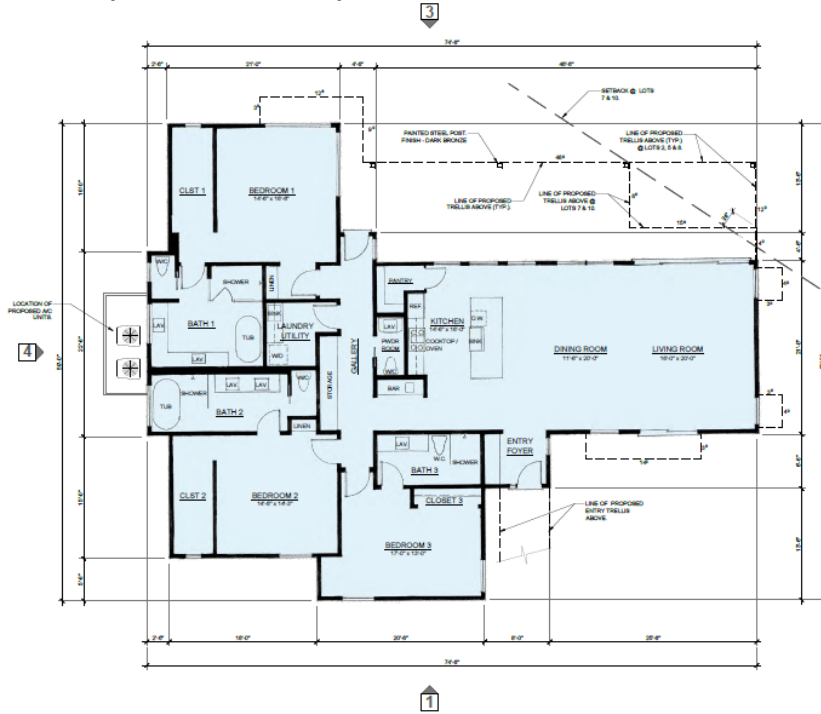
Exterior Elevations

NOTE: BUILDING HEIGHTS SHOWN ARE MEASURED FROM LOWEST NATURAL GRADE (L.N.G.). TYP.



THREE BEDROOM UNIT/VILLA

3,278 SF (under roof)



Exterior Elevations

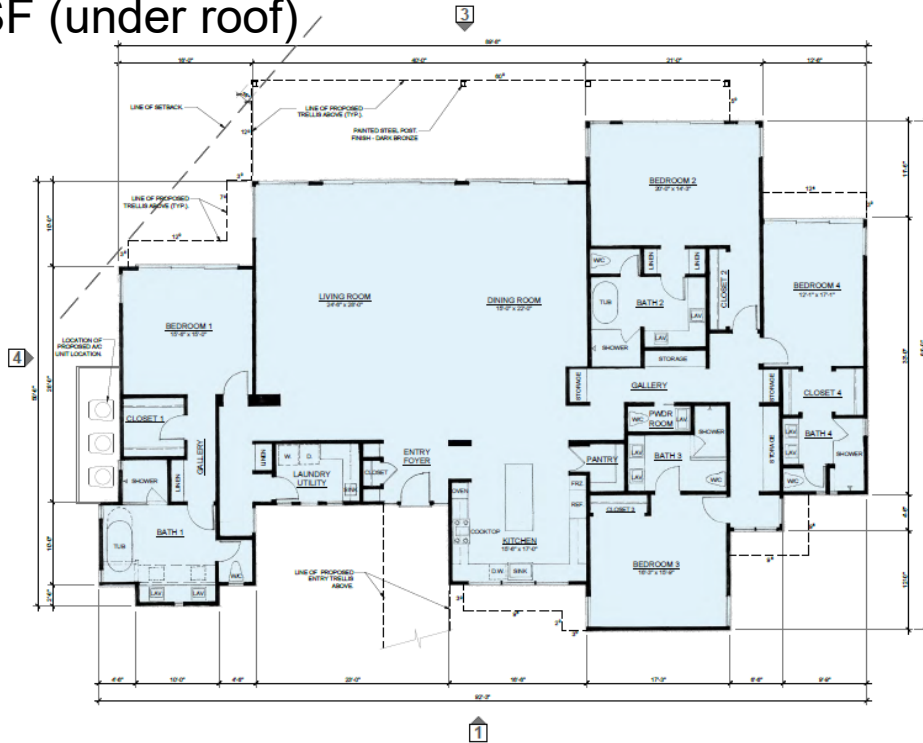
NOTE: BUILDING HEIGHTS SHOWN ARE MEASURED FROM LOWEST NATURAL GRADE (L.N.G.), TYP.



THREE BEDROOM VILLA

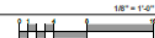
FOUR BEDROOM UNIT/VILLA

5,410 SF (under roof)



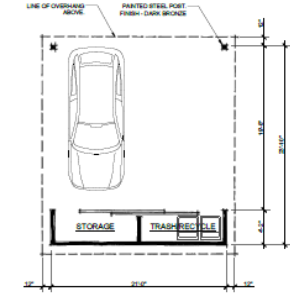
Exterior Elevations

NOTE: BUILDING HEIGHTS SHOWN ARE MEASURED FROM LOWEST NATURAL GRADE (L.N.G.), TYP.

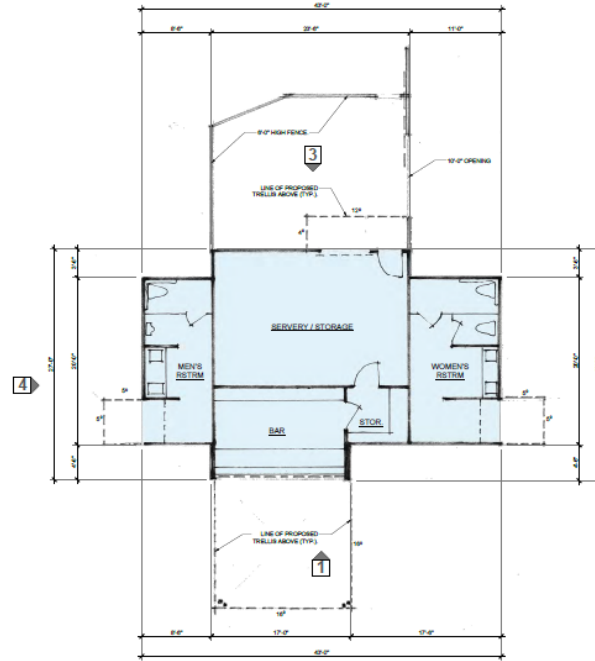


FOUR BEDROOM VILLA

SERVICE BUILDING



Carport Plan (Typical)



Floor Plan

743 SF



Exterior Elevations

NOTE: BUILDING HEIGHTS SHOWN ARE MEASURED FROM LOWEST NATURAL GRADE (L.N.G.), TYP.



SITE DATA

	SUP Guidelines	Existing	Proposed
Lot Size	Minimum 20 Acres	964,042 S.F. (22.13 Acres)	1,183,069 S.F. (27.16 Acres)
Building Area	60% all impervious area 709,841 S.F.	138,466 S.F. (141,000 S.F. Approved)	173,275 S.F.
Keys	295 (1 per 4,000 S.F.)	185 (201 Approved)	195
Lot Coverage	25%	14.36%	14.65%

George Burton

From: Gary Stougaard [REDACTED]
Sent: Friday, August 19, 2022 3:00 PM
To: George Burton
Cc: Lisa Collins; Paul Michaud
Subject: FW: Recap of the Neighbor Meeting

External email: use caution with links & attachments

George –

Here is a summary of the meeting with our neighbors to discuss the proposed 10 unit residential expansion of the Andaz Scottsdale Resort & Bungalows this past Tuesday evening, prepared by Deanna Zuber-Galloway, the Director of Sales & Marketing for the Resort who was in attendance at the meeting.

Despite Deanna's enthusiasm as to the feelings of our neighbors after the meeting, I am not certain that all were project "supporters" upon leaving. However, I would agree that all were clearly impressed with the thought and consideration of their likely concerns reflected in our proposed development plans.

Gary

From: Zuber-Galloway, Deanna (PHXAZ) [REDACTED]
Sent: Friday, August 19, 2022 7:58 AM
To: Gary Stougaard [REDACTED]
Cc: Miller, Jeffrey (PHXAZ) [REDACTED]
Subject: Recap of the Neighbor Meeting

Hi Gary,

Great to see you this week. I think the meeting went very well with our neighbors Tuesday evening. We had a total of 6 of our neighbors show up for the presentation for the proposed development of the adjacent five acre parcel. All clearly came with concerns and invested interest in the project. Your presentation was thorough and walked them through not only what to expect but how the proposed expansion would benefit them in regard to both noise management and aesthetics compared to the alternative of placing 4 houses on this parcel. Their questions regarding lighting, lack of rooftop access, height of the buildings, landscaping and sound management were addressed as part of the presentation and I watched as they quickly relaxed and were almost surprised with how thoughtful you had been with anticipating their concerns with the proposed plan. Even our toughest critic and newest neighbor, Jeremy, commented that "this was the best possible outcome".

The meeting sign-in sheet included the following attendees:

Colleen and Fred Steinberg
Jeremy & Teresa Chandler (Jeremy in attendance)
Todd & Deborah Cusolle (Todd in attendance)

[REDACTED]

Warren & Nancy Bryant

It is of my opinion that upon leaving, all of the neighbors in attendance were supporters of the project moving forward.

Looking forward to September and moving forward with more plans!

Deanna Zuber-Galloway

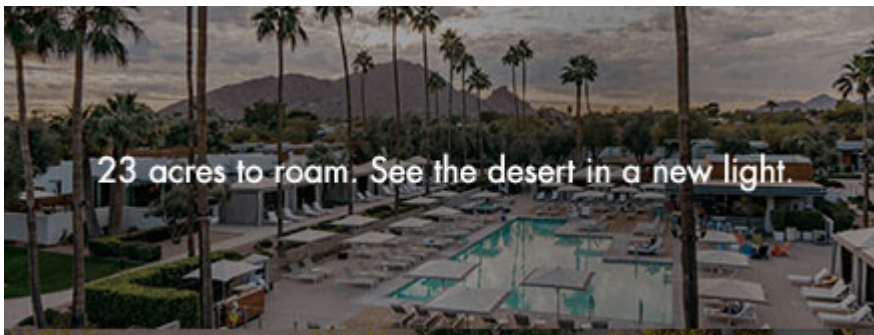
Director of Sales, Events, & Marketing

ANDAZ SCOTTSDALE RESORT & BUNGALOWS

6114 N. Scottsdale Road, Scottsdale, AZ 85253

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2022 AAA Four Diamond Resort

2021 Condé Nast Traveler Readers' Choice Award - #5 Top Resort in The Southwest

2021 USA Today 10Best Reader's Choice Travel Awards "Best Hotel Spa"

2021 The Knot Best of Weddings

THINK BEFORE YOU PRINT.

Please consider the environment before printing this email.



Action Report

File #: 22-263

AGENDA TITLE:

Discussion and Direction to Staff and Planning Commission for Town Facilitated Cell Coverage Applications to Close the Gaps in Cell Coverage

STAFF CONTACT:

TOWN *Of* **PARADISE VALLEY**



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill Keimach, Town Manager
Lisa Collins, Community Development Director
Paul Michaud, Planning Manager

DATE: September 8, 2022

DEPARTMENT: Town Manager
Paul Michaud, 480-348-3574

AGENDA TITLE:

Discussion and Direction to Staff and Planning Commission for Town Facilitated Cell Coverage Applications to Close the Gaps in Cell Coverage.

SUMMARY STATEMENT:

Since 2018, the Town has focused on four goals to improve cell coverage in Paradise Valley. Three of those goals have been completed; this Study Session provides the potential for implementing the remaining goal of providing the greatest coverage and capacity with the least visible infrastructure. After several years of technical and collaborative efforts between the Town; the Town's technical consultant, EWS; and the carriers; we have prioritized five sites that could most effectively improve cell coverage in PV.

BACKGROUND:

On February 22, 2018, the Council established the Cellular Service Task Force and in July, 2018 the Town of Paradise Valley conducted a request for information in an effort to achieve several goals associated with improving cellular service throughout the Town, including outdoors, in vehicles, and in buildings. The Town Council identified these goals as a high priority and established a Cellular Service Task Force headed by then Vice Mayor Bien-Willner. The goals included 1) Improvement of voice service (fewer dropped calls); 2) Preserve and maintain the Town's aesthetics; and 3) Provide the greatest coverage and capacity with the least visible infrastructure; and 4) Provide infrastructure for future services.

The Town collaborated with cellular carriers to accomplish these goals and created a Cell Task Force of resident experts to assist on an informal basis.

Goal 1 initially started with information to Paradise Valley residents on cellular boosters to improve in-home cellular coverage provided through the Town's website, coffee with a cop, the Town of Paradise Valley Independent and a residential brochure.

Goal 2 to preserve and maintain the Town aesthetics has been advanced with Crown Castle and the Town's DAS (Distributed Antenna System) program which was designed to be incorporated within faux saguaro cacti using a 2017 standard detail application. The Town's aesthetics regulations further require antennae to be incorporated into the architecture of buildings or on top of the Town's few traffic signal standards. The approved antennae location was expanded to include small wireless facilities on the streetlight poles along Scottsdale Road on June 13, 2019.

Goal 3 to provide the greatest coverage and capacity with the least visible infrastructure has been under discussion and design since 2019, but slowed when the carriers prohibited travel during the pandemic. The carrier travel restriction has recently been lifted so the potential sites were visited in June, 2022.

Goal 4 to provide infrastructure for future services has incrementally been improving with the installation and/or repair of fiber during large road construction projects, including the length of Lincoln Drive, parts of Tatum Boulevard, and Mockingbird Lane.

The coverage maps were completed in March 2019 and updated in May 2021. This was completed since there have been significant ownership and therefore, operational, changes between the mappings. Those changes and progress included:

1. AT&T deployed FirstNet Public Safety system
2. T-Mobile purchased Sprint assets, reallocating PCS bandwidth for more capacity
3. T-Mobile deployed N600 Low Band spectrum for coverage
4. Crown Castle in process to add new wireless facilities
5. Each carrier has completed site adds and system modifications

All potential houses of worship, resorts, water tower and other Town-owned sites have concurrently been reviewed and analyzed to determine the cost effectiveness of the improvements needed to close the remaining coverage gaps.

Sites narrowed down that are the most cost effective:

1. Sanctuary Resort
2. Paradise Valley Country Club
3. Fire Station #91 (Tatum Boulevard)
4. Cosanti
5. Top of Invergordon

Each site along with the associated code regulations will be discussed as part of the Council Study Session.

NEXT STEPS:

Council to develop a Statement of Direction (SOD) to guide the Planning Commission's review of this project. Since the Town has been facilitating this effort, the staff would also like to know if the Council would like to waive the normal CUP fee of \$5,665 for each site (typically required at CUP submittal) or require the carriers to reimburse the Town when they use these sites and the Town's entitlements.

BUDGETARY IMPACT:

If the Council decides to waive the application fee of \$5,665 for up to five sites if they are used within a year, the budgetary impact to the Town would be up to \$28,325. If the Council decides not to waive the fee, the carrier would be charged that amount when they decide to use the site (or at CUP submittal).

RECOMMENDATION:

Provide direction to staff on whether the Town should:

1. Waive the \$5,665 application fee for up to a year after final Town approval for each cell site to encourage implementation by several carriers
2. Complete a Statement of Direction to focus the Planning Commission's review of these five sites.

ATTACHMENT(S):

- A. Staff Report
- B. Presentation



Town of Paradise Valley Update on Cell Coverage

Filling the Gaps in Coverage

Overview of Activities

Council Cellular Task Force in 2018

Mapping of Cell Coverage: FirstNet, AT&T, T-Mobile, Verizon

- March 2018
- May 2021

Changes Between Mappings

- AT&T deployed FirstNet Public Safety system
- T-Mobile purchased Sprint assets, reallocating PCS bandwidth for more capacity
- T-Mobile deployed N600 Low Band spectrum for coverage
- Crown Castle in process to add new wireless facilities
- Each carrier has completed site adds and system modifications

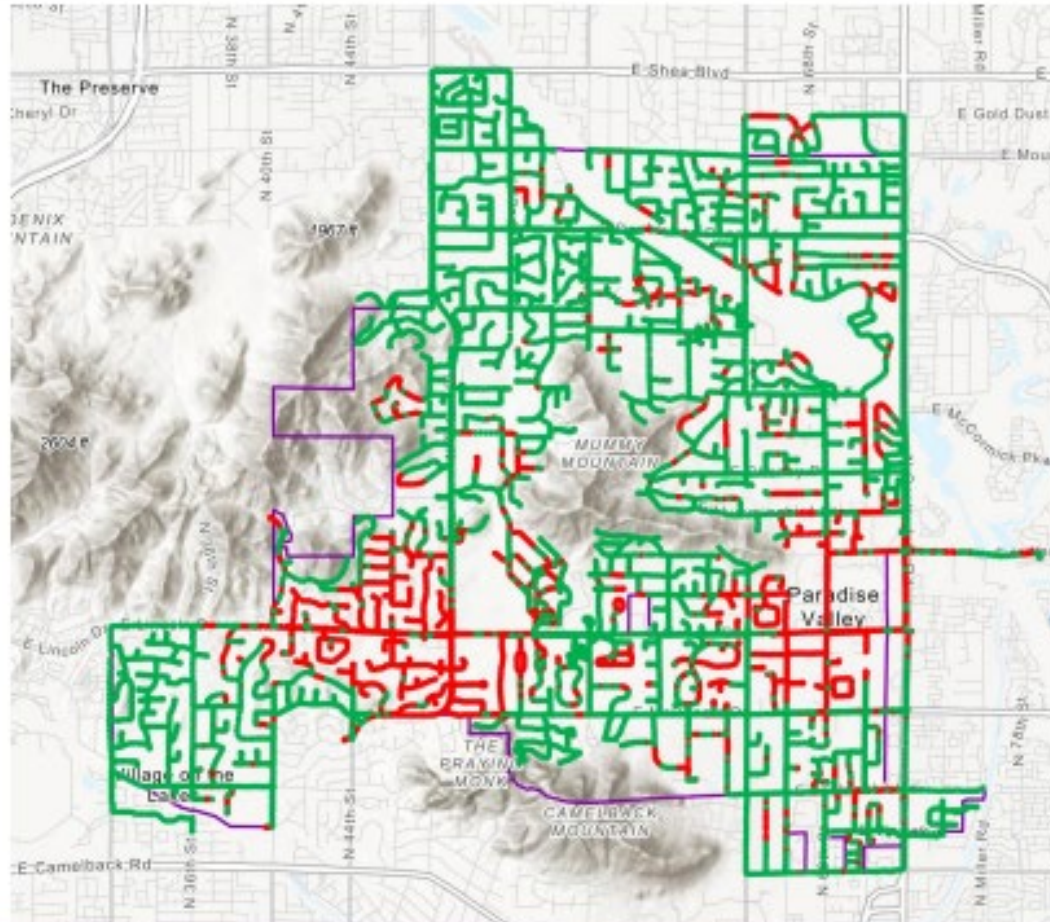
Potential Cell Tower Sites

- Houses of Worship
- Resorts
- Other Quasi-Public Spaces

Mapping of Cell Coverage 2021

AT&T – LTE First Net Public Safety

Scanner CH5330 Design Criteria Map



RSRP | 23312 points
Green | ≥ -100 | 15434 pts, 66.2%
Red | < -100 | 7878 pts, 33.8%

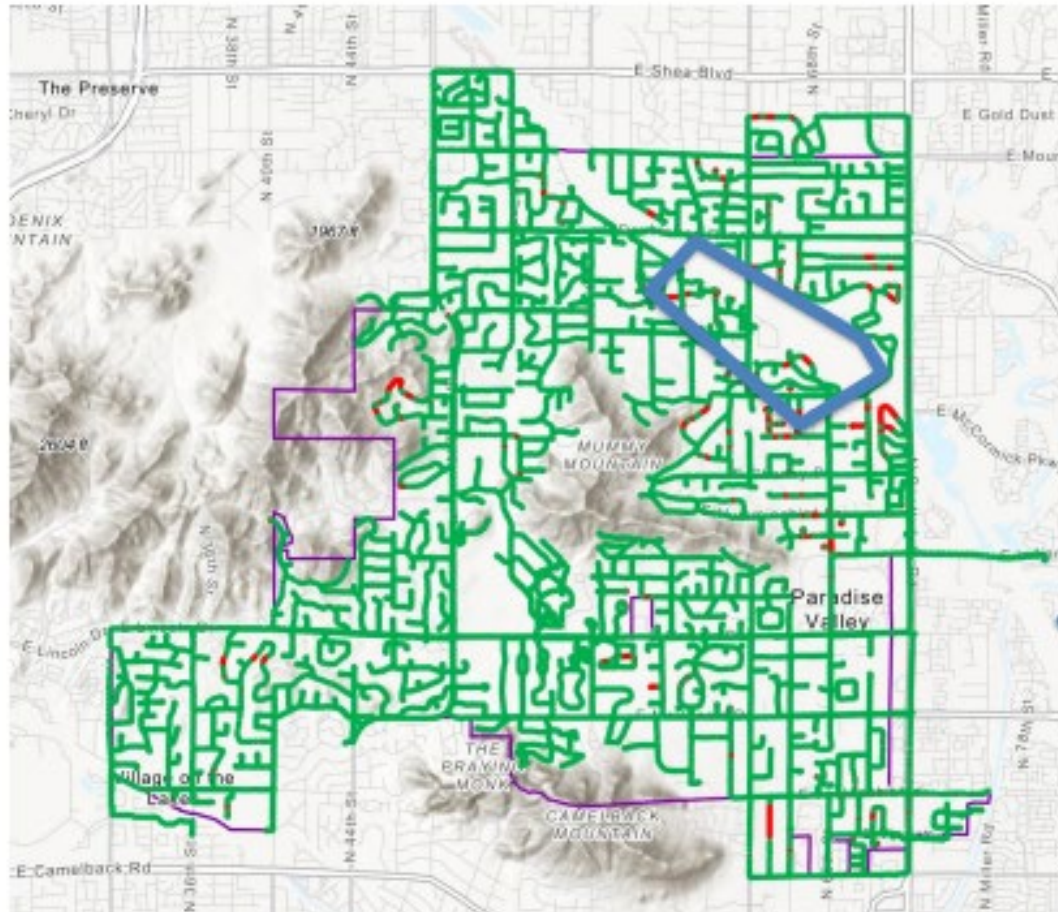
No FirstNet
system measured
from 2018



Mapping of Cell Coverage 2021

AT&T – LTE L700

Scanner CH5780 Design Criteria Map



RSRP | 23338 points
Green >=-100 | 21863 pts, 93.7%
Red <-100 | 1475 pts, 6.3%

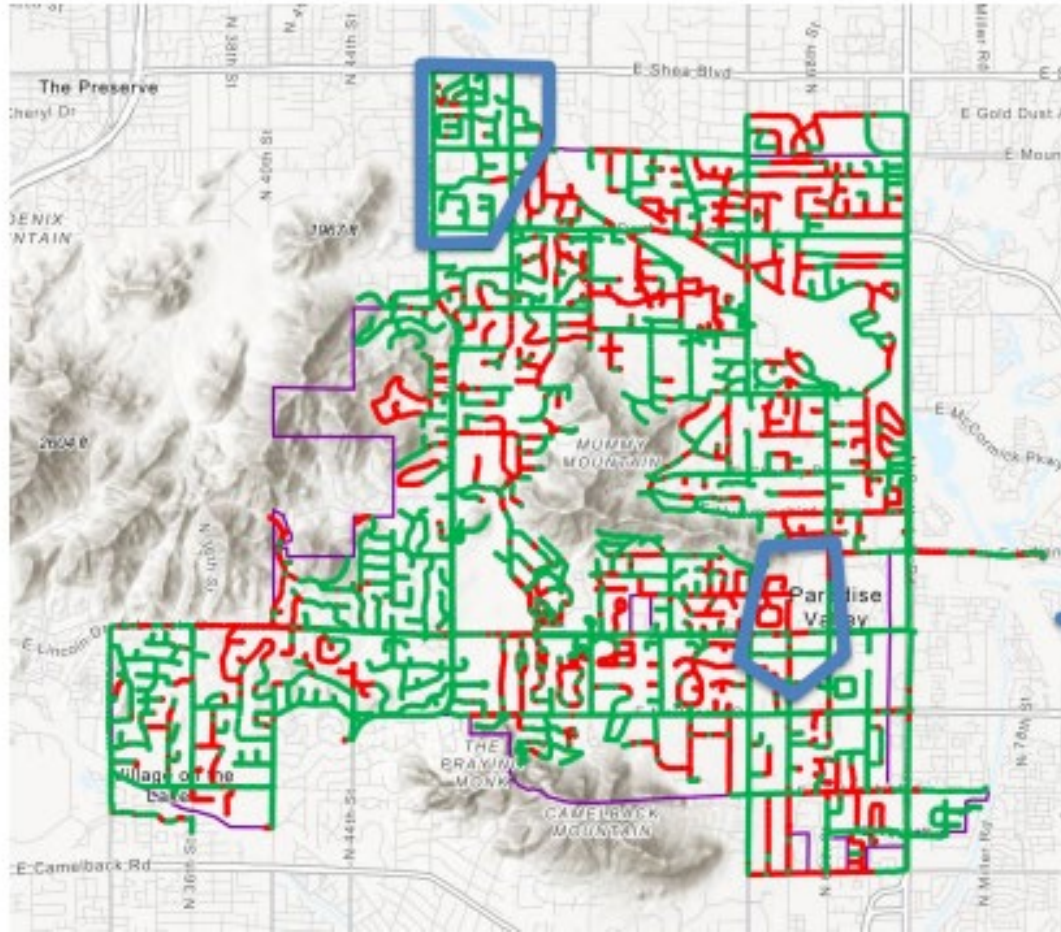
Area identified as
impaired service
from 2018



Mapping of Cell Coverage 2021

AT&T – LTE PCS

Scanner CH1050 Design Criteria Map



RSRP | 23348 points
Green | ≥ -100 | 13634 pts, 58.4%
Red | < -100 | 9714 pts, 41.6%

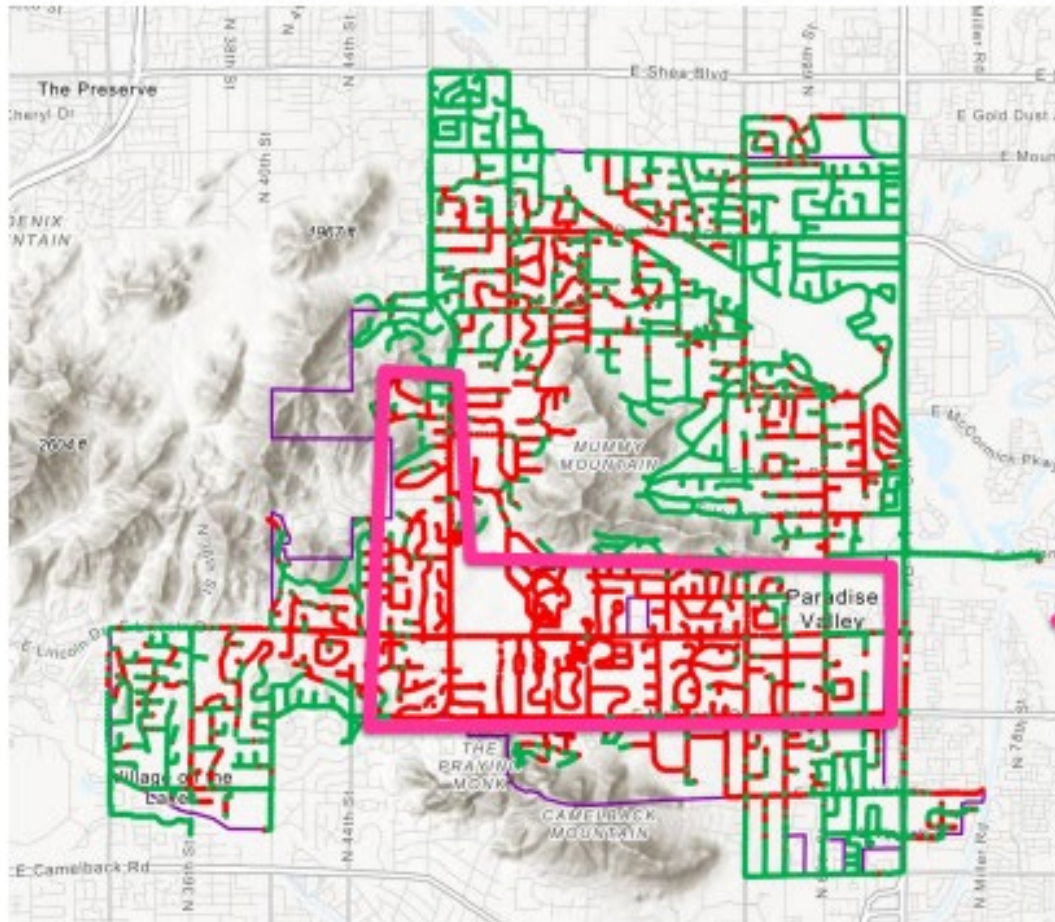
Area identified as
impaired service
from 2018



Mapping of Cell Coverage 2021

T-Mobile – LTE L700

Scanner CH5035 Design Criteria Map



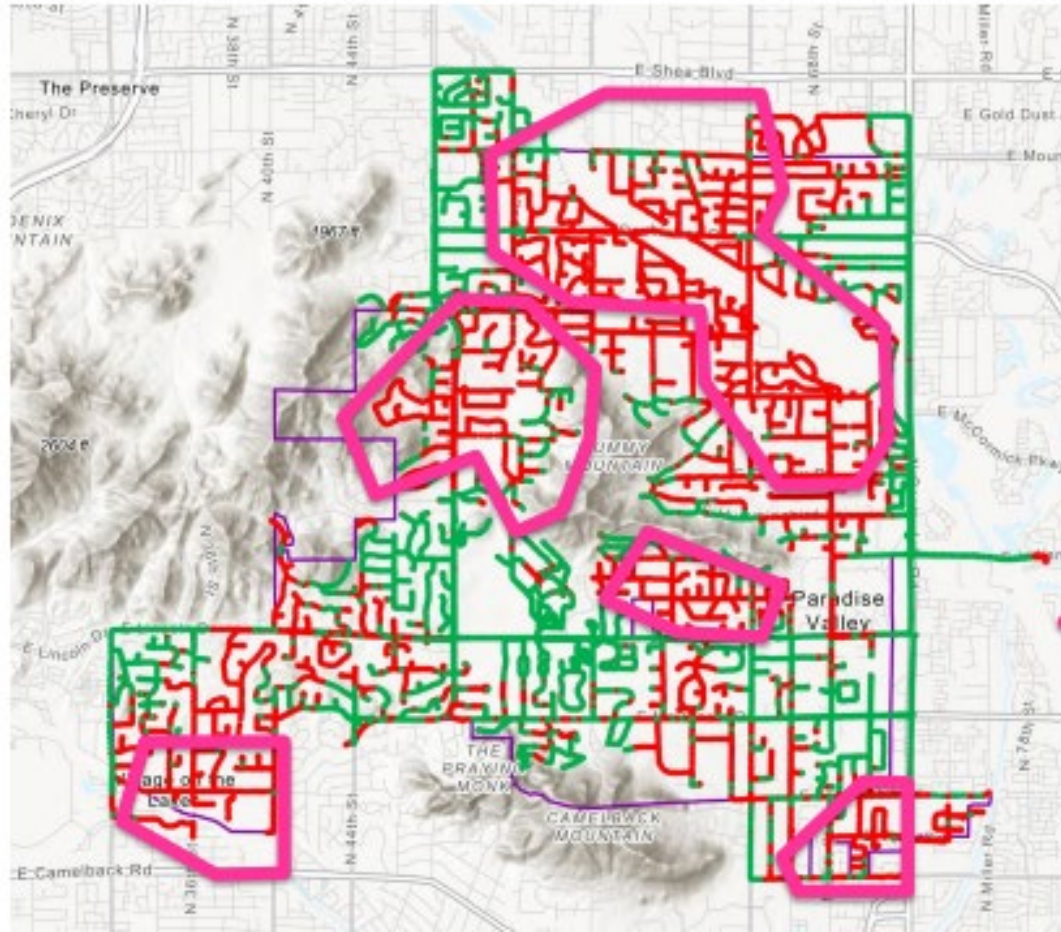
Area identified as
impaired service
from 2018



Mapping of Cell Coverage 2021

T-Mobile – LTE AWS

Scanner CH2300 Design Criteria Map



RSRP | 23367 points
Green | ≥ -100 | 8542 pts, 36.6%
Red | < -100 | 14825 pts, 63.4%

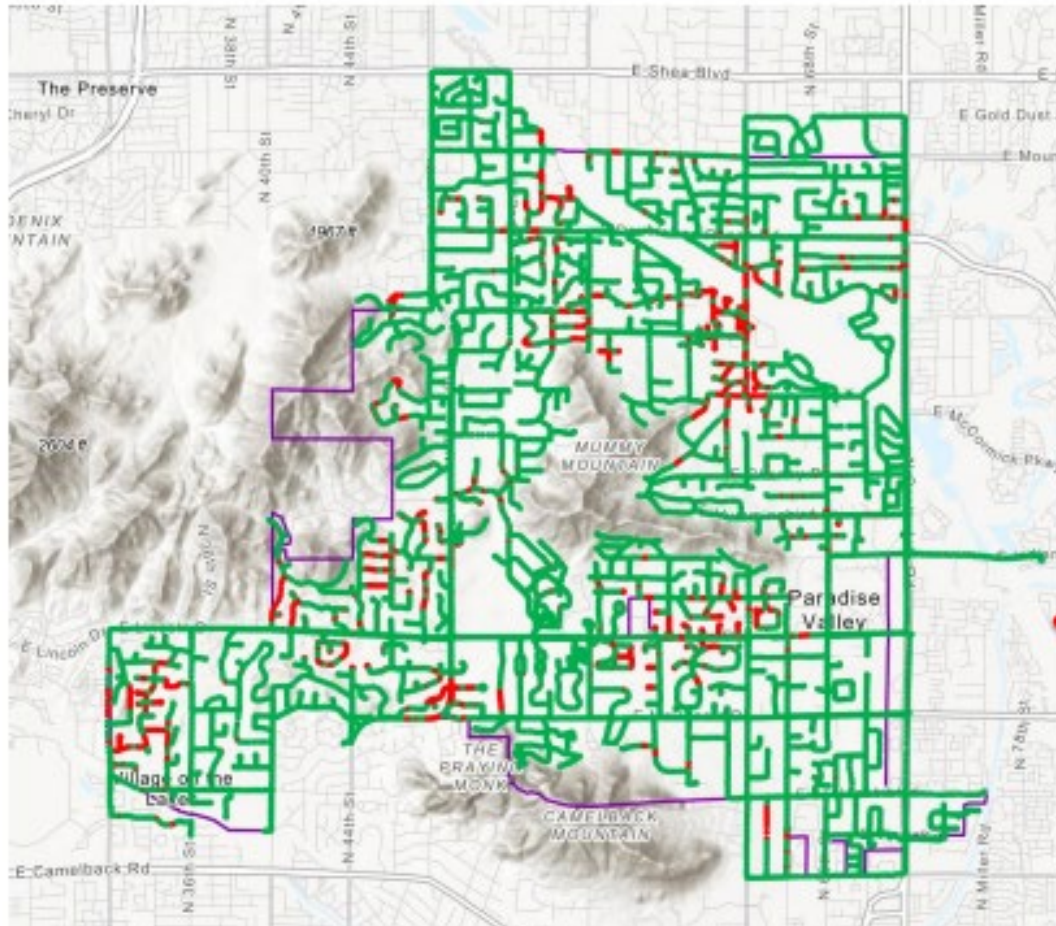
Area identified as
impaired service
from 2018



Mapping of Cell Coverage 2021

Verizon – LTE L700

Scanner CH5230 Design Criteria Map



RSRP | 23340 points
Green | ≥ -100 | 18767 pts, 80.4%
Red | < -100 | 4573 pts, 19.6%

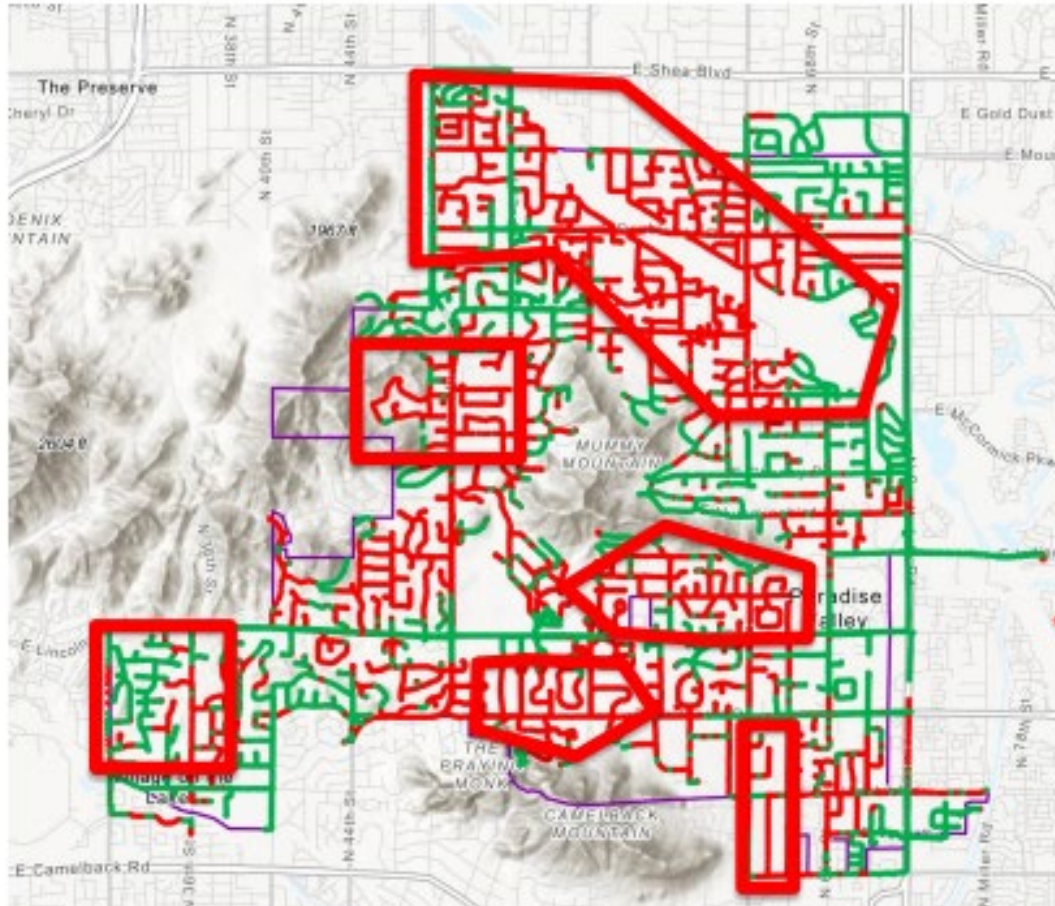
No area identified
as impaired
service from 2018



Mapping of Cell Coverage 2021

Verizon – LTE AWS

Scanner CH2125 Design Criteria Map



RSRP | 23329 points
≥ -100 | 8793 pts, 37.7%
< -100 | 14536 pts, 62.3%

Area identified as
impaired service
from 2018



Zoning Provisions

Basics

- Resolution 932/932(A) approved by Town Council in 1998 and amended in 2001 identifies potential Personal Wireless Service Facility (PWSF) sites
- PWSF regulations in Article XII of the Zoning Ordinance
 - Not mount on or with a site having dwelling units unless in Resolution 932 (as may be amended)
 - 200' setback requirement from existing dwelling units
 - PWSF to the dwelling or PWSF to neighboring setback (if undeveloped)
 - Screen from public view, camouflage, architecturally compatible
 - Height limited to 4.5' above highest point of the roof provided within the maximum height (references residential zone table), existing structures height of that structure, and past practice on SUP zone is to use SUP Guideline height
 - Not project more than 42" from the side façade
 - Locate equipment cabinet below natural grade if feasible, otherwise screened (exception for cabinets larger than 144 ft³)
 - Encourage co-location

Zoning Provisions

Design Criteria

- **Appearance**

Degree PWSF "blends with" or "disturbs" the setting, the subject property and its character and use, or neighboring properties and their character and use

- **Form**

Degree to which the shape of the PWSF and any equipment cabinet relates to its surroundings

- **Color**

PWSF shall be in natural tones and a non-reflective color or color scheme appropriate to the background against which the PWSF would be viewed from a majority of points within its viewshed

- **Size**

Silhouette of the PWSF shall be reduced to minimize visual impact

Zoning Provisions

CUP Submittal Items

- Site Plan
- Landscape Plan
- Photographs, diagrams, photo simulations and sight line representations
- Siting elevations, or views at natural grade, from all directions (north, south, east, west)
- Equipment brochures
- Market and service maps
- Co-location submittals, including signed statements
- Lease agreement
- RF performance submittals
- Noise performance submittals
- Other items as necessary

Zoning Provisions

General Conditions

- After CUP approval, 1 year to construct/put in use
- Certain expiration provisions
- Hold harmless provisions to the Town
- Planning Commission can modify requirements if finds extraordinary hardship or to comply with Federal or state law that supports substantial justice and public interest
- Hardship, includes, not limited to, special circumstances applicable to the property, including its size, shape, topography, location or surroundings, will deprive such property of privileges enjoyed by other property in the same classification in the same zoning district through the strict application of the zoning ordinance
- CUP appealable to Town Council

Potential Cell Locations in PV

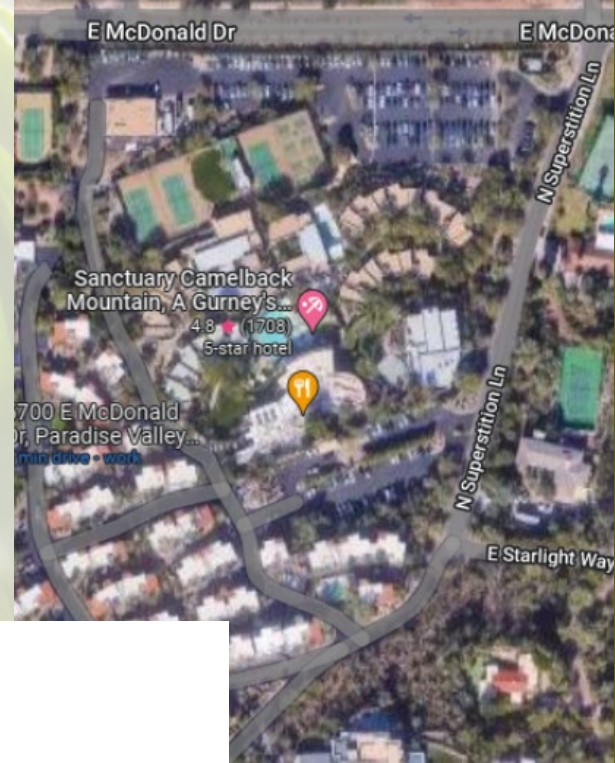
After visiting all **Resorts**, most **Houses of Worship** and **other public locations**, sites were prioritized based on ability to close gaps.

Sites Narrowed Down to:

1. Sanctuary Resort
2. Paradise Valley Country Club
3. Fire Station #91 (Tatum Boulevard)
4. Cosanti
5. Top of Invergordon

Existing Approved SUP Elevation

- Annexed 1961
- SUP Resort Zoning District
- Listed in PWSF Resolution 932
- PWSF proposed is faux chimney on one or more casitas
- Casitas platted in 1969, 21'6" tall
- SUP amendment in 2017 added keys (interstitial plan)
- Interstitial plan to modify casitas approved, not built
- SUP Guideline principal building height 36'



Sanctuary Camelback Resort

5600 E. McDonald



Coverage Area

Location provides great view to north and Lincoln commanding view to the North, East, West of Paradise Valley

Privately-owned

Antennas and radio heads to fit inside one or more stealth faux chimney(s)

Proposed antenna centerline at 28' and 15' in back due to sloping terrain (~30.5' tall to top of PWSF – 26' tall on a casita gets to 4.5' above roofline)

Expected to comply with PWSF provisions (not more than 4.5' above highest roofline, but may request hardship on height)



Sanctuary Camelback Resort

5600 E. McDonald

Existing View

- Annexed 1984
- SUP Resort Zoning District
- SUP allows most improvements via only building permit
- Listed in PWSF Resolution 932
- PWSF proposed is faux chimney on south roof
- Need to verify existing building height, no plans on file
- SUP Guideline principal building height 36'



Paradise Valley Country Club

5600 E. McDonald



Coverage Area

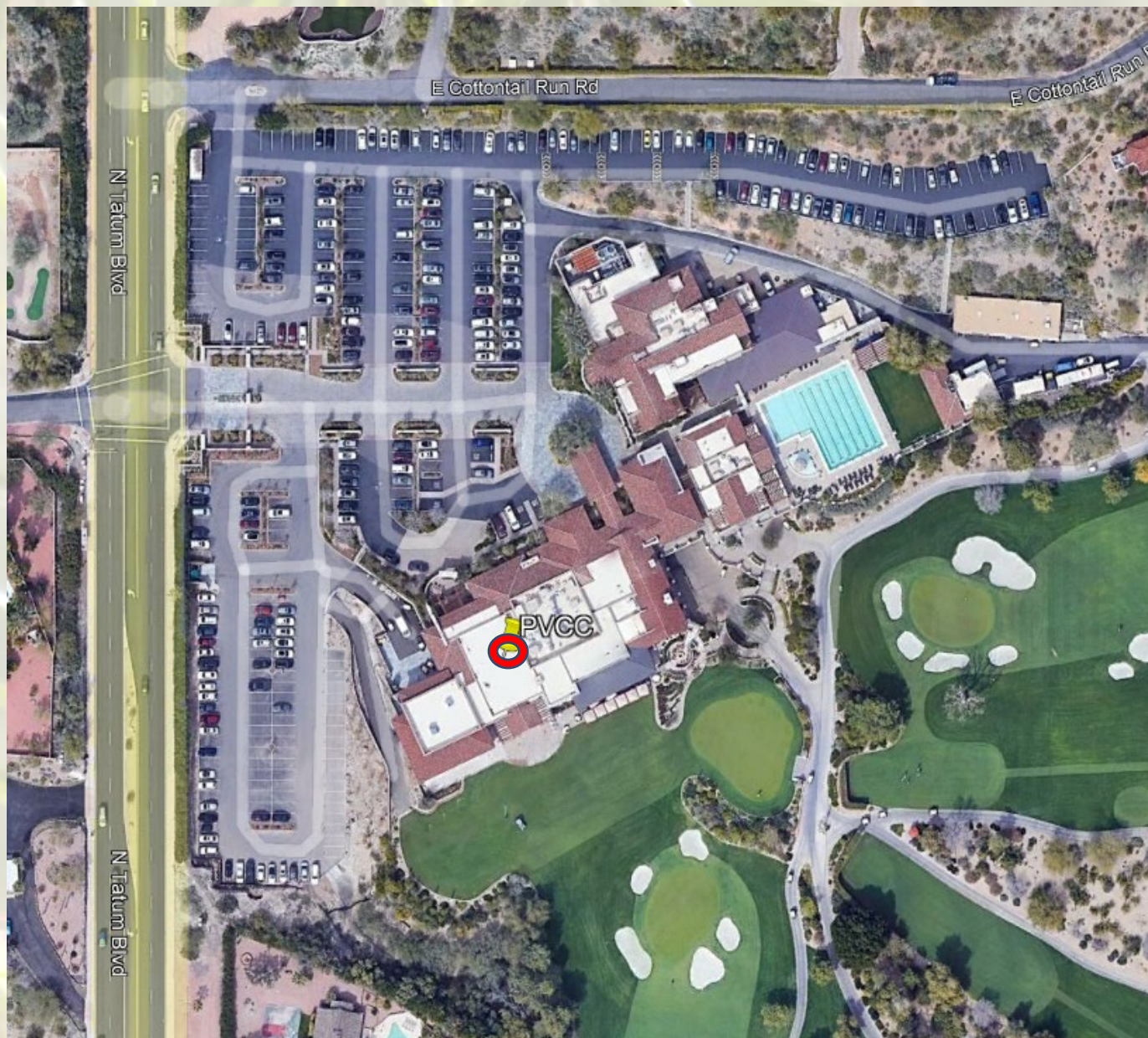
Location provides great view to north along Tatum east covering PVCC and East, South along Lincoln, and west towards Clearwater Hills of Paradise Valley

Privately-owned

Antennas and radio heads to fit inside one faux chimney

Proposed antenna centerline at 28' (~30.5' tall to top of PWSF)

Expected to comply with PWSF provisions (not more than 4.5' above highest roofline)

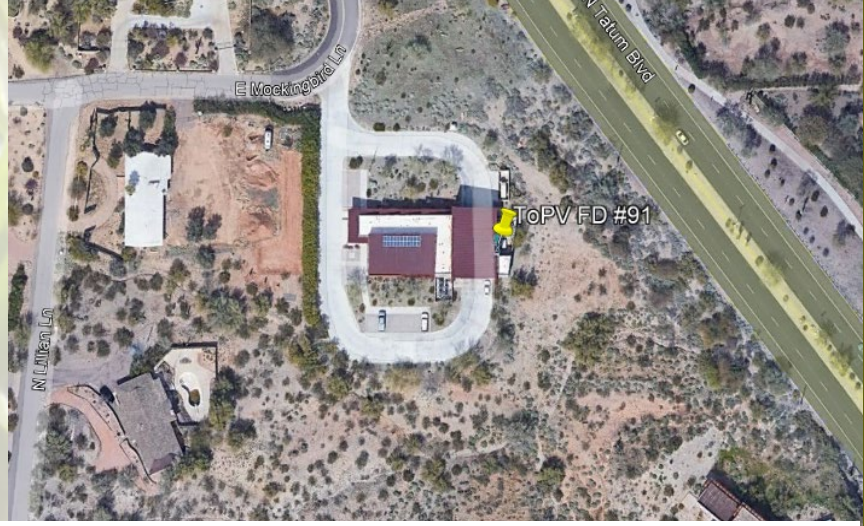


Paradise Valley Country Club

5600 E. McDonald

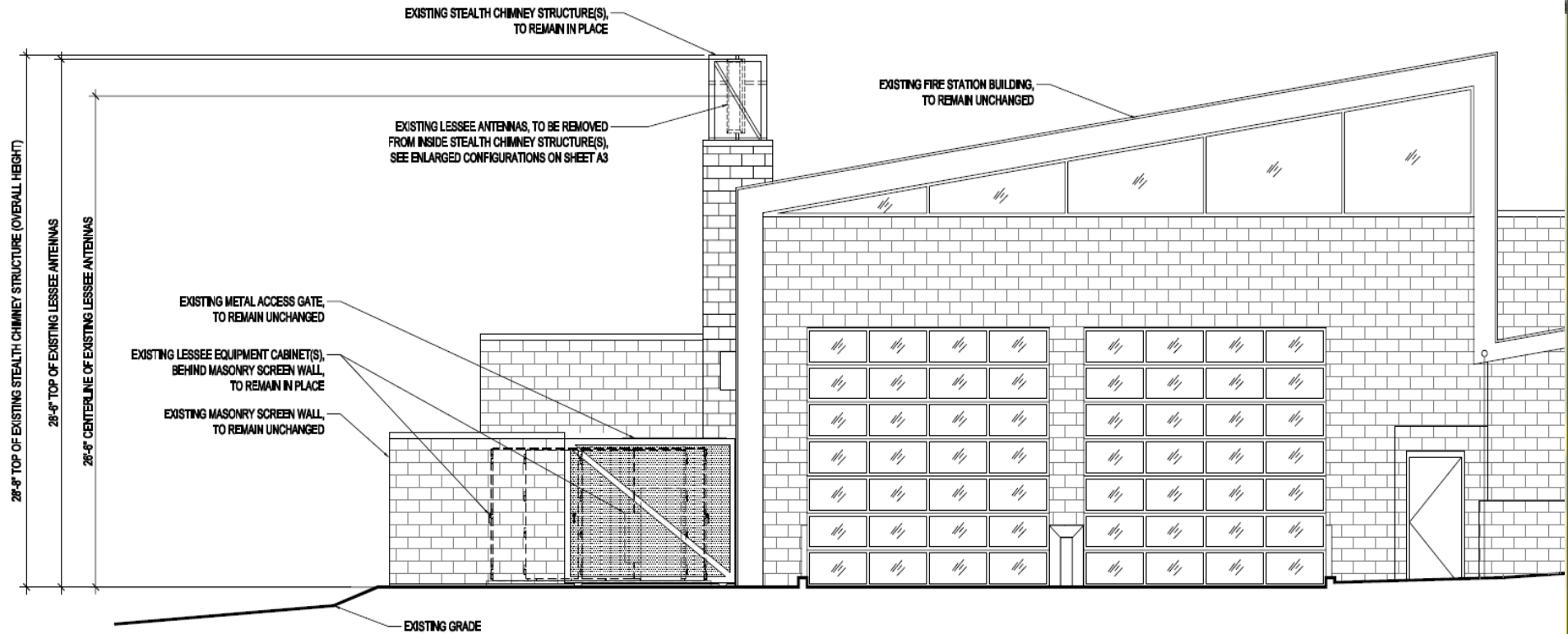
Existing PWSF Elevation

- SUP Public/Quasi Zoning District
- Listed in PWSF Resolution 932
- Existing PWSF in faux chimney, approved in 2008
- CUP approved max height 28'8" (finished grade)
- Existing PWSF barely met 200' setback
- SUP Guideline principal building height 35'



Fire Station #91

N. Tatum Blvd



Coverage Area

Coverage along Tatum north and south. East to Mummy Mtn, West into Clearwater Hills

Town-owned

Antennas and radio heads to fit inside one faux chimney

Proposed antenna centerline at 30' (~32.5' tall to top of PWSF)

Hardship request on setback is likely due to new home being built to the west



Fire Station #91

N. Tatum Blvd

Existing View

- Annexed 1963
- SUP Public/Quasi Zoning District
- Not listed in PWSF Resolution 932, code requires add to resolution since dwelling units are on site
- Maximum existing structure 16' tall
- PWSF proposed - separate structure located south of pool
- SUP Guideline principal building height 35'



Cosanti

5433 E. Doubletree
Ranch Rd

Coverage Area

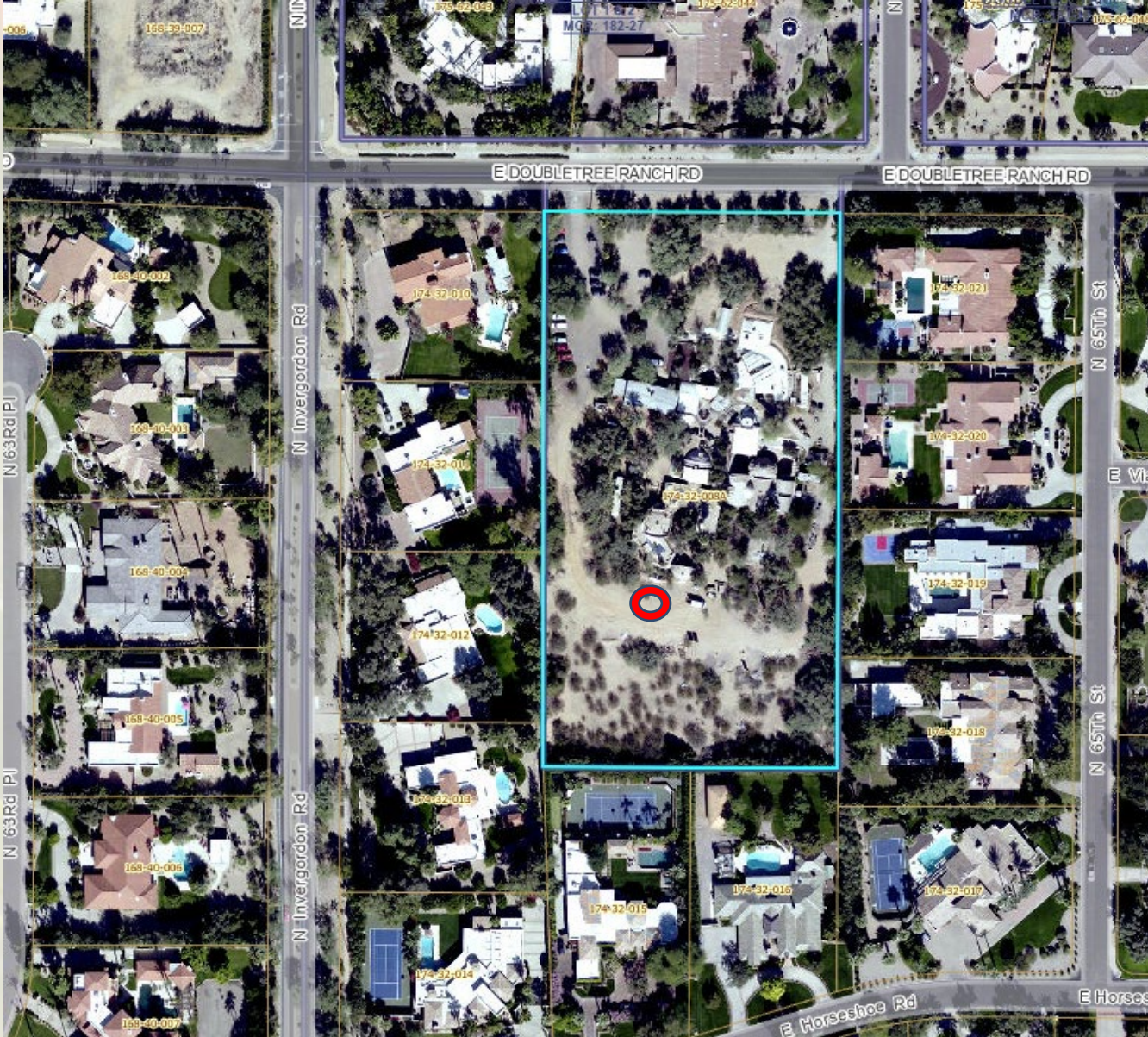
Coverage West and South, opportunity in all directions

Privately-owned

Antennas and radio heads to fit inside a separate structure

Proposed antenna centerline not determined (goal to keep not more than 30' to top of PWSF)

May require hardship request on setback, height proposed taller than existing structures



Cosanti

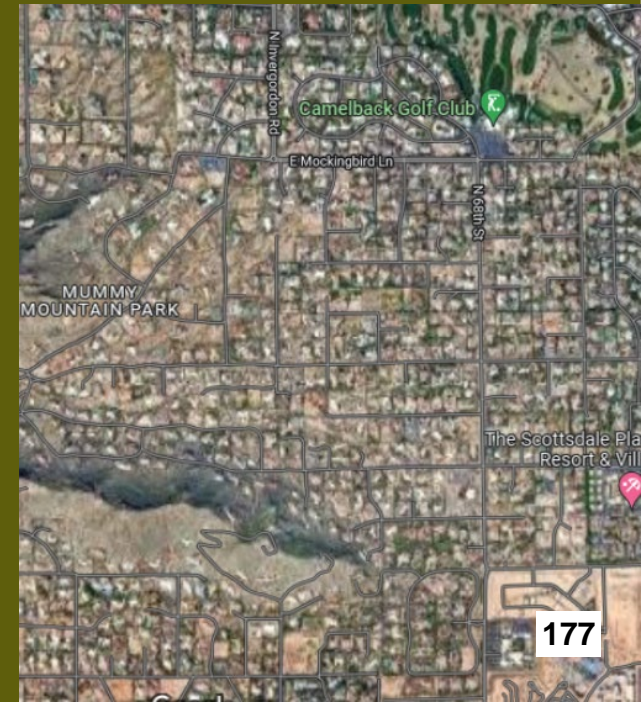
5433 E. Doubletree Ranch Rd

Existing View

- Annexed 1961
- R-43, Hillside Zoning District
- Not listed in PWSF Resolution 932
- Settlement agreement applies



Top of Invergordon



Coverage Area

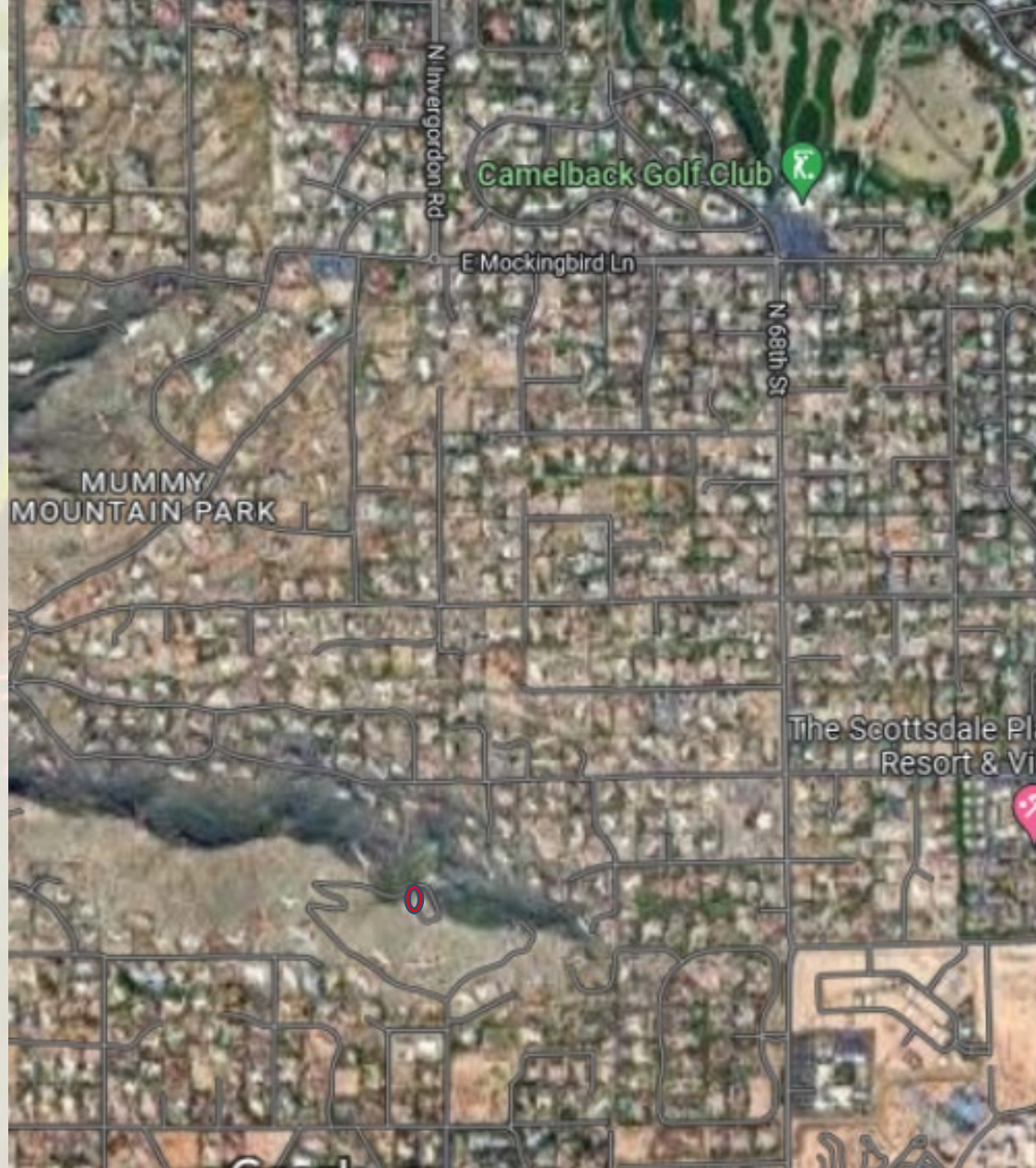
Location provides commanding view to the North, East, South, Southwest of Paradise Valley.

Town-owned property

Antennas and radio heads to on/within retaining wall

Proposed antenna ~8' above grade, not extend above hilltop, paint to match natural ground

Likely requires hardship request on setback

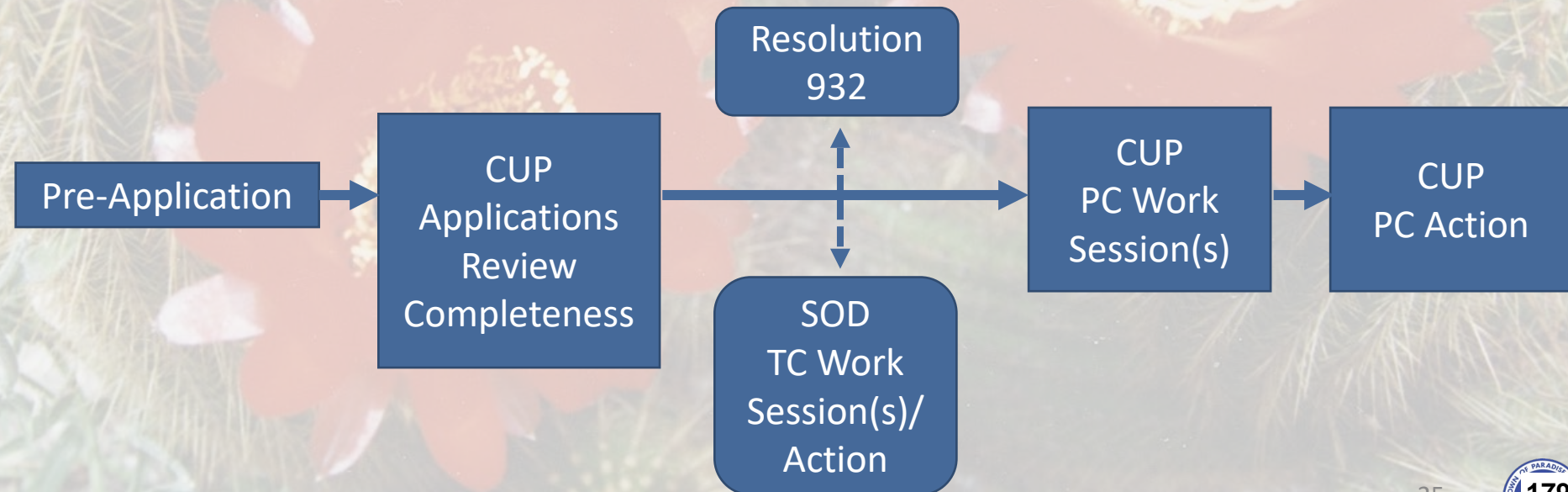


Top of Invergordon



Process

- Council Briefing (Sept 2022)
- Complete Pre-Application (Section 2-5-2.E, Town Code)
- Issue a Statement of Direction (SOD) to Planning Commission (Optional via Section 2-5-1.C, Town Code)
- Update (if needed) Resolution 932/932(A)
- Complete Conditional Use Permit (CUP) process via Planning Commission, appealable to Town Council
 - Separate CUP for each site, taken concurrently
- Complete Minor/Other SUP amendment (Cosanti if new structure in addition to PWSF)



Other PWSF Pre-Applications and Upgrade Approvals

- Aug 2022 Verizon Pre-App more antennas ballroom roof (CUP)
Camelback Inn, 5402 E Lincoln
- Aug 2022 AT&T Pre-App Substantially-Compliant Upgrades
Town Hall Public Works, 6401 E Lincoln
- May 2022 T-Mobile Substantially-Compliant Upgrades
Camelback Inn, 5402 E Lincoln
- May 2022 T-Mobile Pre-App Substantially-Compliant Upgrades
Fire Station #91 Tatum, 8444 N Tatum
- Feb 2022 Dish Network Pre-App new antennas (CUP) Unitarian
Church, 4027 E Lincoln
- Feb 2022 Verizon Substantially-Compliant Upgrades
Fire Station #91 Tatum, 8444 N Tatum
- July 2021 AT&T/Sprint Pre-App antennas in bell tower (CUP)
Unitarian Church, 4015 E Lincoln
- Dec 2020 T-Mobile Substantially-Compliant Upgrades
Camelback Inn, 5402 E Lincoln

Other PWSF Applications In Process



Questions?



Action Report

File #: 22-273

AGENDA TITLE:

Discussion and Possible Direction to Staff Regarding the Substance of Ordinance 2022-06, Amending certain Provisions of Chapter 10 of the Town Code, to Incorporate Recent Changes in Legislation

STAFF CONTACT:

TOWN *Of* **PARADISE VALLEY**



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill B. Keimach, Town Manager
Andrew J. McGuire, Town Attorney

DATE: September 8, 2022

DEPARTMENT: Town Attorney's Office
Andrew McGuire, 602-257-7664

AGENDA TITLE:

Discussion and possible direction to staff regarding the substance of Ordinance 2022-06, amending certain provisions of Chapter 10 of the Town Code, to incorporate recent changes in legislation.

RECOMMENDATION:

Discussion of Ordinance No. 2022-06.

SUMMARY STATEMENT:

On January 27, 2022, after many months of study, deliberation, and public input, the Town Council passed Ordinance 2022-03 (the "Ordinance"), amending the Town Code to address nuisances, unruly gatherings, non-compliant Short-Term Rentals ("STRs"), and the peace, health, safety, and welfare of the general public.

On February 28, 2022, State Senator Warren Petersen submitted a "request to investigate" with the Office of the Arizona Attorney General pursuant to A.R.S. § 41-194.01, challenging the Ordinance. Subsequently, the Arizona Attorney General's Office issued a report in which it determined that "most of the Ordinance does not violate state law," but that "a few" specific provisions within the Ordinance did violate state law related to local regulation of STRs. The Town Attorney consulted with the Attorney General's Office regarding proposed amendments to the Town Code, as required to resolve the allegations contained in the Attorney General's report. Pursuant to those consultations, staff prepared and the Town Council adopted Ordinance 2022-04; the Attorney General's Office confirmed that the amendments in Ordinance 2022-04 addressed the issues raised by its report.

As part of the 2022 legislative session, SB1168 was adopted and signed by the Governor. SB1168 amended A.R.S. § 9-500.39 to add, *inter alia*, provisions related to permits for STRs. To incorporate SB1168 into the Town's Attorney General-approved STR code provisions, staff has prepared Ordinance 2022-06 for Town Council consideration.

BUDGETARY IMPACT:

N/A

ATTACHMENTS:

- A. Staff Report
- B. Ordinance No. 2022-06
- C. Article 10-14 Comparison
- D. Presentation

DRAFT

**[] 2022 AMENDMENTS
TO THE PARADISE VALLEY TOWN CODE
REGARDING NON-COMPLIANT SHORT-TERM RENTALS AND THE PEACE, HEALTH, SAFETY, AND
WELFARE OF THE GENERAL PUBLIC**

ADOPTED []

**Article 10-14 SHORT-TERM RENTALS RESPONSIBLE PARTY REQUIREMENTS
AND OTHER VIOLATIONS**

10-14-1	Purpose
10-14-2	Definitions
10-14-3	Short-Term Rental Registration Required; Required Information
10-14-4	Compliance with Laws; Non-Residential Usage and Other Prohibitions
10-14-5	Standards and Operating Requirements; Health and Safety
10-14-6	Enhanced Penalties
10-14-7	Appeals
10-14-8	Town Use of Permit Information

Section 10-14-1 Purpose

This Article is adopted to protect the peace, health, safety, and welfare of the Town’s residents and visitors by enacting reasonable regulations that mitigate the harmful abuses common to the Short-Term Rental of residential property within the Town while preserving property Owners’ rights to rent their property in a manner that does not disturb the peace or harm public health, public safety, or general public welfare. Such harmful abuses deplete law enforcement and public safety resources and can leave other areas of the Town with compromised levels of police protection so as to create a significant threat to the safety of both citizens and police officers alike. The inclusion of a specific regulation or reference to the Town Code in this chapter does not imply the exclusion of any other applicable law. It shall be unlawful to provide, offer or operate a Short-Term Rental or Vacation Rental within the corporate limits of the Town without first obtaining a permit as provided in this Article and without complying with any and all applicable laws, regulations and this Code.

Section 10-14-2 Definitions

In this Article, unless the context otherwise requires, the following terms or phrases are defined as follows:

“Banquet Space” means an Event Center that is used for serving and/or consuming food and/or beverages.

“Event Center” means any dwelling unit (i) for which the occupant has made payment for transient use of the dwelling unit and (ii) which is used for Special Events or other Nonresidential Uses.

“Guest” means a person who makes transient use of a Short-Term Rental. For the purposes of this Article, any person who makes payment for the use of a Short-Term Rental, any person identified on the rental agreement for a Short-Term Rental, any person who sleeps or plans to sleep overnight in a Short-Term Rental, and any person present in a Short-Term Rental after 10:00 PM, are each presumed to be a Guest of that Short-Term Rental.

“Nonresidential Use” means any use that is not permitted in a residential zoning district pursuant to the Zoning Ordinance, any use that constitutes an Unruly Gathering as defined in Article 10-13,

and any use for which entrants pay an entrance fee, unless such use is exempted under Section 8-8-4 (C) or (D).

“Online Lodging Marketplace” has the same meaning given to it in A.R.S. § 42-5076, as amended.

“Owner” means the owner of a Short-Term Rental or, in the case of a Short-Term Rental owned by a business entity, the natural person legally authorized to execute contracts on behalf of that business entity.

“Owner’s Representative” means an agent or representative of the Owner, such as a landlord, statutory agent, or property manager, or other designee acting on behalf of the Owner, who controls or otherwise regulates the occupancy or use of the property.

“Permit” means a permit to operate a Short-Term Rental as set forth in Section 10-14-3 of this Code.

“Short-Term Rental” and “Vacation Rental” are interchangeable for purposes of this Article, and mean any individually or collectively owned single-family or one-to-four-family house or dwelling unit or any unit or group of units in a condominium or cooperative, that is also a transient public lodging establishment or Owner-occupied residential home offered for transient use. Short-Term Rental and Vacation Rental do not include a unit that is used for any Nonresidential Use, including retail, restaurant, Banquet Space, Event Center or similar use.

“Special Event” has the same meaning given to it in Section 8-8-2 of this Code.

“Timely Manner” means: (i) within one hour after the initiation of contact with the Owner or Owner’s Representative for a complaint or incident that has been reported to the Police Department or for which police officers have been dispatched; and (ii) within 24 hours after the initiation of contact with the Owner or Owner’s Representative for a complaint or incident for which the police have not been dispatched at the time that such contact is initiated.

Section 10-14-3 Short-Term Rental Registration and Permit Required; Required Information

A. Short-Term Rental Registration and Permit Required. Before offering for rent or renting a Short-Term Rental within the Town, the Owner of that Short-Term Rental, or that Owner’s Representative, shall (i) register the Short-Term Rental with the Town, on a form specified by the Town, (ii) obtain a valid Permit, and (iii) obtain a valid transaction privilege tax license under A.R.S. Title 42. The Owner or Owner’s Representative shall notify the Town, in writing, of any change in the information required by this section, within seven business days of the effective date of such change.

1. Before any permit under this Article is issued, an application shall be submitted to the Town. Every Short-Term Rental registration and permit application must include the following information, which shall be made publicly available:

a. The name and contact information (address, telephone number and email address) of the Owner.

- b. The Short-Term Rental's physical address.
- c. The name, address, and contact information (address, telephone number and email address) of the Owner, or of an Owner's Representative who is responsible for responding to complaints in person, by telephone, or by email in accordance with Section 10-14-5(A)(1).
- d. The name, address, and contact information of a designated emergency contact.
- e. The phone number to the Short-Term Rental's landline, or other fixed telephone that transmits signals through physical media (e.g. cable, wire or fiber optics).

B. Consent and Certification. No Permit shall issue without:

- 1. Proof that the Short-Term Rental has been registered with the Maricopa County Assessor's Office in accordance with A.R.S. § 33-1902, where applicable; and
- 2. A valid transaction privilege tax license issued by the State of Arizona; and
- 3. An agreement to comply with all applicable laws, regulations and ordinances.
- 4. If an applicant is an individual, proof of lawful presence in the United States in accordance with A.R.S. §§ 1-502 and 41-1080, unless exempted by A.R.S. § 41-1080(B).

C. Booking Information. To protect the peace, health, safety, and general welfare of the Town's residents and visitors, the Owner of a Short-Term Rental shall (1) provide each booking Guest with a statement of applicable Town rules and regulations, or direct each booking Guest thereto, and inform the booking Guest that rental of the unit constitutes an agreement to comply with such rules and regulations and (2) display the Permit number issued by the Town on each advertisement for such Short-Term Rental.

D. Failure to Register and Obtain a Permit. Any person or entity who offers for rent or accepts a fee for booking a Short-Term Rental that is not registered with, and permitted by, the Town pursuant to Section 10-14-3(A) or, where applicable, with the Maricopa County Assessor's Office pursuant to A.R.S. § 33-1902, as amended, shall be subject to the penalties set forth in Section 10-14-6. Each day's failure to comply with a notice of violation or any other order shall constitute a separate violation. A Short-Term Rental that fails to apply for a Permit within 30 calendar days of the Permit application process being made available by the Town must immediately cease operations; a Short-Term Rental that continues operations shall be in violation of this Article, and the Owner of such Short-Term Rental shall be subject to the penalties set forth in Section 10-14-6.

E. The Town Manager or designee shall develop forms necessary to implement this section.

- F. Permit Fee. At the time of registration and application for a Permit, the Owner or the Owner's representative shall pay a nonrefundable \$250 permit fee.
- G. Notification. Prior to offering a Short-Term Rental for rent for the first time, the Owner or the Owner's Representative of a Short-Term Rental shall deliver written notice to all single-family residential properties adjacent to, directly across the street from, and diagonally across the street from the Short-Term Rental. Notification provided in compliance with this subsection shall include the Short-Term Rental's permit number and address, contact information for the Owner or Owner's Representative, and the information required pursuant to Section 10-14-3(A)(1), subsections (c) and (d). The Owner or the Owner's Representative shall demonstrate compliance with this subsection. The notification required pursuant to this subsection shall be updated and re-delivered within seven business days after any change to the contact information of the Owner or Owner's Representative.
- H. Insurance. The Short-Term Rental Owner shall provide evidence of at least \$500,000 aggregate amount of general liability insurance for each such Short-Term Rental, either by directly contracting for such insurance or by advertising through Online Lodging Marketplace that provides equal or greater coverage for that Short-Term Rental as part of such advertising agreement.
- I. Permit Issuance. The Town shall issue or deny the permit within seven business days after receipt of the information required by Sections 10-14-3(A) and (B) of this Code and otherwise in accordance with A.R.S. § 9-835, except that the Town may deny issuance of a permit only for any of the following:
1. Failure to provide the information required by Sections 10-14-3(A) and (B) of this Code.
 2. Failure to pay the required permit fee.
 3. At the time of application the Owner has a suspended permit for the same Short-Term Rental.
 4. The applicant provides false information.
 5. The Owner or Owner's Representative of the Short-Term Rental is a registered sex offender or has been convicted of any felony act that resulted in death or serious physical injury or any felony use of a deadly weapon within the past five years.
- J. Permits Non-Transferable. No permit granted pursuant to this article shall be transferable from one person to another or from one location to another.
- K. Term of Permit; Renewal.
1. All permits issued under this Article shall be valid for a period of one year from the date of their issuance.

2. If the owner has received notice of violation of any law or regulation, including disciplinary action against the permit, the application for renewal shall include a copy of the notice or disciplinary action.
 3. A Permit may not be renewed if there are causes for denial, suspension, revocation or other permitting sanctions as provided in this Article.
 4. Except where the Town has received a complete renewal application along with the requisite fees, it shall be unlawful for any person to operate a Short-Term Rental after the expiration date recorded upon the face of the Permit.
- L. Permit Suspension. The Town Manager or designee shall initiate an administrative process to suspend a Permit for a period of up to 12 months for any of the following:
1. Three violations of this Article within a 12-month period, not including any such violation based on an aesthetic, solid waste disposal or vehicle parking violation that is not also a serious threat to public health and safety.
 2. One violation of this Article, or of any other legal requirement enacted with the purpose of protecting public health and safety, that results in or constitutes any of the following:
 - A. A felony offense committed at or in the vicinity of a Short-Term Rental by the Short-Term Rental Owner or Owner's Representative.
 - B. A serious physical injury or wrongful death at or related to a Short-Term Rental resulting from the knowing, intentional or reckless conduct of the Short-Term Rental Owner or Owner's Representative.
 - C. An Owner or Owner's Representative knowingly or intentionally housing a sex offender, allowing offenses related to adult-oriented businesses, sexual offenses or prostitution, or operating or maintaining a sober living home.
 - D. An Owner or Owner's Representative knowingly or intentionally allowing the use of a Short-Term Rental for a special event that would otherwise require a permit or license pursuant to this Code or a state law or rule or for a retail, restaurant, banquet space or other similar use.
 3. Notwithstanding Subsections 1 and 2 of this Section, any attempted or completed felony act, arising from the occupancy or use of a Short-Term Rental, that results in a death, or actual or attempted serious physical injury, shall be grounds for judicial relief in the form of a suspension of the property's use as a Short-Term Rental for a period of time that shall not exceed 12 months. The Town Attorney or designee may initiate proceedings in the Town Court or other court of competent jurisdiction to enforce this section.
 4. The Town Manager or designee shall give notice of any suspension, and the right of appeal from the suspension, as provided in this article.

5. Any final suspension shall be for a period of one year, except that a hearing officer may reduce the suspension period to a period of six months upon a finding that the Owner of the Short-Term Rental has taken substantial and significant steps to prevent the reoccurrence of the actions that led to the suspension.
- M. Permit Revocation. The Town Manager or designee shall initiate revocation proceedings if any grounds for denial exist for a Short-Term Rental permit that already has been issued.
- N. Reapplication after Denial or Revocation. No Owner or Owner's Representative who has had a Short-Term Rental permit denied or revoked pursuant to this article may apply for another Short-term Rental permit for one year after the decision affecting the Owner or Owner's Representative's permit has become final.

Section 10-14-4 Compliance with Laws; Non-Residential Usage and Other Prohibitions

- A. A Short-Term Rental must at all times comply with the federal, state, and local laws, rules, and regulations related to public health, safety, sanitation, solid waste, hazardous waste, tax privilege licensing, including advertising requirements, property tax registration, traffic control, pollution control, noise, property maintenance, and nuisance abatement.
- B. A Short-Term Rental lacking a valid Permit under Section 10-14-3 and a valid transaction privilege tax license issued by the State of Arizona shall not be rented or offered for rent.
- C. No person or entity shall operate a Short-Term Rental in violation of this Article.
- D. No person or entity may receive payment or accept a fee, directly or indirectly, for facilitating the rental of a Short-Term Rental operating in violation of this Code or any other applicable law.
- E. Any renter who causes, permits, facilitates, aides, or abets any violation of this Article shall be subject to a civil sanction as set forth in Section 10-14-6(B).
- F. In accordance with A.R.S. § 9-500.39(B)(3), a Short-Term Rental may not be rented, advertised, or used for any of the following uses or purposes: housing sex offenders, operating or maintaining a sober living home, selling illegal drugs, liquor control, or pornography, obscenity, nude or topless dancing, and other adult-oriented businesses, performances, parties, or activities in which consideration is given in exchange for an adult-oriented service. Within 24 hours of every booking, the Owner shall perform a background check on every Guest to ensure that there are no sex offenders at the Short-Term Rental; provided, however, that this requirement may be satisfied by the Owner providing evidence that the Online Lodging Marketplace on which the Short-Term Rental is booked conducted a sex offender background check of every Guest. Failure to retain a full copy of the background check on each Guest for 12 months after the booking date shall be a separate violation of this section. Owners who permit a sex offender to occupy their Short-Term Rental shall be found in violation of this section.

- G. None of the following may occur where such acts may reasonably be viewed by the public, whether at ground level or from a reasonable vantage point of a nearby property, such as a deck or balcony:
 - 1. Urination or defecation;
 - 2. Nudity; or
 - 3. Sexual acts.
- H. Per Section 1007 of the Zoning Ordinance, motor homes, campers, trailers, boats, buses, and similar equipment allowed to be stored on residentially-zoned property shall not be used for sleeping or habitation purposes.
- I. Except when permitted by a Special Event permit under Article 8-8, no Short-Term Rental may be used for any Nonresidential Uses, including but not limited to, an event that requires a permit or license pursuant to a Town ordinance or State law or rule; a retail, restaurant, Banquet Space, Event Center, or other similar use, such as weddings and pop-up bars; or any use prohibited in a residentially-zoned district pursuant to the Zoning Ordinance.
- J. Any violation of an ordinance related to noise, protection of welfare, property maintenance, and other nuisance issues, where such ordinances are permitted under A.R.S. § 9-500.39(B)(2), constitutes a Nonresidential Use.

Section 10-14-5 Standards and Operating Requirements; Health and Safety

- A. Standards and Operating Requirements.
 - 1. An Owner or Owner's Representative shall (a) affirmatively respond to complaints in person, over the phone, or by email, and (b) abate the incident from which the complaint arose in a Timely Manner regardless of when the Owner receives notice of the complaint. If such a response is due within one hour under this Article's definition of Timely Manner, the response is deemed necessary to protect the peace, health, safety, and welfare of the general public, and the Owner or Owner's Representative shall so respond in person. If the response is due within 24 hours, the Owner or the Owner's Representative shall respond either in person, by telephone, or by email. Failure of the Owner or the Owner's Representative to respond to a complaint as provided herein is a violation of this Article, and the Owner shall be deemed responsible for such violation regardless of whether an Owner's Representative has been designated.
 - 2. Prior to the commencement of the occupancy or during check-in, the Owner shall explain and describe all rules and regulations applicable to the use of the property as a Short-Term Rental including, but not limited to, parking restrictions, restrictions on noise and amplified sound, trash collection schedules, Special Event and Nonresidential Use restrictions, fire evacuation routes, and any other information, as required by this Code, applicable to the Short-Term Rental and the

surrounding neighborhood. Prior to or upon the booking Guest's arrival at the Short-Term Rental, the Owner shall provide the booking Guest with a written copy of the statement of rules and regulations acknowledged by the booking Guest at the time of booking as required by Section 10-14-3(C). The Owner shall keep a record of compliance with this section.

3. Trash and refuse shall not be left stored within public view, except in proper collection containers for the purpose of collection in accordance with the residential collection schedule outlined in Section 8-3-9. Containers shall not be placed for collection before 6:00 p.m. on the day preceding the date of collection, and after the containers are emptied, they shall be removed from the street and stored in a screened area by the end of the collection day.
4. The following notice must be completed in 14-point or larger bold font, on a laminated or otherwise similarly shielded paper, and prominently displayed on the inside of the front door and the primary door to the backyard or in a conspicuous location near each such door. The notice below shall also include information regarding the location of all fire extinguishers and Town of Paradise Valley parking and waste disposal regulations.

NOTICE

USE OF THIS PROPERTY FOR ANY OF THE FOLLOWING PURPOSES IS PROHIBITED; VIOLATORS MAY BE SUBJECT TO SUBSTANTIAL PENALTIES:

1. Housing sex offenders;
2. Operating or maintaining a sober living home;
3. Selling controlled substances, liquor, or pornography;
4. Obscenity, Nude or topless dancing, and other adult-oriented businesses, performances, parties, or activities in which value is given in exchange for an adult-oriented service;
5. Any uses prohibited under A.R.S. § 9-500.39, or federal, state, or local law; or
6. Any use that disturbs neighboring properties' peace and enjoyment including, but not limited to, excessive noise, impeding traffic, obstruction of public streets by crowds or vehicles, use or possession of illegal drugs, drinking in public areas, the service of alcohol to minors or consumption of alcohol by minors, fighting, disturbing the peace, and/or littering.

UNLESS THE TOWN EXPRESSLY PERMITS SUCH A USE IN WRITING, USE OF THIS PROPERTY FOR ANY OF THE FOLLOWING PURPOSES IS PROHIBITED; VIOLATORS MAY BE SUBJECT TO SUBSTANTIAL PENALTIES:

Use for any nonresidential use, including:

1. For a special event that would otherwise require a permit or license pursuant to Town ordinance or a state law or rule; or
2. Operating a retail business, restaurant, event center, banquet space, or similar use.

Your local contact person's name is _____ and can be reached by phone 24 hours a day, seven days a week, at ____-____-_____.

B. Health, Safety, and Sanitation. To protect the health, safety, and general welfare of all Short-Term Rental occupants, Short-Term Rentals must meet the minimum standards for habitable structures set forth in this Code and the Zoning Ordinance and the following requirements. The Town may require inspection if it has a reason for concern that the Short-Term Rental may not be compliant with the Town of Paradise Valley's fire, building, or zoning requirements.

1. Owners shall:
 - a. Have either (1) liability insurance to cover the Short-Term Rental in an amount determined appropriate by the insurance company insuring such Short-Term Rental, but in no case, an amount less than \$500,000, in the aggregate, or (2) equal or greater insurance coverage is provided for the Short-Term Rental through the Online Lodging Marketplace through which the property is booked; and
 - b. Ensure their Short-Term Rental meets the requirements of this Subsection 10-14-5(B).
2. Smoke and carbon monoxide (CO) detection and notification system. A working smoke alarm and carbon monoxide (CO) alarm system, which may require the installation and maintenance of several detection units, shall be present within the Short-Term Rental and maintained annually as required under NFPA (National Fire Protection Association) 72. The Owner or Owner's Representative shall keep and make available for inspection upon request by the Fire Marshal a record of all inspections and maintenance activities.
3. Fire extinguisher. A portable, multi-purpose fire extinguisher shall be installed, inspected, and maintained as required under NFPA 10 in any kitchen area and on each floor of a Short-Term Rental and within 20 feet of every outdoor fire feature, fire pit, patio heater, fireplace, or other areas with fire. The extinguisher(s) shall be installed on the wall in an open common area or in an enclosed space with appropriate markings visibly showing the location of the fire extinguisher.
4. Fire Safety and Emergency Evacuation Map. The Owner shall provide and prominently display a map of the Short-Term Rental showing the following information: safe routes of egress in the event of a fire or other emergency; the location of telephone(s) required under this Article; the location of fire detection and suppression equipment; and any additional information relevant to such

emergency preparedness measures. Such maps shall include the full property address, emergency information (911), and Owner contact information.

5. Air Filters. As applicable, all HVAC filters in the Short-Term Rental shall be changed every three months or according to the manufacturer's instructions. The Owner or Owner's Representative shall keep and make available for inspection upon request by the Town a record of all HVAC filter changes.
 6. Local phone service. At least one working landline, or other fixed telephone that transmits signals through physical media, with the ability to call 911 and receive inbound calls shall be available on every floor of the Short-Term Rental.
 7. Cleaning. The Owner shall have the Short-Term Rental cleaned between bookings following CDC guidelines and using household disinfectant products recommended by the United States Environmental Protection Agency.
 8. Pest Control. The Owner shall ensure that the Short-Term Rental receives regular (at least monthly) pest control treatments to keep the interior of all buildings and structures and exterior area of the premises free from infestation of insects, rodents, and other noxious pests where such infestation threatens the health, safety, or welfare of a person or persons.
- C. In addition to the transaction privilege tax license number that must be included in the Short-Term Rental's listing, the Owner shall complete and prominently display the following statement in the Short-Term Rental's Online Lodging Marketplace or other listing:

The Owner of this property will provide you with pertinent safety information, explain your responsibilities under the Paradise Valley Town Code, and expect you to certify your compliance therewith.

You must not use this property for any nonresidential or other prohibited activity or use, as defined in Paradise Valley Town Code Section 10-14-4. Any renter who causes, permits, facilitates, aides, or abets such prohibited use of this property shall be subject to a civil infraction carrying a mandatory penalty of a minimum of \$500.00, in addition to any other penalties which the Town may impose.

The use of this Short-Term Rental to house sex offenders is prohibited by State Law and by the Paradise Valley Town Code. The Owner of this Short-Term Rental is required to perform a background check on you and your guests prior to your stay.

Section 10-14-6 Enhanced Penalties

- A. The penalties set forth herein are cumulative, and the Town may proceed under one or more such penalties.

- B. Notwithstanding any other provision of this Code, causing, permitting, facilitating, aiding, or abetting any violation of any provision of this Article, or failing to perform any act or duty required by this Article, is punishable as a misdemeanor, and shall also constitute a civil offense, as set forth in Article 1-9 of this Code. Any person who admits, or is found responsible, for a civil offense pursuant to this Subsection shall be subject to a fine in the minimum amount of \$500.
- C. In addition to any other penalty imposed pursuant to any other provision of this Code, the Town may impose a civil penalty of \$1,000 per 30 days against the Owner if the Owner or Owner's Representative fails to provide contact information as required by Section 10-14-3(A). The Town shall provide notice 30 days prior to initial imposition of such a penalty. Notwithstanding the date of such notice, this penalty shall be calculated from the first day the Short-Term Rental is occupied by a Guest following failure to provide initial or updated contact information.
- D. In addition to any other penalty imposed pursuant to any other provision of this Code, the Town may impose a civil penalty of \$1,000 per month against the Owner if the Owner or Owner's Representative fails to apply for a Permit within 30 days after receiving written notice of such requirement.
- E. In addition to any other penalty imposed pursuant to any other provision of this Code, and notwithstanding any other law, the Town may impose a civil penalty of the following amounts against an Owner if the Owner or Owner's Representative causes, permits, facilitates, aides, or abets a violation of any provision of this Article or fails to perform any act or duty required by this Article, related to the same Short-Term Rental property within the same twelve-month period:
 - 1. Up to \$500 or up to an amount equal to one night's rent for the Short-Term Rental as advertised, whichever is greater, for the first violation.
 - 2. Up to \$1,000 or up to an amount equal to two nights' rent for the Short-Term Rental as advertised, whichever is greater, for the second violation.
 - 3. Up to \$3,500 or up to an amount equal to three nights' rent for the Short-Term Rental as advertised, whichever is greater, for a third and any subsequent violation.

If multiple violations arise out of the same response to an incident at a Short-Term Rental, those violations are considered one violation for the purposes of assessing civil penalties pursuant to this Subsection or suspending a Permit pursuant to Subsection 10-14-3(L).

Section 10-14-7 Appeals.

- A. Any decision to deny, suspend, or revoke a Permit, or to impose a penalty pursuant to Section 10-14-6 of this Code, shall be subject to the review and appeal procedures set forth in Section 4-1-10(B) of this Code.
- B. This Section is not applicable to judicial actions brought pursuant to section 10-14-3(L)(3), or to any penalty imposed by a court.

Section 10-14-8 Town use of Permit information.

Unless otherwise provided by law, the Town may use any information obtained from a Permit application for any lawful purpose including, but not limited to, communicating or providing reminders, information related to public health and safety, information regarding compliance with laws, and general Town updates.

~~Article 10-14~~

DRAFT

[] 2022 AMENDMENTS
TO THE PARADISE VALLEY TOWN CODE
REGARDING NON-COMPLIANT SHORT-TERM RENTALS AND THE PEACE, HEALTH, SAFETY, AND
WELFARE OF THE GENERAL PUBLIC

ADOPTED []

Article 10-14 SHORT-TERM RENTALS RESPONSIBLE PARTY REQUIREMENTS
AND OTHER VIOLATIONS 2019-12-2022-03-2022-04

10-14-1	Purpose
10-14-2	Definitions
10-14-3	Short-Term Rental Registration Required; Required Information
10-14-4	Compliance with Laws; Non-Residential Usage and Other Prohibitions
10-14-5	Standards and Operating Requirements; Health and Safety
10-14-6	Enhanced Penalties
<u>10-14-7</u>	<u>Appeals</u>
<u>10-14-8</u>	<u>Town Use of Permit Information</u>

Section 10-14-1 Purpose

This Article is adopted to protect the peace, health, safety, and welfare of the Town’s residents and visitors by enacting reasonable regulations that mitigate the harmful abuses common to the ~~short-term rental~~Short-Term Rental of residential property within the Town while preserving property ~~owners~~Owners’ rights to rent their property in a manner that does not disturb the peace or harm public health, public safety, or general public welfare. Such harmful abuses deplete law enforcement and public safety resources and can leave other areas of the Town with compromised levels of police protection so as to create a significant threat to the safety of both citizens and police officers alike. The inclusion of a specific regulation or reference to the Town Code in this chapter does not imply the exclusion of any other applicable law. It shall be unlawful to provide, offer or operate a Short-Term Rental or Vacation Rental within the corporate limits of the Town without first obtaining a permit as provided in this Article and without complying with any and all applicable laws, regulations and this Code.

Section 10-14-2 Definitions

In this Article, unless the context otherwise requires, the following terms or phrases are defined as follows:

“Banquet Space” means an Event Center that is used for serving and/or consuming food and/or beverages.

“Event Center” means any dwelling unit (i) for which the occupant has made payment for transient use of the dwelling unit and (ii) which is used for Special Events or other Nonresidential Uses.

“Guest” means a person who makes transient use of a Short-Term Rental. For the purposes of this Article, any person who makes payment for the use of a Short-Term Rental, any person identified on the rental agreement for a Short-Term Rental, any person who sleeps or plans to sleep overnight in a Short-Term Rental, and any person present in a Short-Term Rental after 10:00 PM, are each presumed to be a Guest of that Short-Term Rental.

“Nonresidential Use” means any use that is not permitted in a residential zoning district pursuant to the Zoning Ordinance, any use that constitutes an Unruly Gathering, as ~~used~~defined in Article 10-13, and any use for which entrants pay an ~~entry~~entrance fee, unless such use is exempted under Section 8-8-4 (C) or (D).

“Online Lodging Marketplace” has the same meaning given to it in A.R.S. § 42-5076, as amended.

~~“Owner” means any owner, as well as any~~

“Owner” means the owner of a Short-Term Rental or, in the case of a Short-Term Rental owned by a business entity, the natural person legally authorized to execute contracts on behalf of that business entity.

“Owner’s Representative” means an agent or representative of an owner~~the Owner~~, such as a landlord, statutory agent, or property manager, or other ~~designees~~designee acting on behalf of the ~~owner~~Owner, who controls or otherwise regulates the occupancy or use of the property.

“Permit” means a permit to operate a Short-Term Rental as set forth in Section 10-14-3 of this Code.

“Short-Term Rental” and “Vacation Rental” are interchangeable for purposes of this Article, and mean any individually or collectively owned single-family or one-to-four-family house or dwelling unit or any unit or group of units in a condominium, or cooperative~~or timeshare~~, that is also a transient public lodging establishment or ~~owner~~Owner-occupied residential home offered for transient use. Short-Term Rental and Vacation Rental do not include a unit that is used for any Nonresidential Use, including retail, restaurant, Banquet Space, Event Center or similar use.

“Special Event” has the same meaning given to it in Section 8-8-2 of this Code.

“Timely Manner” means: ~~(a)~~ within one ~~(1)~~ hour after the initiation of contact with the Owner or Owner’s designee when the contact is made by a Police Department officer or employeeRepresentative for a complaint or incident that is~~has been~~ reported to the Police Department and/or for which police officers have been dispatched ~~to the Owner’s property~~; and ~~(b)~~ within ~~twenty-four~~ (24) hours after the initiation of contact with the Owner or Owner’s designee when the contact is made by a Police Department officer or employee or a code enforcement officerRepresentative for a complaint or incident ~~that is either reported to or directly observed by the Police Department personnel or a code enforcement officer and~~ for which the police are~~have~~ not ~~at the scene of the complaint or incident~~been dispatched at the time that such contact is initiated.

Section 10-14-3 Short-Term Rental Registration and Permit Required; Required Information

- A. Short-Term Rental Registration and Permit Required. Before offering for rent or renting a Short-Term ~~Rental or Vacation~~ Rental within the Town, the Owner ~~thereof~~of that Short-Term Rental, or that Owner’s Representative, shall (i) register the Short-Term Rental with the Town, on a form ~~or platform~~ specified by the Town, (ii) obtain a valid

Permit, and (iii) obtain a valid transaction privilege tax license under A.R.S. Title 42. The Owner or Owner's Representative shall notify the Town, in writing, of ~~all changes~~any change in the information required by this section, ~~not less than ten (10) within seven business~~ days ~~prior to~~of the effective date of ~~the~~such change.

1. Before any permit under this Article is issued, an application shall be submitted to the Town. Every Short-Term Rental registration and permit application must include the following information, which shall be made publicly available:

- a. The name and contact information ~~of the Owner or, if the Owner is a business entity, the name and contact information~~(address, telephone number and email address) of the ~~entity's statutory agent~~Owner.
- b. The Short-Term Rental's physical address.
- c. The name, address, and contact information (address, telephone number and email address) of the Owner, or of an Owner's ~~designated local contact person~~Representative who is responsible for responding to complaints in person, by telephone, or by email in accordance with Section 10-14-5(A)(1).
- d. The name, address, and contact information of ~~the person the Owner~~a designated ~~as an~~ emergency contact.
- e. The phone number to the Short-Term Rental's landline, or modern equivalent other fixed telephone that transmits signals through physical media (e.g. cable, wire or fiber optics).

B. Consent and Certification. ~~When registering a Short-Term Rental, the Owner must~~No Permit shall issue without:

1. ~~Provide evidence~~Proof that the Short-Term Rental has been registered with the Maricopa County Assessor's Office in accordance with A.R.S. § 33-1902, where applicable; and
2. ~~Provide evidence of a~~A valid transaction privilege tax license issued by the State of Arizona; and
3. An agreement to comply with all applicable laws, regulations and ordinances.
4. If an applicant is an individual, proof of lawful presence in the United States in accordance with A.R.S. §§ 1-502 and 41-1080, unless exempted by A.R.S. § 41-1080(B).

C. Booking Information. To protect the peace, health, safety, and general welfare of the Town's residents and visitors, the Owner of a Short-Term Rental shall (1) provide each booking ~~guest~~Guest with a statement of applicable Town rules and regulations, or direct each booking ~~guest~~Guest thereto, and inform the ~~guest~~booking Guest that rental of the

unit constitutes an agreement to comply with such rules and regulations and (2) display the Permit number issued by the Town on each advertisement for such Short-Term Rental.

- D. Failure to Register and Obtain a Permit. Any person or entity who offers for rent or accepts a fee for booking a Short-Term Rental that is not registered with, and permitted by, the Town pursuant to Section 10-14-3(A) or, where applicable, with the Maricopa County Assessor's Office pursuant to A.R.S. § 33-1902, as amended, shall be ~~fin~~~~ed one hundred fifty dollars (\$150) per violation per day~~subject to the penalties set forth in Section 10-14-6. Each day's failure to comply with a notice of violation or any other order shall constitute a separate violation. A Short-Term Rental that fails to apply for a Permit within 30 calendar days of the Permit application process being made available by the Town must immediately cease operations; a Short-Term Rental that continues operations shall be in violation of this Article, and the Owner of such Short-Term Rental shall be subject to the penalties set forth in Section 10-14-6.
- E. The Town Manager or designee shall develop ~~the necessary forms and/or database~~ necessary to implement this section.
- F. ~~The Town may mitigate, suspend, or reduce any penalties the Owner might otherwise incur under this article if the Town deems~~Permit Fee. At the time of registration and application for a Permit, the Owner or the Owner's representative shall pay a nonrefundable \$250 permit fee.
- G. Notification. Prior to offering a Short-Term Rental for rent for the first time, the Owner or the Owner's Representative of a Short-Term Rental shall deliver written notice to all single-family residential properties adjacent to, directly across the street from, and diagonally across the street from the Short-Term Rental. Notification provided in compliance with this subsection shall include the Short-Term Rental's permit number and address, contact information for the Owner or Owner's Representative, and the information required pursuant to Section 10-14-3(A)(1), subsections (c) and (d). The Owner or the Owner's Representative shall demonstrate compliance with this subsection. The notification required pursuant to this subsection shall be updated and re-delivered within seven business days after any change to the contact information of the Owner or Owner's Representative.
- H. Insurance. The Short-Term Rental Owner shall provide evidence of at least \$500,000 aggregate amount of general liability insurance for each such Short-Term Rental, either by directly contracting for such insurance or by advertising through Online Lodging Marketplace that provides equal or greater coverage for that Short-Term Rental as part of such advertising agreement.
- I. Permit Issuance. The Town shall issue or deny the permit within seven business days after receipt of the information required by Sections 10-14-3(A) and (B) of this Code and otherwise in accordance with A.R.S. § 9-835, except that the Town may deny issuance of a permit only for any of the following:

1. Failure to provide the information required by Sections 10-14-3(A) and (B) of this Code.
 2. Failure to pay the required permit fee.
 3. At the time of application the Owner has a suspended permit for the same Short-Term Rental.
 4. The applicant provides false information.
 5. The Owner or Owner's Representative of the Short-Term Rental is a registered sex offender or has been convicted of any felony act that resulted in death or serious physical injury or any felony use of a deadly weapon within the past five years.
- J. Permits Non-Transferable. No permit granted pursuant to this article shall be transferable from one person to another or from one location to another.
- K. Term of Permit; Renewal.
1. All permits issued under this Article shall be valid for a period of one year from the date of their issuance.
 2. If the owner has received notice of violation of any law or regulation, including disciplinary action against the permit, the application for renewal shall include a copy of the notice or disciplinary action.
 3. A Permit may not be renewed if there are causes for denial, suspension, revocation or other permitting sanctions as provided in this Article.
 4. Except where the Town has received a complete renewal application along with the requisite fees, it shall be unlawful for any person to operate a Short-Term Rental after the expiration date recorded upon the face of the Permit.
- L. Permit Suspension. The Town Manager or designee shall initiate an administrative process to suspend a Permit for a period of up to 12 months for any of the following:
1. Three violations of this Article within a 12-month period, not including any such violation based on an aesthetic, solid waste disposal or vehicle parking violation that is not also a serious threat to public health and safety.
 2. One violation of this Article, or of any other legal requirement enacted with the purpose of protecting public health and safety, that results in or constitutes any of the following:
 - A. A felony offense committed at or in the vicinity of a Short-Term Rental by the Short-Term Rental Owner or Owner's Representative.

- B. A serious physical injury or wrongful death at or related to a Short-Term Rental resulting from the knowing, intentional or reckless conduct of the Short-Term Rental Owner or Owner's Representative.
- C. An Owner or Owner's Representative knowingly or intentionally housing a sex offender, allowing offenses related to adult-oriented businesses, sexual offenses or prostitution, or operating or maintaining a sober living home.
- D. An Owner or Owner's Representative knowingly or intentionally allowing the use of a Short-Term Rental for a special event that would otherwise require a permit or license pursuant to this Code or a state law or rule or for a retail, restaurant, banquet space or other similar use.
3. Notwithstanding Subsections 1 and 2 of this Section, any attempted or completed felony act, arising from the occupancy or use of a Short-Term Rental, that results in a death, or actual or attempted serious physical injury, shall be grounds for judicial relief in the form of a suspension of the property's use as a Short-Term Rental for a period of time that shall not exceed 12 months. The Town Attorney or designee may initiate proceedings in the Town Court or other court of competent jurisdiction to enforce this section.
4. The Town Manager or designee shall give notice of any suspension, and the right of appeal from the suspension, as provided in this article.
5. Any final suspension shall be for a period of one year, except that a hearing officer may reduce the suspension period to a period of six months upon a finding that the Owner ~~has made reasonable attempts to prevent nuisance activities from occurring at~~of the Short-Term Rental. ~~The Owner shall keep a record of~~ has taken substantial and significant steps ~~taken~~ to prevent ~~such nuisance activities~~the reoccurrence of the actions that led to the suspension.
- M. Permit Revocation. The Town Manager or designee shall initiate revocation proceedings if any grounds for denial exist for a Short-Term Rental permit that already has been issued.
- N. Reapplication after Denial or Revocation. No Owner or Owner's Representative who has had a Short-Term Rental permit denied or revoked pursuant to this article may apply for another Short-term Rental permit for one year after the decision affecting the Owner or Owner's Representative's permit has become final.

Section 10-14-4 Compliance with Laws; Non-Residential Usage and Other Prohibitions

- A. A Short-Term ~~Rental or Vacation~~ Rental must at all times comply with the federal, state, and local laws, rules, and regulations related to public health, safety, sanitation, solid waste, hazardous waste, tax privilege licensing, including advertising requirements,

property tax registration, traffic control, pollution control, noise, property maintenance, and nuisance abatement.

- B. A Short-Term Rental lacking a valid ~~Short-Term Rental registration~~[Permit](#) under Section 10-14-3 and a valid transaction privilege tax license issued by the State of Arizona shall not be rented or offered for rent.
- C. No person or entity shall operate a Short-Term ~~Rental or Vacation~~ Rental in violation of this Article.
- D. No person or entity may receive payment or accept a fee, directly or indirectly, for facilitating the rental of a Short-Term Rental operating in violation of this Code or any other applicable law.
- E. Any renter who causes, permits, facilitates, aides, or abets any violation of this Article shall be subject to a civil sanction as set forth in Section 10-14-6(B).
- F. In accordance with A.R.S. § 9-500.39(B)(3), a Short-Term Rental may not be rented, advertised, or used for any of the following uses or purposes: housing sex offenders, operating or maintaining a sober living home, selling illegal drugs, liquor control, or pornography, obscenity, nude or topless dancing, and other adult-oriented businesses, performances, parties, or activities in which consideration is given in exchange for an adult-oriented service. Within ~~twenty-four (24)~~ hours of every booking, the Owner shall perform a background check on every ~~guest~~[Guest](#) to ensure that there are no sex offenders at the Short-Term Rental; provided, however, that this requirement may be satisfied by the Owner providing evidence that the Online Lodging Marketplace on which the Short-Term Rental is booked conducted a sex offender background check of every Guest. Failure to retain a full copy of the background check on each ~~guest~~[Guest](#) for ~~twelve (12)~~ months after the booking date shall be a separate violation of this section. Owners who permit a sex offender to occupy their Short-Term Rental shall be found in violation of this section.
- G. None of the following may occur where such acts may reasonably be viewed by the public, whether at ground level or from a reasonable vantage point of a nearby property, such as a deck or balcony:
 - 1. Urination or defecation;
 - 2. Nudity; or
 - 3. Sexual acts.
- H. Per Section 1007 of the Zoning Ordinance, motor homes, campers, trailers, boats, buses, and similar equipment allowed to be stored on residentially-zoned property shall not be used for sleeping or habitation purposes.
- I. Except when permitted by a Special Event permit under Article 8-8, no Short-Term ~~Rental or Vacation~~ Rental may be used for any Nonresidential Uses, including but not

limited to, an event that requires a permit or license pursuant to a Town ordinance or State law or rule; a retail, restaurant, Banquet Space, Event Center, or other similar use, such as weddings and pop-up bars; or any use prohibited in a residentially-zoned district pursuant to the Zoning Ordinance.

- J. Any violation of an ordinance related to noise, protection of welfare, property maintenance, and other nuisance issues, where such ordinances are permitted under A.R.S. § 9-500.39(B)(2), constitutes a Nonresidential Use.

Section 10-14-5 Standards and Operating Requirements; Health and Safety

A. Standards and Operating Requirements.

1. ~~Owners~~An Owner or ~~their designees~~Owner's Representative shall ~~(1a)~~ affirmatively respond to complaints in person, over the phone, or by email, and ~~(2b)~~ abate the incident from which the complaint arose in a Timely Manner regardless of when the Owner receives notice of the complaint. If such a response is due within one ~~(1)~~ hour under this Article's definition of Timely Manner, the response is deemed necessary to protect the peace, health, safety, and welfare of the general public, and the Owner or Owner's Representative shall so respond in person. If the response is due within ~~twenty-four (24)~~ hours, the Owner or the Owner's Representative shall respond either in person, by telephone, or by email. Failure of the Owner or the Owner's Representative to respond to a complaint as provided herein is a violation of this Article, and the Owner shall be deemed responsible for such violation regardless of whether an Owner's Representative has been designated.
2. Prior to the commencement of the occupancy or during check-in, the Owner shall explain and describe all rules and regulations applicable to the use of the property as a Short-Term Rental including, but not limited to, parking restrictions, restrictions on noise and amplified sound, trash collection schedules, Special Event and Nonresidential Use restrictions, fire evacuation routes, and any other information, as required by this Code, applicable to the Short-Term Rental and the surrounding neighborhood. Prior to or upon the ~~guest~~booking Guest's arrival at the Short-Term Rental, the Owner shall provide the booking ~~guest~~Guest with a written copy of the statement of rules and regulations acknowledged by the ~~guest~~booking Guest at the time of booking as required by Section 10-14-3(C). The Owner shall keep a record of compliance with this section.
3. Trash and refuse shall not be left stored within public view, except in proper collection containers for the purpose of collection in accordance with the residential collection schedule outlined in Section 8-3-9. Containers shall not be placed for collection before 6:00 p.m. on the day preceding the date of collection, and after the containers are emptied, they shall be removed from the street and stored in a screened area by the end of the collection day.

4. The following notice must be completed in 14-point or larger bold font, on a laminated or otherwise similarly shielded paper, and prominently displayed on the inside of the front door and the primary door to the backyard or in a conspicuous location near each such door. The notice below shall also include information regarding the location of all fire extinguishers and Town of Paradise Valley parking and waste disposal regulations.

NOTICE

USE OF THIS PROPERTY FOR ANY OF THE FOLLOWING PURPOSES IS PROHIBITED; VIOLATORS MAY BE SUBJECT TO SUBSTANTIAL PENALTIES:

1. Housing sex offenders;
2. Operating or maintaining a sober living home;
3. Selling controlled substances, liquor, or pornography;
4. Obscenity, Nude or topless dancing, and other adult-oriented businesses, performances, parties, or activities in which value is given in exchange for an adult-oriented service;
5. Any uses prohibited under A.R.S. § 9-500.39, or federal, state, or local law; or
6. Any use that disturbs neighboring properties' peace and enjoyment including, but not limited to, excessive noise, impeding traffic, obstruction of public streets by crowds or vehicles, use or possession of illegal drugs, drinking in public areas, the service of alcohol to minors or consumption of alcohol by minors, fighting, disturbing the peace, and/or littering.

UNLESS THE TOWN EXPRESSLY PERMITS SUCH A USE IN WRITING, USE OF THIS PROPERTY FOR ANY OF THE FOLLOWING PURPOSES IS PROHIBITED; VIOLATORS MAY BE SUBJECT TO SUBSTANTIAL PENALTIES:

Use for any nonresidential use, including:

1. For a special event that would otherwise require a permit or license pursuant to ~~town~~Town ordinance or a state law or rule; or
2. Operating a retail business, restaurant, event center, banquet space, or similar use.

Your local contact person's name is _____ and can be reached by phone 24 hours a day, seven days a week, at ____-____-_____.

- B. Health, Safety, and Sanitation. To protect the health, safety, and general welfare of all Short-Term Rental occupants, Short-Term Rentals must meet the minimum standards for habitable structures set forth in this Code and the Zoning Ordinance and the following requirements. The Town may require inspection if it has a reason for concern that the

Short-Term Rental may not be compliant with the Town of Paradise Valley's fire, building, or zoning requirements.

1. Owners shall:
 - a. Have either (1) liability insurance to cover the Short-Term Rental in an amount determined appropriate by the insurance company insuring such Short-Term Rental, but in no case, an amount less than ~~one million dollars (\$1,000,000)~~ \$500,000, in the aggregate, or (2) equal or greater insurance coverage is provided for the Short-Term Rental through the Online Lodging Marketplace through which the property is booked; and
 - b. Ensure their Short-Term Rental meets the requirements of this ~~subsection~~ Subsection 10-14-5(B).
2. Smoke and carbon monoxide (CO) detection and notification system. A working smoke alarm and carbon monoxide (CO) alarm system, which may require the installation and maintenance of several detection units, shall be present within the Short-Term ~~Rental or Vacation~~ Rental and maintained annually as required under NFPA (National Fire Protection Association) 72. The Owner or Owner's ~~designee~~ Representative shall keep and make available for inspection upon request by the Fire Marshal a record of all inspections and maintenance activities.
3. Fire extinguisher. A portable, multi-purpose fire extinguisher shall be installed, inspected, and maintained as required under NFPA 10 in any kitchen area and on each floor of a Short-Term Rental and within 20 feet of every outdoor fire feature, fire pit, patio heater, fireplace, or other areas with fire. The extinguisher(s) shall be installed on the wall in an open common area or in an enclosed space with appropriate markings visibly showing the location of the fire extinguisher.
4. Fire Safety and Emergency Evacuation Map. The Owner shall provide and prominently display a map of the Short-Term Rental showing the following information: safe routes of egress in the event of a fire or other emergency; the location of telephone(s) required under this Article; the location of fire detection and suppression equipment; and any additional information relevant to such emergency preparedness measures. Such maps shall include the full property address, emergency information (911), and Owner contact information.
5. Air Filters. As applicable, all HVAC filters in the Short-Term Rental shall be changed every three ~~(3)~~ months or according to the manufacturer's instructions. The Owner or Owner's ~~designee~~ Representative shall keep and make available for inspection upon request by the Town a record of all HVAC filter changes.
6. Local phone service. At least one ~~(1)~~ working landline, or other fixed telephone ~~or modern equivalent that transmits signals through physical media~~, with the ability to call 911 and receive inbound calls shall be available on every floor of the Short-Term Rental.

7. Cleaning. The Owner shall have the Short-Term Rental cleaned between bookings following CDC guidelines and using household disinfectant products ~~included or recommended by the EPA's List N: Disinfectants for Coronavirus (COVID-19), available at <https://efpub.epa.gov/wizards/disinfectants/United States Environmental Protection Agency>.~~
 8. Pest Control. The Owner shall ensure that the Short-Term Rental receives regular (at least monthly) pest control treatments to keep the interior of all buildings and structures and exterior area of the premises free from infestation of insects, rodents, and other noxious pests where such infestation threatens the health, safety, or welfare of a person or persons.
- C. In addition to the transaction privilege tax license number that must be included in the Short-Term Rental's listing, the Owner shall complete and prominently display the following statement in the ~~Vacation~~Short-Term Rental's Online Lodging Marketplace or other listing:
- The ~~owner~~Owner of this property will provide you with pertinent safety information, explain your responsibilities under the Paradise Valley Town Code, and expect you to certify your compliance therewith.
- You must not use this property for any ~~of the uses identified~~nonresidential or other prohibited activity or use, as defined in Paradise Valley Town Code Section 10-14-4. Any renter who causes, permits, facilitates, aides, or abets ~~any violation thereof~~such prohibited use of this property shall be subject to a civil infraction carrying a mandatory penalty of a minimum of \$500.00, in addition to any other penalties which the Town may impose.
- The use of this ~~short-term rental~~Short-Term Rental to house sex offenders is prohibited by State Law and by the Paradise Valley Town Code. The ~~owner~~Owner of this ~~short-term rental~~Short-Term Rental is required to perform a background check on you and your guests prior to your stay.

Section 10-14-6 Enhanced Penalties

- A. The ~~remedies~~penalties set forth herein are cumulative, and the Town may proceed under one or more such ~~remedies~~penalties.
 - B. ~~Any Short-Term Rental Owner, agent, or renter who causes, permits, facilitates, aides, or abets~~Notwithstanding any other provision of this Code, causing, permitting, facilitating, aiding, or abetting any violation of any provision of this Article, or ~~who fails~~failing to perform any act or duty required by this Article, is punishable as a misdemeanor, and shall also constitute a civil offense, as set forth in Article 1-9 of this Code. Any person who admits, or is found responsible, for a civil offense pursuant to this Subsection shall be subject to a fine in the ~~following civil sanctions:-~~
1. ~~First offense, five hundred dollars (minimum amount of \$500).~~

- ~~2. Second offense on the property within twelve months (12), one thousand dollars (\$1,000) per offense.~~
- ~~3. Third and subsequent offense within twelve (12) months, one thousand five hundred dollars (\$1,500) per offense.~~
- C. ~~Notwithstanding any other provisions of the Code, the Short Term Rental Owner, agent, or renter who causes, permits, facilitates, aides, or abets the use of the Vacation Rental in violation of any provision of the Code is subject to a civil sanction as set forth in subsection B of this section.~~In addition to any other penalty imposed pursuant to any other provision of this Code, the Town may impose a civil penalty of \$1,000 per 30 days against the Owner if the Owner or Owner's Representative fails to provide contact information as required by Section 10-14-3(A). The Town shall provide notice 30 days prior to initial imposition of such a penalty. Notwithstanding the date of such notice, this penalty shall be calculated from the first day the Short-Term Rental is occupied by a Guest following failure to provide initial or updated contact information.
- D. ~~Any Vacation Rental Owner, agent, or renter who~~In addition to any other penalty imposed pursuant to any other provision of this Code, the Town may impose a civil penalty of \$1,000 per month against the Owner if the Owner or Owner's Representative fails to apply for a Permit within 30 days after receiving written notice of such requirement.
- E. In addition to any other penalty imposed pursuant to any other provision of this Code, and notwithstanding any other law, the Town may impose a civil penalty of the following amounts against an Owner if the Owner or Owner's Representative causes, permits, facilitates, aides, or abets ~~any~~ violation of any provision of this Article or fails to perform any act or duty required by this Article ~~is guilty of a Class 1 misdemeanor,~~ related to the same Short-Term Rental property within the same twelve-month period:
1. Up to \$500 or up to an amount equal to one night's rent for the Short-Term Rental as advertised, whichever is greater, for the first violation.
 2. Up to \$1,000 or up to an amount equal to two nights' rent for the Short-Term Rental as advertised, whichever is greater, for the second violation.
 3. Up to \$3,500 or up to an amount equal to three nights' rent for the Short-Term Rental as advertised, whichever is greater, for a third and any subsequent violation.
- If multiple violations arise out of the same response to an incident at a Short-Term Rental, those violations are considered one violation for the purposes of assessing civil penalties pursuant to this Subsection or suspending a Permit pursuant to Subsection 10-14-3(L).

Section 10-14-7 Appeals.

A. Any decision to deny, suspend, or revoke a Permit, or to impose a penalty pursuant to Section 10-14-6 of this Code, shall be subject to the review and appeal procedures set forth in Section 4-1-10(B) of this Code.

B. This Section is not applicable to judicial actions brought pursuant to section 10-14-3(L)(3), or to any penalty imposed by a court.

Section 10-14-8 Town use of Permit information.

Unless otherwise provided by law, the Town may use any information obtained from a Permit application for any lawful purpose including, but not limited to, communicating or providing reminders, information related to public health and safety, information regarding compliance with laws, and general Town updates.

Document comparison by Workshare 10.0 on Friday, September 2, 2022 4:54:23 PM

Input:	
Document 1 ID	iManage://GRWORK01/Phoenix/4545647/1
Description	#4545647v1<Phoenix> - CODE - PV Town Code Article 10-14 (v. 1)(7.25.22)
Document 2 ID	iManage://GRWORK01/Phoenix/4545647/18
Description	#4545647v18<Phoenix> - CODE - PV Town Code Articles 4-1 and 10-14 - STR (018)(GR 9.2.22)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	169
Deletions	108
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	277



Paradise Valley Town Council

Proposed Code Changes

September 8, 2022

Revised § 9-500.39

Recent changes to § 9-500.39 allow the Town to:

- Require regulatory permits
- Deny, suspend, or revoke permits
- Require neighbor notifications
- Continue to require background checks
- Continue to assess penalties for failing to register or provide contact information

Permits

Under proposed Article 10-14, STR owners must:

- Register with the Town and pay a permit fee
- Obtain a transaction privilege tax license
- Show proof of lawful residence in the US (if individual)
- Maintain at least \$500k liability insurance
- Renew annually
- Notify neighbors before first rental and upon change of information
- Display the STR permit number on every advertisement

Permits - Denial

- Town must issue/deny permit within seven business days.
- Town may deny issuance/renewal for any of the following:
 - Failure to provide sufficient information
 - Failure to pay the permit fee
 - STR's current permit is already suspended
 - Applicant provides false information
 - Owner/Rep is a registered sex offender
 - Owner/Rep was convicted of a felony resulting in death or serious physical injury or felony use of a deadly weapon within the past five years

Permits - Suspension

Town may suspend a permit for one year:

- For any **one** of the following, **if the Owner/Rep:**
 - Commits a felony at/near the STR
 - Causes serious injury or wrongful death at or related to the STR
 - Knowingly or intentionally allows:
 - Housing of a sex offender
 - Offenses related to adult-oriented businesses, sexual offenses, or prostitution
 - Operating a sober living home
 - Hosting special events
- Or for any **three** violations **associated with the STR** within one year
 - Excluding aesthetic/trash/parking violations that don't also seriously threaten public health and safety

Permits - Suspension

- Judicial Relief
 - Town may seek judicial relief in the form of suspension
 - For attempted/completed felony resulting in death or actual/attempted serious physical injury

Permits - Revocation

- Town shall initiate revocation proceedings if any grounds for denial exist for an STR permit that already has been issued
- Appeals
 - Owner/Rep has the right to appeal non-judicial suspensions in accordance with Town Code Section 4-1-10 (also being revised)
 - Town shall give notice of such right
- Reapplication
 - One year waiting period to apply for another STR if the Owner's had an STR permit denied or revoked

Penalties

- STR's that fail to apply for a permit within 30 days of the Town making the application process available must cease operations
- Failure to register within 30 days = \$1,000/month
- Failure to provide contact info after 30 days' notice = \$1,000/30 days
- Additional penalties for violations within same 12-month period:
 - 1st – greater of up to \$500 or one night's rent at the advertised rate
 - 2nd – greater of up to \$1,000 or two night's rent at the advertised rate
 - 3rd – greater of up to \$3,500 or three night's rent at the advertised rate

Miscellaneous

- Town may use permitting info for any lawful reasons, like communicating regarding compliance with laws and regulations, Town updates, and reminders to update info with the Town.
- “Guest” means a person who makes transient use of an STR. For the purposes of this Article, any person who makes payment for the use of an STR, any person identified on the rental agreement for an STR, any person who sleeps or plans to sleep overnight in an STR, and any person present in an STR after 10:00 PM, are each presumed to be a Guest of that STR.

Questions?



Action Report

File #: 22-269

AGENDA TITLE:

Discussion Regarding Areas Around Entry Monuments including the vacant Town Owned Parcel at Doubletree and Scottsdale Roads.

STAFF CONTACT:

TOWN *Of* **PARADISE VALLEY**



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill Keimach, Town Manager
Lisa Collins, Community Development Director

DATE: September 8, 2022

DEPARTMENT: Community Development
Lisa Collins, 480-348-3522

AGENDA TITLE:

Discussion regarding areas around entry monuments including the vacant Town owned parcel at Doubletree and Scottsdale Roads.

SUMMARY STATEMENT:

The Council will discuss the areas surrounding entry monuments and provide direction to staff regarding possible minor visual improvements in line with the General Plan to the Town owned parcel or other locations.

BACKGROUND:

The Town Council approved new entryway monuments on June 28, 2012. The entryway monuments along with various landscaping are located at significant entry points that were determined when the entry monuments were approved. Each of the 17 locations have some type of landscaping and ground cover that is generally consistent with the surrounding area. Most of the locations have a desert landscape palette. The Town owned parcel at northwest corner of Doubletree and Scottsdale Roads has no improved landscaping or ground cover treatment.

NEXT STEPS:

Council to provide staff direction on any improvements they would like staff to bring back to Council for further consideration

BUDGETARY IMPACT:

If Council directs staff to recommend improvements, an associated cost will be presented.

ATTACHMENT(S):

- A. Staff Report
- B. Presentation



Town of Paradise Valley

Town of Paradise Valley Points of Entry Study Session

September 8, 2022

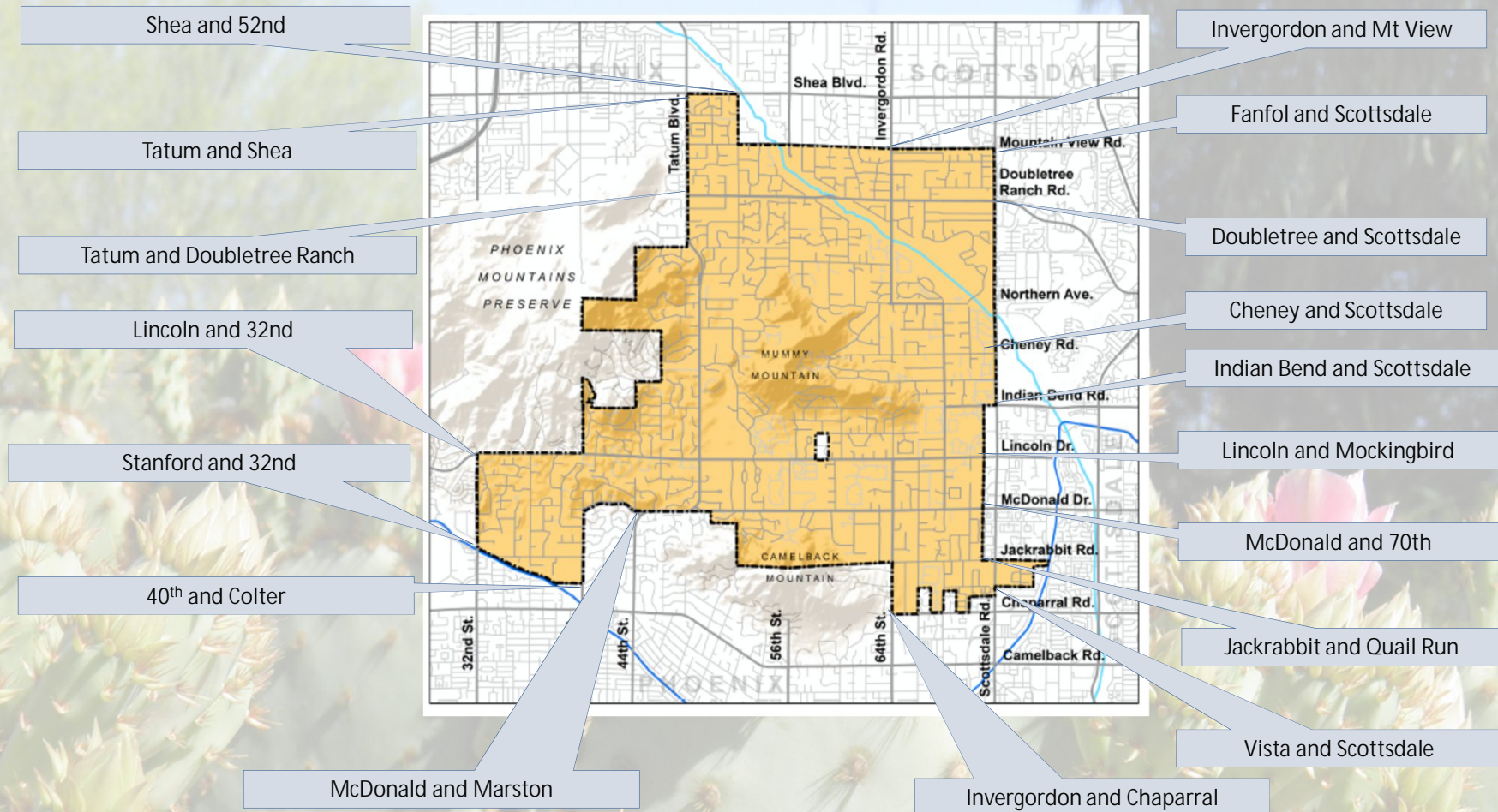


Entryway Monuments

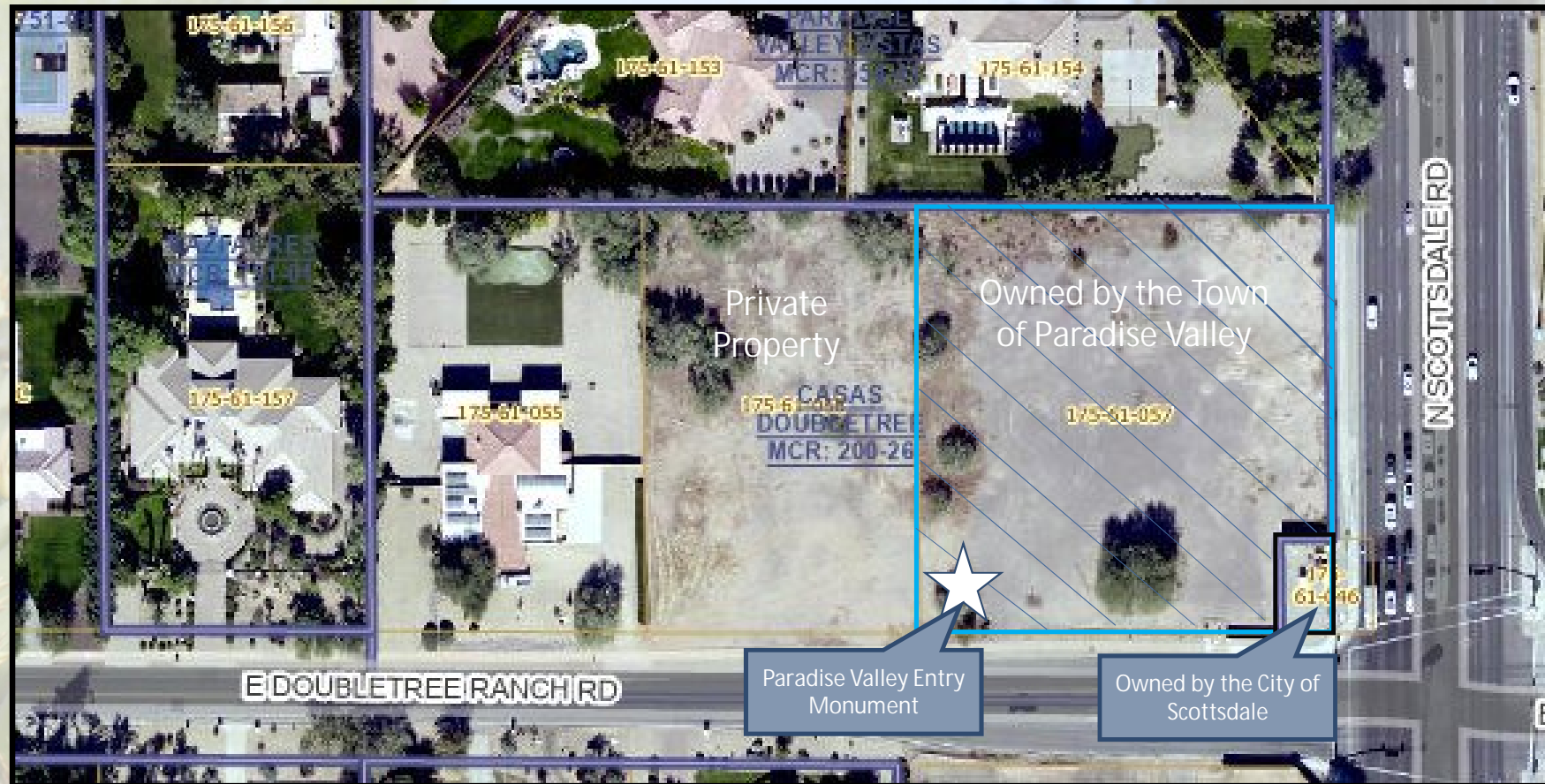


- Located within the Town's right-of-way
- Include landscaping consistent with the surrounding area
- Town owns a vacant parcel adjacent to one of the entry monuments

Entryway Monument Locations



Town Owned Parcel





Town Property details

- Northeast Corner of Doubletree & Scottsdale Road
- Town Entry Point
- 1.35 acres
- Zoned R-43
- General Plan designation - Low density residential
- Current Use - vacant

Existing Conditions



Entry Monuments at various locations



Lincoln Drive & Mockingbird Lane



52nd Street and Shea Boulevard



Vista & Scottsdale



Stanford Drive & 32nd Street



7

Possible Options for Consideration

Improvements in line with the General Plan Goals and Policies supporting

- Visually pleasing Town entry points
- Environmental Planning and Water Resources



Considerations Minor Improvements

Does the Council want to consider minor visual improvements to the Town Owned Vacant Parcel or other locations?





Questions?



Action Report

File #: 22-270

AGENDA TITLE:

Proclaim September 2022 as Ovarian Cancer Awareness Month

RECOMMENDATION:

Proclaim September 2022 as Ovarian Cancer Awareness Month

STAFF CONTACT:

TOWN *Of* **PARADISE VALLEY**



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill Keimach, Town Manager

DATE: September 8, 2022

DEPARTMENT: Town Manager
Jill Keimach, 480-348-3690

AGENDA TITLE:
Proclaim September 2022 as Ovarian Cancer Awareness Month

RECOMMENDATION:
Proclaim September 2022 Ovarian Cancer Awareness Month

SUMMARY STATEMENT:

According to the American Association for Cancer Research, ovarian cancer is rare but because it often goes undiagnosed and untreated, the survival rate is low. It is the fifth leading cause of cancer-related death among American women.

To honor survivors and promote awareness about this disease, Mayor Bien-Willner will proclaim September 2022 as Ovarian Cancer Awareness Month in Paradise Valley.

ATTACHMENT(S):
A. Staff Report
B. Proclamation

Proclamation

WHEREAS, the mission of the National Ovarian Cancer Coalition – Arizona (NOCC – AZ) is to save lives through the prevention and cure of ovarian cancer and to improve quality of life for survivors and their caregivers; and

WHEREAS, the National Ovarian Cancer Coalition – Arizona (NOCC – AZ) is organizing statewide *Light Up 4 Ovarian Cancer* events throughout Arizona; and

WHEREAS, awareness through education is currently the best tool for early detection and an increased chance of survival; and

WHEREAS, the National Ovarian Cancer Coalition – Arizona requests the Town of Paradise Valley help promote awareness about the “disease that whispers,” honor survivors, and remember lives lost by participating in the Light up events for ovarian cancer awareness occur across the nation, overseas and are increasing every year,

NOW, THEREFORE, I, Jerry Bien-Willner, Mayor of the Town of Paradise Valley, do hereby proclaim the month of September to be

NATIONAL OVARIAN CANCER AWARENESS MONTH

and encourage the Town of Paradise Valley to join us in celebrating this momentous occasion and support the statewide Light Up 4 Ovarian Cancer events.

IN WITNESS WHEREOF, I have set my hand and caused to be affixed the seal of the Town of Paradise Valley this 8th day of September, 2022.

Jerry Bien-Willner, Mayor

Attest:

Duncan Miller, Town Clerk



Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Action Report

File #: 22-260



**TOWN COUNCIL MEETING
6401 E. LINCOLN DRIVE
PARADISE VALLEY, ARIZONA 85253
MINUTES
THURSDAY, JUNE 9, 2022**

1. CALL TO ORDER / ROLL CALL

Mayor Bien-Willner called to order the Town Council Meeting for Thursday, June 9, 2022 at 5:30 p.m. in the Town Hall Boardroom, 6401 E. Lincoln Drive, Paradise Valley, AZ 85253.

COUNCIL MEMBERS PRESENT

Mayor Jerry Bien-Willner
Vice Mayor Anna Thomasson
Council Member Ellen Andeen
Council Member Paul Dembow
Council Member Scott Moore attended by video conference call
Council Member Julie Pace attended by video conference call
Council Member Mark Stanton

STAFF MEMBERS PRESENT

Town Attorney Andrew J. McGuire
Town Clerk Duncan Miller
Chief of Police Peter Wingert
Community Development Director Lisa Collins

A motion was made by Council Member Dembow, seconded by Council Member Stanton, to go into executive session to discuss item 22-224. The motion passed by the following vote:

Aye: 7 - Mayor Bien-Willner
Council Member Andeen
Council Member Dembow
Council Member Moore
Council Member Pace
Council Member Stanton
Vice Mayor Thomasson

2. EXECUTIVE SESSION

22-224 Discussion and consultation with the Town Attorney for legal advice regarding proposed amendments to Town Code Chapter 2 regarding Board of Adjustment hearing process and associated regulations as authorized by A.R.S. §38-431.03(A)(3).

Note: Minutes of Town Council meetings are prepared in accordance with the provisions of Arizona Revised Statutes. These minutes are intended to be an accurate reflection of action taken and direction given by the Town Council and are not verbatim transcripts. Video recordings of the meetings along with staff reports and presentations are available online (www.paradisevalleyaz.gov) and are on file in the Office of the Town Clerk. Persons with disabilities who experience difficulties accessing this information may request accommodation by calling 480-948-7411 (voice) or 480-348-1811 (TDD).

- 22-220 The Town Council may go into executive session at one or more times during the meeting as needed to confer with the Town Attorney for legal advice regarding any of the items listed on the agenda as authorized by A.R.S. §38-431.03(A)(3).**

3. STUDY SESSION ITEMS

STAFF MEMBERS PRESENT

Town Manager Jill Keimach
Town Attorney Andrew McGuire
Police Chief Peter Wingert
Town Clerk Duncan Miller
Town Engineer Paul Mood
Community Development Director Lisa Collins
Public Works Director Brent Skoglund
CIO Kathy Fernandez

Mayor Bien-Willner reconvened the Study Session at 5:45 PM.

22-240 Discussion of Ordinance 2022-05 and Resolution 2022-12 Related to the Board of Adjustment

Town Attorney Andrew McGuire explained that the purpose of proposed Ordinance 2022-05 and Resolution 2022-12 was to align the Town's Board of Adjustment variance criteria with state statutes and provide clarity for applicants and residents on process and procedures. He highlighted the main revisions and he noted that these items were scheduled for action later in the meeting.

There were no questions of further discussion.

4. BREAK

5. RECONVENE FOR REGULAR MEETING

Mayor Bien-Willner reconvened the meeting at 6:00 PM.

6. ROLL CALL**COUNCIL MEMBERS PRESENT**

Mayor Jerry Bien-Willner
Council Member Ellen Andeen
Council Member Paul Dembow
Council Member Julie Pace attended by video conference call
Council Member Mark Stanton
Vice Mayor Anna Thomasson

Absent

Council Member Scott Moore

STAFF MEMBERS PRESENT

Town Manager Jill Keimach
Town Attorney Andrew McGuire
Town Clerk Duncan Miller
Chief of Police Peter Wingert
Community Development Director Lisa Collins
Town Engineer Paul Mood
CIO Kathy Fernandez
Public Works Director Brent Skoglund
Planning Manager Paul Michaud
Municipal Court Director Jeanette Wiesenhofer

7. PLEDGE OF ALLEGIANCE*

Sophia [] led the Pledge of Allegiance. Following the Pledge, a moment of silence was observed in memory of former Mayor Ron Clarke who passed away on May 31, 2022.

8. PRESENTATIONS

22-212 Recognize August 2022 as Drowning Impact Awareness Month in Paradise Valley

Mayor Bien-Willner presented a proclamation declaring August 2022 as Drowning Impact Awareness Month to Shaunna Risinger representing the Drowning Prevention Coalition of Arizona.

9. CALL TO THE PUBLIC

Residents Marel Brady and Bryan Brady, members of the Eagle Society (a civic organization for Town residents), addressed the Council to lodge a complaint about what they believe were threatening and intimidating communications received from a Council Member.

Phoenix resident Charles Keller asked for clarification about why those speaking during call to the public must state their name and if they are a resident.

10. CONSENT AGENDA

Town Manager Keimach summarized the Consent Agenda. Vice Mayor Thomasson removed item 22-228 for separate discussion.

A motion was made by Council Member Dembow, seconded by Council Member Stanton, to approve the Consent Agenda with the exception of item 22-228. The motion carried by the following vote:

Aye: 6 - Mayor Bien-Willner
Council Member Andeen
Council Member Dembow
Council Member Pace
Council Member Stanton
Vice Mayor Thomasson

Absent: 1 - Council Member Moore

22-221 Minutes of Town Council Meeting May 26, 2022

22-225 Acceptance of Donations to the Town of Paradise Valley for Fiscal Year 2022

Recommendation: Accept donations to the Town received in Fiscal Year 2022.

22-233 Discussion and Possible Action to Approve a Contract with Kimley-Horn and Associates for the Design of the Miscellaneous Street Repairs (Various Locations).

Recommendation: Approve contract CON-23-001-ENG and authorize the Town Manager to execute contract in the amount not to exceed \$134,200, and waive the 14-day wait period to sign the agreement.

22-234 Discussion and Potential Action to Approve a Contract with Continental Flooring Company for the Town Hall Carpet Replacement.

Recommendation: Approve contract CON-23-002-ENG and authorize the Town Manager to execute in the amount not to exceed \$65,000 and to waive the 14-day wait period to sign the agreement.

22-235 Discussion and Possible Action to Approve a Contract with Educational Furnishings of Arizona for the Town Hall Optimization Phase II Project

Recommendation: Approve contract CON-23-003-ENG and authorize the Town Manager to execute in the amount not to exceed \$75,000 and to waive the 14-day wait period to sign the agreement

- 22-232 Discussion and Possible Action to Adopt Resolution 2022-14
Authorizing the Town to Enter into Intergovernmental Agreement
with the Flood Control District of Maricopa County for the Design
and Construction of the Mockingbird Lane Drainage Improvements
from 56th Street to Invergordon Road.**

Recommendation: Adopt Resolution 2022-14 authorizing the Town Manager to enter into Intergovernmental Agreement (IGA) with the Flood Control District of Maricopa County for the Design, Rights-Of-Way Acquisition, Utility Relocations, Construction, Construction Management, and Operation and Maintenance of the Mockingbird Lane Drainage Improvements from 56th Street to Invergordon Road.

- 22-228 Discussion and Possible Action to Adopt Resolution 2022-15
Adopting the Annual Public Safety Personnel Retirement System
(PSPRS) Pension Funding Policy for Fiscal Year 2023**

Recommendation: Adopt Resolution 2022-15 setting for the FY 2023 Pension Funding Policy.

A motion was made by Vice Mayor Thomasson, seconded by Council Member Dembow, to adopt Resolution 2022-15 setting for the FY 2023 Pension Funding Policy. The motion carried by the following vote:

Aye: 6 - Mayor Bien-Willner
Council Member Andeen
Council Member Dembow
Council Member Pace
Council Member Stanton
Vice Mayor Thomasson

Absent: 1 - Council Member Moore

- 22-227 Discussion and Possible Action to Adopt Resolution 2022-16
Designating the Chief Fiscal Officer as the Town's Filing Agent for
the Annual Expenditure Limitation Report (AELR) for Fiscal Year
2022 and Fiscal Year 2023**

Recommendation: Adopt Resolution 2022-16 designating the CFO for the Submission of the Annual Expenditure Limitation Report for Fiscal Year 2022 and Fiscal Year 2023.

- 22-241 Discussion and Possible Action to Adopt Resolution 2022-17
Amending the Fiscal Year 2022 Budget which Ends June 30, 2022**

Recommendation: Adopt Resolution 2022-17

22-230 Discussion and Possible Action to Approve the Intergovernmental Agreement between the Town of Paradise Valley and the City of Tempe for the Continued Operation of the East Valley Regional Veterans Court

Recommendation: Approve the Intergovernmental Agreement with the City of Tempe allowing Town of Paradise Valley to participate in the Maricopa County East Valley Regional Veterans Court.

22-237 Approval of Amendment to the Town Manager's Employment Contract

Recommendation: Authorize the Mayor to execute Amendment Four to the Town Manager's Employment Agreement, CON-19-063-TMG-A4, and waive the 14-day contract execution wait period.

22-231 Discussion and Possible Action to Cancel the June 23, 2022 Regular Council Meeting

Recommendation: Cancel the June 23, 2022 Regular Council Meeting

11. PUBLIC HEARINGS

22-226 Discussion and Possible Action to Adopt Ordinance 2022-02, a New Special Use Permit for a Private Roadway Gate on East Cottontail Run Road (5000 E Cottontail Run Rd & 7117 N Tatum Blvd)

Planning Manager Paul Michaud summarized a request submitted by Rose Law Group on behalf of Cottontail Run Rd, LLC for a new Special Use Permit for a private roadway gate located at 5000 E. Cottontail Run Rd. He stated that the Planning Commission reviewed the application and recommended Town Council approval subject to seven stipulations.

At the Town Council study session on May 12th, the Council offered revisions to stipulation #7 regarding the requirement to provide the Town with a fully executed agreement among all the Cottontail Run Rd property owners confirming their approval of the proposed gate installation and long-term maintenance.

Jordan Rose, representing the applicant, updated the Council on the full support from all 9 property owners for the gate and that the executed agreement would be forthcoming. She thanked the Council for their consideration.

Mayor Bien-Willner opened the public hearing. There were no public comments.
Mayor Bien-Willner closed the public hearing.

A motion was made by Council Member Dembow, seconded by Council Member Stanton to adopt Ordinance 2022-02, a new Special Use Permit application for a private roadway gate located on 5000 East Cottontail Run Road and 7117 N Tatum Boulevard (Maricopa County Tax Parcels 169-08-044D and 169-08-044J), subject to the following stipulations:

1. SUP-21-02 shall only allow for private roadway gates and related improvements on portions of the Property described in Exhibit A-1 and Exhibit A-2.

2. All improvements shall be in substantial compliance with all of the following, which are on file in the Town's Community Development and Engineering Department):

a. The narrative prepared by Rose Law Group dated February 17, 2022.

b. The Gated Entry Conceptual Site Plan prepared by CVL Consultants, dated February 7, 2022.

c. The Gated Entry Conceptual Elevations prepared by CVL Consultants, dated May 9, 2022.

d. The Gated Entry Conceptual Lighting Plan prepared by CVL Consultants, dated November 16, 2021.

e. The Gated Entry Conceptual Grading Plan prepared by CVL Consultants, dated February 7, 2022.

f. The traffic study prepared by Lokahi, Jamie Ann K. Blakeman, registered professional engineer, dated January 3, 2022.

3. The owners of the Property shall provide the Town, in a form acceptable to the Town Attorney, a Grant of Access Easement Over Private Roadway and Private Roadway Maintenance Agreement for the private roadway, private roadway gates, emergency access gate, and any related roadway/gate

improvements on the Property. This form shall be reviewed by the Town Attorney, be in compliance to applicable local and state laws, be executed by all owners of the Property and be recorded with the Maricopa County Recorder's Office prior to the effective date of this ordinance.

4. The owners of the Property shall provide to the Town a duly recorded Declaration of Easements or similar agreement granting all owners of the Cottontail Properties ingress/egress access over the Adjacent Property Easement (as the individual deeds for the Cottontail Properties already provide ingress/egress over East Cottontail Run Road) along with all necessary access devices and other pertinent items/information. Said declaration shall be recorded with the Maricopa County Recorder's Office prior to the effective date of this ordinance.

5. Completion of the improvements shall meet all Federal, State, and Town requirements, including, but not limited to, applicable Town of Paradise Valley Community Development Department permit review, approval, and inspections (submittal of a final grading and drainage plan with detailed plans, retention calculations, percolation test data, and related information for staff review,

approval, inspection, and as-builts; a building permit for the private roadway gate and retaining wall, and a Storm Drainage Facilities Agreement pursuant to the Town's Storm Drainage Design Manual).

6. The owners of the Property and each of the Cottontail Properties shall provide the Town with a signed Waiver of Claims for Diminution of Value under A.R.S. § 12-1134 (Proposition 207 Waiver) in the form provided by the Town Attorney prior to Town Council approval of this Application, with said form recorded with the Maricopa County Recorder's Office prior to the effective date of this ordinance.

7. The owners of the Property shall provide the Town a fully-executed agreement among all of the owners of the Property and the Cottontail Properties confirming their approval of the proposed gate installation and documenting their agreement regarding long-term administration, operations, financial assurance, and other matters related to the private roadway access gate and related improvements. Said private agreement shall be recorded with the Maricopa County Recorder's Office prior to the effective date of this ordinance.

The motion carried by the following vote:

Aye: 6 - Mayor Bien-Willner
Council Member Andeen
Council Member Dembow
Council Member Pace
Council Member Stanton
Vice Mayor Thomasson

Absent: 1 - Council Member Moore

22-236 Public Hearing on Resolution 2022-19: Final Budget for Fiscal Year 2023

Town Manager Jill Keimach presented the Fiscal Year 2023 Final Budget. She said total expenditures for Fiscal Year 2023 were \$51,836,276.

Mayor Bien-Willner opened the public hearing. There were no public comments.
Mayor Bien-Willner closed the public hearing.

12. SPECIAL MEETING

Mayor Bien-Willner recessed the regular meeting and convened a special meeting to consider and take action on the final budget.

22-229 Discussion and Possible Action to Adopt Resolution 2022-19 Approving the Final Budget for Fiscal Year 2023

There was no further discussion or public comments.

A motion was made by Council Member Andeen, seconded by Council Member Dembow, to adopt Resolution 2022-19 setting forth the Fiscal Year 2023 Final Budget and authorize staff to proceed with the required postings. The motion carried by the following vote:

Aye: 6 - Mayor Bien-Willner
Council Member Andeen
Council Member Dembow
Council Member Pace
Council Member Stanton
Vice Mayor Thomasson

Absent: 1 - Council Member Moore

RECONVENE REGULAR MEETING

Mayor Bien-Willner reconvened the regular meeting.

13. ACTION ITEMS

22-201 Approval of Contract with E1 Audiovisual Technologies for the Council Chambers AV Technology Upgrade.

Chief Information Officer Kathy Fernandez presented a request to award a contract to E1 Audiovisual Technologies to upgrade audiovisual equipment in the Council Chambers, Boardroom, Community Room, and Police Department Auditorium. Responding to a question from Council from the Study Session on May 26, she provided an estimate of an additional \$50,000 to replace AV components identified in the proposal as being excluded from replacement. Staff's recommendation was not to replace those components because they were well within the useful lifespan and could be repurposed.

There was Council discussion about the addition of acoustical treatments in public meeting spaces to further improve audio quality.

There were no public comments.

A motion was made by Council Member Pace, seconded by Council Member Andeen, to award a contract to E1 Audiovisual Technologies (CON22-210-IT), authorize the Town Manager to execute the contract in the amount not to exceed \$370,000.00, to waive the 14 day wait period to sign the agreement, and to authorize staff to consult with an acoustics professional to investigate options to improve sound quality in public meeting rooms. The motion passed by the following vote:

Aye: 6 - Mayor Bien-Willner
Council Member Andeen
Council Member Dembow
Council Member Pace
Council Member Stanton
Vice Mayor Thomasson

Absent: 1 - Council Member Moore

**22-242 Discussion and Possible Action to Adopt Ordinance 2022-05,
Adopting the June 2022 Town Code Amendments Related to the
Board of Adjustment, and Resolution 2022-12, Adopting Amended
Rules of Procedure for the Board of Adjustment.**

There were no public comments or further discussion from the Town Council.

A motion was made by Council Member Pace, seconded by Vice Mayor Thomasson, to adopt Ordinance 2022-05 and Resolution 2022-12 and waive the Council Rules of Procedure requiring a study session at least one meeting in advance of adoption. The motion carried by the following vote:

Aye: 6 - Mayor Bien-Willner
Council Member Andeen
Council Member Dembow
Council Member Pace
Council Member Stanton
Vice Mayor Thomasson

Absent: 1 - Council Member Moore

14. FUTURE AGENDA ITEMS

22-222 Consideration of Requests for Future Agenda Items

Acting Town Manager Collins summarized upcoming agenda items.

15. MAYOR / COUNCIL / MANAGER COMMENTS

Council Members provided comments and updates related to current events.

16. ADJOURN

A motion was made by Council Member Dembow, seconded by Council Member Stanton, to adjourn. The motion carried by the following vote:

Aye: 6 - Mayor Bien-Willner
Council Member Andeen
Council Member Dembow
Council Member Pace
Council Member Stanton
Vice Mayor Thomasson

Absent: 1 - Council Member Moore

Mayor Bien-Willner adjourned the meeting at 7:15 PM.

TOWN OF PARADISE VALLEY

SUBMITTED BY:

Duncan Miller, Town Clerk

STATE OF ARIZONA)
 :SS.
COUNTY OF MARICOPA)

CERTIFICATION

I, Duncan Miller, Town Clerk of the Town of Paradise Valley, Arizona hereby certify that the following is a full, true, and correct copy of the minutes of the regular meeting of the Paradise Valley Town Council held on Thursday, June 9, 2022.

I further certify that said Municipal Corporation is duly organized and existing. The meeting was properly called and held and that a quorum was present.

Duncan Miller, Town Clerk



Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Action Report

File #: 22-261



**TOWN COUNCIL MEETING
6401 E. LINCOLN DRIVE
PARADISE VALLEY, ARIZONA 85253
MINUTES
Tuesday, August 16, 2022**

1. CALL TO ORDER / ROLL CALL

Mayor Bien-Willner called to order the Town Council Special Meeting for Tuesday, August 16, 2022 at 4:00 PM in the Town Hall Boardroom and Zoom Conference.

COUNCIL MEMBERS PRESENT

Mayor Jerry Bien-Willner
Vice Mayor Julie Pace attended by video conference
Council Member Ellen Andeen attended by video conference
Council Member Paul Dembow attended by video conference
Council Member Scott Moore attended by video conference
Council Member Mark Stanton attended by video conference
Council Member Anna Thomasson attended by video conference

STAFF MEMBERS PRESENT

Town Manager Jill Keimach
Town Attorney Andrew McGuire attended by video conference
Town Clerk Duncan Miller

2. ACTION ITEMS

22-256 Discussion and Possible Action to Suspend Section VII of the Town Council Rules of Procedure Regarding Remote Attendance at Council Meetings

A motion was made by Council Member Dembow, seconded by Council Member Andeen, to suspend the provision in Section VII of the Town Council Rules and Procedures prohibiting more than three Council Members from attending a Council meeting remotely via audio/video conference. The motion carried by the following vote:

Aye: 7 - Mayor Bien-Willner
Council Member Andeen
Council Member Dembow
Council Member Moore
Council Member Pace
Council Member Stanton
Vice Mayor Thomasson

Note: Minutes of Town Council meetings are prepared in accordance with the provisions of Arizona Revised Statutes. These minutes are intended to be an accurate reflection of action taken and direction given by the Town Council and are not verbatim transcripts. Video recordings of the meetings along with staff reports and presentations are available online and are on file in the Office of the Town Clerk. Persons with disabilities who experience difficulties accessing this information may request accommodation by calling 480-948-7411 (voice) or 480-348-1811 (TDD).

**22-255 Discussion and Possible Action Regarding Adoption of Resolution
Number 2022-20; Approving the Canvass of Election for the Primary
Election Held on August 2, 2022**

Town Clerk Duncan Miller presented the results of the 2022 Primary Election held on August 2, 2022. He stated that 5,254 valid ballots were cast equaling a 49.59%% voter turnout. Jerry Bien-Willner was elected Mayor and Anna Thomasson, Ellen Andeen, and Christine Labelle were elected to the Town Council.

There was no discussion and no public comment.

A motion was made by Council Member Stanton, seconded by Council Member Dembow, to adopt Resolution 2022-20. The motion carried by the following vote:

Aye: 7 - Mayor Bien-Willner
Council Member Andeen
Council Member Dembow
Council Member Moore
Council Member Pace
Council Member Stanton
Vice Mayor Thomasson

3. ADJOURN

A motion was made by Council Member Andeen, seconded by Council Member Dembow, to adjourn. The motion carried by the following vote:

Aye: 7 - Mayor Bien-Willner
Council Member Andeen
Council Member Dembow
Council Member Moore
Council Member Pace
Council Member Stanton
Vice Mayor Thomasson

Mayor Bien-Willner adjourned the meeting at 4:20 PM.

TOWN OF PARADISE VALLEY

SUBMITTED BY:

Duncan Miller, Town Clerk

STATE OF ARIZONA)
 :ss.
COUNTY OF MARICOPA)

CERTIFICATION

I, Duncan Miller, Town Clerk of the Town of Paradise Valley, Arizona hereby certify that the following is a full, true, and correct copy of the minutes of the regular meeting of the Paradise Valley Town Council held on Tuesday, August 16, 2022.

I further certify that said Municipal Corporation is duly organized and existing. The meeting was properly called and held and that a quorum was present.

Duncan Miller, Town Clerk



Action Report

File #: 22-243

AGENDA TITLE:

Discussion and Possible Action to Approve an Agreement with Motorola Solutions, Inc Authorizing the Purchase of Police Radios

RECOMMENDATION:

Authorize the Town Manager to execute an agreement with Motorola Solutions, Inc for the purchase of 11 police vehicle radios and 19 portable radios in the amount of \$215,774.48.

STAFF CONTACT:

TOWN *Of* **PARADISE VALLEY**



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill Keimach, Town Manager
Peter Wingert, Chief of Police
Freeman Carney, Commander

DATE: September 8, 2022

DEPARTMENT: Police Department
Freeman Carney, 480 948-7410

AGENDA TITLE:

Discussion and Possible Action to Approve an Agreement with Motorola Solutions, Inc Authorizing the Purchase of Police Radios

RECOMMENDATION:

Authorize the Town Manager to execute an agreement with Motorola Solutions, Inc for the purchase of 11 police vehicle radios and 19 portable radios in the amount of \$215,774.48.

SUMMARY STATEMENT:

Police radios have a seven-to-ten-year life cycle and were purchased during FY 10-11. The Department's existing police vehicle radios are ten (10) years old and were discontinued by the manufacturer in 2017. Our police portable radios are seven (7) years old and will no longer be serviceable after 2023.

The end of support set for our current vehicle radios is December 2023. Ten police vehicle radios were replaced as part of a two-year project in FY 21-22. The project's second year will be used to purchase the remaining eleven radios during the FY 22-23 regular budget. The staff desires to move forward with purchasing and replacing of this equipment. This purchase will provide eleven of the 21 Town marked and unmarked vehicles with new radios. This purchase completes the two-year mobile vehicle radio project.

The end of support for our current portable radios is December 2023. The first year of the portable radio project will be used to purchase 19 radios during FY 22-23. The remaining 19 will be budgeted during the FY 23-24 budget cycle.

Police radios are used by the officers regularly. This equipment is an officer's primary method of communication with dispatch and other officers.

TOWN *Of* **PARADISE VALLEY**



STAFF REPORT

BUDGETARY IMPACT:

Based on preliminary budget numbers, the police department budgeted \$95,000 to replace police mobile radios during FY 22-23. Motorola's costs have increased slightly, and with taxes, the final cost of the eleven police mobile radios in FY 22-23 will be \$97,796.20.

The police department budgeted \$123,500 to replace police portable radios during FY 22-23. Motorola has provided a quote of \$117,978.28 for 19 portable radios.

Based on preliminary numbers, the police department budgeted \$218,500 to replace police department radios during FY 22-23. The total cost to replace the police radios will be \$215,774.48 during FY 22-23.

ATTACHMENT(S):

- A. Staff Report
- B. Motorola Project outline
- C. Motorola Quote 19 portable radios
- D. Motorola Quote 11 mobile radios
- E. Procurement form
- F. Linking agreement



PROPOSED PROJECT

Proposed Project Name: PVPD Police Radio Project

Business Problem:

Police radios have a seven-to-ten-year life cycle and were purchased during FY 10-11. The Department's existing police vehicle radios are ten (10) years old and were discontinued by the manufacturer in 2017. Our police portable radios are seven (7) years old and will no longer be serviceable after 2023.

Goal / Objectives:

- Update the remaining patrol fleet with new mobile radios to complete the 2-year project
- Update the police officer's portable radios
- Ability to incorporate new P25 GPS location technology in the future
- Support is extended for newer equipment

Project Description:

Aside from the vehicle itself, the radio is a crucial piece of mobile equipment used daily. The radio is one of the direct lifelines that the officers and detectives have in the field to each other and the Paradise Valley Police Communications Center.

Radios are also programmed with several Interoperability channels in the event multiple agencies are working together on an incident and our backup frequency in the event our main channel is inoperable. Continued support and functionality are paramount for this piece of equipment.

Motorola is the only logical provider as the State of Arizona has a contract in place that provides equipment at discounted rates to agencies across the state for Communications Equipment and Services. Also, the Paradise Valley Police Department currently utilizes a Motorola radio system and holds an annual service contract with Motorola.

Ten police vehicle mobile radios were replaced as part of a two-year project in FY 21-22. The project's second year will be used to purchase the remaining eleven mobile radios during FY 22-23. The staff desires to move forward with purchasing and replacing this equipment. This purchase will provide the remaining 11 police vehicles with new radios and will complete the two-year mobile vehicle radio project.

The end of support for our current portable radios is December 2023. The first year of the portable radio project will be used to purchase 19 radios during FY 22-23. The remaining 19 will be budgeted during the FY 23-24 budget cycle.

Police radios are used by the officers regularly. This equipment is an officer's primary method of communication with dispatch and other officers.

A 3-year essential service plan will cover the radios and then be rolled into the annual service contract that we currently hold.

Stakeholders identified in the project include Command Staff, Communications, Patrol, and Detectives.

Justification/Benefits: Why should/must the project be started now? List reasons

1. End of support for current mobile radios is fast approaching.
2. Ability to utilize the new technology of P25 GPS Tracking which can be integrated with the mapping tools for Dispatch for more accurate locations of officers in patrol units.
3. Updated and reliable equipment to keep the officers safe.

Funding Sources:

Town Council have approved a budgeted expenditure of up to \$95,000.00 for the mobile radio units and \$123,500 for the portable radio refresh.

The police department budgeted a total of \$218,500 to replace mobile and portable police department radios during FY 22-23. The total cost to replace the police radios will be \$215,774.48 during FY 22-23.

The remaining 19 portable radios will be budgeted in FY 23-24 at approximately \$117,978.28.

Funding: 10-64-869 PD

Strategic Plan Alignment:

Town: FY 22-23 approved \$218,500.

Other: PD Goal #4: Incorporate tech into the department

PROJECT COSTS						
Costs (k)	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Mobile radios hardware & programing	\$97,796.20	\$0				\$97,796.20
Portable radios hardware & programing	117,978.28	117,978.28				\$235,956.56
Total	215,774.48	117,978.28				\$333,752.76


LIFECYCLE COSTS	
Assumption:	10 years
Estimated:	Mobile radios have a lifecycle of approximately ten (10) years. The yearly costs are included in the annual maintenance contract with Motorola. As the expense of the radios is significant, the radios will be divided in half and purchased in FY22-23 and FY23-24. Each radio comes with a 3-year essential service package. After the 3-year service has expired, our current annual service contract will continue to provide technical support as well as repairs and returns.

PROJECT TIMELINE	
Duration:	2 years (Anticipated Completion by January 2024)
Resources:	11 vehicles remaining that need the mobile refresh in FY 22-23. 19 portable radios will be refreshed during FY 22-23 and the remaining 19 will be refreshed during FY 23-24 budget cycle.

PROJECT RISKS	
1. Potential down time of mobile radios and portable radios during the transition. 2. Unknown hardware costs after ten (10) years.	
Consequences of Not Performing Project:	
1. No further support on current mobile radios provided after December 2023. 2. Officer safety issues.	
What criteria should halt this project for review?	
1. If it becomes over budget by 10% 2. 20% delay measured in work days from the project schedule	

ROLES					
Organization	Project Mgmt.	Sponsor / Owner	User/ Client	M&O Support	Stakeholder
<i>Chief of Police</i>		X	X		X
<i>PD Commander Support Services</i>			X		X
<i>PD Commander Operations</i>			X		X
<i>PD Detectives</i>			X		X
<i>PD Patrol Officers</i>			X		X
<i>3rd Parties</i>				X	

Approvals

NAME	ROLE	SIGNATURE	DATE
Pete Wingert	Chief of Police		08/24/2022

Billing Address:
PARADISE VALLEY, TOWN OF
6401 E LINCOLN DR
PARADISE VALLEY, AZ 85253
US

Quote Date:01/12/2022
Expiration Date:10/09/2022
Quote Created By:
Suzanne Millard
Suzy.Millard@
motorolasolutions.com

End Customer:
PARADISE VALLEY, TOWN OF
Heather Beckwith
hbeckwith@paradisevalleyaz.gov
+1.480.348.3543

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	19	\$3,595.00	\$2,624.35	\$49,862.65
1a	Q361AR	ADD: P25 9600 BAUD TRUNKING	19	\$330.00	\$240.90	\$4,577.10
1b	QA00580AC	ADD: TDMA OPERATION	19	\$495.00	\$361.35	\$6,865.65
1c	Q887AU	ADD: 5Y ESSENTIAL SERVICE	19	\$227.00	\$227.00	\$4,313.00
1d	Q498AY	ENH: ASTRO 25 OTAR W/ MULTIKEY	19	\$814.00	\$594.22	\$11,290.18
1e	H38BT	ADD: SMARTZONE OPERATION	19	\$1,320.00	\$963.60	\$18,308.40
1f	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	19	\$567.00	\$413.91	\$7,864.29
1g	Q629AK	ENH: AES ENCRYPTION AND ADP	19	\$523.00	\$381.79	\$7,254.01
2	LSV00Q00202A	DEVICE PROGRAMMING	19	\$75.00	\$75.00	\$1,425.00
3	Incentive	Trade-in of 19 Radios Expiration Date: 11/03/2022	1	-\$3,325.00	-\$3,325.00	-\$3,325.00
Subtotal						\$108,435.28



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Estimated Tax

\$9,543.00

Grand Total

\$117,978.28(USD)**Notes:**

- SUBJECT TO TERMS AND CONDITIONS PER STATE OF AZ CONTRACT CTR046830



Billing Address:
PARADISE VALLEY, TOWN OF
6401 E LINCOLN DR
PARADISE VALLEY, AZ 85253
US

Quote Date: 11/03/2021
Expiration Date: 10/07/2022
Quote Created By:
Suzanne Millard
Suzy.Millard@
motorolasolutions.com

End Customer:
PARADISE VALLEY, TOWN OF
Heather Beckwith
hbeckwith@paradisevalleyaz.gov
+1.480.348.3543

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
APX™ 8500						
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	11	\$5,667.00	\$4,136.91	\$45,506.01
1a	GA00580AA	ADD: TDMA OPERATION	11	\$495.00	\$361.35	\$3,974.85
1b	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	11	\$105.00	\$76.65	\$843.15
1c	G51AT	ENH: SMARTZONE	11	\$1,650.00	\$1,204.50	\$13,249.50
1d	G78AT	ENH: 3 YEAR ESSENTIAL SVC	11	\$176.00	\$176.00	\$1,936.00
1e	GA05509AA	DEL: DELETE UHF BAND	11	-\$800.00	-\$584.00	-\$6,424.00
1f	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	11	\$0.00	\$0.00	\$0.00
1g	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	11	\$814.00	\$594.22	\$6,536.42
1h	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	11	\$66.00	\$48.18	\$529.98
1i	G843AH	ADD: AES ENCRYPTION AND ADP	11	\$523.00	\$381.79	\$4,199.69
1j	G444AH	ADD: APX CONTROL HEAD SOFTWARE	11	\$0.00	\$0.00	\$0.00
1k	G67EH	ADD: REMOTE MOUNT E5 MP	11	\$327.00	\$238.71	\$2,625.81



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1l	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	11	\$0.00	\$0.00	\$0.00
1m	G806BL	ENH: ASTRO DIGITAL CAI OP APX	11	\$567.00	\$413.91	\$4,553.01
1n	GA01670AA	ADD: APX E5 CONTROL HEAD	11	\$717.00	\$523.41	\$5,757.51
1o	W22BA	ADD: STD PALM MICROPHONE APX	11	\$79.00	\$57.67	\$634.37
1p	G361AH	ENH: P25 TRUNKING SOFTWARE APX	11	\$330.00	\$240.90	\$2,649.90
2	LSV00Q00202A	DEVICE PROGRAMMING	11	\$75.00	\$75.00	\$825.00
3	LSV00Q00203A	DEVICE INSTALLATION	11	\$525.00	\$525.00	\$5,775.00
4	Trade-In	Trade-In of 11 Radios Expiration Date: 10/07/2022	1	-\$2,750.00	-\$2,750.00	-\$2,750.00
Subtotal						\$90,422.20

Estimated Tax

\$7,374.00

Grand Total
\$97,796.20(USD)

Notes:

- Please include the following on all PO's:
NET 30
SUBJECT TO TERMS AND CONDITIONS PER STATE OF AZ CONTRACT CTR046830



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



PROCUREMENT FORM

For Procurement Review – Please route Form to Procurement Coordinator

Please fill out this form completely or it will be returned to you prior to review, approval, or filing.
If a response is not applicable, please use "N/A" – Do Not Leave Blanks.

Date Submitted for Review: _____

PROCUREMENT PROCESS – NOTE: IGAs, Easements, Lease/Property Acquisition and Development Agreements do not require Procurement Review. However, they must still be seen by Legal Services. All Contracts must be reviewed and signed off by Legal Services, then the Town Manager prior to going to Council.

Contract Type (check one):

☐ Construction

☐ Change Order/
Modification

☐ Contract

☐ On-Call Contract

☐ Amendment

☐ Blanket PO

Other _____

IDENTIFYING INFORMATION: (Please fill in each field)

Requesting Department: _____

Requesting Employee Name: _____

Vendor Name: _____

Vendor Address: _____

Vendor Phone & E-Mail: _____

Brief Summary of the Services to be provided:

Terms:

Start Date: _____ Expiration Date: _____

Contract Amount \$: _____

CONTRACT REVIEW REQUIREMENTS

Designate what method you used to arrive at this contract and whether the item is budgeted for:

Requirements:

☐ Informal (\$1-\$49,999)

☐ \$5k to \$24,999 (3 Verbal Quotes)

☐ \$25,000 to \$49,999 (3 Written Quotes)

☐ Formal - \$50k and above (Invitation to bid/ RFP/Rfq)

☐ Sole Source / Competition Impracticable - \$5k or more
(Include Competition Impracticable/SS Form)

☐ Cooperative agreement (\$5k to \$24,999)

(Must document price is fair and reasonable)

☐ Cooperative agreement (\$25k to \$49,999)

(Must document price is fair and reasonable)

☐ Cooperative agreement (\$50k and more)

☐ Direct Selection per ARS 34-103(D) (under \$500k)

Approval Levels:

☐ Specifically Budgeted

☐ Town Manager Delegated Approval (\$1 to \$24,999)

☐ Town Manager Approval (\$25k to \$99,999)

☐ Town Council Approval (\$100k and more)
(\$50k and more - CIP / Study)

☐ Not Budgeted

☐ Town Manager Approval (\$1 to \$24,999)

☐ Town Council Approval (\$25k and more)

Cooperative Agreement and Contract Number if selected: _____ GL Code: _____

Additional Funding Source? ☐ General Fund – Identify: _____ ☐ Other – Identify: _____

ADDITIONAL COMMENTS? _____

REVIEWED AND APPROVED:

☐ Initiated By/Other: _____ Date: _____

☐ Department Director: _____ Date: _____

☐ Procurement: _____ Date: _____

☐ Finance: _____ Date: _____

☐ Legal: _____ Date: 9/2/22 12:34 EDT

Date: 9/2/22 18:05 EDT



**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

MOTOROLA SOLUTIONS, INC.

POLICE MOBILE AND PORTABLE RADIOS

This Linking Agreement for Cooperative Purchase ("**Agreement**") is made and entered into on this ____ day of _____, 2022 ("**Effective Date**") by and between the Town of Paradise Valley, an Arizona municipal corporation ("**Town**"), and Motorola Solutions, Inc., a Delaware corporation authorized to do business in Arizona ("**Contractor**") (each individually a "**Party**," or together as the "**Parties**").

RECITALS

A. On October 9, 2019, after a competitive procurement process, the State of Arizona entered into the Public Communication Equipment and Services contract, Contract No. CTR046830, with the Contractor ("**Base Agreement**"), to purchase goods and services as described therein. A copy of the Base Agreement is attached hereto as **Exhibit A** and the terms of the Base Agreement are incorporated herein by reference, to the extent not inconsistent with this Agreement. The Base Agreement permits its cooperative use by other governmental agencies, including the Town.

B. Pursuant to A.R.S. §§ 41-2631 *et seq.* and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has the authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.

C. The Town desires supplies or services identical or nearly identical to the supplies or services the Contractor is providing other units of government under the Base Agreement, and the Contractor desires to enter into this Agreement to provide such supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the Contractor and the Town, in consideration of the foregoing Introduction and Recitals, which are incorporated herein by reference, and for the consideration hereinafter set forth, promise, covenant, and agree as follows:

1. Scope of Work; Terms, Conditions, and Specifications.

- 1.1. This is an indefinite quantity and indefinite delivery Agreement for supplies and/or services. The Town does not guarantee any minimum or maximum number of purchases. Purchases will only be made when the Town identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Contractor shall provide the specific supplies and/or services to the Town in such quantities and configurations as may be agreed upon between the Parties, in the form of a written invoice, quote, materials order, or other form of written agreement describing the supplies and/or services to be

delivered (each, an “**Order**,” collectively, the “**Scope of Work**”). Each Order shall be attached hereto as **Exhibit B** and incorporated herein by reference.

- 1.2. The Contractor agrees to comply with all the terms, conditions, and specifications of the Base Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an enforceable part of this Agreement, except to the extent superseded herein or otherwise provided in **Exhibit C**. As used in this Agreement, all references to the State of Arizona in the Base Agreement shall mean the Town of Paradise Valley, Arizona.
 - 1.3. The Contractor shall comply with all of the Town’s specific requirements and/or options, as specified in **Exhibit C** attached hereto and incorporated herein by reference. **To the extent there is any conflict between Exhibit B or C and the Base Agreement, Exhibits B and C take precedence.**
 - 1.4. The Contractor acknowledges and agrees that Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the “Unauthorized Conditions”), other than the Town’s project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any Order containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or in the Base Agreement shall not alter such terms and conditions or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If this Agreement is renewed pursuant to Subsection 3 and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.
2. Payment. Payment to the Contractor for the services and/or supplies provided shall be made in accordance with the price list and terms set forth in the Base Agreement at the rates set forth in the Orders attached as **Exhibit B**. The total compensation for the supplies and/or services purchased under this Agreement each fiscal year shall not exceed the following amounts:

Fiscal Year	Total Compensation
2022-2023	\$215,774.48
-	-

3. Contract Term and Renewal.

- 3.1. This Agreement shall be effective as of the date first set forth above, and shall remain in full force and effect until October 9, 2024, unless terminated, canceled, or extended as otherwise provided in this Agreement.
 - 3.2. The Town Manager or designee may extend the term of this Agreement consistent with the extension, if any, of the Base Agreement. Extensions are not automatic and shall only occur if the Town gives the Contractor notice of its intent to extend this Agreement.
 - 3.3. Upon the expiration of the Base Agreement, including any authorized renewals thereof, the Town may, at its option, extend this Agreement on a month-to-month basis for a maximum of six months. The purpose of such month-to-month extensions, if any, shall be to allow for the Town’s procurement processes in the selection of a vendor to provide the services or materials provided under this Agreement.
4. Certificates of Insurance. All insurance provisions of the Base Agreement shall apply, including without limitation, the requirement to name the Town, its agents, representatives, officials, volunteers, officers,

elected officials, and employees as additional insured. Prior to commencing work under this Agreement, the Contractor shall furnish the Town with Certificate(s) of Insurance and formal endorsements issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect.

5. E-verify. The Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
6. Boycott of Israel Prohibited. To the extent Title 35 is applicable to the Contract, the Contractor warrants that it is not and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.
7. Cancellation for Conflict of Interest. This Agreement may be canceled pursuant to A.R.S. § 38-511.
8. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation:

By: _____
Jill Keimach, Town Manager

MOTOROLA SOLUTIONS, INC.
a Delaware corporation:

By: Carrie Hemmen

Name: Carrie Hemmen

Title: MSSSI Vice President & Director Sales

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

MOTOROLA SOLUTIONS, INC.

PUBLIC COMMUNICATION EQUIPMENT AND SERVICES

**EXHIBIT A
BASE AGREEMENT**

(See attached: Public Communication Equipment and Services, Contract No. CTR046830, October 9, 2019)

Public Communication Equipment and Services

CTR046830

Motorola Solutions Inc.

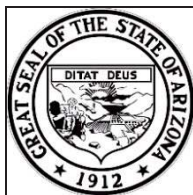
This contract is for public communication equipment and services for all State of Arizona Agencies, Boards and Commissions including members of the State of Arizona Purchasing Cooperative. The sections awarded include:

- **2-Way Radios**
- **Digital Microwave Terminals**
- **LMR Base Station Antennas, Microwave Antennas**
- **Radio Dispatch Consoles**
- **Back-up Batteries**
- **Prefab Communications Shelter**
- **Service**

Table of Content

- **Offer and Acceptance**
- **Part 2: Scope, Pricing and Terms and Conditions (Rev 2)**
- **3-C Proposed Subcontracts**
- **5-B Conformance Statement**
- **Exceptions**
- **BAFO Change Log**

The solicitation for this contract was ADSP019-00008376 and was started in ProcureAZ. The solicitation file can be found in APP under BPM001941.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 1 Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Biometric Products and Services to in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	1.	September 4, 2018							
	date	initial							
Revised Offers:	2.	<input checked="" type="checkbox"/>		3.	<input checked="" type="checkbox"/>		4.	<input checked="" type="checkbox"/>	
		date #1	initial		date #1	initial		date #1	initial
	5.	<input checked="" type="checkbox"/>		6.	<input checked="" type="checkbox"/>		7.	<input checked="" type="checkbox"/>	
		date #4	initial		date #5	initial		date #6	initial
Best and Final Offer:	8.	September 16, 2019							
	date	initial							

Motorola Solutions, Inc.

Offeror company name
2900 S. Diablo Way Ste 150
Address
Tempe, AZ 85282
City State ZIP
36-1115800
Federal tax identifier (EIN or SSN)

Signature of person authorized to sign Offer	Initials
Larry Mabry	MSSSI Vice President & Director Sales
Printed name and title	
Walter Whatley	Senior Account Executive
Contact name and title	
Walter.whatley@motorolasolutions.com	520-457-8604
Contact Email Address	Contact phone number

CERTIFICATION: By signature in the above, Offeror certifies that it:

- will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465;
- has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
- complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
- is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by number **8** at the top of this form, and which was dated **September 16, 2019** (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: **CTR046830** The effective date of the Contract is: **10-09-2019** Contract awarded: **10-09-2019**

Procurement Officer signature

Procurement Officer, James Atkins

PART 3 of the Solicitation Documents

SECTION 3-B: Offer Forms

Page 16 of 40

3

Template version 2.0 (01-FEB-2017)

Available online at: Procure.AZ.gov



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Part 2: Scope, Pricing and Terms and Conditions (Rev 2)

Table of Contents

SECTION 2-A: Scope of Work	2
1.0 Background	2
2.0 2-Way Radios	2
3.0 Digital Microwave Terminals	25
4.0 LMR Base Station Antennas, Microwave Antennas	39
5.0 Radio Dispatch Consoles	44
6.0 Generators	57
7.0 Back-up Batteries (Including Solar)	58
8.0 Prefab Communications Shelters	58
9.0 Service	59
10.0 Consultation and Third-Party Oversight	60
SECTION 2-B: Pricing Document	62
1.0 Compensation	62
2.0 Pricing	64
3.0 Funding	65
4.0 Invoicing	66
5.0 Payments	67
SECTION 2-C: Special Terms and Conditions	69
SECTION 2-D: Uniform Terms and Conditions	89



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

SECTION 2-A: Scope of Work

1.0 Background

- 1.1 The intent of this Solicitation is to provide both public communications equipment and services to support the State of Arizona's Agencies, Boards and Commissions including members of the State of Arizona Purchasing Cooperative.
- 1.2 The Solicitation shall describe the State's requirement and minimum technical specifications for the equipment and services the State wishes to purchase under the resultant contract(s).
- 1.3 This is a multi-award contract with Offeror ability to provide proposal's on one or more sections of this Scope of Work. Award will be made by Scope of Work Sub-section(s) two (2) through nine (9) independently.

2.0 2-Way Radios

- 2.1 **Analog & Digital Vehicular Mounted Mobile Radio Equipment:** Various types of vehicular-mounted mobile radio equipment for VHF, UHF, and 700/800 MHz trunked and conventional, analog and digital radio equipment
- 2.2 **Mobile Data Radio Vehicular Mounted Equipment:** UHF or 700/800 MHz mobile digital data link radios.
- 2.3 **Desk-top Analog & Digital Base Station Radio Equipment:** High-quality VHF, UHF, and 700MHz, 806-869 MHz, conventional, and 700/800 MHz trunked, multi-channel base/control stations using phase/frequency or digital modulation.
- 2.4 **Analog & Digital Personal/Portable Radio Equipment:** Various types VHF, UHF, and 700/800 MHz, conventional and trunked personal/portable radio transceivers.
- 2.5 **Analog & Digital Motorcycle Rear-mounted Radios:** 160+ channel, two-piece, VHF High-band, UHF, and 700/800 MHz, all solid-state motorcycle radio.
- 2.6 **Low Power Vehicular Repeater:** VHF, UHF, and 700/800 MHz in-vehicle mounted repeater, for attachment to the vehicle's mobile radio and extending the range of the user's portable radio.
- 2.7 **Multi Band Radios:** Mobile and portables capable of operating on more than one public safety band.
- 2.8 **Base/Mobile Relay Station Fixed Radio Equipment:** VHF High-band, UHF, 700/800 MHz continuous duty, mobile relay/base station equipment using phase, frequency, or digital modulation.
- 2.9 **Fixed Link Base Radios:** VHF, UHF, and 700/800 MHz fixed radios for site to site linking.
- 2.10 **Communications Service Monitors:** Communications Service Monitors for use in the maintenance of Arizona's Radio Communications Systems.

The following are definitions of terminology as they apply to the State's requirements as stated in this solicitation:

- **VHF (High-band):** means 150-174 MHz, additional coverage desirable but not required
- **UHF:** means 450-470 MHz, additional coverage desirable but not required.
- **700/800:** means radios capable of operation across the complete 700 and 800 MHz public safety band (769-869)



Request for Proposal

Solicitation No.
ADSP019-00008376

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Public Communications Equipment and Services

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Phoenix, AZ 85007

- **800:** means radios capable of operating on FCC designated Public Safety LMR channels above 806 MHz
 - **Narrowband:** radios meeting FCC 12.5 KHz channel widths and meeting the mask requirements of FCC Part 90.210d.
 - **FDMA:** Frequency Division Multiple Access as applies to P25 or DMR.
 - **TDMA:** Time Division Multiple Access as applies to P25 Phase II, or Open Sky.
 - **P25:** Project 25 per TIA standards AA102 et al
 - **High Tier Subscriber Equipment:** means radios designed for Public Safety applications with the highest transmitter and receiver performance specifications: Frequency Stability, Hum and Noise, Spurious Emissions, High Power; Receive Adjacent Channel Selectivity, Spurious and Intermodulation Rejection. Available features like: P25 conventional and trunking operations FDMA – TDMA, high channel / talk group count (1000+), AES / DES encryption, MultiKey, OTAR, OTAP, multiple display options, including multi-line alpha-numeric, keypad; Meets Mil Spec 810 C/D/E/F.
 - **Mid-Tier Subscriber Equipment:** means radios designed for Public Safety applications with good transmitter and receiver performance specifications: Frequency Stability, Hum and Noise, Spurious Emissions, Mid Power; Receive Adjacent Channel Selectivity, Spurious and Intermodulation Rejection. May include features like: P25 trunk and conventional operations, reduced channel / talk group count (100+), Encryption; Meets Mil Spec 810 C/D/E/F. High-Tier performance specifications apply unless otherwise listed.
 - **Low Tier Subscriber Equipment:** means radios designed for Business & Industry applications with good transmitter and receiver performance specifications for: Hum and Noise, Spurious Emissions; Receive Adjacent Channel Selectivity, Spurious and Intermodulation Rejection, Mid Power & reduced channel count; Meets Mil Spec 810 C/D/E/F.
- 2.11 Radio Standards** - The radio equipment provided by the contractor shall meet or exceed EIA, TIA, FCC, IEEE and NEMA requirements, standards, specifications, practices and/or procedures current at the time of contract award. All equipment will be FCC Type Approved for class of service specified. The measurement procedures and performance standards for land mobile radio equipment specified herein shall comply with the TIA/EIA-603 standards. Standards for equipment employing digital C4FM or CQPSK modulation shall comply with the TIA/EIA-102 standards. Where the State's specification are more stringent than those of EIA/TIA, the State's specification shall apply.
- 2.12 Transmitter Characteristics** - Transmitter shall use only solid-state active components. Synthesizing techniques of frequency generation are required for all but the Low-Tier models. Each Low-Tier unit will have a solid state sub-audible tone encoder.
- 2.12.1 Operating Frequency: The transmitter shall be factory supplied and aligned to the specific RF frequencies given in the purchase order.
- 2.12.2 Transmitter Standards: The transmitter shall meet or exceed the minimum standards as set forth in EIA/TIA Standard RS152B. Where the requirements of the State's specifications are more stringent than those of the EIA, the State's specifications shall apply. The transmitter shall comply with all FCC Rules and Regulations in effect on the date of issuance of the purchase order.
- 2.12.3 System Modulation, Narrowband:



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
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- 2.12.3 (a) High-Tier: VHF/UHF/700/800: Analog - 11K2F3E / (800 -16K0F3E); Digital - 8K11F1E, and others in compliance with FCC efficiency standards
- 2.12.3 (b) Low-Tier: VHF or UHF: +/-2.5 KHz (11K2F3E)
- 2.12.4 Audio Frequency Harmonic Distortion:
- High-Tier: All Bands: Less than 3% at 1000 Hz and 60% maximum deviation
- Low Tier: All Bands: Less than 5% at 1000 Hz and 60% maximum deviation.
- 2.12.5 Carrier Frequency Stability: Radios offered under this contract shall meet or exceed the FCC stability requirements listed under 47CFR90.213 and 47CFR90.539. High-Tier radios are expected to exceed these specifications as applicable. All units will be priced and sold meeting these specifications.
- 2.12.6 Frequency Spread: Per Band definition; with no degradation in power output.
- 2.12.7 RF Output Impedance: 50 ohms.
- 2.12.8 Time-out Circuit: The transmitter shall be equipped with an adjustable time-out timer circuit that will turn off the transmitter after continuous transmitting. An audio tone shall be provided that will alert the operator that the transmitter has been timed out. Releasing the microphone push-to-talk button shall instantly reset the timer.
- 2.12.9 Continuous Toner Encoder: The conventional (non-trunked) transmitter shall be supplied with the capability to generate up to 32 sub-audible tones to modulate the transmitter for the full duration of all transmissions. The tone generators shall be designed for continuous operation with total harmonic distortion less than 10%. The tone encoder shall conform to all standards of EIA/TIA Standard RS-220A. There shall be available twenty (20) narrow band tone channels between 100.0 and 192.8 Hz inclusive (of Groups A and B) in accordance with EIA/TIA Standard RS-220A for continuous tone-controlled squelch system.
- The frequency of the sub-audible tone generator shall be controlled by a solid-state tone network or be software based and shall be maintained within +/- 0.5% of its specified frequency over the temperature range of -30 degrees C to +60 degrees C.
- The transmitter unit shall transmit a special sub-audible tone burst upon release of the push-to-talk switch. This burst shall last 160 +/- 40 msec. and be the same frequency as the regular tone supplied for a particular channel but out of phase by 180 +/-60 degrees from the previously transmitted tone. This circuitry shall be explicitly designed for the elimination of receiver "squelch tail."
- 2.12.10 Final Amplifier Protection: The transmitter output stage shall be protected from burnout due to excessive antenna VSWR. No damage shall result when the transmitter is subjected to a short or open circuit antenna output during continuous keying for a one minute period.

2.13 Receiver Characteristics - The receiver shall be completely solid-state, utilizing only high-quality transistors, integrated circuits, diodes, and other solid-state devices. The receiver shall be rated for continuous operation. A channel scanning feature with selectable priority may be listed as a separate option.

- 2.13.1 Operating Frequency: Per the band definitions.
- 2.13.2 Receiver Standards: The receiver shall meet or exceed the "minimum standards" as set forth in EIA/TIA Standard RS204C. Where the requirements of the State's specification are more stringent than those of the EIA/TIA, the State's specifications shall apply.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Definitions, standards, and methods of measurements shall conform to EIA/TIA Standard RS204C, unless specifically described otherwise.

2.13.2 (a) EIA 12 dB SINAD Sensitivity:

- High-Tier: All Bands: 0.25 microvolt or better, Analog
- Mid-Tier: All Bands: 0.3 microvolt or better, Analog
- Low-Tier: All Bands: 0.35 microvolt or better, Analog

2.13.2 (b) RF Input Impedence: 50 ohms

- 2.13.3 Squelch Circuitry: The conventional analog (non-trunked) receiver shall be supplied with carrier squelch and tone-coded squelch capability for a minimum of 32 CTCSS tone frequencies. The tone frequencies will be specified in the State purchase order. Tone decode circuitry shall be the sub-audible CTCSS type as described in EIA/TIA Standard RS-220A and shall meet all specifications of RS-220A.

There shall be two modes of operation, to be selected at the will of the operator. These are:

- Carrier squelch operation - The receiver squelch opens for any sufficiently strong on-frequency RF carrier; and
- Tone-coded squelch and carrier squelch operation- The receiver is muted until the incoming on-frequency RF carrier is modulated by the proper continuous sub-audible tone and the on frequency RF carrier is sufficiently strong to break squelch as determined by the carrier squelch adjustment control. This "and" squelch condition shall remain continuous for the duration of carrier reception. Selection of the mode of operation shall be made by manual switch control.

- 2.13.4 Carrier Actuated Squelch Circuit: The carrier actuated squelch shall be of the adjustable sensitivity type with a continuously variable control. The squelch circuit shall be designed to not respond to noise bursts.

- 2.13.5 Tone Actuated Squelch Circuits: The tone actuated squelch circuit shall conform to all standards of EIA/TIA Standard RS-220A. Continuous presence of the proper modulating tone shall be required to keep the squelch open when in the carrier squelch and tone-coded squelch mode of operation.

2.13.6 Tone Squelch Characteristics:

- Tone deviation shall not exceed 10% of the peak system deviation. A tone signal 3% removed from the frequency of the proper tone shall not operate the squelch circuit, regardless of the level recovered at the discriminator.
- The tone modulation shall be filtered from the voice signal such that with tone deviation set at 20% of the peak system deviation, the tone fundamental frequency shall be at least 30 dB below the level of a 1000 Hz tone transmitted at 2/3 rated system deviation with the receiver adjusted for maximum rated audio output.
- The tone squelch circuit shall respond by squelching the receiver within 160 +/-40 msec. of a tone burst 180 +/-60 degrees out of phase with the previous tone. This circuitry shall be explicitly designed to eliminate receiver "squelch tail."

2.14 Transceiver Unit Specifications:

- 2.14.1 Antenna Switching. Antenna switching must be accomplished by a hermetically sealed relay switch or some other reliable mechanical or electrical means.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
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Phoenix, AZ 85007

- 2.14.2 Environmental Standards. All equipment provided under this specification shall be tested to, and conform to, the requirements of Mil Std. 810C/D/E for shock, vibration, humidity, dust, salt, fog, and other weather conditions.

2.15 Trunking Operation Option:

- 2.15.1 High Tier: Trunked radio options will be considered. Any such analog trunked radio shall meet the same technical RF specifications as the conventional model. Analog trunked radios shall conform to APCO 16 protocols. Digitally trunked radios should be of the same model line as the conventional radio, and shall be fully compatible with the P25 TIA/EIA Phase I Standard for FDMA, or the TDMA P25 Phase II or Open Sky Public Safety Trunking.
- 2.15.2 Low Tier: Trunked radio options will be considered. Any such trunked radio shall meet the same technical RF specifications as the conventional model.
- 2.15.3 Auxiliary Test Equipment: Associated test equipment such as plug-in service meters, computer interface cables/boxes, and test bench control set-ups may be offered. Any designated service meter should be compatible with the transceiver metering socket(s) and have scale calibrations consistent with the readings called for in the service manual. The test-bench control set-up shall include the proper style control heads, speaker, microphone, metering panel, and interconnecting cabling at least 6 feet in length. A price shall be included for an optional frequency programmer and software.

2.16 ANALOG & DIGITAL VEHICULAR MOUNTED MOBILE RADIO EQUIPMENT

2.16.1 Model Specifications

- 2.16.1 (a) **High-Tier, Mid-Tier:** The following specification describes various types of vehicular-mounted mobile radio equipment. These radios may be either one-piece (dash mount) or two-piece (remote mount). These radios are: VHF High-band, UHF and 700/800 MHz radios capable of analog conventional and trunked; and digital conventional and trunked radio operation.
- 2.16.1 (b) **Low-Tier:** The following specification describes various types of vehicular-mounted mobile radio equipment; High-band VHF, UHF, and 800 MHz. These radios may be either one-piece (dash mount) or two-piece (remote mount).

2.17 Electrical Specifications:

The equipment shall be designed to operate from a nominal 12 volt negative ground vehicle electrical system. Adequate overload and reverse polarity protection shall be provided. Control circuits shall be arranged so that the vehicle ignition switch will disable both the transmitter and receiver when in the OFF position, but allow operation when in the ACCESSORY position.

2.18 Transmitter Characteristics:

The transmitter shall be of modern solid-state design.

- 2.18.1 **Carrier Power Output Rating: (all minimum intermittent power at 20% duty cycle)**
- 2.18.2 **High Tier VHF:** 40 watts or, 50-110 watts, adjustable UHF: 40 watts or 50-100 watts, adjustable 700-800 MHz Trunked: 10-30 Watts
- 2.18.3 **Low-Tier VHF:** 25 Watts minimum, adjustable UHF: 25 Watts minimum, adjustable 700-800 MHz: 15 Watts minimum, adjustable.
- 2.18.4 Conducted and Radiated Spurious Emission Attenuation:



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

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2.18.5 **High-Tier** -75 dB or greater

2.18.6 **Mid-Tier** -70 dB or greater

2.18.7 **Low Tier** -55 dB or greater

2.18.8 **Audio Frequency Harmonic Distortion:**

2.18.8 (a) High-Tier - All Bands: Less than 3% at 1000 Hz and 60% maximum deviation

2.18.8 (b) Low Tier - All Bands: Less than 5% at 1000 Hz and 60% maximum deviation

2.18.9 **FM Hum and Noise Attenuation:**

2.18.9 (a) **High-Tier** -40 dB (12.5 KHz)

2.18.9 (b) **Low Tier** -35 dB (12.5 KHz)

2.19 Receiver Standards

The receiver shall meet or exceed the "minimum standards" as set forth in EIA/TIA Standard RS-204C. Where the requirements of the State's specification are more stringent than those of the EIA/TIA, the State's specifications shall apply. Definitions, standards, and methods of measurements shall conform to EIA/TIA Standard RS-204C, unless specifically described otherwise.

2.19.1 **Adjacent Channel Selectivity Desensitization**

2.19.1 (a) High-Tier -70 dB or better (12.5 KHz)

2.19.1 (b) Mid-Tier -65dB or better (12.5 KHz)

2.19.1 (c) Low-Tier -60 dB or better (12.5 KHz)

2.19.2 **Spurious Response Attenuation:**

2.19.2 (a) High-Tier -80 dB, or better (12.5 kHz)

2.19.2 (b) Low-Tier -70 dB, or better (12.5 kHz)

2.19.3 **Intermodulation Spurious Attenuation:**

2.19.3 (a) High-Tier -80 dB, or better (12.5 kHz)

2.19.3 (b) Low-Tier -70 dB, or better (12.5 kHz)

2.19.4 **Audio Power Output:**

2.19.4 (a) High-Tier 10 watts minimum, 3% maximum distortion

2.19.4 (b) Low-Tier 7.5 watts minimum, 5% max. dist., external speaker

2.20 Transceiver Unit Specifications:

2.20.1 **Power Requirements.** The unit shall draw less than 1.0 amp of current with the receiver and transmitter in a quiescent "ON" condition. The transmitter/receiver shall be a complete integral unit with all previously specified items, including AF or RF power amplifier built internally into the transceiver unit.

2.20.2 **Physical Construction**

- The complete transmitter and receiver combination shall be mounted in a single housing.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- The housing shall be furnished in enamel or lacquer over a non-ferrous plating of A-N standard chrome type metal primer or equal.
- The housing shall be of steel or equivalent construction and not louvered, to inhibit the entrance of dust and other foreign matter. A locking device shall be used to prevent the unit from being removed from its mounting by unauthorized personnel.
- All interconnection cabling between the transmitter, receiver, and power supply shall be accomplished internally in the equipment housing. With exception of the power, control, and antenna cabling, there shall be no external connections or cabling on the equipment housing.
- All frequency determining elements in the transmitter and receiver shall have a locking or clamping device to ensure permanent connection during operation.
- The maximum transmitter/receiver dimensions shall not exceed 2.5" x H x 7.0" W x 13.0" L. All but the High-Tier Model must weigh less than 8.5 lbs. The complete mobile unit shall be capable of normal operation when mounted in any physical position.

2.20.3 **Interconnecting Cables.** All cables and wires shall be furnished to interconnect the radio set with its accessories and the vehicle's electrical system. Cables shall be insulated, waterproofed and equipped with appropriate connectors. All plug-in connectors shall be of the heavy-duty type and shall be provided with threaded coupling rings or other substantial fool proof locking devices to prevent accidental disconnect.

2.21 **Supplied Components:** The vendor shall supply all necessary components such as cased permanent magnet type loud speaker, combination transmitter/receiver, separate control head, a palm-type microphone, all ROMS, necessary control, power and cables, and all required mounting hardware as part of the Low-Tier transceiver package.

2.21.1 Microphone and Control Head

- A palm-type dynamic low impedance microphone with preamplifier and spring clip shall be supplied with each mobile unit. The microphone shall be ruggedly constructed to withstand the severe usage of mobile operations and shall have a push-to-talk switch mounted on the microphone housing. The microphone shall be provided with a nominal 4 ft. length self-retracting coil type cord. A separate matching control head (not part of the microphone) including all controls required for operation of the transmitter/receiver equipment shall be furnished as part of the equipment.
- The control head for a 2-piece control unit shall be capable of mounting on the vehicle dash or floorboard and a suitable inter-cabling kit shall be provided to interconnect the control head and the transmitter/receiver equipment. The control cable to be supplied shall be at least 20 feet in length and shall not have any intermediate junction boxes or barrier strips.
- The control head shall incorporate as a minimum:
 1. An ON and OFF switch.
 2. An indicator lamp to indicate that the radio is on.
 3. A squelch sensitivity control.
 4. Tone squelch disable switch, which may be located on the microphone hang-up brackets.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

5. A volume control button or knob. (Clockwise Volume increase)
 6. A red light that illuminates when the transmitter push-to-talk switch is activated.
 7. Channel (Talk Group) selection control switch or knob.
 8. Scan switch with channel priority select.
 9. **(High-Tier/ Mid-Tier Requirement only)** A LCD alphanumeric readout display for channel information.
- All indicator lights shall be LED or LCD, or some other proven long-life illumination device (30,000 hour average life or better for High-Tier, 10,000 hour average life or better for all other models). All background lighting shall be diffused and non-glaring, with intensity sufficient for high ambient daytime lighting.
 - The alphanumeric display control head shall be factory preprogrammed to the customer's channel labeling requirements. Radio frequency channeling shall also be preprogrammed at the factory.

2.21.2 **Loud Speaker.**

A heavy-duty permanent magnet loud speaker rated for a minimum of 10 watts and mounted in a heavy metal or high impact plastic case with mounting brackets shall be provided.

2.21.3 **Power Cable.**

One battery cable (hot) of at least 22 feet in length shall be supplied with each unit.

2.22 **Optional Accessories:**

The following accessories to the mobile unit are desired:

- **(High-Tier, Mid-Tier,)** Digital voice encryption, including AES and DES.
- **(High-Tier, Mid-Tier, Low-Tier)** Digitally controlled remote control head with alpha/numeric readout.
- **(High-Tier, Mid-Tier, or Low-Tier)** Analog or digital voice encryption, DTMF tone generator from microphone.

2.23 **Servicing:**

Transmitter/receiver equipment shall be readily removable from the mount for routine servicing. There shall be provisions for convenient metering of all essential transmitter and receiver circuits from multi-pin metering socket(s). All metering points shall be properly decoupled and connected to the metering socket(s). Provision for automated test set radio analysis is acceptable. All circuit modules shall be easily accessible plug-in printed circuit type fiberglass boards. Easy access shall be provided to all other portions of the unit.

2.24 **MOBILE, DATA RADIO, VEHICULAR MOUNTED EQUIPMENT**

This specification describes the minimum requirements for a UHF or 700/800 MHz mobile digital data link radio. The radio shall operate on a 25 KHz bandwidth channel at various data speeds from 19.2 Kb/sec to 44.3 Kb/sec, or 9.6 Kb/sec to 22 Kb/sec on a 12.5 KHz channel, or greater, depending upon signal conditions and BER conditions. Diversity receiver technology is encouraged, but not mandatory. Specifications shall meet voice radio specification unless otherwise listed.

2.24.1 **Transmitter Characteristics:**



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

2.24.1 (a) Operating Frequency. The transmitter shall be capable of operating on at least 16 separate conventional frequencies. The transmitter shall be factory supplied and aligned to the specific RF frequencies given in the purchase order.

Carrier Power Output Rating: (all minimum intermittent power at 20% duty cycle)

UHF: 10-40 Watts

800 MHz: 10-35 Watts

900 MHz: 10-25 Watts

• **System Modulation:**

UHF/800 MHz: Digital (8K6DF1D, 15K3F1D, 15K0F1D, 15K6F1D)

• **Conducted and Radiated Spurious Emission Attenuation:**

UHF/800 MHz: -75 dBc

• **Harmonic Emission Attenuation:**

UHF/800 MHz: -80 dB

• **FM Hum and Noise Attenuation:**

UHF/800 MHz: -40 dB below 60% max deviation

2.25 Receiver Characteristics:

2.25.1 **Operating Frequency**

The receivers shall be capable of receiving on a minimum of 16 channels at UHF 450 MHz, and at 800 MHz.

2.25.2 **Receiver Standards:**

• **EIA 12 dB SINAD Sensitivity:**

All Bands: 0.35 microvolts

• **Adjacent Channel Selectivity Desensitization:**

UHF/800/900 MHz: 65 dB (12.5 KHz narrowband digital)

UHF/800 MHz: 75 dB (wideband 25 KHz)

• **Spurious Response Attenuation:**

UHF: -80 dB

800/900 MHz: -80 dB

• **Intermodulation Spurious Attenuation:**

UHF/800 MHz: -75 dB

• **Frequency Stability:**

UHF/800/900 MHz: 1.5 ppm

2.26 DESK-TOP ANALOG & DIGITAL BASE STATION RADIO EQUIPMENT:

This specification describes low and mid power radios, for desktop or wall mount, for use either as a local base or as a control station for a repeater or trunked network.

2.26.1 This device has an integrated housing with the AC power supply and the radio.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 2.26.2 An option for this class is a remote line interface.
- 2.26.3 Offerings shall meet the corresponding mobile radio applications.

2.27 ANALOG & DIGITAL PERSONAL /PORTABLE RADIO EQUIPMENT

2.27.1 Model Specifications

2.27.1 (a) High-Tier

This specification describes various types VHF, UHF, and 700-800 MHz, narrow band, conventional and trunked personal/portable radio transceivers.

Specifications for battery charging units and jerk-and-run mobile radio converter consoles are also included.

2.27.1 (b) Mid-Tier

This specification describes various types VHF, UHF, and 700/800 MHz analog, digital, conventional and trunked personal/portable radio transceivers.

2.27.1 (c) Low-Tier

This specification describes various types VHF, UHF, and 800 MHz analog conventional and trunked personal/portable radio transceivers

2.28 Transmitter Standards

Definitions, standards, and methods of measurement shall conform to EIA Standard RS-316B, unless otherwise noted.

2.28.1 (a) Carrier Power Output

- High-Tier

VHF: 5 watts minimum

800 MHz: 3 watts minimum

- Low-Tier

2 watts minimum

2.28.1 (b) Spurious and Harmonic Emission

- High-Tier -75 dBc
- Low-Tier -60 dBc

2.28.1 (c) FM Hum and Noise

- High-Tier -40 dB or better (12.5 kHz)
- Low-Tier -35 dB or better (12.5 kHz)

2.28.1 (d) Transmit Audio Distortion

- High-Tier Less than 3%
- Low-Tier Less than 5%

2.29 Receiver Characteristics



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 2.29.1 Adjacent Channel Selectivity
 - High-Tier -61 dB or better (12.5 kHz)
 - Low-Tier -50 dB or better (12.5 kHz)
- 2.29.2 Intermodulation
 - High-Tier -75 dB or better (12.5 kHz)
 - Low-Tier -60 dB or better (12.5 kHz)
- 2.29.3 Spurious and Image Rejection
 - High-Tier -75 dB or better (12.5 kHz)
 - Low-Tier -60 dB or better (12.5 kHz)
- 2.29.4 Audio Power Output
 - High-Tier 500 mw at less than 3% distortion
 - Low-Tier 500 mw at less than 5% distortion

2.30 General Electric and Mechanical Characteristics:

2.30.1 Components Included:

The vendor shall supply all necessary components, such as transceiver, battery, and flexible antenna.

The radio shall effectively have the following exterior controls: Power on/off, volume, channel selector, and push-to-talk switch. The radio shall be supplied with an integral microphone and loud-speaker. The push-to-talk switch shall be located on the side of the transceiver so it may be conveniently depressed while speaking into the microphone.

2.30.2 Programming:

- Each unit under this section except for the Low-Tier model shall be completely Field programmable. All channel information such as transmit and receive RF frequencies; CTCSS tone frequencies, and anything else which would be functionally tied to the channel selector of the radio, shall be fully field programmable and reprogrammable utilizing a single programming unit.
- Field Programmer - Each Vendor shall provide as an option, a field programming unit which is designed to fully program the channel personality of each radio under this section. The programmer may either be a self-contained programming unit, or the programmer may consist of an interface unit and software to convert a personal computer to a field programmer.

2.31 Battery Cycle

The rechargeable battery supplied with each radio shall have the capacity to provide at least 8 hours of service when used in a 5% transmit, 5% receive, 90% standby duty cycle.

2.32 Battery Chargers

- 2.32.1 **High-Tier:** Single and multiple (minimum 5 unit) battery chargers shall be available and priced separately on the price pages. The chargers shall recharge a completely discharged battery within 3 hours; thereafter a low (trickle) charge rate shall be available.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

The chargers shall be UL approved and operate from a 120-volt A.C., 60 Hz power source. Protection shall be provided to prevent battery damage by over-charging or over-heating.

- 2.32.2 **Low-Tier:** A single unit battery charger shall be available and priced separately on the price pages. The charger shall recharge a completely discharged battery within 14 hours; thereafter a low (trickle) charge rate shall be available. The charger shall be UL approved and operate from a 120-volt A.C., 60 Hz power source. Protection shall be provided to prevent battery damage by over-charging or over-heating.

2.33 **Mobile Radio Converter Console and Charger (High-Tier Model Only):**

- 2.33.1 **Availability:** There should be available, as an extra option, a mobile charger/converter console. The charger/converter console shall conform to the following criteria:
1. The vehicular chargers shall accept both VHF, UHF, 700/800 portables.
 2. Circuitry shall be incorporated in the charger which will prevent over charging the battery if it is left on charge indefinitely.
 3. The unit shall completely recharge either low or high capacity batteries in three hours or less.
 4. A temperature sensing logic circuit shall be provided that prevents charging a battery that is too hot or cold for reliable safe charging.
 5. When the portable is in the vehicular charger, the battery shall be electrically disconnected and the portable shall be powered from the vehicle battery. Operation of the portable in the charger shall not drain or prevent the portable battery from charging. It shall be possible to use the portable in the charger even if its battery is dead.
 6. Audio power amplifier and charger circuitry shall be turned on by insertion of the portable in the charger and turned off by removal of the portable from the charger.
 7. The charger/converter shall provide the vehicle enclosure for the radio and shall provide for the following items:
 - Connects the radio to the external antenna.
 - Connects the radio to the vehicle microphone.
 - Connects the radio to the vehicle audio amplifier and speaker.
 - Connects the radio to the charging circuit.
- 2.33.2 A key locking assembly shall be furnished to provide for locking the radio in the charger unit. The charger/converter mounting shall meet applicable federal safety standards for automotive accessories. A red LED "Transmit" indicator.
- 2.33.3 Accessories - Each charger/converter shall include the following accessories: •
Microphone with coiled cord and connector.
- A 12 watt amplifier and speaker.
 - Mounting brackets and hardware to mount the charger and its accessories.
 - If a special calibrator is required to adjust the chargers, one shall be furnished.
 - Special 12 watt speaker volume control or pad. Each 12 watt speaker amplifier, or the vehicle charger, shall incorporate a variable pad or volume control to allow for



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

presetting the portable volume control to a normal listening level, and then when the portable is inserted into the vehicular charger, the volume level will be correct for vehicular use without further adjustment.

- 2.33.4 **Power Requirements:** The charger/converter shall be designed to operate from a normal 12 volt negative ground automotive electrical system. The reference voltage shall be established at 13.6 volts DC.
- 2.33.5 **Mechanical Adjustment:** The vehicular charger shall be mechanically adjusted by the factory before delivery and shall not require further adjustment by the buyer prior to being placed into service. All mechanical adjustments shall have locking devices to ensure their continued alignment during operation. Proper operation of the vehicular charger includes the unit's ability to lock in and release the portable radio in a smooth and easy manner without binding. All electrical functions of the unit shall be operational with the portable radio properly locked in. The pins contacting the portable radio shall be a heavy-duty type, capable of withstanding multitudinous insertions and removals of the radio from the charger.

2.34 ANALOG & DIGITAL MOTORCYCLE REAR-MOUNT RADIO:

This specification describes low and mid power radios, for motorcycle use. Offerings shall meet the corresponding mobile radio applications.

2.34.1 Installation:

The radio unit shall be designed for two-piece rear fender/handlebar control head mounting on Kawasaki, Honda, BMW, or Harley Davidson motorcycles, and shall meet Federal safety requirements.

2.34.2 Interconnecting Cables:

- 2.34.2 (a) All cables and wires shall be furnished to connect the unit to its associated control head and to interconnect the mobile unit with its accessories and the vehicle electrical system. Cables shall be well insulated, waterproofed and equipped with appropriate connectors.
- 2.34.2 (b) Connectors shall have a screw fastener to mechanically secure the connectors.

2.34.3 Control Panel:

The control panel shall be functional, attractive and include all facilities for operating the radio. Controls shall include on-off switch, volume control and squelch disable switch, a red light indicator for transmitter operating, a frequency selection switch for multifrequency requirements, an alpha/numeric channel indicator display, and a Priority Scan enable switch. The control panel shall be weather proof.

2.34.4 Microphone:

- 2.34.4 (a) A military palm-type, noise-canceling microphone shall be supplied as part of the equipment. The microphone shall be a dynamic or magnetic type, and shall include a convenient push-to-talk button for transmitter control. Option helmet (head set) microphones are encouraged to be listed.
- 2.34.4 (b) The microphone cord shall be a retractable type, with conductors of tinned metallic stranded wire not smaller than AWG size 30. The microphone cord



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

shall be terminated with a separate screw-on male connector or telephone type modular connector, for mating with the receptacle supplied on the radio.

2.34.5 **Optional Weatherproof Housing:**

- 2.34.5 (a) Housing shall provide a weatherproof seal to the elements and shall be capable of preventing unauthorized access to the radio by some type of key lock mechanism. Housing should also be capable of supporting an antenna mount.
- 2.34.5 (b) Weatherproof Housing shall be included as a purchase option of the radio.

2.34.6 **Power Supply:**

- 2.34.6 (a) The power supply shall be designed to operate from a normal 12 volt negative ground motorcycle electrical system. The reference voltage shall be established at 13.6 VDC. DC input to the radio shall be adequately filtered to exclude all alternator noise.
- 2.34.6 (b) The power supply, and associated transmitter and receiver, shall be designed so that no degradation shall result (except for a 3 dB loss in transmitter power) in the receiver audio output, squelch sensitivity and SINAD sensitivity if the power supply voltage is varied +/-10% from 13.6 VDC.
- 2.34.6 (c) The power supply, transmitter, and receiver shall be adequately protected by replaceable type fuses or circuit breakers.

2.35 **FIXED LINK BASE RADIOS**

The following items are system specifications and shall be determined on a per channel basis, as appropriate, for two link transceivers and associated equipment.

2.35.1 **Power Requirements**

Each low power transceiver shall operate from a negative ground +12.6 volt supply. The transmitter current drain shall be adjustable to less than 1.0 amps when transmitting (at reduced power). The complete transceiver shall operate in an idle condition with a current draw of:

- 2.35.1 (a) Category 1- Less than 150 ma.
- 2.35.1 (b) Category 2- Greater than 150 ma., but less than 800 ma

2.35.2 **Environmental**

The transceivers shall operate and meet the specifications herein set forth over an ambient temperature range of 0 to +50 degrees Celsius, with a maximum humidity of 95% at altitudes from sea level to 10,000 feet. The equipment shall remain operational over an ambient temperature range of -20 to +55 degrees Celsius.

2.36 **Duplexer, BP & BP/BR**

The vendor shall list an optional duplexer. A duplexer, pre-tuned to the frequencies specified in the purchase order, shall be available with each link transceiver. It shall be included as a separate priced unit for each transceiver package. Both Pass and Band Pass / Band Reject duplexers should be offered.

- Insertion Loss shall be 1.5 dB maximum



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- Connectors - Type N Female

2.36.1 **Option A** - UHF Option shall satisfy the following requirements

- Transmitter Noise Suppression an Receive Frequency / 75 dB
- Receiver isolation at Transmitter Frequency / 75 dB

2.36.2 **Option B** - 700-800 MHz Option shall satisfy the following requirements

- Transmitter Noise Suppression an Receive Frequency / 65 dB
- Receiver isolation at Transmitter Frequency / 65 dB

2.37 Re-Radiation Loss

The vendor shall list an optional isolator with no more than 0.5 dB total insertion loss and shall be capable of dissipating at least 10 watt of reflected power. Re-radiation of intermodulation products shall be no greater than -50 dBm from the duplexer antenna port when a spurious signal within the duplexer's pass band arrives at that port at 0 dBm (EMR model numbers 7540/2 / 7640/2 or equal). It shall be included as part of each transceiver package as a separate unit.

2.38 Common Circuitry

The transceiver shall be made with removable modular card construction and fit in a standard 19-inch rack mount. The transceiver shall have interfacing circuitry that provides a common point for external control (PTT, COR, power, and 600 Ohm audio connections) to the transmitter and receiver.

2.39 Audio Requirements

The transceiver shall have a 600 ohm balanced 4-wire audio interface. Transmitter and Receiver audio levels shall be adjustable from 16 to +1 dBm. The overall frequency response of the link (end to end) shall exceed a 3002 grade line with type C2 conditioning and be capable of passing industry standard function tones.

2.40 Physical Size/Form Factor

The physical size of the transceiver shall be such that it will fit in a 19-inch equipment rack (width) while not occupying more than 4 rack units (7 inches) vertically. The unit's depth shall not exceed 15 inches. The transceiver should be modular with individual modules plugging into the backplane via a card edge connector.

2.41 Transmitter Characteristics

The transmitter shall meet or exceed the following minimum specifications:

2.41.1 Carrier Power Output

- Category 1 / 6 watt minimum VHF, UHF, 3W minimum 700/800 MHz.
- Category 2 / 12 watt minimum VHF, UHF, 700/800 MHz

2.41.2 Spurious and Harmonic Emission Attenuation / 70 dB below carrier

2.41.3 Audio Frequency Total Harmonic Distortion / 5% maximum

2.41.4 Key-Up Time to Full Output / 40 milliseconds, maximum

2.42 Receiver Characteristics

2.42.1 Spurious Response Rejection (Attenuation) / 90 dB Minimum



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 2.42.2 Intermodulation Spurious Rejection (Attenuation) / 75 dB Minimum
- 2.42.3 Adjacent Channel Selectivity / - 45dB (12.5KHz)
- 2.42.4 Audio Output / -16 dBm to +1 dBm (600 Ohms).
- 2.42.5 Buffered discriminator output
- 2.42.6 External Mute - The receiver shall have an external mute input which while actively prevent any audio signal from passing through the 600 Ohm receive output port.

2.43 LOW POWER VEHICULAR REPEATERS EQUIPMENT

This specification describes VHF, UHF, and 700/800 MHz in-vehicle mounted repeater, for attachment to the vehicle's mobile radio and used to extending the range of the user's portable radio.

2.44 MULTI-BAND RADIOS

This section describes radios capable of operating in multiple public safety radio bands. For the purposes of this contract the 700 MHz and 800 MHz bands are considered a single band. Specifically, these radios are capable of operating in any two or more of the VHF, UHF, or the 700/800 MHz bands. Otherwise specifications are controlled by the class and tier of the offered product.

2.45 ANALOG & DIGITAL BASE/MOBILE RELAY STATION FIXED RADIO EQUIPMENT

Model Specifications

2.45.1 Basic Operations

The following specification describes, VHF High-band, UHF, 700 MHz, and 800 MHz continuous duty, mobile relay/base station equipment using phase, frequency, or digital modulation. Must be FCC type accepted to meet the modulation mask described in FCC Part 90.210.d. Trunked stations must meet the APCO 16, P25, or Open Sky system requirements. All 700 MHz stations shall be capable of P25 operation. Stations shall be capable of the following three modes of operation:

- Mode 1 - The station operates as a mobile relay only
- Mode 2 - The station operates as a tone and/or E&M remote controlled base station and mobile relay
- Mode 3 - The station operates as a tone and/or E&M remote controlled simplex or duplex base station

Digitally trunked base/repeaters shall be of the same model line as the conventional radios.

2.46 Electrical Specification:

The equipment shall be designed to operate from a primary power source of 117 volts AC, 60 Hz. Adequate overload protection shall be provided. All power supplies shall use only high-quality, long-life, solid-state components as active devices. The equipment shall also be capable of operating from an external DC power source.

2.47 Transmitter Characteristics:

- 2.47.1 The transmitter shall use solid-state components throughout. The use of vacuum tubes in any stage is not acceptable.
- 2.47.2 Each station offered shall be capable of normal, continuous duty operation.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

2.47.3 The transmitter shall be supplied for single frequency operation at any frequency within the VHF, UHF, 700 MHz (745-805 MHz) or 806-869 MHz bands. An alternate option for two or more frequency stations shall also be an option. The transmitter shall be factory aligned to the frequency specified in the purchase order.

2.47.4 Transmitter Standards:

- Carrier Power Output Rating:
High-Tier 40-100 watts, continuous duty.
- Conducted and Radiated Spurious Emissions:
High-Tier / -85 dB (12.5 kHz)
Mid-Tier / -70 dB (12.5 kHz)
- Audio Frequency Harmonic Distortion:
High-Tier / All Bands: 2% Max.
Mid-Tier / 3% maximum
- FM Hum and Noise Level: High-Tier / -45 dB (12.5 kHz)
Mid-Tier / -34 dB (12.5 kHz)

2.47.5 **Reradiated Loss:**

Re-radiation of intermodulation products shall be at least -50 dBm VHF (-30dBm) all other bands) from the transmitter antenna port or at the external isolator output port (if provided) when a spurious signal arrives at the port at 0 dBm. Any isolators used to accomplish this, shall be capable of dissipating at least 50 watts of

2.48 Receiver Characteristics:

The receiver shall be completely solid-state, utilizing only high-quality, long-life, solid-state components as active devices. The receiver shall be rated for continuous operation.

2.48.1 **Receiver General Characteristics:**

- Adjacent Channel Selectivity: High-Tier / -75 dB at 12.5 KHz
Mid-Tier / -60 dB at 12.5 KHz
- Spurious Response Attenuation: High-Tier / -95 dB at 12.5 KHz
Mid-Tier / -70 dB at 12.5 KHz
- Intermodulation Spurious Attenuation:
High-Tier / -80 dB at 12.5 KHz
Mid-Tier / -70 dB at 12.5 KHz

2.48.2 **Carrier Operated Relay:**

A carrier operated relay (COR) shall be provided. Upon receipt of an on-frequency RF carrier signal and the required squelch activating sub-audible tone, this relay shall provide closure of a pair of normally open dry relay contacts.

2.48.3 **Mobile Relay Operation:**



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

The receiver repeat audio shall be connected to the transmitter modulator input through a gain control to permit independent adjustment of transmitter modulation level. The repeat level shall be independent of line input/output levels. A carrier control timer shall be provided. This will limit the duration of any continuous mobile relay transmission to a pre-selected interval of from 30 seconds to 5 minutes.

2.49 Station Control and Operation:

2.49.1 Station Audio Control:

The station shall be designed to accept two-line, 4-wire audio; 0 dB in/0 dB out.

2.49.2 Tone Control Scheme:

The base station shall be controlled by in-band tones for the remote controlled transmit function and the repeater enable/disable function.

2.49.2 (a) Transmit Tone Control:

- Transmit tone control shall be by tone intervals of the following sequence:
A = Guard Tone (2175 Hz) for 125 msec. nominal
B = Transmit Tone (1950 Hz; 10 dB down from (A) for 40 msec. nominal
C = Low Level Guard Tone (2175 Hz for the duration of the message; 30 dB down from A)
- The "B" function tone shall activate the transmit function of a single frequency base station with the "C" tone continuing throughout the message.
- The station decoders shall not respond (false) to voice peaks up to test tone levels or noise up to -10 dBm.
- The tone decoder overload (talk-down level for voice peaks shall be greater than the test tone level; the overload level for noise shall be such that overload does not occur with levels as high as 10 dB below test tone.

2.49.2 (b) Tone Squelch Disable:

The receiver sub-audible tone squelch unit shall be disabled by the short tone sequence indicated below:

A= Guard Tone (2175 Hz) for 125 msec. nominal

B= CTCSS Disable Tone (2050 Hz); 10 dB down from (A) for 40 msec. nominal

2.49.3 Repeater Enable/Disable Function:

The mobile function of the station shall be enabled and disabled by the tone sequence indicated below:

A= Guard Tone (2175 Hz) for 125 msec. is nominal

B= Function Tones (10 dB down from A, 1550 Hz for enable, 1440 Hz for disable) for 40 msec. nominal



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

2.49.4 **E&M / DC Control**

The station shall provide a contact point, which when grounded, will key the station and allow the transmission of line audio. When the station is keyed by grounding the contact point, the remote control function shall have priority over the repeater function. Also, tone remote keying shall have priority over DC contact keying.

2.49.5 **Microphone and Speaker**

A palm-type microphone with push-to-talk switch and hang-up bracket shall be supplied with each unit for local control. A permanent magnet loud speaker with volume control shall also be supplied. The volume to the monitoring speaker shall be independent of the transmitter repeat and line output levels. The local PTT and microphone audio functions shall override repeater or line PTT and audio.

2.50 **Optional Duplexer:**

For the UHF & 800 MHz stations only, an optional duplexer, pre-tuned to the frequencies specified in the purchase order, shall be considered separately. It shall be capable of being mounted horizontally in a standard 19" rack. Models determined to meet the requirements of this section include the EMR 65534/ENC, SBC-2 for UHF, and the Celwave PD898 for 800 MHz, or approved equivalents. Because of random Tx/Rx frequency splits, VHF duplexing equipment is not a requirement of this RFP.

- 2.50.1 Frequency Separation: UHF MHz: 5 MHz minimum
700 MHz: 30 MHz minimum
800 MHz: 45 MHz minimum
- 2.50.2 Maximum Power Input: (Continuous duty) / 100 Watts
- 2.50.3 Insertion Loss:
UHF: at 5.0MHz Separation: 1.0dB Max.
700 MHz: at 30 MHz Separation: 1.0 dB Max.
800 MHz: at 45 MHz Separation: 1.0 dB Max.
- 2.50.4 Transmitter Noise Suppression at Receive Frequency:
UHF: : 75 dB minimum
700/800 MHz: 65 dB minimum
- 2.50.5 Receiver Isolation at Transmit Frequency:
UHF: : 75 dB minimum
700/800 MHz: 65 dB minimum
- 2.50.6 Maximum VSWR: 1.5:1 or less; both bands
- 2.50.7 Connectors: Type N Female or 7/16 DIN

2.51 **General Electrical and Mechanical Characteristics:**

- 2.51.1 Basic Components:



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- The radio equipment shall be installed in a standard, indoor cabinet enclosure, or an optional heavy-duty, aluminum, 19-inch, open relay rack of a nominal 90-inch height, meeting EIA Standard RS310C (Harris -Dracon 46055-005 or approved equivalent). All station chassis shall be mounted near the middle of the rack. The maximum height of the mobile relay/base station equipment shall be 37 inches.
- All RF input/output connectors on major station assemblies shall be Type N, BNC, or TNC, or some other approved locking RF connector.

2.51.2 Special Tools:

One complete set of any specialized hand tools shall be provided with each base/mobile relay station ordered. Tools shall include all necessary tuning tools, cables, card and/or module extenders, etc., to locate defective parts, trace equipment malfunctions, and perform routine maintenance.

2.51.3 Service Meters:

Panel mounted meters with associated selector switches or similar means may be optional with all units to measure all transmitter and receiver circuits essential to tuning and servicing. Such meters or fixtures shall be separately priced. If a computer interface is required for routine maintenance, the software shall be provided.

2.51.4 Wiring:

Wiring shall be color coded or marked in an acceptable manner for ease of maintenance. All inter-chassis wiring shall be clamped, laced or tied to prevent undue mechanical strain on connectors and terminals. When subjected to an open flame, hot soldering iron, or short circuit, the wire used in this equipment shall not support combustion for more than five seconds after the heat source is removed.

2.52 COMMUNICATION SERVICE MONITORS

These specifications describe a Communications Service Monitors for use in the maintenance of public safety land mobile radio communications system. These systems will be primarily conventional narrowband FM, conventional P25, trunked P25 or Astro 25 systems.

2.52.1 Physical Construction:

The complete monitor, including any and all modules, shall be contained in the mainframe. All switches, controls, inputs and outputs normally used during operation should be accessible from the front of the instrument. The mainframe cabinet shall be provided with a cover to protect the controls and oscilloscope from damage. The monitor shall operate over a temperature range of 0 to 40 degrees Celsius and weigh less than 35 pounds, including all plug-in modules and batteries.

2.52.2 Electrical Specifications:

The monitor shall be all solid-state. The monitor shall be capable of accepting operating power from one of two sources. No internal modifications or adjustments shall be required by the operator to change from one power source to another.

2.52.2 (a) A.C. Power / 120 VAC, 60 Hz; the unit shall be supplied with a 6-foot grounding power cord.

2.52.2 (b) D.C. Power / 12 VDC to 15 VDC; the unit shall be supplied with the required connector to supply D.C. power to the monitor for specific classifications.

2.52.3 Service Monitor Operating Sections:



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

The following functions shall be provided by the monitor, as defined by instrument class:

- R.F. Signal Generator
- R.F. Receiver
- Duplex R.F. Signal Generator
- General Purpose Oscilloscope
- R.F. Spectrum Analyzer
- Tracking Generator
- High Stability Oscillator (0.01 ppm - 0.1 ppm)
- Frequency Counter
- Power Meter
- Audio Generator
- Distortion Meter
- General Purpose Oscilloscope

2.52.4 Signal Generator - Signal output(s) shall be provided to allow servicing and alignment of FM communications receivers.

2.52.5 Frequency Generation - Continuous from 1 MHz to 1000 MHz .

2.52.6 Output Level - 0.1 microvolt to 20 millivolts

2.52.7 Output Level Accuracy: ± 2 Db

2.52.8 Time Base Aging and Stability: 1.0 PPM/year after the first month

2.52.9 Frequency Step Resolution: 10 Hz or better

2.52.10 Modulation: AM & FM

2.52.11 Audio Generator: 1 KHz fixed, & variable frequency tone

2.53 Receiver Monitor/Display:

The receiver/monitor shall display demodulated signals on the LCD display/meter and allow audible monitoring via a self-contained speaker.

2.53.1 Frequency Range & Accuracy: Same as for Signal Generator

2.53.2 Input Sensitivity: 2 microvolt maximum for 10 dB SINAD

2.53.3 Input Impedance: 50 ohm, nominal

2.53.4 Deviation Measurement Range: ± 2.0 KHz to ± 10 KHz peak for full scale display

2.53.5 Deviation Measurement Accuracy: $\pm 5\%$

2.53.6 Demodulated Output Distortion: $< 10\%$

2.53.7 Frequency Meter Error Resolution: 1 Hz/10 sec. gate time

2.54 Oscilloscope

The receiver LCD display should be made available for use as a general purpose oscilloscope to 50 KHz or 500 KHz, depending upon classification/model.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

2.55 Spectrum Analyzer

- 2.55.1 Frequency Range: 400 KHz to 1000 MHz
- 2.55.2 Dynamic Range: -90 dBm to -30 dBm
- 2.55.3 Display Range: >70 dB calibrated in dBm
- 2.55.4 Horizontal Display Calibration: Shall have selectable per-division sweep calibration.
- 2.55.5 Calibration: A reference signal should be available from the instrument to be used for level calibration.

2.56 Duplex RF Signal Generator

- 2.56.1 Offset Frequency Range: +/- 10 KHz to +/- 45 MHz
- 2.56.2 Output Level: >100 microvolt

2.57 Accessories

The monitor shall be provided with a whip antenna designed to make off-the-air measurements, an output cable assembly, and a service manual.

2.58 Operational Considerations

It is the intent of these specifications to buy a dependable communications service monitor to service government-owned communications equipment. The monitor must be ruggedly constructed to withstand severe vibration and shock encountered during travel to remote transmitter sites.

The instrument will be used daily and must be a reliable standard under the specified extremes of temperature and other conditions experienced during routine service procedures. The monitor shall be portable and completely self-contained. The service monitor shall be so constructed and labeled for easy use. Protection should be provided to minimize damage to the instrument by an inadvertent keying of a transmitter into the generator output(s). The generator's output(s) shall withstand a minimum of 100 watts for up to 30 seconds.

2.59 Configurations

Three configurations of monitors shall be proposed separately, depending upon option level and vendor product line. These shall include the following:

- 2.59.1 Maximum Feature Test Set with Extended Range Duplex Signal Generator (no offset limit within 1-1000 MHz range), Spectrum Analyzer with full span (1-1000 MHz) sweep, Tracking Generator, High Stability Oscillator, & Computer control interface. Must list options required to meet specifications. It requires P25 digital trunking, Smartnet trunking capability. Options may include extended RF range, automatic test and tuning software, additional digital modes including LTE, BER testing (List all trunking modes and other additional options as offered by vendor.)
- 2.59.2 Full Feature Portable Service Monitor with Duplex Signal Generator (1000 MHz), Spectrum Analyzer (1000 MHz), Tracking Generator (1000 MHz), and High Stability Oscillator (0.5 ppm), with internal Battery Power (List trunking and other additional options as offered by vendor). Units determined to meet the intent of this specification include the Freedom 8000 series and Aeroflex 8800 series.

2.60 GENERAL SPECIFICATIONS:

- 2.60.1 Non-Proprietary Specifications



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 2.60.1 (a) These specifications describe electronic radio equipment to be used in various Arizona State, VHF High-band, UHF 450 MHz and 700- 800 MHz (Conventional and Trunked) radio communications systems. This document will describe separately, the requirements for fifteen (15) different classes of electronic equipment.
- 2.60.1 (b) Only the VHF (150-174 MHz) model in all radio lines will be evaluated on technical specifications. If a VHF conventional product qualifies for an award in a product line, then the vendor may add their conventional UHF Band, and qualification of a conventional 800 MHz product will allow a 700 MHz product in the same radio line to be added to the contract, providing the discount percentage is the same as for the VHF or 800 MHz model.
- 2.60.1 (c) The specifications do not include any proprietary items, components, circuits, or devices which would preclude any communications equipment manufacturer from producing equipment to meet these specifications. All technical tolerances, ratings, power outputs, or any technically specified criteria contained within these specifications are considered to be within the current state of the art and are currently being met by commercially available electronic equipment. The fact that a manufacturer chooses not to produce equipment to meet these specifications is not sufficient cause to adjudge these specifications as restrictive.

2.61 CONTRACTOR SUPPORT (Installation and Maintenance):

2.61.1 Instruction Books, User Guide and Product Literature

The contractor will make available the following equipment documentation to purchasers in any quantity specified by the purchaser over and above the quantity required to be included with the unit price. Manuals will accompany the equipment at time of delivery or may be delivered prior to equipment delivery.

- **OPERATORS MANUAL** One (1) operators manual will be furnished with each equipment unit. This manual will provide an operational description of the equipment and all other pertinent operational details. This manual must include illustrations or photographs displaying the location and details of the various devices and controls. This manual will be a volume separate from all other manuals.
- **INSTALLATION MANUAL** the installation manual will consist of printed and illustrated sections that describe the mechanical, electrical and electronic details of assembly sufficient to assure proper operation at completion. This manual may be a section of the service manual. Installation manuals **will be included** with each lot of purchase for example: a) one (1) manual for each base/repeater unit b) one (1) manual for each of the mobile or portable radio units, up to a maximum of ten (10) manuals for each lot of mobile or portable radios. The purchaser will specify additional manuals required with each purchase.
- **SERVICE MANUAL** The service manual must contain circuit descriptions in verbal and illustrative form which are concise and all inclusive. Sections of the manual will include theory of operation to the component level, parts lists, troubleshooting flow diagrams and charts, instructions for alignment programming, adjustment and/or setup, schematics with normal operating voltages, plus wiring, interface, interconnection and printed circuit layout and assembly diagrams. Also included will be a list of maintenance and test equipment required for equipment maintenance prescribing make, model, description, manufacturer and alternatives. Service



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

manuals will be included with each lot of purchase in the same manner as described above for the installation manual. The purchaser will specify additional manuals required with each purchase.

2.61.2 Warrantee (additional requirements):

It Contractors shall warrantee all equipment for one (1) year following the equipment's Acceptance.

2.61.3 Parts Support:

All equipment covered by these specifications and any resultant contracts will have a minimum service life of seven (7) years from date of delivery to the purchaser and the contractor will guarantee replacement parts stocking by the contractor and/or authorized distributor for this service life period.

2.62 WORKMANSHIP

All the various types of equipment supplied under this Contract shall be of the latest, most improved model, past the development state and in factory production. Such equipment shall have a satisfactory production performance record as evidenced by product literature supplied by the Contractor and as determined by the State. Equipment without performance data will be subject to a technical evaluation for acceptability. If requested, Contractor shall supply a sample unit to the State within ten (10) days of the request. The sample unit will be returned within sixty (60) days. Components used in the equipment shall be only those specified in Contractor's equipment literature. Contractor shall provide a name and telephone number list of users/agencies that have purchased and installed the proposed equipment for the State's use during the evaluation process.

2.63 PROGRAMMING

Each model of radio shall have a Radio Programming Device available if one is required to program the radio. This software shall be for the highest level and revision of software available, including all maintenance software. The vendor shall agree that purchase of a single software package constitutes a "user" license per-site and may make necessary copies for internal use as required at a site. The vendor shall also offer at a reasonable additional cost, a "system" license for use at up to 10 agency service shops.

3.0 Digital Microwave Terminals

- 3.1.1 Offer(s) shall be the manufacturer or distributors of the products requested and specified;
- 3.1.2 Standards and specifications from the following shall be used unless otherwise specified;
- 3.1.3 Federal Communications Commission (FCC) Title 47 Parts 2, 15, and 101 as applicable;
- 3.1.4 Bellcore Technical References;
- 3.1.5 International Telecommunications Union – Telecommunications Standardization Sector (ITU-T), formerly know as CCITT;
- 3.1.6 International Telecommunications Union Radio Communication Sector (ITU-R), formerly known as CCIR;
- 3.1.7 Institute of Electrical and Electronic Engineers (IEEE);
- 3.1.8 MIL-HDBK-217, Reliability Prediction of Electronic Equipment;
- 3.1.9 Underwriters laboratory (UL);



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 3.1.10 American National Standards Institute (ANSI);
- 3.1.11 Electronic Industries Association (EIA);
- 3.1.12 Telecommunications Industries Association (TIA);
- 3.1.13 In case of conflicting requirements of standards, they apply in the sequence in which they are listed above. The complete apparatus shall also comply with the applicable codes, laws, and regulations of all governmental agencies having jurisdiction.

3.2 General Requirements

- 3.2.1 Equipment to be furnished complete:
 - 3.2.1 (a) When requested a fully functional assembly with standard industry interfaces for the signal payload, power connections, alarm I/O connections and any required data or service channel interfaces. All other accessories would be priced separately in the vendors catalogs at a discount off listed price and in as much as these materials may be provided by the purchaser or already exist.
 - 3.2.1 (b) Equipment supplied under this contract shall be new and provided with the latest hardware and software revisions currently being shipped. The Contractor shall notify the Purchaser when any hardware or software revision is incompatible with previously shipped equipment. The Contractor shall identify the incompatibility and shall provide a method to resolve the incompatibility.
 - 3.2.1 (c) Equipment supplied under this contract shall be standard production, identified by model numbers as listed in supplier's catalogs and price pages. All equipment supplied under this contract shall be in full production status. Equipment still in testing phases shall not be accepted.
- 3.2.2 Instruction Manuals - A complete, comprehensive set of instructions, block diagrams, and operating manuals shall be furnished for each piece of equipment supplied. Manuals shall be provided in the form of printed copy and available on CD Rom at no cost. The intent is for documentation at a level sufficient for maintenance to the lowest replaceable unit. Each instruction manuals shall contain the following as a minimum:
 - 3.2.2 (a) Complete block diagrams including information outlining method of operation, supply voltages, etc. for all equipment.
 - 3.2.2 (b) Circuit diagrams showing internal interconnect wiring of all equipment.
 - 3.2.2 (c) Complete instructions covering operation, theory of operation, and maintenance of all equipment and accessories.
 - 3.2.2 (d) Servicing manuals, instructions, and procedures shall be of sufficient detail in order to perform detailed maintenance down to the sub-assembly level.
 - 3.2.2 (e) Diagrams showing inter-equipment wiring and cabling including terminal block connections.
 - 3.2.2 (f) Normal point-to-point operating voltages, current, and power levels for test and adjustment purposes.
 - 3.2.2 (g) Detailed installation instructions.
 - 3.2.2 (h) Detailed list of all replacement spare parts.
 - 3.2.2 (i) Block and level diagrams.

3.3 As-Built Drawings



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Two sets of as-built drawings for the whole system plus one set for each site shall be supplied to the Purchaser indicating the location of the equipment, exterior equipment wiring, cabling, block and level diagrams, and any other details that are either different or omitted from the instruction books supplied. If only equipment has been ordered and not a complete system, the as-built drawings shall show the equipment interconnection details and specific frequencies for each piece of equipment.

3.4 Contractor's Guarantee

Contractor guarantees that the equipment furnished under the contract meets all of the requirements contained within this specification. Product shall meet or exceeds the manufacturers published performance specifications, as well as all equipment furnished shall fully meet all applicable Federal Communications Commission (FCC) rules and Electronic Industries Association (EIA) specifications.

3.5 Warranty Service and Maintenance Contracts

Contractor shall repair or replace without charge to the Purchaser, any equipment or part that which fails in operation during normal use within 24 months from the date of receipt of the equipment. This shall not apply to failures caused by acts of God or extraordinary circumstances beyond the control of the Contractor.

3.5.1 Contractor shall support the following:

- 3.5.1 (a) maintenance
- 3.5.1 (b) servicing
- 3.5.1 (c) removal and replacement of defective parts
- 3.5.1 (d) adjustments and measurements

3.5.2 In order to maintain the equipment supplied under this contract to the manufacturer's specifications and requirements of the FCC for a period of 2 years from the date of the receipt of the equipment. This shall be at no additional cost for those services requested for malfunctions reported during a normal working day. A normal working day is considered to be Monday through Friday, 0800 to 1700 hours, holidays excepted.

3.5.3 Contractor shall have a technician (at a fee) that has been trained and is competent to maintain the supplied equipment on 24-hour call at all times. Phone numbers and addresses shall be provided of the people to contact in an emergency. If the Purchaser elects to maintain the equipment themselves, the Contractor shall provide 24- hour call-in technical support 7 days a week. Contractor shall provide at time and expense price list for onsite maintenance services which may be purchased on an as needed basis.

3.5.4 When a malfunction is reported and service is requested, the Contractor's technician shall be able to provide technical support within 60 minutes after the Contractor or their representative was notified by the Purchaser.

3.5.5 Contractor shall provide the names of the persons who shall be the primary contact point for service, complaints, and general inquiries. Their names, addresses, and telephone numbers shall be submitted in Section 3 Personnel section.

3.5.6 Contractor shall quote when requested, charges for malfunctions reported, service requested, and maintenance performed as follows:

- 3.5.6 (a) After 1700 and before 2400 hours, Monday through Friday.
- 3.5.6 (b) After 2400 and before 0800 hours, Monday through Friday.
- 3.5.6 (c) Saturday, Sunday, and holidays.

3.5.7 Equipment or part replaced under the provisions of this warranty becomes the property of the Contractor. If the Contractor desires the defective equipment or part returned all



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

transportation charges shall be the responsibility of the Contractor. If the Contractor does not specifically request return of such replaced parts within the 30 days from date of replacement, the equipment or parts become property of the Purchaser. Contractor shall provide repair and return service for two years at no charge.

3.5.8 Replacement parts shall be regularly stocked by the Contractor and/or authorized distributor. Delay in the Purchaser's receipt of replacement parts shall not exceed ten calendar days from Contractor's or distributor's receipt of order.

3.5.9 Contractor shall guarantee deliver of emergency orders within 48 hours from receipt of order. Emergency orders shall be transported by the most expedient manner available with the transportation cost borne by the Purchaser less normal shipping cost.

3.6 Failure to Meet Requirements of Specifications

3.6.1 Should any of the inspections, tests, or operation of the equipment under service conditions show that the system or equipment does not meet the requirements of the specifications, the Purchaser shall reject the equipment and direct the Contractor to immediately furnish such new equipment or parts thereof, as may be necessary to bring it up to the requirements of the specifications.

3.6.2 Material and equipment furnished shall be subject to approval by the Purchaser(s), including engineers selected to review the products with regard to design, operation, performance and requirements of this specification. The acceptance of equipment or parts thereof shall in no way relieve the vendor of responsibility for furnishing equipment that meets this specification in all detail.

3.7 Detailed Specifications of Equipment

3.7.1 Contractor shall submit a complete description of the operation of the quoted equipment when requested. The description shall include detailed specifications, photographs, panel layouts with labeled controls, model numbers, and, in general, show all phases of the quoted equipment. These specifications must be complete and cover in detail all requirements set forth herein. Any deviation from these specifications shall be fully explained. No quote shall be considered that does not fulfill these requirements.

3.7.2 Differences may exist in physical arrangements and mechanical construction of standard products of various manufacturers. However, the requirements as stated in this section describe a state-of-the-art microwave radio system concept as related to the operation, expansion, maintenance, and requirements. Equipment offered that does not meet these requirements must have a detailed statement of where deviations exist. A description describing exactly how the equipment differs and the reasons the equipment is equivalent to the requirements of the specification.

3.8 Maintenance and Test Equipment List

3.8.1 Contractor shall if provide when requested, a list of recommended spare parts and test equipment deemed necessary to maintain the equipment.

3.9 Material and Workmanship

3.9.1 Material and workmanship shall conform as specified to the latest standardizing bodies as the IEEE, EIA, NEMA, NEC, FCC, etc. Applicable EIA standards shall be fully met, including all panel and equipment mounting rails, except as required by special circumstances. All material shall be free from defects, corrosion, and scratches.

3.10 Test Procedures

3.10.1 Test procedures shall be conducted as outlined in the EIA standards and IEEE specifications.

3.11 Identification



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 3.11.1 Operational controls and adjustments, plug-in-cards, sockets, and terminal strips shall have suitable nameplates or stamps for the identification of function or purpose. All cables, plugs, and sockets shall be marked to provide correct mating.

3.12 Servicing

- 3.12.1 Units shall be readily available for routine servicing. If module or card extenders are required for servicing, then one of each required type shall be furnished.

3.13 Factory Testing

- 3.13.1 Each unit and assembly shall undergo extensive testing prior to shipment from the factory. These tests shall encompass all aspects and functions of the equipment from the component to the unit entirety. Each delivered unit shall be accompanied by a printed record of the dynamic functional test results for that particular unit.
- 3.13.2 Equipment purchased shall be system tested at the factory prior to shipment to insure proper operation, alignment, and compatibility.
- 3.13.3 Contractor shall allow the Purchaser to witness the factory testing. The Contractor shall notify the Purchaser a minimum of 30 days prior to factory testing to allow the Purchaser to make travel arrangements. The Purchaser has the right to decline. Equipment purchased under this contract shall have a minimum service life of 10 years from the date of delivery to the Purchaser. Contractor shall maintain replacement parts for this service period. Should parts or equipment purchased becomes nonfunctional within the 10-year service life period; the Contractor shall find approved replacement equipment or new equipment to the Purchaser for the same price as the original equipment.

3.14 Training

- 3.14.1 Contractor shall provide training to the Purchaser's personnel in the operation of all of the equipment supplied under this contract. The training shall be supplied at the Contractor's training facility and shall be provided at no cost based on the amount equipment purchased as follows:
- 3.14.1 (a) 1 to 2 hops of equipment Purchaser pays full cost of training class.
 - 3.14.1 (b) 3 to 5 hops of equipment Contractor provides one seat of training at no cost.
 - 3.14.1 (c) 5 to 7 hops of equipment Contractor provides two seats of training at no cost.
 - 3.14.1 (d) 8 and above Contractor provides three seats of training at no cost plus one additional seat at no cost for every two hops above 11 hops.
- 3.14.2 In all cases, the Purchaser shall be responsible for travel, lodging, and per diem costs for the people they send to training.
- 3.14.3 Contractor shall provide technical training in the operation of all of the user equipment supplied. This training shall include:
- 3.14.3 (a) Training in the operation of the equipment and basic troubleshooting techniques. This may include basic board replacement repair where appropriate.
 - 3.14.3 (b) The Contractor shall provide factory training in the repair and maintenance of the equipment as applicable. This training shall be at the technician level and shall detail the maintenance, operation, level setting, and repair of any electronic equipment being provided.
- 3.14.4 Contractor shall set forth the cost for optional additional hours of training and for any optional or additional factory or field classes available.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 3.14.5 Contractor shall coordinate any training schedule with the Purchaser 45 days prior to starting any training. The Contractor shall provide a training compendium at that time for Purchaser approval.

3.15 System Options

- 3.15.1 Options listed below shall be provided if requested by the State. The prices for these options are to be quoted in single unit quantities. The Purchaser may order any of the following features without any requirement to order any other option. All optional equipment shall meet the requirements of this specification as applicable.
- 3.15.2 Frequency coordination services as required to comply with FCC rules and licensing instructions. This shall include services required by the FCC at the time the frequency coordination is requested. Provide the cost on a "per-hop" basis.
- 3.15.3 Field Engineering Work: Provide a quotation for optional field engineering services for the microwave paths. These services shall include but are not limited to:
- 3.15.3 (a) Path engineering, including coordinating with the frequency coordinator to determine the correct frequency band considering interference as well as the physical characteristics of the path.
 - 3.15.3 (b) Physical inspection of the sites and verification of the microwave paths.
 - 3.15.3 (c) Providing written documentation showing photographs of the sites, site drawings, and equipment installation locations.
 - 3.15.3 (d) Provide the cost on a per-hour basis.
- 3.15.4 Installation Services: A quotation for optional field installation services for the microwave equipment, antennas, waveguide, and ancillary equipment. Provide this price on an hourly basis.
- 3.15.5 No DS1 Multiplex: A deduct option shall be provided to remove the DS1 multiplex for all microwave radio equipment with channel capacities of 28 DS1s and above.
- 3.15.6 Encryption: Provide a quotation for available encryption options for the microwave equipment.

3.16 Non-Frequency Specific Requirements

- 3.16.1 Equipment is required to comply with these requirements unless specified elsewhere. These specifications apply to three (3) classes of microwave systems: TDM (DS1s/DS3s), Hybrid (supporting both TDM and Packet on their native modes), and Packet only radios.
- 3.16.2 Component Ratings: Each and every component part of the equipment shall be operated within the manufacturer's continuous commercial-duty rating under any combination of operating conditions specified. Relays and switches shall be hermetically sealed and rated for a minimum of 2 million operations.
- 3.16.3 Overload Protection: Adequate fuses, circuit breakers, or other electronic devices shall be included to protect the equipment from internal and external faults. In the event these fusing devices are employed in circuits exhibiting false operation and yet protect the equipment from a sustained overload.

3.17 Printed Circuit Connections

- 3.17.1 Panel-end cable connections are necessary to extend and interconnect the circuits to other module panels, wire cables may be used, but they shall be made with stranded wire and of sufficient gage and secured so as to equal the quality and reliability achieved from the printed circuit inter-module connections within a panel. Solid-wire cables shall not be used where cables shall be flexed.
- 3.17.2 Electrostatic Protection: The Contractor shall provide electrostatic protection device, one per unit.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 3.17.3 Electromagnetic Susceptibility and Spurious Radiation
- 3.17.4 As a minimum, the equipment shall meet or exceed the spurious radiated signal requirements of FCC Rules, Title 47, Part 15, Subpart J for Class B computing devices.
- 3.17.5 Microwave equipment supplied under this specification and contract shall be capable of operating normally when located in a rack adjacent to Part 90 LMR base stations, and not less than 3 meters from high-power TV and FM broadcast transmitters.
- 3.17.6 Equipment when all covers are installed shall operate normally if a portable radio transmitter operating at 5 watts or less in the 136 to 174 MHz band, 4 watts or less in the 450 to 470 MHz band, and 3 watts or less in the 746 to 806 / 806 to 869 MHz band, is keyed not less than 2 meters from the closest point on the equipment.
- 3.17.7 Should equipment fail to operate properly under the conditions described above in this section, the Contractor shall be responsible for making any repairs or modifications to the equipment supplied at the Contractor's expense. The Purchaser shall be responsible for making sure any non-Contractor-supplied equipment is operating within specification.

3.18 Mechanical Requirements

- 3.18.1 Indoor mounted equipment shall be supplied in EIA standard, 7-foot or 7 1/2-foot, 19-inch or 23-inch racks. These racks shall be equipped with standard 1-3/4" rack spacing and drilled and tapped for standard 12-24 NF screws. The rack shall be included in the equipment pricing.
- 3.18.2 RF units and other equipment designed to be mounted outdoors shall be capable of optionally installing the equipment indoors in a standard EIA equipment rack.
- 3.18.3 Equipment shall be supplied that shall allow for two complete RF and multiplex equipment assemblies to be mounted in the same rack space to allow for a complete hot-standby repeater or hot-standby terminal to be installed in a single rack space.
- 3.18.4 Outdoor mounted equipment shall be provided in weatherproof housing including a sun shield as an option available to reduce the amount of heating due to solar isolation.
- 3.18.5 Equipment shall not be susceptible to bit errors, false alarms, or other abnormal operation when subjected to shock and vibration normally anticipated to be received during normal maintenance actions such as pulling and removing circuit cards, replacing covers, or connecting test equipment either in the immediate rack or an adjacent rack.
- 3.18.6 Parts requiring service or maintenance must be accessible during normal operation. If covers, shields, or assemblies have to be removed for service, special tools other than a screwdriver and pliers shall not be required. The fasteners holding items that are removed during service must be a captive type, designed for frequent use. All chassis shall be designed to be physically and electrically detached conveniently from the rack for replacement or bench service. All inter-chassis and interrack cabling or wiring shall have connectors designed for rapid connection and disconnection. All cable connectors shall have cable clamps.
- 3.18.7 Wiring and cabling shall be supported such that the weight of the cable or pressure from bending is not transferred to the connector pins, wire-wrap point, or solder connection.
- 3.18.8 Any piece of equipment or contact area on the equipment that is capable of inflicting an electrical shock or causing mechanical damage to a person working on the equipment shall have protective covers and shall have appropriate warning labels.
- 3.18.9 No liquid cooling systems shall be allowed as part of this equipment.

3.19 Environmental

- 3.19.1 Indoor mounted equipment shall operate as specified under the following room ambient environmental conditions:
 - 3.19.1 (a) Operating Temperature -10 degrees C to +50 degrees C



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 3.19.1 (b) Relative Humidity 5% to 95%, non-condensing at all operating temperatures
 - 3.19.1 (c) Operating Altitude 4,000 meters
 - 3.19.2 Outdoor mounted equipment shall operate as specified under the following outside ambient environmental conditions:
 - 3.19.2 (a) Operating Temperature -30 degrees C to +55 degrees C
 - 3.19.2 (b) Relative Humidity 5% to 95%, non-condensing at all operating temperatures
 - 3.19.2 (c) Operating Altitude 4,000 meters
- 3.20 Multiplex Equipment**
 - 3.20.1 Terminal and repeater equipment shall be supplied with multiplex equipment to convert the signaling speeds and formats internal to the microwave equipment to industry standard interfaces. These interfaces may include DS0/DS1/DS3, OC3/SONET, Ethernet, and MPLS. Support of these interfaces may be by both internal and/or external hardware.
 - 3.20.2 Multiplex equipment shall be provided for the maximum capacity of the radio equipment being provided.
 - 3.20.3 Multiplex equipment shall mount in the same rack as the microwave radio equipment.
 - 3.20.4 Multiplex equipment shall report equipment and transmission alarms and shall provide an interface into the microwave radio alarm system so a single alarm interface is presented to the technician or person using the alarm system.
 - 3.20.5 Multiplexers shall be capable of performing looping back, as appropriate, on any DS-1, DS-3, or OC-3 signal levels.
 - 3.20.6 T1 digital channel banks should be offered with standard audio and data interfaces. Options that enhance the users flexibility are encouraged.
- 3.21 Alarm and Control**
 - 3.21.1 Alarms shall be available for display and metering locally as well as from any other terminal or repeater connected in the system to the same alarm and control system.
 - 3.21.2 System including multiplex shall provide alarm and control capabilities via Simple Network Management Protocol (SNMP). Any applicable private vendor MIB shall be provided to Purchaser upon request without cost to the Purchaser.
 - 3.21.3 Microwave equipment shall be equipped with front panel system status or a small handheld unit with displays and controls. A computer interface port should be provided for access to more detailed information or advanced features. However, all historical alarm events shall be available to the operator through a laptop port.
- 3.22 DC Power Requirements**
 - 3.22.1 Equipment supplied under this contract shall operate as specified with either a positive or negative ground over a voltage range from 21 to 28 VDC and 42 to 56 VDC with a 200 mV (RMS) ripple.
 - 3.22.2 Radio assembly shall contribute no more that 30 mV RMS ripple to the DC bus, assuming a 400 amp-hour (AH) battery with the system bus rating of 100 A.
 - 3.22.3 Radio rack assembly shall be equipped with a DC distribution facility including power bus, ground bus, and fuse or circuit breaker panel. This DC distribution facility shall provide main DC power for all the equipment installed in the rack. The DC distribution facility shall be equipped with an alarm system to provide an alarm contact whenever a fuse or circuit breaker has opened.
 - 3.22.4 Systems shall provide "fail-safe" operation when the input voltages are outside the required operating range above. This means the radios shall not be subjected to damage or random operation. When the voltage returns to the normal operating limits, the



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

equipment shall restore normal operation without operator or technician intervention or requiring power to be removed to "reset" the equipment.

- 3.22.5 Radio equipment configured two or more to a rack shall be individually fused. A power supply failure in one radio assembly shall not affect any other path or hop. This includes the repair or replacement of the failed unit.

3.23 Service Channel and Orderwire

- 3.23.1 Radio terminal or repeater assembly shall be equipped with a minimum of two service channels capable of the following:

3.23.1 (a) One two-wire audio channel with a 600 ohm input.

3.23.1 (b) A data channel that interfaces at the RS-232 level

- 3.23.2 Service channels shall not decrease the traffic capacity of the system.

- 3.23.3 Service channels shall automatically be switched when installed in a radio network using a protected configuration (e.g., loop protection, hot-standby).

3.24 Redundancy and Protection

- 3.24.1 Microwave equipment shall be designed for reliable operation through the use of redundant power supplies and other common equipment.

- 3.24.2 Alarm condition shall be generated any time any equipment, with the exception of diversity receive, is operating in a protection mode.

- 3.24.3 Switching times, including maximum manual switching time, for all equipment shall be stated. Maximum bit errors incurred and transmitter failure confirmation time shall also be included.

- 3.24.4 Equipment shall provide both manual and automatic error free switching, receive only (and does not apply to 18 and 23GHz).

- 3.24.5 Complete or partial failure of the protection control or switching shall not render the microwave link inoperable. Any failure of the protection control or switching equipment shall generate a major alarm.

- 3.24.6 Equipment shall be designed so that protection circuits and units not in service can be tested and repaired without affecting the online system operation.

- 3.24.7 Amplitude of the digital output signal shall not change more than 2 dB as a result of a transmitter protection switching action.

- 3.24.8 If both receivers in a hot-standby configuration indicated a received signal level of less than the threshold, the protection circuits shall cause a reverse channel signal to be transmitted to command the standby transmitter to switch on at the far end. This requirement only applies to 6GHz, and 11GHz systems.

3.25 Space Diversity

- 3.25.1 Equipment supplied with space diversity receive capability shall provide errorless switching between the transition from one receiver to the other.

3.26 Adaptive Equalization

- 3.26.1 Adaptive equalization shall be included in all radio receivers. The dispersive fade margin shall be greater than or equal to:

3.26.1 (a) 60 dB for radios operating at DS-3 rates and below

3.26.1 (b) 46 dB for radios operating at 2 DS-3 rates and above

3.26.1 (c) 39 dB for radios operating at OC3-3 rates and above

3.26.1 (d) 50 dB for radios operating 18GHz

3.26.1 (e) 40 dB for radios operating 23GHz



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 3.26.2 If Co-Channel Cross-Polarization Interference Correction (XPIC) Equalization is offered, the Contractor should so indicate.

3.27 **General Radio Digital Performance**

This section describes the general performance requirements for bit error rates. Reframe time and frame-lost seconds (FLS). A frame-lost second (FLS) is defined as a 1 second interval during which an out-of-frame condition exists or when the BER is 1×10^{-3} or less. No FLS seconds shall be recorded in any consecutive 7-day test period when there are no radio fading effects. The recovery time of the radio from out-of-frame and out-of-synchronization conditions to reframed and resynchronized conditions shall nominally be 0.25 second or less. No more than 5 percent of the recovery times shall exceed 0.5 second. The maximum recovery time shall be 2 seconds or less. The reframe time (search time plus time to establish frame alignment) shall not exceed 7 ms for the level 2 (DS-2 with additional overhead bits) to the DS-1 stage of multiplexing.

3.28 **DS-1 Digital Performance and Interface**

- 3.28.1 DS-1 low-speed interface shall be as per Bellcore TR-NWT-000499 and ANSI T1.102 as applicable.
- 3.28.2 Basic specification shall be as follows:
- 3.28.2 (a) Data Rate: 1.544M bps \pm 32 ppm
 - 3.28.2 (b) Line Impedance: 100 ohms, \pm 5 percent, balanced
 - 3.28.2 (c) Line Code: User-selectable bipolar AMI or B8ZS
 - 3.28.2 (d) Jitter Accommodation: per TR-NWT-000499 and TR-NWT-00499
- 3.28.3 Residual bit error rate shall not be greater than 1 in 10^{12} .
- 3.28.4 Loss of synchronization of any DS-1 signal shall cause an Alarm Indication Signal (AIS) of all ones to be transmitted. This AIS signal shall be repeated throughout the system as applicable.

3.29 **DS-3 Digital Performance and Interface**

- 3.29.1 DS-3 high-speed interfaces shall be per Bellcore TR-NWT-000499 and ANSI T1.102.
- 3.29.2 Basic interface specification is as follows:
- 3.29.2 (a) Data Rate: 44.736M bps, \pm 20 ppm
 - 3.29.2 (b) Line code: B3ZS
 - 3.29.2 (c) Line Impedance: 75 ohms, unbalanced
 - 3.29.2 (d) Jitter Accommodation: per TR-TSY-000499 and TR-NWT-00499.

3.30 **OC-3 Digital Performance and Interface**

- 3.30.1 OC-3 interface shall comply with ANSI T1.106/88, T1.105a/90, and T1.105/90 specifications.

3.31 **General Transmitter Specifications**

- 3.31.1 Frequency tolerance shall meet or exceed FCC Part 101.107. Frequency stability is expected to be ± 0.0025 percent or greater over the full operating range of the equipment.
- 3.31.2 Failure of a redundant amplifier in hot-standby configurations shall not reduce the power output from the radio.
- 3.31.3 Replacement of a failed redundant (standby) amplifier shall not cause a system outage.
- 3.31.4 Transmitter shall be equipped with ability to monitor output power and frequency on an in-service basis.

3.32 **Regulatory Compliance**

- 3.32.1 Radio equipment supplied under this contract shall meet the requirement of the current Sub-Sections of Volume 47 of the Federal Code of Regulations.



Request for Proposal

Solicitation No.
ADSP019-00008376
Description:

Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

3.33 Outdoor Mounted RF Unit

- 3.33.1 Outdoor mounted RF unit when supplied shall comply with the requirements of this section.
- 3.33.2 Operating temperature range shall be -30 degrees C to +55 degrees C.
- 3.33.3 Unit shall be weatherproof.
- 3.33.4 Outdoor RF unit shall connect to the indoor IF and control unit using a 50-ohm coaxial cable. The coaxial cable shall transport signals and DC power to the RF unit.
- 3.33.5 It shall be possible to install the remote unit with up to 1,000 feet of cable between it and the indoor control unit.
- 3.33.6 Outdoor unit shall have a rack-mounting option so the outdoor unit may be collocated with the indoor unit.

3.34 RF Performance Characteristics for Radio Equipment Operating in the 900 MHz Microwave Radio Band

3.35 For the Band of 928 to 960 MHz with bandwidths of 100 and 200 KHz

- 3.35.1 Contractor shall provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.36 Frequency Tolerance

- 3.36.1 Frequency tolerance shall meet or exceed FCC Part 101.107. Frequency stability is expected to be 2.5 ppm or greater over the full operating range of the equipment.

3.37 Feed Connection

- 3.37.1 Type "N" connectors are the expected feedline terminations.

3.38 RF Power Levels

- 3.38.1 Power levels shall be user adjustable up to a +29 dBm output.

3.39 Receiver Thresholds

- 3.39.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

3.39.1 (a)	Bandwidth	Received Signal Level (RSL) in dBm
3.39.1 (b)	100 KHz	-94 96
3.39.1 (c)	200 KHz	-90 91

- 3.39.2 Contractors may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.40 RF Performance Characteristics for Radio Equipment Operating in the 5.9-7.1 GHz Microwave Radio Band.

3.41 6 GHz Frequency Range and Bandwidth

- 3.41.1 Equipment supplied for this band shall comply with the following requirements, with payload capacities in compliance with FCC Part 101.141:
- 3.41.2 Desired capacities are from 8xDS1 to 3DS3/OC3 (and equivalent Ethernet data rates) and bandwidths from 3.75 to 30 MHz.
- 3.41.3 Contractor may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.42 Feedline Connection

- 3.42.1 Antenna connection shall be a CPR-137G. If an adapter is required to convert from the standard flange on the radio unit, it shall be supplied and included in the unit price.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 3.42.2 System shall operate with an antenna system with a peak return loss of 18 dB or greater.
- 3.42.3 Feedline connection point shall be at the top of the radio, clear of any obstructions. In cases where the radios are mounted two or more to a rack, the feedline connection may exit perpendicular to the back of the radio. However, in those cases, the Contractor shall supply a rigid waveguide right-angle section to allow the connection to be made vertically.
- 3.42.4 Antenna coupling unit shall have an option to accommodate the interconnection of additional analog or digital microwave radios to a common waveguide antenna feeder system.
- 3.42.5 Systems with ODU mounted outdoors at the antenna port, there shall be options to connect to antenna directly or remotely.

3.43 RF Power Levels

- 3.43.1 Equipment shall have a minimum output High power level of +26dBm and Low Power level of less than or equal to +21dBm
- 3.43.2 Power levels shall be measured at the top of the waveguide flange and shall include all branching losses. Hot-standby configurations may have power levels reduced from the levels listed above to account for switching losses.
- 3.43.3 Automatic transmitter power control (ATPC) shall be available as an option. It shall be capable of being disabled in the field by operator programming.

3.44 Receiver Thresholds

- 3.44.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a nonprotected configuration. Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

3.44.1 (a)	8- DS-1/ 3.75 MHz	-77	77	83	83
3.44.1 (b)	16 - DS-1/ 5 MHz	-75	77	76	78
3.44.1 (c)	28 - DS-1/ 10 MHz	-74	77	74	77 78
3.44.1 (d)	84 - DS-1/ 30 MHz	-70	73	70	71 75
- 3.44.2 Received threshold levels shall be measured at the top of the flange and shall include all branching losses.

3.45 RF Performance Characteristics for Radio Equipment Operating in the 10-11 GHz Microwave Radio Band.

3.46 10-11 GHz Frequency Range and Bandwidth

- 3.46.1 Equipment supplied for this band shall comply with the following requirements, with payload capacities in compliance with FCC Part 101.141:
- 3.46.2 Desired capacities are from 8xDS1 to 3DS3/OC3 (and equivalent Ethernet data rates) and bandwidths from 3.75 to 30 MHz.
- 3.46.3 Contractor may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.47 Feedline Connection

- 3.47.1 Antenna connection shall be a CPR-90G. If an adapter is required to convert from the standard flange on the radio unit, it shall be supplied and included in the unit price.
- 3.47.2 System shall operate with an antenna system with a peak return loss of 23 dB or greater.
- 3.47.3 A single feedline connection point shall be provided for all radio configurations except space diversity. Space diversity configurations shall have two feedline connection points—one for one receiver and any transmitters and the other for the diversity receiver.
- 3.47.4 Feedline connection point shall be at the top of the radio, clear of any obstructions. In cases where the radios are mounted two or more to a rack, the feedline connection may



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

exit perpendicular to the back of the radio. However, in those cases, the Contractor shall supply a rigid waveguide right-angle section to allow the connection to be made vertically.

- 3.47.5 Antenna coupling unit shall have an option to accommodate the interconnection of additional analog or digital microwave radios to a common waveguide antenna feeder system.

3.48 RF Power Levels

- 3.48.1 Equipment shall have a minimum output High power level of +27dBm and Low Power level of less than or equal to +20dBm.
- 3.48.2 Automatic transmitter power control (ATPC) shall be available as an option. It shall be capable of being disabled in the field by operator programming.

3.49 Receiver Thresholds

- 3.49.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a nonprotected configuration. Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

	<u>Capacity</u>	<u>Received Signal Level (RSL) in dBm</u>				
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3.49.1 (a)	8 - DS-1 / 3.75 MHz	-76	76			82
3.49.1 (b)	16 - DS-1 / 5 MHz	-75	76			76
3.49.1 (c)	28 - DS-1 / 10 MHz	-73	76	73	76	77
3.49.1 (d)	84 - DS-1 / 30 MHz	-68	72	69	71	73

- 3.49.2 Received threshold levels shall be measured at the top of the flange and shall include all branching losses.

3.50 RF Performance Characteristics for Radio Equipment Operating in the 18 GHz Microwave Radio Band

3.51 Frequency Range and Bandwidth

- 3.51.1 Equipment supplied for this band shall comply with the following requirements, with payload capacities in compliance with FCC Part 101.141:
- 3.51.2 Desired capacities are from 16xDS1 to 3DS3/OC3 (and equivalent Ethernet data rates) and bandwidths from 5 to 30 MHz.
- 3.51.3 Contractor may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.52 Feedline Connection

- 3.52.1 Antenna connection shall be a UG-595/U. If an adapter is required to convert from the standard flange on the radio unit, it shall be supplied and included in the unit price.
- 3.52.2 System shall operate with an antenna system with a peak return loss of 15 dB or greater.
- 3.52.3 A single feedline connection point shall be provided for all radio configurations except space diversity. Space diversity configurations shall have two feedline connection points—one for one receiver and any transmitters and the other for the diversity receiver. In lieu of this arrangement, two antennas and two RF units may be used with one RF unit operating at a time. If space diversity is not commonly deployed, nor useful at these frequencies, fully describe in your answer.
- 3.52.4 Feedline connection point shall be clear of any obstructions.
- 3.52.5 RF unit and antenna is to be mounted outdoors, then options shall be provided to integrate them.

3.53 RF Power Levels



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 3.53.1 Equipment shall have a minimum output power level of +16dBm for 16 QAM and 20dBm for QPSK. Bidders may provide additional power level options.
- 3.53.2 Power levels shall be measured at the top of the waveguide flange and shall include all branching losses. Hot-standby configurations may have power levels reduced from the levels listed above to account for switching losses.

3.54 Receiver Thresholds

- 3.54.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a non-protected configuration.
- 3.54.2 Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

Capacity	Received Signal Level (RSL) in dBm
3.54.2 (a) Power16 - DS-1 / 5 MHz	-77
3.54.2 (b) 28 - DS-1 / 10 MHz	-80
3.54.2 (c) 84 - DS-1 / 30 MHz	-67 73

- 3.54.3 Received threshold levels shall be measured at the top of the flange and shall include all branching losses.

3.55 RF Performance Characteristics for Radio Equipment Operating in the 23 GHz Microwave Radio Band

3.56 Frequency Range and Bandwidth

- 3.56.1 Equipment supplied for this band shall comply with the following requirements, with payload capacities in compliance with FCC Part 101.141:
- 3.56.2 Desired capacities are from 16xDS1 to 3DS3/OC3 (and equivalent Ethernet data rates) and bandwidths from 5 to 50 MHz.
- 3.56.3 Contractor may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.57 Feedline Connection

- 3.57.1 Antenna connection shall be a UG-595/U. If an adapter is required to convert from the standard flange on the radio unit, it shall be supplied and included in the unit price.
- 3.57.2 System shall operate with an antenna system with a peak return loss of 15 dB or greater.
- 3.57.3 Single feedline connection point shall be provided for all radio configurations except space diversity. Space diversity configurations shall have two feedline connection points—one for one receiver and any transmitters and the other for the diversity receiver. (In lieu of this arrangement, two antennas and two RF units may be used with one RF unit operating at a time. If space diversity is not commonly deployed, nor useful at these frequencies, fully describe in your quote.)
- 3.57.4 Feedline connection point shall be clear of any obstructions.
- 3.57.5 RF unit and antenna is to be mounted outdoors, then options shall be provided to integrate them.

3.58 Receivers Thresholds

- 3.58.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a nonprotected configuration.
- 3.58.2 Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

Capacity	Received Signal Level (RSL) in dBm
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Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 3.58.2 (a) 16 - DS-1 -78
3.58.2 (b) 28 - DS-1 -78
3.58.2 (c) 84 - DS-1 -68 73
3.58.3 Received threshold levels shall be measured at the top of the flange and shall include all branching losses.

4.0 LMR Base Station Antennas, Microwave Antennas

4.1 Offer(s) and Product Qualifications

- 4.1.1 Offer(s) shall be the manufacturer or distributors of the products requested and specified;
4.1.2 This solicitation describes Base Station Antennas for use in public safety land mobile systems. Antennas should provide selection of operating frequency, bandwidth, gain, antenna style, and construction format. The public safety frequency bands specifically requested for this section include: VHF (150 to 160 MHz), UHF (450 to 474 MHz), 700 (758 to 806 MHz), and 800 (806 to 869MHz). Additional bands and broader bandwidths, than those listed, is desirable but not specifically required; and
4.1.3 Antennas need to be designed for durability and reliability. Designed for the heat, cold, ice and wind conditions. Arizona's record high temperature was 122 degrees and had a record low of -40 degrees. Mountain top wind speeds can be in excess of 100 MPH. While not typical, wind speeds in excess of 140 MPH have been reported. VSWR shall be 1.5:1 or better at the rated frequency/bandwidth, nominal impedance of 50 ohms. Low PIM performance may be a consideration for some agencies.

4.2 Type(s) of LMR Antennas

- 4.2.1 The following antennas shall operate in the bands listed above.
4.2.1 (a) Fiberglass collinear antennas;
4.2.1 (b) Exposed dipole antennas - User adjustable patterns shall be a consideration for some users;
4.2.1 (c) Directional antennas; yagi, log periodic, and corner reflector antennas;
4.2.1 (d) Flat panel antennas; and
4.2.1 (e) Ground plane, discone, and other unity gain antennas.

4.3 Microwave Antennas (Dishes)

- 4.3.1 Microwave Antenna (Dishes) shall be the latest state of the art Microwave Antennas and Associated Equipment of use in specified frequency bands to meet the needs of the Eligible Agencies.
4.3.2 All equipment selected as suitable for purchase shall be given classification within the frequency band groups as follows:
Frequency Band
4.3.2 (a) 5.925-7.125 GHz
4.3.2 (b) 10.70-11.70 GHz
4.3.2 (c) 17.70-19.70 GHz
4.3.2 (d) 21.8-23.60 GHz
4.3.3 Federal Communications Commission (FCC) Rules and Regulations and amendments; E.I.A. Standards and amendments, RS222. (Latest Version)
4.3.4 All material and workmanship shall be of the type and grade most suitable for the application. All material shall be new and free from defects.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 4.3.5 Unless specifically excepted by the terms of these specifications, any part or accessories ordinarily furnished or required to make the equipment, herein specified, a complete operating unit shall be furnished by the Vendor.
- 4.3.6 The contractor shall make available equipment documentation to The State's as specified herein. This documentation shall accompany the equipment at the time of delivery. Documentation costs for State's specified manuals shall be included as separate bid items. A copy of radiation patterns shall be provided at no cost if requested.

4.4 Service, Installation and Operations Manuals

- 4.4.1 Installation and or operation manuals shall be furnished with each order; each manual shall contain the following:
- 4.4.1 (a) Detailed drawings or clear photographs showing location of parts and hardware associated with antenna or connector assembly or mounting.
- 4.4.1 (b) Complete diagrams including information outlining method of operation, supply voltages, currents, and power requirements for each model of dehydrators.

4.5 Equipment Service Life

- 4.5.1 All equipment covered by these specifications and any resultant contracts shall have a minimum service life of ten (10) years from date of delivery to the State. The contractor shall guarantee replacement parts stocking for this service life period.
- 4.5.2 Each shall guarantee repair or replacement of any equipment or part thereof that fails in operation during normal and proper use within two (2) years from the date of State's receipt due to defects in design, material or workmanship, consummation of final acceptance and payment notwithstanding. These replacements shall be provided with no charge to the State.
- 4.5.3 Any equipment or part replaced under the provisions of this warranty becomes the property of the. If the vendor desires the defective equipment or part returned, The contractor shall pay all transportation charges and make all arrangements for the return. If the does not specifically request return of such replaced parts within thirty (30) days from the date of replacement, the equipment for parts become property of the State.
- 4.5.4 Replacement parts shall be regularly stocked by the manufacturer and/or authorized distributor. Delay in State's receipt of replacement parts shall not exceed thirty (30) consecutive days from manufacturer or distributor's receipt of order.
- 4.5.5 Emergency orders shall be transported by the most expedient manner available as agreed upon with the transportation cost born by the State less normal shipping cost.

4.6 General Equipment Characteristics

- 4.6.1 **Environmental** - All antennas shall survive wind velocities of one hundred (100) miles per hour with one (1) inch of radial ice and no more than 0.1 degree of deflection in seventy (70) mile per hour wind.
- 4.6.2 **Environmental** - All antennas shall remain operational within the temperature range of (-40 to 135 degree F)
- 4.6.3 **Environmental** - All antennas and associated hardware shall be non-corrosive, non-rust material. This can be accomplished by supplying Hot Dipped Galvanized or Stainless Steel hardware. Plated steel shall not be accepted. Aluminum antennas shall be painted with corrosion resistant paint.
- 4.6.4 **Environmental** - Field assembly of all antennas shall only be between antenna parabola, feed, antenna mount and fixed and/or slide assemblies. Antenna mount assembly is permitted.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 4.6.5 **Environmental** - Parabolic solid antennas shall be equipped to include mounting hardware for a 4.5" vertical O.D. mounting pipe. Parabolic grid antennas shall be equipped to include mounting hardware for either a 1.9" – 3.5" or a 4.5" vertical O.D.(Outside Diameter) mounting pipe.
- 4.6.6 **Environmental** - Parabolic solid antennas shall have a reflector surface tolerance designed so that antenna feeds could be interchanged between 6GHz and 11 GHz without loss to antenna gain. Antenna feeds should also be interchangeable in the 18GHz and 23GHz dishes.
- 4.6.7 **Operational** - Material and workmanship shall be of the type and grade most suitable for the application and shall conform as a minimum unless otherwise specified to the latest applicable standards, specifications, recommended practices and procedures of such standardizing bodies as the I.E.E.(Institute of Electrical and Electronics Engineers), N.E.M.A.(National Electrical Manufacturers Association), F.C.C.(Federal Communications Commission).

4.7 Microwave Antennas

- 4.7.1 The specifications listed herein are minimum requirements. These dish examples are for evaluation of the offered product lines. Frequencies listed represent the basic band of operation, which may consist of operational sub-bands. *A range variance of up to a maximum of -1 DB has been identified as acceptable. # VSWR is for standard bandwidths, a wide-bandwidth dish in the same product time with lesser VSWR performance is expected and acceptable.

Standard Performance, 5.925-7.125 GHz Band, Single Polarization , CPR 137G Input Flange								
Diameter in Feet	Gain-DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
6	38.4	38.7	39.1	A	1.9	30	55	1.3
8	40.1	41.2	40.3	A	1.5	30	55	1.3
10	42.8	43.2	43.5	A	1.2	30	61	1.3

High Performance, 5.925-7.125 GHz Band, Single Polarization, CPR137G Input								
Diameter in Feet	Gain-DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
6	38.4	39.	39.3	A	1.9	30	62	1.08
8	41.2	41.6	42	A	1.5	30	66	1.08
10	43	43.4	43.7	A	1.2	30	69	1.08

Ultra High Performance, 5.925-7.125 GHz, Super High Cross Polarization, CPR137G Input								
Diameter in Feet	Gain-DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
6	38.3	38.7	39	A	1.9	40	69	1.08
8	40.9	41.3	41.7	A	1.5	40	71	1.08
10	43	43.2	43.5	A	1.2	40	74	1.08



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Standard Performance, 10.5-11.7 GHz, Single Polarization , CPR 90G Input Flange

Diameter in Feet	Gain-DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
4	40.1	40.5	40.9	A	1.7	30	46	1.08
6	43.2	43.3	43.4	A	1.2	30	60	1.08
8	45.8	46.0	46.2	A	0.9	30	62	1.08

High Performance, 10.5-11.7 GHz Single Polarization, CPR90G – PBR 100 Input

Diameter in Feet	Gain-DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
4	39.7	39.8	39.9	A	1.7	30	61	1.08
6	43.5	43.6	43.7	A	1.1	30	68	1.08
8	45.7	45.9	46	A	0.8	30	68	1.08

Ultra High Performance, 10.5-11.7 GHz, Super High Cross Polarization, CPR90G – PBR 100 Input

Diameter in Feet	Gain-DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
4	39.7	39.8	39.9	A	1.7	40	64	1.10
6	43.2	43.3	43.4	A	1.1	40	72	1.08
8	45.6	45.8	45.9	A	0.8	40	75	1.08

Ultra High Performance, 17.7-19.7 GHz, Super High Cross Polarization, UG595/U – PBR220 Input

Diameter in Feet	Gain-DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
2	38	38.4	38.8	A	1.9	36	64	1.2
4	44	44.4	44.8	A	1.0	36	67	1.2
6	47.5	48	48.4	A	0.7	36	72	1.2

Parabolic Antenna, 21.2-23.6 GHz, Single Polarization, UG-595/U – PBR220 Input Flange

Diameter in Feet	Gain-DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
2	39.7	40.2	40.7	A	1.7	30	65	1.4
3	43.1	43.6	44.1	A	1.1	30	71	1.4
4	49.0	46	46.6	A	.8	30	72	1.4



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

4.8 Radomes

- 4.8.1 High Performance Antennas shall have flexible planar Radomes supplied with antenna.
- 4.8.2 All Standard Antennas shall have molded fiberglass Radomes, parabolic or conical in shape available.

4.9 Dehydrators

- 4.9.1 Dry air pressurization equipment for waveguide transmission lines. Low-pressure systems to pressurize waveguides with dry air. Systems should provide alarm monitoring of a low pressure condition and excessive run time. Systems shall be rack or wall mounted. Power options shall be AC or DC power. Accessories shall include Distribution Manifolds and tubing.

1.	½", 7/8", 1-¼"	Diameter Foam Dielectric Coaxial Cable
2.	7/8"	Diameter Air Dielectric Coaxial Cable
3.	1 5/8"	Diameter Foam Dielectric Coaxial Cable
4.	½"	Diameter Super Flexible Foam Dielectric Coaxial Cable

4.10 Transmission Lines

- 4.10.1 Transmission line or COAXIAL cable shall be available according to the sizes listed below:
- 4.10.2 Elliptical, Flex and Rigid waveguide components shall be supplied according to the sizes and/or frequency bands listed below:

1.	Waveguide for	5.925 – 7.125 GHz
2.	Waveguide for	10.50 – 11.70 GHz
3.	Waveguide for	17.70 – 19.70 GHz
4.	Waveguide for	21.20 – 23.60 GHz

4.11 Connectors

4.11.1 LMR Connectors

	½" Connector	7/8" Connector	1-¼" Connector	1-5/8 connector	½" Super Flexible Connector
1.	"N" Male	"N" Male	"N" Male	"N" Male	"N" Male
2.	"N" Female	"N" Female	"N" Female	"N" Female	"N" Female
3.	UHF Male	UHF Male			UHF Male
4.	UHF Female	UHF Female			UHF Female
5.	7-16 DIN Male	7-16 DIN Male	7-16 DIN Male	7-16 DIN Male	7-16 DIN Male & Right Angle
6.	7-16 DIN Female	7-16 DIN Female	7-16 DIN Female	7-16 DIN Female	7-16 DIN Female
7.	7/8" EIA	7/8" EIA			



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

4.12 Waveguide Connectors

1.	EW63-E65, Tunable, Fixed Tuned, CPR and CPR 137G
2.	EW90-E105, Tunable, Fixed Tuned, CPR and, CPR 90G, PBR100
3.	EW180-E185, Fixed Tuned, UG595/U, PDR180
4.	EW220-E220, Fixed Tuned, UG595/U, PBR220

5.0 Radio Dispatch Consoles

5.1 General

- 5.1.1 This specification contains sections that describe various types of radio dispatch consoles to be utilized in State and Municipal public safety radio communications systems. These sections include (1) Single/dual channel desk top remote control handset controllers; (2) 8-12 channel desk-top dispatch consoles; (3) 96 channel, high capability radio dispatch consoles; (4) 450 channel remote electronics high-capability expandable radio dispatch consoles. Analog, TDM and RoIP/VoIP based options to be separately priced. It is not necessary for a vendor to bid all sections.
- 5.1.2 It is the intent of these specifications to ensure the purchase of highly reliable radio dispatch control console equipment. These specifications are minimum standards and are intended to ensure reliable, high quality, readily available and repairable equipment. These specifications may not list all necessary equipment beyond that needed to complete the electronic package and it shall be the responsibility of the contractor to verify completeness of the material list and the suitability of the devices to meet the total requirements of these specifications. Subsequent to award, any additional equipment, charges, or services required to meet the specifications, even if not specifically enumerated herein, shall be provided by the vendor without claim for additional payment or compensation.
- 5.1.3 ☐ The Type 2, 3, & 4 Flat Panel Display (FPD) communications control console electronic design criteria shall be based on the need for maximum reliability, flexibility, and ease of operation and service. To meet these criteria, the electronic equipment should be of the latest design. The design shall reflect state-of-the-art concepts in communications command and control console design.
- 5.1.4 The FPD based communications control consoles shall provide monitoring and control facilities for remotely located two-way radio base stations. The consoles shall also provide certain ancillary functions such as repeater enable and disable of each channel, simultaneous transmit, alert tone transmit, instant patching, and multiple frequency base station control. It is desired that all console functions be accomplished using a Touch-Screen and Trackball/Mouse combination. Other methods of console control will be evaluated and compared against this style of system control.
- 5.1.5 The ability of the vendor's FPD communications control consoles to remotely operate separately from the common control equipment over telephone lines, LAN, or digital and analog microwave channels is a requirement. Equipment that does not meet this requirement will not be evaluated.
- 5.1.6 The Type 3 & 4 common electronics shall be designed to remain fully operational during the loss of AC power for a minimum of one hour via either an internal or external



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

uninterruptible power supply (UPS). Each dispatch position shall have an available UPS option which will allow full operation during the loss of AC power for a minimum of thirty minutes.

- 5.1.7 The unique requirements of the console electronic packages may not readily lend themselves to standard contractor product lines. However, contractors shall propose equipment meeting the technical and operational requirements and make maximum use of the standard product line equipment.
- 5.1.8 Make and model numbers given in this specification are for reference only, and do not imply that they are the only acceptable equipment.

5.2 Electrical Requirements

- 5.2.1 Each console bid shall be equipped with sufficient power supply capabilities, common electronic modules, cabling, etc to accommodate the channel requirements. All consoles shall be capable of operating from a 120 VAC source. Backup power should ideally be from a DC source of 12 to 48 VDC, with all necessary power regulation built into console electronics.

5.3 Technical Specifications - Each console offered should meet the following technical specifications, as a minimum:

- 5.3.1 Individual channel 2W, 4W, Tone/DC/E&M selection
- 5.3.2 Line Impedance: 600 or >5K ohm (4-wire) or, 600 ohm Tx (2-wire)
- 5.3.3 Operating Temperature: 0 to +50 degrees C
- 5.3.4 Audio Response: +/- 3 dB from 300 to 3000 Hz
- 5.3.5 Tx & Rx Hum and Noise: -50 dB below rated output
- 5.3.6 Distortion: Tx & Rx - Less than 3% THD
- 5.3.7 Compression: Variable compression knee
- 5.3.8 Receive Audio: -25 to +10 dBm; 600 ohm or 5K ohm; w/ less than -60 dB crosstalk
- 5.3.9 Transmit Audio: -20 to +10 dBm; 600 ohm; w/ 70 dB line balance
- 5.3.10 Tone Control: A minimum of (7) industry standard function tones with 2175 Hz Hi/Lo Guard Tone; including 1250/1350/1450/1550, 1850 and 1950 Hz function tones (Repeater control, Aux Function control, CTCSS Monitor, F1/F2 Transmit)
- 5.3.11 DC Control Functions: Transmit - F1 +5.5 ma.; F2 +12.5 ma.; Monitor +2.5 ma.
- 5.3.12 Unit ID Functions: (Optional) Motorola MDC1200 system decode/display
- 5.3.13 Speaker Output: 500 mw minimum, 3% distortion, into a 4 ohm or 8 ohm load

5.4 DESK-TOP REMOTE CONTROL CONSOLES (TYPE I price category)

- 5.4.1 **General** - The following specification describes various switch-based, desk-top radio controllers, including fully self-contained Tone, DC & RoIP based single-channel and dual-channel telephone-type handset controllers (optionally expandable) known as Type 1; and 8-channel (expandable to at least 12 channel), self-contained desk-top consoles, known as Type 2. The multichannel desk-top units also allow for local remoting of the control electronics to a small desk or wall mounted electronic box up to 100' away from the dispatch control unit. Optional IP control for both type units may also be proposed.
- 5.4.2 Tone & DC Single/Dual-channel Handset Type Controllers (Type 1) - This specification is for a solid-state, 120 VAC powered, desk-top, handset type, Tone or DC controller for a single channel station. A selectable two-channel, expandable, model may also be offered as an option, which may also be optionally expandable to more channels. Models which have been determined to meet the general intent of this specification include the IDA 24-10, 24-15, 24-20, 24-66, and 24-30; The Telex-Vega IP-2002, and C-2000 and C-2000SF



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

units. (These models are only given as examples, and alternate models meeting the specifications may be proposed).

5.4.3 Technical Specifications

- 5.4.3 (a) On-hook monitor disable
- 5.4.3 (b) Weight: Less than 5 pounds (Desk-top unit)
- 5.4.3 (c) Size (Remote Box): Less than 12"X12"X6", including battery back-up
- 5.4.3 (d) Programmability: Fully field adjustable/programmable without a computer
- 5.4.3 (e) Transmit indicator light
- 5.4.3 (f) The units shall allow for on-hook receiver operation through a loudspeaker, and off-hook operation through the handset.
- 5.4.3 (g) An RoIP based remote, single-line handset controller, that does not require a separate computer for operation, is also acceptable. These handsets shall be fully compatible for direct connection to a 10/100 baseT internal Ethernet network connection, and shall allow for parallel operation of any number of controllers.
- 5.4.3 (h) Optional two-line controllers do not require the ability to independently select either 2W/4W operation by channel, Tone or DC control by channel, or simultaneous receiver monitoring of both channels. These may all be fixed (hard-wired) functions.

5.5 **(8)-Channel Desk-Top Tone/DC Consoles (Required to be Expandable to 12 Channels) (Type II price category)**

- 5.5.1 This section defines the minimum requirements for a desk-top radio control console with a minimum 6 individual channel (line) capability, with optional expansion to at least 12 channels on a channel-by-channel basis. Each console channel shall be capable of controlling either a 4-wire channel or 2 wire channel on an individual basis, and shall be individually programmable for either Tone, DC (current), or E&M radio control. Local remote control of a radio is not required. Optionally, the manufacturer may offer an RoIP based console which can control a remote radio through an IP data circuit, but must still provide two-way analog audio capability on all channels.
- 5.5.2 Parallel operation of up to 4 separate units shall be available with supervisory override control.
- 5.5.3 The dispatch operator position shall be a single unit, except for the microphone and footswitch, or an outboard third-party provided paging encoder. No external attachments, including power supplies, loudspeakers, touch-tone pads, line splitter boxes to increase channel count, etc. will be acceptable.
- 5.5.4 It is required that the vendor offer switch-based control functions for their console. However, optional computer-based, Flat Panel Display (FPD) consoles offering mouse-controlled on-screen function switches will be evaluated if offered. Models of equipment which have been determined to meet the intent of this section of the specification include the Gai-tronics ICP9000 Series, and the Telex-Vega C1616/C6200, IP-1616, C-Soft series, for various channel configurations.
- 5.5.5 Operational Features Require, each dispatch console operator position offered must include the following:
 - 5.5.5 (a) Individual audio speakers and volume controls for select and unselected channels
 - 5.5.5 (b) Individual channel 2W, 4W, Tone/DC/E&M selection, with 4-frequency Tone control



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 5.5.5 (c) Desk-mic with PTT bar and mute switch
- 5.5.5 (d) Dual-plug type headset interface jacks
- 5.5.5 (e) Combined select/unselect/transmit audio combined output jack for recording
- 5.5.5 (f) Jack for external PTT footswitch
- 5.5.5 (g) (2)-channel cross-patch capability
- 5.5.5 (h) Multi-channel transmit select
- 5.5.5 (i) DTMF encoder
- 5.5.5 (j) Internal or external pager capability
- 5.5.5 (k) Controls/Indicators
- 5.5.6 Each dispatch console operator position offered must include the following:
 - 5.5.6 (a) Console transmit indicator
 - 5.5.6 (b) Console channel busy (receiving) green indicator
 - 5.5.6 (c) Individual channel instant-transmit light
 - 5.5.6 (d) Channel labels (fixed or electronic)
 - 5.5.6 (e) Transmit audio level meter (Vu meter)
 - 5.5.6 (f) Channel select indicator
 - 5.5.6 (g) Console Technical Specifications
- 5.5.7 Each console offered should also meet the following technical specifications, as a minimum:
 - 5.5.7 (a) Alert Tones: Optional continuous, hi/lo, warble; -30 to 0 dBm, independently adjustable
 - 5.5.7 (b) Speaker Output: 500 mw minimum, 3% distortion, into a 4 ohm or 8 ohm load
- 5.6 Full Featured – Remote Electronics Consoles (Type III Price Category)**
 - 5.6.1 General - It is the intent of this specification to ensure the purchase of highly reliable communications control consoles. This includes a spectrum of console systems ranging from single 96 (minimum) channel remote units (Type III), to advanced Flat Panel Display (FPD) based, high 450 (minimum) channel, 20 operator position systems (Type IV). These specifications are minimum standards and are intended to ensure reliable, high quality, readily available and repairable equipment. These specifications may not list all necessary equipment beyond that needed to complete the electronic package and it shall be the responsibility of the contractor to verify the completeness of the material list and the suitability of the devices to meet the total requirements of these specifications. Subsequent to proposal award, any additional equipment, charges, or services required to meet the specifications, even if not specifically enumerated herein, shall be provided by the vendor without claim for additional payment or compensation.
 - 5.6.2 The communications control console electronic design criteria shall be based on the need for maximum reliability, flexibility, ease of operation and service. The design shall reflect state-of-the-art concepts in communications command and control console design.
 - 5.6.3 The communications control console shall provide monitoring and control facilities for remotely located two-way radio base stations. The console shall also provide certain ancillary functions such as repeater enable and disable of each channel, simultaneous transmit, alert tone transmit, instant transmit, supervisory override, cross channel patching with up to three separate but simultaneous patches possible, phone patching, and multiple frequency base station control. It is desired that all FPD-Type console functions be



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

accomplished using a Touch Screen and Trackball/Mouse combination. Other methods of console control will be evaluated and compared against this style of system control.

- 5.6.4 The ability of the vendor's FPD communications control consoles in Category III and IV to remotely operate separately from the common electronic control equipment over telephone lines, microwave channels or fiber optic lines is a requirement. Equipment that does not meet this requirement will not be evaluated.
- 5.6.5 Each Type III and IV console shall have both receive voter (like JPS SNVs) and auxiliary interfaces. Both RoIP and P25 interfaces are a requirement for both classes. In addition, at least one of the following trunking protocols MUST be supported as an option: Project 25, Astro P25, Open Sky, Smartnet/Smartzone. In addition, each console should be compatible with either a T1 or a WAN/LAN interface.
- 5.6.6 The common electronics and FPD operator positions shall be designed to remain fully operational during the loss of AC power for a minimum of one-half hour via either an internal or external uninterruptible power supply (UPS) or a battery backup system. Each FPD dispatch position shall have an available UPS option which will allow full operation during the loss of AC power for a minimum of one hour.
- 5.6.7 The unique requirements of the console electronic packages may not readily lend themselves to standard contractor product lines. However, contractors shall propose equipment meeting the technical and operational requirements that make maximum use of the standard product line equipment.
- 5.6.8 The specifications do not include any proprietary items, components, circuits, or devices which would preclude any communications equipment manufacturer from producing equipment to meet these specifications. All technical tolerances, ratings, power outputs, or any technically specified criteria contained within these specifications are considered to be within the current state of the electronic art and are currently being met by commercially available equipment.

5.7 Electrical Specifications

- 5.7.1 Both Type III and IV consoles shall operate from a primary power source of 120/240 VAC, with battery powered UPS backup required. AC current consumption on the primary side of the line for the central electronics shall not exceed 5 watts/channel for a 50 channels system. Each operator position electronics shall not consume more than 250 watts, including the FPD.

5.8 Full-Feature Console – Type III

- 5.8.1 The Type III communications control console shall provide the facilities for the operation and control of remotely located two-way radio base stations and other specialized equipment. The console shall be equipped with sufficient power supply capabilities, common electronic modules, cabling, etc. to accommodate these channel requirements. Each console electronic package shall be equipped with common control equipment to provide the capability to operate and control any one, any selected group, or all channels simultaneously. Each console electronic package shall comply with all FCC Rules and Regulations, where applicable.
- 5.8.2 The console shall be expandable to a minimum of 96 radio control channels and 6 operators' positions. There shall be receive voter (like JPS SNV-12s) and auxiliary control interfaces. In addition to the 96 radio channels, the console electronics shall be able to support 6 operator positions, and up to ten receiver voter groups with up to 24 base stations per voter group. The ability of a manufacturer's equipment to accommodate this future requirement will be a major consideration in the proposal evaluation. In addition to controlling conventional non-trunked channels, at least one of the following protocols must be supported as an option: RoIP, Project-25, Trunking (EDACS, Smartnet, Smartzone,



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

OpenSky). T1, or Lan/Wan interfaces may be optionally added. The console shall have extended remote capability to allow an operator position to be remotod from the central electronics bank by way of commercial telephone lines, Ethernet, fiber optic, or microwave.

5.9 Large Full-Feature Console – Classification (Type IV Price Category)

5.9.1 General Specifications same as Type III above. The console shall be expandable to a minimum of 450 radio control channels and 20 operators positions. There shall be receiver voter (like JPS SNV-12s) and auxiliary interfaces. In addition to controlling conventional non-trunked channels, at least one of the following protocols must be supported as an option: RoIP, Project-25, Trunking (EDACS, Smartnet, Smartzone, OpenSky). Additionally, optional T1, or Lan/Wan interfaces may be added. The console shall have extended remote capability to allow an operator position to be remote from the central electronics bank by way of commercial telephone lines, fiber optic, or microwave. In addition to the 450 radio channels and/or trunked talk groups, the console electronics shall be able to support twenty operator positions and up to twenty receiver voter groups with an average of six base stations per voter group. The ability of a manufacturer's equipment to accommodate this future requirement will be a major consideration in the proposal evaluation.

5.10 Control Functions & Status Indicators

5.10.1 Both Class III and Class IV configurations shall meet all of the following specifications, and have two dual-jack inputs and have select and unselect speakers for audio output. In addition, there shall be a selected audio output jack and a summed unselect audio port available.

5.11 Radio Channel Control Functions

5.11.1 The radio control channels shall have the functions listed below:

- 5.11.1 (a) Channel Select - Shall engage the selected channel in the transmit/receive, fully operational, ready condition. The channel select function should be capable of selecting of more than one channel up to all channels simultaneously.
- 5.11.1 (b) Repeater Enable and Disable - consoles shall enable and disable the repeat function of a tone controlled base station.
- 5.11.1 (c) Squelch Disable - Shall disable receiver continuous tone coded squelch operation of a tone controlled base station.
- 5.11.1 (d) Instant Transmit - Shall allow transmitting on a channel without placing the channel in a selected mode first. This function shall not override supervisory control.
- 5.11.1 (e) Channel Crosspatch - Shall allow audio received on one radio channel or phone line to be automatically repeated on one or more of the other channels. Class III and IV consoles shall be capable of supporting at least three simultaneous but separate crosspatches. (Desktop consoles should be capable of doing at least one crosspatch.) This function shall be independent of other console activities.
- 5.11.1 (f) Two Frequency Control - Shall allow frequency selection of a two-frequency tone controlled base station.
- 5.11.1 (g) Supervisory Control B Class III and IV consoles shall provide the capability for one operator position (the supervisor's position) to take over a channel from all other operator positions. All parallel operator positions on the same channel shall receive an indication that supervisory control has been initiated.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 5.11.1 (h) Supervisory Monitor B Class III and IV consoles shall allow the transmit and receive audio from one console operator position to be monitored on another console position.
- 5.11.1 (i) Channel Mute - shall completely mute the channel receive audio.
- 5.11.1 (j) Auxiliary Enable and Disable B consoles shall enable and disable an auxiliary function of a tone controlled base station.
- 5.12 Status Indicator**
 - 5.12.1 All switching functions shall have an associated indicator to clearly display function and channel status, i.e. on-off, activated-not activated, in use-not in use. The FPD system shall display complete status for a minimum of eight channels and limited status for the optional eight additional channels at each operator position. This limited status information shall include the following: channel selected, instant transmit activated, channel cross patch activated, channel muted, channel receiving a call, and channel busy.
 - 5.12.2 To simplify the operation of the console, it shall be possible to physically group channels on the console in any order to facilitate operations.
 - 5.12.3 Status Indicators shall illuminate with the following functions:
 - 5.12.3 (a) Channel Selected
 - 5.12.3 (b) Repeater Enabled
 - 5.12.3 (c) Squelch Disabled
 - 5.12.3 (d) Instant Transmit activated
 - 5.12.3 (e) Channel Crosspatch activated
 - 5.12.3 (f) Frequency One selected
 - 5.12.3 (g) Frequency Two selected
 - 5.12.3 (h) Channel Muted
 - 5.12.3 (i) Channel receiving a call - this shall be a flashing type indicator
 - 5.12.3 (j) Channel busy - parallel wired console transmitting
- 5.13 Console Position-wide Functions**
 - 5.13.1 In addition to the individual channel functions and indicators specified under paragraph 5.5, the communications control console shall also provide the following functions. These functions are common to all radio channels.
 - 5.13.1 (a) Simultaneous Selection - Shall enable the selection of any combination of channels for simultaneous operation. The capability shall also be provided to automatically unselect all channels by depressing a single button.
 - 5.13.1 (b) Transmit - Shall activate the transmit condition and route dispatcher audio to all selected channels. This transmit switch shall be electrically paralleled to the console footswitch.
 - 5.13.1 (c) Master Mute - Shall mute all receive audio except the selected channels to a preset level.
 - 5.13.1 (d) Automatic Selection - Shall automatically select a group of channels by action of a single switch. All automatically selected channels shall be unselected by action of a single switch. The particular group of channels to be selected shall include any combination up to all of the console channels.
 - 5.13.1 (e) Intercom - consoles shall allow communication on the selected channels without keying the base station transmitter. This function shall allow communications between dispatchers or between dispatchers and remotely located technicians.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 5.13.1 (f) Alert Tones - consoles shall activate one of three different alert tones that shall be transmitted on the selected channel, the simultaneously selected channels, or the automatically selected channels. The alert tones shall be continuous, hilo, or warbled between two different audio frequencies.
 - 5.13.1 (g) Priority Tone – consoles shall activate an intermittent tone on individually selected channels to indicate priority traffic on that channel. The tone will not cover voice traffic.
 - 5.13.1 (h) Radio/Telephone Audio - consoles shall allow the dispatcher's headset to be used for both telephone and radio communications. The telephone audio shall be transferred to the headset by action of a single switch. The party on the opposite end of the phone line shall not hear the dispatcher's radio transmissions (any console PTT shall mute the dispatcher's voice from the telephone line). Transfer of telephone audio to the headset shall switch the selected channel audio back out to the selected audio speaker. During the time that the headset telephone operation mode is activated, the console operator shall retain the ability to instantaneously transmit on the selected channel by use of the footswitch or master control panel transmit switch with no degradation to the transmit functions, transmit audio quality and/or signal strength. The dispatcher shall also retain the ability to instantaneously transmit on the unselected channels as well.
- 5.14 Status Indicators**
- 5.14.1 All switching functions and the following status indication capabilities shall have an associated indicator on the FPD to clearly display function and status, i.e. on-off, activated-not activated, in use-not in use.
 - 5.14.2 The status indicators shall illuminate with the following functions:
 - 5.14.2 (a) Simultaneous Selection in use.
 - 5.14.2 (b) Transmit function activated.
 - 5.14.2 (c) Master Mute activated.
 - 5.14.2 (d) Automatic Selection in use.
 - 5.14.2 (e) Intercom in use.
 - 5.14.2 (f) Alert Tone being transmitted.
- 5.15 Ancillary Equipment**
- 5.15.1 The communications control console shall include the following ancillary equipment: speakers for selected audio and unselected audio, paging encoder, and displayed on the console's FPD, a VU meter, and clock system.
 - 5.15.2 Speakers - The capability of monitoring selected and unselected audio shall be provided via two separate console speakers. Each speaker shall be provided with a separate volume control to allow for individual adjustment. The volume controls shall provide sufficient attenuation to decrease the associated speaker audio to an inaudible level. These two volume controls, along with the headset volume controls, are the only ones required. Separate volume controls for each of the radio channels are not required. The dispatcher shall still have the capability to completely mute individual channels if desired. The selected and unselected audio speakers shall be separated a minimum of 12 inches center to center. The dispatcher shall also have the capability to turn off either or both speakers without turning down the volume controls.
 - 5.15.3 VU Meter - A VU meter, located on the FPD console's display in such a way as to give optimum visibility to the operator, shall be provided. The meter shall indicate the transmit audio level and selected receive audio level.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 5.15.4 Digital Clock - The console shall include a 24-hour digital clock display in the FPD console's display. The clock display shall give optimum visibility to the operator. The clock display shall be an integral part of the console system. The clock shall be a master/slave system capable of being set from the master, which is to be calibrated by an external time base via RS232 protocol or USB interface.
- 5.15.5 DTMF Paging Encoder - The console(s) shall incorporate DTMF capability. These must be an integral part of the console electronics installed in the console furniture and wired into the console electronics. Single button paging functions shall be available which send preselected DTMF strings of at least 3 numbers to either a predetermined radio channel or on the selected channel(s).
- 5.15.6 Receivers - The radio control channels will not only be routed to the console as separate channels but may also be routed to a separate system of up to ten receiver voter groups. The console shall have the capability to control and display the status of these voted channels. The dispatcher shall be able to force vote or disable a particular voter module by engaging switches or keying in a function which will operate a) Two form C dry contacts or b) Open collector outputs or c) Communicate with the system via RS-232 or Ethernet cabling. The enable/disable status of a particular voter module shall be displayed at the operator position. The console shall also provide an indication of which channel is currently being voted. It also should be capable of automatic transmit steering and indicate on the FPD which transmitter will be keyed if the master PTT is activated. The voted channels shall support voting systems manufactured by JPS Communications.
- 5.15.7 Headset - Each operator position shall be compatible with the Plantronics Encore Monaural Ultra Headset, model H91N, or approved equivalent.
- 5.15.7 (a) Headset Jack
- 5.15.7 (b) Each operator position shall be equipped with a dual phone plug type headset jack. The jack shall be compatible with dual phone plugs used on the Plantronics model SHS1890-251N headset jack plugs. The headset jack shall have an associated receive volume control. The external microphone shall be disabled when the headset is inserted into the headset jack. Audio to the select speaker shall be removed when the headset is inserted. The dispatcher shall have the option of applying audio to the select speaker and the headset simultaneously if desired. The headset jack shall have an easily accessible talk/training switch which will allow the dispatcher to talk and listen or listen only with the headset's transmit mouthpiece disabled. Disabling the transmit mouthpiece shall not prevent a headset with an amplified ear piece from functioning correctly. The headset jack must also have a 4 wire/6 wire switch for operating either a 4 wire headset (talk and listen) or a 6 wire headset (talk, listen, and a transmit push to talk button).
- 5.15.8 External Microphone - Each operator position shall be equipped with an External Microphone mounted on a Flexible Gooseneck Boom.
- 5.15.9 Footswitch - Each operator position shall be provided with a dual footswitch to activate transmit and/or mute operations. The dual footswitch shall activate two functions within the console:
- 5.15.9 (a) Activate transmitter control.
- 5.15.9 (b) Activate the Master Mute function.
- 5.15.9 (c) The right half of the footswitch shall operate in the same manner as the Master Control Panel transmit push button switch. The left half shall mute all unselected channels when depressed and unmute these channels when



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

released. If the console system requires modification to implement these functions, the modifications shall be completed by the console manufacturer and shall be fully documented in the maintenance manual(s).

- 5.15.10 Logging Recorder Interfaces - Each operator position shall be provided with a logging recorder output that contains the dispatch position microphone audio and select audio combined onto one 600-Ohm output port. An optional second logging recorder interface for telephone audio is desirable.
- 5.15.11 Remote Control of Base Stations - The communications control console shall be capable of providing D.C. keying, tone sequence keying, or "M Lead" dry contact keying for each radio channel as well as tone sequence control of repeater, frequency, and squelch disable functions.
- 5.15.12 D.C. Keying – CRT and Desktop Consoles - Each radio channel shall have available regulated D.C. keying currents of 15 ma and 6 ma. The D.C. control currents shall be provided for a loop resistance up to 10K ohms. Although as a default all channels shall not be supplied with DC keying capability, but pricing to add DC control on a per channel basis shall be provided.
- 5.15.13 Tone Keying- FPD and Desktop consoles - Each radio channel shall have available a tone sequence keying scheme that provides a High Level Guard Tone followed by a Function Tone followed by a Low Level Guard Tone.
- 5.15.14 "M Lead" Keying- FPD and Desktop consoles - Each radio channel shall be capable of providing Form A (normally open) dry contacts for transmitter keying.
- 5.15.15 One Sequence Tolerances - FPD and Desktop consoles - Tolerances for tone sequence control shall be within the following limits:
 - 5.15.15 (a) All tone frequencies as specified within +/-1 Hz.
 - 5.15.15 (b) All tone durations as specified within +/-5 ms or adjustable from 25 ms to 150 ms.
 - 5.15.15 (c) High Level Guard Tone - 0dBm to -10 dB adjustable to meet line conditions
 - 5.15.15 (d) Function Tone - 10 dBm +/-1 dB adjustable to meet line conditions.
 - 5.15.15 (e) Low Level Guard Tone - 30 dBm +/-1 dB adjustable to meet line conditions.
- 5.15.16 Radio Channel Terminations - Each radio channel shall be capable of 2 wire or 4 wire operation. The type of termination shall be readily selectable on a per channel basis.
- 5.15.17 Parallel Operator Position Control of Radio Channels - The console common electronics shall be capable of parallel operator position control of common radio channels. All channel control switches and indicators shall be paralleled. Parallel operation shall be readily selectable on a per channel basis.

5.16 Design Criteria

- 5.16.1 The console electronic package design criteria are based upon the need for maximum reliability, expandability, and ease of service. To meet these criteria, the electronic packages described in the subsequent paragraphs must be totally solid-state, completely modular, and reflect state-of-the-art concepts in communication control design. Each operator position shall include applicable switches, status indicators, amplifiers, tone circuits, power supplies, meters, clocks, speakers, and hardware to perform the functions.
- 5.16.2 Panel Wiring/Remote Electronic Circuitry- FPD consoles
 - 5.16.2 (a) The console electronic package shall have the capability of allowing the electronic circuitry (transmit/receive, amplifier, tone control, power supply, etc. modules) to be remotied at least 1000 feet from the operator position over standard 600 ohm twisted pairs. The interconnecting cable shall be at most an eight pair cable. The Vendor will supply all cabling and connectors



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

between the console common electronics and the punch blocks in the equipment room housing these electronics.

- 5.16.2 (b) The remoting of the electronic circuitry up to 1000 feet from the operator position shall not degrade the console performance outside the minimum standards specified herein. All console functions shall be operable as specified herein regardless of remoting up to 1000 feet.
- 5.16.2 (c) In addition to hard wired remoting of the electronic circuitry, the console electronic package shall also allow remoting of the electronic circuitry over standard telephone lines or multiplex channels on a fiber network or a microwave system. No more than three multiplex channels shall be required to perform this function. All remote data and audio paths shall be automatically monitored to ensure the continuous integrity of the paths. If a path is lost, both the dispatch position and any diagnostic printer and/or terminal shall receive a report.
- 5.16.2 (d) The remoting of the electronic circuitry over microwave channels shall not degrade the console performance outside the minimum standards set forth in these specifications. All console functions shall remain operable regardless of remoting the operator position.
- 5.16.3 **Electronic Circuitry**
 - 5.16.3 (a) The electronic circuitry shall be contained on printed circuit modules which plug into a module rack or mother board. The plating material at the printed circuit module where plug-in contact is made shall be gold to provide maximum reliability.
 - 5.16.3 (b) A transmit/receive module shall be provided with each operational channel. This module shall contain all of the circuits necessary to perform the functions described on a per channel basis.
 - 5.16.3 (c) Sufficient modules shall be provided with each console electronic package to perform the functions that are common to the transmit/receive channels and all other functions.
- 5.16.4 **Expandability** - Options shall be easily expanded by the addition of plug-in printed circuit modules, programming, and control switches.
- 5.16.5 **Maintainability**
 - 5.16.5 (a) The transmit/receive circuitry shall include one plug-in T/R module for each channel. All T/R modules shall be interchangeable between channels. The only T/R module changes required to exchange T/R modules between channels or electronic packages shall be the selection of options by means of programming switches mounted on the modules or PROM exchanges.
 - 5.16.5 (b) The remainder of the console electronic package printed circuit modules shall be interchangeable between electronic packages.
 - 5.16.5 (c) Each type of plug-in printed circuit module shall be keyed to be inserted only into the correct location in the module rack or mother board. Guide rails shall be used to ensure proper alignment of plug-in printed circuit modules. Each plug-in printed circuit module shall be equipped with an extractor to allow easy removal.
 - 5.16.5 (d) It shall not be necessary to remove power from the console electronic package to change a plug-in module.
 - 5.16.5 (e) All printed circuit modules shall be plainly marked with the module's function. All components shall be plainly identified on the printed circuit



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

modules. The module rack or motherboard position shall be plainly marked with the module's function. It shall not be necessary to use a drawing to locate components on printed circuit modules or printed circuit module positions.

5.16.6 Standards

5.16.6 (a) All equipment contained in the proposal shall meet or exceed the latest applicable standards of the Electronic Industries Association, Federal Communications Commission, and Underwriters Laboratory, and must conform to the OSHA of 1973 requirements for safe operation. In addition, where applicable, the equipment must satisfy the requirements of the local telephone company and input requirements of a Microwave System with respect to audio levels and control voltages.

5.16.6 (b) The console electronic equipment shall be rated for continuous operation. The console electronic package shall operate over an ambient temperature range of 0 degrees C. to +50 degrees C. without degradation in performance.

5.16.7 Power Supply

5.16.8 Input Voltage - 105 to 125 volts AC at 60 Hz, 120 volts AC nominal.

5.16.9 Noise - less than 120 millivolts peak to peak output.

5.16.10 Overload Protection - overload protection shall be provided such that variations in input voltage or output current shall not damage or degrade the operation of any console modules or components.

5.16.11 On-Off Switch - shall have a switch to turn input voltage on and off and have a power-on indicator.

5.17 Mechanical Requirements - The following specifications concern the mechanical aspects of the communications control console. The mechanical requirements of both the optional operator position furniture as well as the back-room common electronics are as follows.

5.17.1 Operator Position – Console Furniture - State supplied equipment may be installed in the operator position furniture along with the vendor's equipment. The State assumes the responsibility of installing the equipment in State supplied furniture. The vendor may bid the option to install the console. (All operator position furniture will be purchased separately.)

5.17.2 Labeling - All channels, controls and indicators shall be identified on the FPD screen. Keyboard switches which are used to control functions on the FPD should be clearly engraved to indicate their function. The identification shall show the purpose of the channel, control or indicator and be easily associated with the control or indicator. The legends or labels shall be designated by the user at the time of order.

5.17.3 Radio Channel and Receiver Voter Names - Each radio channel and or receiver voter channel shall be identified with an appropriate name - normally an abbreviation of the base station mountain top name and/or call sign which will be designated at the time of order. The FPD system shall be capable of displaying abbreviated names on the screen of at least eight characters in length. Merely giving a number to a radio channel or voter group is not acceptable.

5.17.4 Common Electronics- FPD Consoles - All common electronics shall be remotored from the console operator position. This equipment should be capable of remotoring up to 1000 ft. from the operator position. The design of the common electronics package shall reflect a heavy reliance on modularity of construction. This modularity shall permit the console to be expanded, diminished, or reconfigured in future years depending on increased functions or consolidation of hardware based on system modernization. All equipment



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

supplied shall either be mounted in 19 inch wide EIA standard 90 inch tall aluminum equipment racks which are drilled and tapped to EIA standards (RS-310C) or supplied in seven foot enclosed equipment cabinets. (Racks or cabinet mounting will be specified with each purchase order) All equipment shall be supplied with all the necessary mounting hardware. Access to electronics for maintenance and service shall be accomplished through sliding rail arrangements, hinged mounting racks or circuit board extenders. Where the use of circuit board extenders is required, two extenders per console shall be supplied.

5.18 Training

- 5.18.1 Technician Training - the successful Vendor shall provide separate pricing for comprehensive training on the equipment proposed. The training shall include discussion of the following subjects as a minimum:
- 5.18.1 (a) Theory of operation and circuit analysis of each equipment module, a complete console electronic package, and parallel operation of multiple consoles.
 - 5.18.1 (b) Troubleshooting procedures including fault isolation, terminal diagnostics, stage gain measurements, voltage tests, and other procedures to locate and replace faulty components.
 - 5.18.1 (c) Level setting and other adjustment procedures for each equipment module, a complete console electronic package, and parallel operation of up to eight consoles.
 - 5.18.1 (d) Programming of the central electronics cards and CRT positions.
- 5.18.2 Training Type and Location
- 5.18.2 (a) The training may be presented by either a resident instructor or a self-tutored training course.
 - 5.18.2 (b) If an instructor is used, he must be intimately familiar with the design, operation, and maintenance of the equipment model proposed.
 - 5.18.2 (c) The instructor shall present a training session in State supplied facilities at Phoenix, Arizona of at least 8 hours in duration. Actual dates for the class will be established by the purchasing agent. The training shall be completed within 130 days of receipt of purchase order.
 - 5.18.2 (d) If the successful vendor elects to supply a self-tutored training course, one such course shall be provided and will become property of the State. The course shall make use of textbooks, film strips, video tapes or other means to provide comprehensive self-training of the equipment model proposed.
- 5.18.3 Dispatcher Training - The successful vendor shall also provide 1-day training to the dispatchers of any purchasing agencies. This training shall cover the operational aspects of the equipment. In situations where the communications center is a twenty-four hour operation, it will be necessary to repeat the training for each shift during the day(s).
- 5.18.4 Instruction Books - the instruction books to be furnished by the vendor shall be complete with all pages securely fastened together. The instruction books shall incorporate as a minimum the following:
- 5.18.4 (a) Complete description and ordering information of each individual unit and/or sub-assembly. A material guide shall contain the replacement part numbers and description of all components used. The parts lists shall be associated with their respective chassis, module, or kit wherein they are found. A total listing of parts without such groupings will not be acceptable.
 - 5.18.4 (b) Complete intercabling diagram between each unit and/or sub-assembly.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 5.18.4 (c) Complete outline and drawings and dimensions as well as mounting dimensions of all equipment.
 - 5.18.4 (d) Voltage and resistance diagrams or tables of all units and/or sub-assemblies.
 - 5.18.4 (e) Complete level setting instructions in step by step tabular form for entire assembly and all components capable of being adjusted.
 - 5.18.4 (f) Parts location, drawings or pictorial, detailed top view of individual parts, units and/or sub-assemblies.
 - 5.18.4 (g) Operational block diagrams of individual units and/or sub-assemblies.
 - 5.18.4 (h) Complete schematic diagrams of individual units and/or sub-assemblies.
 - 5.18.4 (i) In addition to schematics, etc., the manual shall contain the theory of operation of all active devices and circuits in sufficient detail to facilitate servicing.
 - 5.18.4 (j) Drawings which are supplied must be reproduced by such means as to preclude fading to the point of illegibility if exposed to normal illumination for extended periods of time. A developed and fixed process or one of the various forms of printing by actual ink transfer are acceptable types.
 - 5.18.4 (k) In order to provide a complete manual containing all schematics, level setting information, and operating instructions, the contractor shall prepare all of the information in book form with no drawings larger than the page size of the book. Drawings, which must be larger than a single sheet for legibility may be photographically reduced so that they are no larger than 11 inches high or printed on fold-out sections. This manual shall contain an index of all schematics, charts, and diagrams to insure that pages have not been removed. Sufficient information shall be contained in the index to permit reordering lost or mutilated pages.
 - 5.18.4 (l) Two instruction manuals shall be furnished for every unit supplied and costs shall be included in the proposal price.
 - 5.18.4 (m) One typical instruction manual shall be supplied with the proposal.
- 5.19 Recommended Maintenance Equipment**
- 5.19.1 Any special meters, unique/non-standard test equipment, test cables, harnesses, circuit board extenders, or hand tools required for monitoring and/or maintenance of the communications control console electronic packages shall be listed separately with their itemized cost and shall be included in the total initial cost of the equipment.
- 5.20 Recommended Replacement Parts**
- 5.20.1 Because of the critical function the communications control console serves, vendors must be capable of supplying all electronic package parts, including individual components and mechanical and electrical assemblies used in the equipment supplied, within 48 hours. The vendor shall supply a list of recommended spares in his proposal response. The vendor shall include a complete set of these recommended spare modules as well as a spare of all other modules and power supplies with the initial console purchase. The cost for this spare module set shall also be priced as a separate line item in the proposal response.

6.0 Generators

- 6.1 AC/DC power generators operating with diesel, gasoline or propane fuel. Indoor and Outdoor installations systems capable of handling extreme temperature of -50 degrees F up to 150 degrees



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

F. This includes but is not limited to Transfer Switches, panels, monitoring services, and controlling accessories inclusive of timing and sensing functions with associated hardware and software.

6.2 Requirements

- 6.2.1 Proposed product(s) must be rated for industrial use, home-use styles of generators will not be considered.
- 6.2.2 The proposal should include product(s) options from 10kw up to 400kw.
- 6.2.3 Product(s) offered must include all alarming equipment and software for remote monitoring.
- 6.2.4 Product(s) offered must be able to supply simple network management protocol (SNMP) and contact closure alarms.
- 6.2.5 Product(s) offered must have programmable exercise timers that can be set to transfer load capability.

7.0 Back-up Batteries (Including Solar)

7.1 Specifications

- 7.1.1 Telecom Applications – the State and/or Co-op Agencies require long life batteries (both voltage and solar) to support Agency efforts for providing power in multiple public communications applications, including but not limited to data centers, network operation centers, wireless, Microwave and mobile centers.
- 7.1.2 Product types for procurement:
 - 7.1.2 (a) Modular Flooded Lead Acid
 - 7.1.2 (b) Modular Flooded Lead Acid
 - 7.1.2 (c) Mono-Block Valve Regulated Lead Acid
 - 7.1.2 (d) Portable Radio
- 7.1.3 Renewable/ Solar Energy Product offerings must include the following:
 - 7.1.3 (a) Benchmark data of Offeror's product to Industry Leading Life Cycle Data
- 7.1.4 Power Systems, DC Conversion
 - 7.1.4 (a) Inclusive of AC/DC converters, battery chargers, DC/DC converters, along with low voltage disconnect DC breakers, power distribution panels and any additional associated hardware and software needed to operate.
- 7.1.5 The proposal must include float rates for the products being offered.
- 7.1.6 Offeror proposal to include system and module configuration requirements.
- 7.1.7 Must meet all UL industry requirements
- 7.1.8 Must withstand Operating temperature beyond 150 degrees F and temperature that drop below -50 degrees F.
- 7.1.9 Must provide performance data to support product viability.

8.0 Prefab Communications Shelters

8.1 General

- 8.1.1 Equipment shelters of various sizes specifically designed and constructed for extreme installation locations and to be installed with minimal soil disruption and without site-build foundation. This includes all required accessories and appurtenances, including antenna mast, RF shielding and grounding systems.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 8.1.2 Vendor shall submit descriptive catalog product description to include all specifications.
- 8.2 Requirements**
- 8.2.1 Prefab Communications shelters must meet State and National regulations.
- 8.2.2 Offeror to submit proposal for multiple dimensions that are offered to State and local public safety Agencies.
- 8.2.3 Offeror's proposal must address recommendations for transportation and off-loading.
- 8.2.4 HVAC system requirements should be detailed in the proposal submitted.
- 8.2.5 Electrical requirement for each prefab communication shelter offering should be listed in the proposal.
- 8.2.6 Proposed lighting systems should be included in the offer.
- 8.3 Installation and service**
- 8.3.1 Offeror must provide on-site installation and set-up service as part of the proposal. This pricing should be included as separate line item within the pricing proposal.
- 8.3.2 R-56 standards must be followed in the proposed construction of any prefab communications shelters.
- 8.3.3 If on-site installation is required, Contractor(s) must be able to pass a background check.
- 8.4 Pricing**
- 8.4.1 Pricing should include discount off list catalog pricing plus additional options on an individual list item basis for upgrades that might add to discounted price listed in catalog.
- 8.5 Warranty**
- 8.5.1 All offerings must include a minimum five (5) year warranty period.

9.0 Service

- 9.1** The services that may be offered in correlation with the equipment listed above are categorized as follows:
- 9.2 Design/Engineering**
- 9.2.1 The Contractor(s) shall clearly define and communicate to the State what is specifically included in their Design Services.
- 9.3 Managed Services** - considered a service subscription.
- 9.3.1 The Contractor(s) shall clearly define and communicate to the State what is specifically included in their Managed Services. Examples of Managed Services include: 24x7x365 technical support, network monitoring, alarm monitoring, service ticket generation, performance management, system provisioning, system updates, end-to-end event monitoring, security monitoring, software maintenance and updates, annual preventative maintenance, and onsite support.
- 9.3.2 The Contractor(s) shall clearly define and communicate qualifications for any system or equipment being considered for Managed Services.
- 9.4 Field Service Repair and Maintenance** – considered as needed, or one-time services.
- 9.4.1 The Contractor(s) shall clearly define and communicate guaranteed time of repair or restoration and qualifications for any system or equipment being considered for maintenance support.
- 9.4.2 The Contractor(s) shall perform work in accordance with the manufacturer's recommendation to ensure it is performing to all defined technical and environmental specifications for the system.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

9.4.3 In addition to maintenance of new equipment purchases, the Contractor(s) shall also offer maintenance of legacy equipment. Legacy equipment defined as any existing public communications equipment and its associated supplies and/or accessories that have been purchased prior to the RFP issuance and resulting Contract Award.

9.5 Installation

9.5.1 Time of Purchase of new equipment

9.5.2 Previously purchased equipment

9.5.3 The Contractor(s) shall also conduct initial preventative maintenance ensuring performance begins at the optimal level.

9.6 Integration

9.6.1 Integration Services shall be offered at an hourly rate by the Contractor(s) unless otherwise specified in the SOW defined above as part of the equipment installation. The Contractor(s) shall clearly list and communicate to the State what is specifically included in their integration services, if applicable.

10.0 Consultation and Third-Party Oversight

- 10.1 The State is also looking to solicit proposals from qualified, vendor independent, full service firms who can provide third party oversight on behalf of the State of Arizona. Any offer of services must comply with the following:
- Demonstrate independence of any manufacturer, software provider, or vendor.
 - Demonstrate experience and knowledge of all aspects of public safety operations as they relate to communications and interoperability needs
 - Demonstrate mission critical communications system design experience in the public safety arena
 - Demonstrate knowledge and experience with contemporary and emerging wireless mission critical communications technologies utilized in the public safety arena including:
 - Mission critical radio systems-infrastructure, subscriber hardware, RF system design, radio propagation, frequency research
 - Microwave and RF control link design and specification
 - Voice logging
 - Paging and Alerting systems
 - Radio interoperability
 - Radio dispatch console systems
 - Demonstrate familiarity and expertise in FCC regulations, licensing and frequency availability research
 - Demonstrate in-house subject matter experts, telecommunications specialists, state and local policy experts, and project managers with APCO Project 25 implementation experience.
 - Demonstrate experience in the identification, evaluation and recommendation of appropriate sites and infrastructure for mission critical communications towers and facilities.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- Demonstrate experience in structured wiring plans and electrical and power system design relative to Public Safety and Mission critical RF systems.
- Demonstrate experience, establishing continuity of operations (COOP) plans, planning, and implementation of disaster recovery solutions, and establishing supporting standard operating procedures (SOPs) and policies that enhance system reliability, resiliency, and redundancy.
- Demonstrate experience with providing consulting, systems engineering and architecture services for both urban and rural mission critical communications systems.
- The firm must have at least one telecommunications specialist certified in industry accepted site standards such as Motorola R56.
- The firm must demonstrate that it follows accepted industry standards (i.e., Project Management Institute) standards and practices for management of projects.
- The firm must demonstrate knowledge in the trends and directions of mission critical radio networks, automated systems, facilities and operations.
- Demonstrate experience and capability of providing ongoing service and support throughout the lifecycle of network and associated devices and peripherals

EXHIBITS TO THE SCOPE DOCUMENT

NO EXHIBITS FOR THIS SOLICITATION

End of section 2-A



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

SECTION 2-B: Pricing Document

1.0 Compensation

Contractor will be compensated for the satisfactorily carrying out its obligations under the Contract by the method indicated by the “●” mark below:

●	Contracted Labor Rates (refer to paragraph 1.13 below)
●	Discount Off List or Catalog (refer to paragraph 1.25 below)

1.1 CONTRACTED LABOR RATES. The contracted labor rates are the fully-burdened and marked-up billing rates for Contractor’s labor scheduled in Exhibit 1 to this Pricing Document.

1.1.1 The rates are deemed to be inclusive of the actual gross wages plus all:

- (a) applicable payroll taxes, non-payroll employer burden, workers’ compensation contributions and health and welfare benefit contributions;
- (b) retirement or other pension contributions, vacation, sick time or other paid leave allowances and the like;
- (c) required home office support, corporate or subordinate licenses or registrations, corporate insurance, professional association fees, advertising, time and travel by any of Contractor’s personnel other than billable personnel and any bonuses or other incentives for all personnel (including billable Personnel);
- (d) insurance coverages to be provided by Contractor under the Contract; and
- (e) profit.

1.1.2 The rates are not subject to overtime or other premium time unless expressly stated otherwise in the Pricing Document or a relevant Annex thereto.

1.1.3 The rates include all transaction privilege and other sales/use taxes, including any gross receipts taxes on services, unless expressly stated otherwise in the Pricing Document or a relevant Annex thereto.

1.1.4 Reimbursable items consist of three components:

- (a) *Site Services, Logistics, and Utilities*. State and Contractor shall each provide those items of site services, logistics and utilities that are assigned to them in Attachment 4 to this Pricing Document. Excluding only those item expressly indicated as being provided by State, provided by others, or a reimbursable item, Contractor shall provide all services, equipment, tools, and logistics necessary for its personnel and otherwise as required to carry out the Work and compensation for all those is deemed to be included in the contractual fee mark-up (if any applies).
 - i. For items indicated to be paid on a “unit rate” basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is “at risk” for costs it incurs that are in excess of the extended value unless State has issued a Change Order for the excess.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- ii. For items indicated to be paid on a “cost” basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices and timesheets (if applicable).
 - iii. For items indicated to be paid on a “lump sum” basis, Contractor shall request payment for the completed proportion of such items at least monthly.
- (b) *Personnel-Related Expenses.* State will only reimburse for those items of personnel-related expense expressly indicated in Attachment 4 to this Pricing Document as a reimbursable item, and it is agreed that the costs of all other such expenses applicable to its personnel and otherwise as required to carry out the Work are adequately compensated in the contractual fee mark-up (if any applies).
 - i. For items to be paid on a “unit rate” basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is “at risk” for costs it incurs that are in excess of the extended value unless State has issued a Change Order for the excess).
 - ii. For items to be paid on a “cost” basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices (if applicable). All reimbursements shall be strictly subject to State’s travel policy, which is available at <https://gao.az.gov/travel>.
 - iii. Contractor must obtain State’s written approval prior to booking or going on any reimbursable travel.
 - iv. Contractor will be reimbursed at the current Travel Policy rates.
 - v. Contractor shall itemize all per diem and lodging charges.
 - vi. For items to be paid on a “lump sum” basis, Contractor shall request payment for the applicable proportion of such items at least monthly.
- 1.2 DISCOUNT OFF LIST OR CATALOG. A discount off list or catalog means a percentage discount to be applied to a base price for from one or more contractually-established price lists against published catalogs. The applicable discounts are scheduled in Exhibit 1 to this Pricing Document.
 - 1.2.1 Unless specified otherwise in the Pricing Document, base price is the price that is most widely offered to general customers at the time of the Order.
 - 1.2.2 The catalogs used to establish base price are specified otherwise in the Pricing Document. If nothing is so specified, then the commercially available catalogs published by Contractor or Subcontractor to a dealer or reseller network for the covered materials or services are to be used.
 - 1.2.3 Each catalog must:
 - (a) bear the applicable State contract number;
 - (b) list all materials or services Contractor is authorized to sell under the Contract;
 - (c) not contain any items that are excluded from the Contract;
 - (d) provide ordering information and contact information for customer support.
 - 1.2.4 Each catalog and its accompanying price list must include for each item:
 - (a) a part or model number, if applicable;
 - (b) a complete and accurate description of the item;



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- (c) the manufacturer's suggested retail price (MSRP) or Contractor's list price;
- (d) a stock keeping unit (SKU) number (SKU), if applicable;
- (e) the item's unit of measure (UOM), if applicable; and
- (f) the quantity in the unit of measure (QUOM), if applicable.

1.2.5 Contractor shall provide and maintain concurrent and identical electronic and hardcopy versions of all contracted price lists and catalogs.

- (a) The electronic versions are to be provided as an Amendment to the Contract.
 - i. State, at its discretion, may host Contractor's electronic price lists and catalogs directly, or may link through ProcureAZ as a punch-out.
 - ii. Regardless of the number and types of links to Contractor's electronic price lists and catalogs, Contractor shall ensure that all Eligible Agencies and Co-Op Buyers are only able to access one unified set of data.
- (b) Contractor shall supply sufficient, current hardcopy catalogs and price lists price lists to applicable Eligible Agencies at Contract commencement, and provide prompt hardcopy notice of any changes to list/catalog holders as they occur. Contractor shall not change State or any Eligible Agency (or any Co-Op Buyer, if applicable) for lists/catalogs or updates.

2.0 Pricing

2.1 **CONTRACTOR'S BEST PRICING.** Supplier warrants that, for the term of the Contract, the prices and discounts set out in Exhibit 1 to this Pricing Document, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

- 2.1.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.
- 2.1.2 If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.
- 2.1.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

2.2 **PRICING-ALL-INCLUSIVE:**

- 2.2.1 Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

2.3 **PRICE INCREASES:**



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

2.3.1 The SPO may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.

- (a) Initial Contract prices will be honored for one year after award of Contract.
- (b) All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.
- (c) All price adjustments will be implemented by a formal contract change order. State shall determine whether the requested price increase or an alternate option is in the best interest of State.

2.4 PRICE REDUCTIONS:

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

2.5 ADDITIONAL CHARGES:

2.5.1 Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract. All additional work shall be approved by Eligible Agency in advance and be in accordance with the contract rate.

2.6 TRAVEL.

2.6.1 Contractor shall get written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at <https://gao.az.gov/travel>. The Eligible Agency shall reject any claim for travel reimbursement without prior written approval.

2.7 DELIVERY

2.7.1 Unless stated otherwise in the contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

3.0 Funding

No particular funding considerations apart from paragraph 4.3 of the Uniform Terms and Conditions [Availability of Funds] have been identified as of the Solicitation date.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

4.0 Invoicing

4.1 INVOICES GO TO BUYING ENTITY. Contractor shall submit all billing notices or invoices to the ordering Eligible Agency or Co-Op Buyer at the address indicated on the applicable Order document.

4.2 MINIMUM INVOICE REQUIREMENTS. Every invoice must include the following information:

Item	Required
Bill-to name and address	●
Contractor name and contact information	●
Remit-to address	●
State contract number	●
Order number (typically the ProcureAZ PO #)	●
Invoice number and date	●
Date the items shipped or services performed	●
Applicable payment terms	●
Contract line item number	●
Contract line item description	●
Quantity delivered or performed	●
Line item unit of measure	●
Item price	●
Extended pricing	●
Discount off list or catalog	●
Taxes (<i>as a separate invoice line item</i>)	●
Upcharge shipping/freight, etc. (<i>as a separate invoice line item</i>)	Materials only
Total invoice amount due	●

4.3 NO INVOICE WITHOUT AUTHORIZATION. Contractor shall not seek payment for any:

1. Materials or Services that have not been authorized on an acknowledged Order;
2. expediting, overtime, premiums, or upcharges absent State's express prior approval; or
3. Materials or Services that are the subject of a Contract Amendment or Change Order that has not been fully signed.

4.4 PRE-INVOICE REVIEW. Upon Eligible Agency request and shortly before Contractor is scheduled to submit each invoice, the parties' representatives shall meet informally to review any issues relevant to that upcoming invoice so that the formal invoice process is thereby facilitated and made more efficient.

4.5 SUBMITTING INVOICES. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form provided or required by the ordering Eligible Agency or Co-Op Buyer. Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 4.6 DEFECTIVE INVOICES. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Agency or Co-Op Buyer may, at its discretion, reject any materially defective invoice.
- 4.6.1 The ordering Eligible Agency or Co-Op Buyer shall notify Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.
- 4.6.2 Invoices will be deemed automatically rejected upon delivery if they:
- 4.6.2 (a) are sent to an incorrect address;
 - 4.6.2 (b) do not reference the correct State contract number; or
 - 4.6.2 (c) are payable to any Person other than the Contractor.
- 4.6.3 The ordering Eligible Agency or Co-Op Buyer will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.
- 4.7 INVOICING FOR TASK ORDERS. For task order Services, invoices must include the following information as applicable to the relevant task order being invoiced against:
1. substantiation of hours worked using:
 - a. a detailed daily timesheet;
 - b. itemization to the task level; and
 - c. breakdown by service area (if the Contract covers more than one area) and Contract Amendment (if any apply);
 2. authorizations and receipts for all allowable reimbursable items being invoiced; and
 3. Contractor's certification that the invoice has been examined and to the best of Contractor's knowledge and belief the invoiced amounts are entitled, correct, and accurate as can be demonstrated by the contractually-required books and records upon State's demand.

5.0 Payments

- 5.1 PAYMENT. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 18.1 of the Special Terms and Conditions
- 5.2 JOINT CHECKS OR DIRECT PAY. applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.
- 5.3 RECOVERY OF OVER-PAYMENT. If applicable Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.
- 5.4 PAYMENTS TO SUBCONTRACTORS. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.
- 5.5 PURCHASING CARD. applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.
- 5.6 AUTOMATED CLEARING HOUSE. applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:

<https://gao.az.gov/afis/vendor-information>

End of Section 2-B



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

SECTION 2-C: Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1.0 Definition of Terms

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

1.1. Co-Op Buyer

“Co-Op Buyer” means a member of the State Purchasing Cooperative that has entered into a “Cooperative Purchasing Agreement” with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, “Co-Op Buyer” is to be construed as encompassing “eligible procurement unit” under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, “non-profit organizations” are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.

1.2. Eligible Agency

If the Special Terms and Conditions indicates that the Contract is a “single-agency” contract, then “Eligible Agency” means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a “statewide” contract, then “Eligible Agency” means any State of Arizona department, agency, university, commission, or board.

2.0 Contract Interpretation

No modifications to uniform terms and conditions section

3.0 Contract Administration and Operation

3.1 Term of Contract

The term of the Contract will commence on the date indicated on the Acceptance and continue for five (5) years with an optional additional five (5) year term with annual renewal(s) for a total max term of ten (10) years unless canceled, terminated, or permissibly extended.

3.2 Statewide Contract Provisions

The Contract is a “statewide” contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a “statewide” contract hereunder.

The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be construed as a “delivery order” sub-type of ID/IQ contract to the extent the Work is Materials, and a “task order” sub-type to the extent the Work is Services.

1. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

<https://spo.az.gov/procurement-services/cooperative-procurement/coop-usage-report>

2. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).
3. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:
<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>
4. Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Purchase Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:
<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>
5. Contractor shall acknowledge each Purchase Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) "approving" the Purchase Order electronically in ProcureAZ, which will indicate Contractor's unqualified acceptance of the Purchase Order as-issued; or (b) "rejecting" the Purchase Order electronically in ProcureAZ, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which Contractor may reject or refuse a Purchase Order are those set out in subparagraph 3.12.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Purchase Order in ProcureAZ, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Purchase Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in ProcureAZ within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Purchase Order in ProcureAZ and if it does so the rejection will be void.
6. Contractor shall acknowledge each Purchase Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Purchase Orders from Co-Op Buyers create no obligation on State's part, since they are entirely



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

3.3 Multiple-Use Provisions

Eligible Agencies may issue Purchase Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in ProcureAZ. Purchase Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Purchase Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Purchase Order in any of the following ways:

1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Purchase Order using those prices (e.g., filling out a purchase order form), and sending it to Contractor.
2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Purchase Order if and when reaching agreement.
3. As described in (2) above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.
4. As described in (3) above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

When evaluating the proposals under (3) and (4) above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.

4.0 Costs and Payments

4.1 Proposal Costs

Costs Incurred During Proposal Development. The State will not be responsible for any cost incurred during the period of proposal development, including but not limited to On-Site Visits, Pre-Offer Conferences, Demonstrations and any other costs incurred by the Offeror in preparation for Bid Offering.

5.0 Contract Changes

No modifications to uniform terms and conditions section.

6.0 Risk and Liability

6.1 Contractor Insurance

Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers,



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

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

Insurance Requirements

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

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

Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability (CGL) – Occurrence Form

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

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Damage to Rented Premises	\$50,000
• Each Occurrence	\$2,000,000

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

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

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

- Combined Single Limit (CSL) \$1,000,000

Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. **Workers' Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
 - o Each Accident \$1,000,000
 - o Disease – Each Employee \$1,000,000
 - o Disease – Policy Limit \$1,000,000

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

4. **Professional Liability (Errors and Omissions Liability)**

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

4. **Technology Errors & Omissions Insurance**

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.

Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.

In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

5. **Network Security (Cyber) and Privacy Liability**

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6. Installation Floater

- Coverage amount is \$___ TBD At Award

Policy shall contain an Additional Insured endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.

The State of Arizona and the Department shall be named as loss payee as its interest may appear.

Coverage shall be written on an all risk, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing/commissioning.

Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Arizona, has an insurable interest in the property required to be covered.

Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State of Arizona.

The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, testing and commissioning, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.

Policy shall contain a Waiver of Subrogation endorsement, as required by written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by the Contractor for the State of Arizona.

Contractor is responsible for the payment of all deductibles under the Installation Floater.

Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation

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

Acceptability of Insurers

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

Verification of Coverage

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

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

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Exceptions

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

7.0 Warranties

No modifications to uniform terms and conditions section.

8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section.

9.0 Contract Termination

No modifications to uniform terms and conditions section.

10.0 Contract Claims

No modifications to uniform terms and conditions section.

11.0 General Provisions for Products

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| 11.1 Applicability | Article 11 applies to the extent the Work is or includes Materials. |
| 11.2 Off-Contract Materials | Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Purchase Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such purchase orders from occurring, Contractor is responsible for not accepting any such Purchase Orders; State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Purchase Order under subparagraph 11.18, in either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract. |
| 11.3 Compensation for Late Deliveries | Contractor shall have clear, published policies in place regarding late delivery, purchase order cancelation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies that are likely to need them. |
| 11.4 Indicate Shipping Costs on Purchase Order | If shipping cost is additional to the contracted price or rate for an item, the Contractor shall identify the shipping cost it intends to add for shipping, as a separate line item on the price quote provided to ASDB. The Contractor shall also provide the required substantiating documentation for the shipping cost with the price quote. If ASDB approves paying a shipping cost, ASDB will list the agreed upon shipping cost as a line item on their Purchase Order, when it is issued. If there is no additional shipping cost, the Contractor shall indicate on the price quote that shipping is included in the Purchase Order price. |
| 11.5 Current Products | Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract. |



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

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| 11.6 Maintain Comprehensive Selection | Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Pricing Document. |
| 11.7 Additional Products | State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of (b) typically requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products. |
| 11.8 Discontinued Products | If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones (with demonstration being as described in subparagraph 11.7). |
| 11.9 Forced Substitutions | Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract. |
| 11.10 Recalls | In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Purchase Order referencing the affected Purchase Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall. |
| 11.11 Delivery | 11.11.1 PRICING. Unless stated otherwise in the Pricing Document, all Materials prices set forth therein are FCA (seller's dock) Incoterms®2010, with "seller's dock" meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.O.B. Origin, Contractor's Facility" under FAR 52.247-30. |



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

11.11.2 **LIABILITY.** Unless stated otherwise in the Pricing Document or an Purchase Order, Contractor's liability for all Materials is DDP (State-designated receiving point per Purchase Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to "F.O.B. Destination, Within Consignee's Premises" under FAR 52.247-35.

11.11.3 **PAYMENT.** Unless stated otherwise in the Pricing Document or an Purchase Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Purchase Order) and FCA (seller's dock) with no mark-up, which Contractor shall itemize and invoice separately.

11.12 Delivery Time

Unless stated otherwise in the Pricing Document generally or in the applicable Purchase Order particularly, Contractor shall make delivery within 2 (two) weeks or earlier after receiving each Purchase Order. If Contractor is unable to make delivery within 2 (two) weeks after receiving the Purchase Order, the Contractor will communicate expected delivery time to Eligible Agency within 24 hours after Purchase Order.

11.13 Delivery Locations

Contractor shall offer deliveries to every location served under the scope of the Contract, specifically:

1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;
2. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;
3. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency location that is not in the excluded areas; and
4. if the Contract is for unrestricted statewide use, then:
 - a) Contractor shall deliver to any Eligible Agency anywhere in Arizona;
 - b) if the Pricing Document indicates defined delivery areas and prices, those always apply unless the Purchase Order expressly states otherwise and Contractor accepts it.

11.14 Conditions at Delivery Location

Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Purchase Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions.

11.15 Materials Acceptance

State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

11.16 Correcting Defects

Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials.

1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.
2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [Right of Offset] of the Uniform Terms and Conditions.
3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

11.17 Returns

State may, at its discretion, return for full credit and with no restocking charges any delivered Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within 30 (thirty) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for paying freight, delivery, or transit insurance costs to return the products and may, at its discretion, either have those billed directly to Contractor or offset them under paragraph 8.5 [Right of Offset] of the Uniform Terms and Conditions.

11.18 Purchase Order Cancellation

State may cancel Purchase Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels an Purchase Order, then State shall:

1. pay Contractor for any portion of the Materials and Services from that Purchase Order that have been properly delivered or performed as of the cancellation effective date plus 1 (one) additional business day;
2. reimburse Contractor for:
 - a) its actual, documented costs incurred in fulfilling the Purchase Order up to the cancellation effective date plus 1 (one) additional business day; and
 - b) the cost of any obligations it incurred as of the cancellation effective date plus 1 (one) additional business day that demonstrably cannot be canceled, or that have pre-established cancellation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

3. contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice plus 1 (one) business day or for any lost profits or opportunity.

By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Purchase Order.

11.19 Product Safety

Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.

11.20 Hazardous Materials

Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor's responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup.

12.0 General Provisions for Services

12.1 Applicability

Article 12 applies to the extent the Work is or includes Services.

12.2 Comprehensive Services Offering

Contractor shall provide the comprehensive range of services for which a price is established in the Pricing Document for ordering by Eligible Agencies, and Co-Op Buyers if co-op buying applies.

12.3 Additional Services

State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.

12.4 Off-Contract Services

Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Purchase Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such purchase orders from occurring, Contractor is responsible for not accepting any such Purchase Orders. State may, at its discretion, cancel any such Purchase Order without obligation. As used above, "off-contract service" refers to any



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.

12.5 Removal of Personnel

Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.

12.6 Transitions

During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or purchase orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition, State may permit Contractor (outgoing) to complete work or purchase orders in progress to ease the transition as is safest and most efficient in each instance.

12.7 Accuracy of Work

Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.

12.8 Requirements at Services Location

Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Purchase Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.

12.9 Services Acceptance

State has the right to make acceptance of Services subject to acceptance criteria. State may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for un-accepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection.

12.10 Corrective Action Required

Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

1. Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).
2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.
3. Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.

13.0 Data and Information Handling

13.1 Applicability

Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

13.2 Data Protection and Confidentiality of Information

Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
2. Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.

13.3 Personally Identifiable Information.

Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees' or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract.

For purposes of this paragraph:

1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information*; and
2. "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

NOTE (1): For convenience of reference only, the OMB memorandum is available at:



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

<https://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf>

NOTE (2): For convenience of reference only, the GSA directive is available at:

<http://www.gsa.gov/portal/directive/d0/content/658222>

13.4 Protected Health Information

Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;
2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in (1) above; and
3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in (1) above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at:

<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

14.0 Information Technology Work

14.1 Applicability

Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined in A.R.S. § 41-3501(6) 6: "... computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.

14.2 Background Checks

Each of Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S. § 41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.

14.3 Information Access

- 14.3.1 SYSTEM MEASURES. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.
- 14.3.2 INDIVIDUAL MEASURES. Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.
- 14.3.3 ACCESS CONTROL. Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.

14.4 Pass-Through Indemnity

- 14.4.1 INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.
- 14.4.2 NOTIFY OF CLAIMS. State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:
- (a) State reserves the right to elect to participate in the action at its own expense;
 - (b) State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and
 - (c) State shall in any case cooperate in the defense and any related settlement negotiations.

14.5 Systems and Controls

In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

14.6 Redress of Infringement

- 14.6.1 REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Contractor shall at its sole cost and expense and in consultation with State either:
- (a) replace any infringing items with non-infringing ones;
 - (b) obtain for State the right to continue using the infringing items; or
 - (c) modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.
- 14.6.2 CANCELLATION OPTION. In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Purchase Order or terminate the Contract and Contractor shall take back the infringing items. If State does cancel the Purchase Order or terminate the Contract, Contractor shall refund to State:
- (a) for any software created for State under the Contract, the amount State paid to Contractor for creating it;
 - (b) for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and
 - (c) for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.



Request for Proposal

Solicitation No.
ADSP019-00008376
Description:

Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

14.6.3. EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:

- (a) modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;
- (b) operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or
- (c) combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

14.7 First Party Liability Limitation

14.7.1 LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of \$1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.

14.7.2 PROVISOS. This paragraph 14.7 limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph 14.7 does not limit liability arising from any:

- (a) Indemnified Claim against which Contractor has indemnified State Indemnitees;
- (b) claim against which Contractor has indemnified State Indemnitees; or
- (c) provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

14.7.2 PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Purchase Order (or if no Purchase Order applies), then "purchase price" in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all change orders or other forms of Contract Amendment having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Purchase Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Purchase Order.

14.7.3 NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

14.8 Information Technology Warranty

14.8.1 SPECIFIED DESIGN. Where the Scope of Work for information technology Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

- (a) modified or altered by anyone not authorized by Contractor to do so;
- (b) maintained in a way inconsistent to any applicable manufacturer recommendations; or
- (c) operated in a manner not within its intended use or environment.

14.8.2 COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

- (a) to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;
- (b) the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and

- (c) it will provide a new or clean install of any COTS software that State has reason to believe contains harmful code.

14.8.3 PAYMENT HAS NO EFFECT. The warranties in this paragraph are not affected by State's inspection, testing, or payment.

14.9 Specific Remedies

Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability. If none of the foregoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

14.10 Section 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

14.11 Cloud Applications

The following are required for Contractor of any "cloud" solution that hosts State data outside of the State's network, or transmits and/or receives State data.

1. Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: <https://aset.az.gov/resources/policies-standards-and-procedures>, and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.
2. State reserves the right to conduct Penetration tests or hire a third party to conduct penetration tests of the Contractor's application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.
3. Contractor must submit copy of system logs from cloud system to State of AZ security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

15.0 Agency Contract Administration and Operations – Department of Corrections

15.1 Drug Testing Program

The Contractor shall implement a drug and alcohol testing program for applicants, employees and volunteers, at no additional cost to the Department. The Contractor shall ensure that all subcontractors implement the same drug and alcohol testing program required by the Department. The program shall meet the requirements of Department Order 522, Drug-Free Workplace.

15.2 Department Policies and Procedures

The contractor shall follow all Department policies, procedures and Department Orders (DO) and Directors Instruction (DI) i.e., drug-free workplace, dress code, grooming, etc. The policies, procedures, DO and DI are available on the following website www.azcorrections.gov.

15.3 Notice Warning

Any person who takes into or out of or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including, employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles,

Authority

A.R.S. §13-2501:

A.R.S. §13-2505

ADC Department Order 708

15.4 Contraband

Contraband means any dangerous drug, narcotic drug, intoxicating liquor or any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e., marijuana, nonprescription medications, etc.)

Promoting prison contraband A.R.S. § 13-2505:

A person, not otherwise authorized by law, commits promoting prison contraband:

- a. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- b. By knowingly conveying contraband to any persons confined in a correctional facility; or
- c. By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Promoting Prison Contraband is a Class 5 felony.

Authority

A.R.S. § 13-2501

A.R.S. § 13-2505

ADC Department Order 70814.4.2

15.5 Rules and Regulations

15.5.1 Attention of the Offerors is called to the requirements specified in **Attachment 6**, Rules for Non-Employees of the Department of Corrections in Arizona State Prison Complexes which shall be adhered to in all respects.

15.5.2 Should the Contractor require signatures of other parties such as subcontractor or persons directly or indirectly employed by the Contractor, it shall be the Contractor's responsibility to obtain such signatures. The signed document must be submitted within ten (10) days of notification of intent to award.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

15.6 Unlawful Sexual Conduct

- 15.6.1 A person – who is employed by the State Department of Corrections or the Department of Juvenile Corrections; is employed by a private prison facility or a city or county jail; Contracts to provide services with the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail; is an official visitor, volunteer or agency representative of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail – commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county.
- 15.6.2 This section does not apply to a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to the State Department of Corrections or was incarcerated in a city or county jail.
- 15.6.3 Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.
- 15.6.4 Unlawful sexual conduct; correctional facilities; classification; Definition A.R.S. §13-1419.

15.7 Federal Prison Rape Elimination Act 2003

- 15.7.1 The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003.14.7.2

End of Section 2-C



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

SECTION 2-D: Uniform Terms and Conditions

Version 2018 (2/1/2018)

1.0 Definition of Terms

- 1.1 Acceptance** "Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract.
- 1.2 Accepted Offer** If State did not request a Revised Offer, then "Vendor Offer" means the Initial Offer.
If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer.
If State requested a Best and Final Offer, then "Accepted Offer" means the latest Best and Final Offer.
- 1.3 Arizona Procurement Code; A.R.S.; A.A.C.** The "Arizona Procurement Code, "A.R.S.," and "A.A.C." refers to Arizona Revised Statutes ("A.R.S.") § 41-2501, *et seq.*, and the rules promulgated thereunder, Arizona Administrative Code ("A.A.C.") R2-7-101, *et seq.*
- 1.4 Arizona TPT** "Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at:
<https://www.azdor.gov/business/transactionprivilegetax.aspx>.
- 1.5 Attachment** "Attachment" means any item that:
4. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO);
 5. was attached to an Offer when submitted; and
 6. was included in the Accepted Offer.
- 1.6 Contract** "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments or authorized Purchase Orders.
- 1.7 Contract Amendment** "Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. Only the Procurement Officer responsible for this Contract has the authority to modify or amend this Contract. In ProcureAZ, the term "Change Order" has the same meaning as "Contract Amendment".
- 1.8 Contract Terms and Conditions** "Contract Terms and Conditions" means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.
- 1.9 Contractor** "Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.
- 1.10 Contractor Indemnitor** "Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, volunteers or Subcontractors.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 1.11 eProcurement System (currently ProcureAZ)** “eProcurement System” means State’s official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy. This eProcurement System may be subject to change. The State’s current eProcurement system is “ProcureAZ.” The current version of the ADOA policy regarding the State’s eProcurement System is *Technical Bulletin No. 020, ProcureAZ – The Official State eProcurement System*.
- NOTE (1): Technical Bulletin No. 020 is available online at:
<https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>
- NOTE (2): The URL for ProcureAZ itself is:
<https://procure.az.gov/>
- 1.12 Gratuity** “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.13 Indemnified Basic Claims** “Indemnified Basic Claims” means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorney fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.2.
- 1.14 Instructions to Offerors** “Instructions to Offerors” is Section 3-a of Part 3 of the Solicitation Documents.
- 1.15 Materials** “Materials” has the meaning given in A.R.S. § 41-2503(7). Materials includes software, except that if software is sold or provided as a service, then to the extent it consists of encoded information or computer instructions it is included in “Materials” and to the extent it is a service it described in “Services” below.
- 1.16 Offer: Initial Offer; Revised Offer; Best and Final Offer (BAFO)** “Initial Offer” means, per A.A.C. R2-7-101(33), Offeror’s proposal submitted to State in response to the Solicitation, as initially submitted.
- “Revised Offer” means any revised versions of the Initial Offer that Offeror has submitted to State at State’s request as permitted under A.A.C. R2-7-C314 and R2-7-C315.
- “Best and Final Offer” (“BAFO”) means, per A.A.C. R2-7-101(8), the Revised Offer submitted after negotiations have been completed that contain Offeror’s most favorable terms for price, service, and products to be delivered.
- Reference to “an Offer,” “the Offer,” or “your Offer” means any of the Initial Offer, a Revised Offer, or the Best and Final Offer.
- 1.17 Pricing Document** “Pricing Document” means Section 2-B of Part 2 of the Solicitation Documents, provided that, if there is no such Section in the Contract, then “Pricing Document” is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
- 1.18 Procurement Officer** “Procurement Officer” means the person, or his or her designee, who has been duly authorized by the State to enter into and administer the Contract and to make written determinations with respect to the Contract. Procurement Officer is as identified on the Acceptance unless subsequently changed by Contract Amendment.
- 1.19 Purchase Order** “Purchase Order” means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Purchase Order or many Purchase Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being a “Purchase Order”:
1. “Release” or “Release Purchase Order” in ProcureAZ;



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

2. "task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in ProcureAZ; or
 3. "purchase order" for buying by Co-Op Buyers, if co-op buying applies.
- 1.20 Services** "Services" has the meaning given in A.R.S. § 41-2503(35), Services include the service aspects of software described in the definition of "Materials" above.
- 1.21 Specification** "Specification" has the meaning given in A.R.S. § 41-2561. Specifications (if any are included in the Contract), are indexed in the Scope of Work and could be bound separately from the other documents forming the Contract.
- 1.22 State** With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Purchase Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Purchase Order.
- 1.23 State Fiscal Year** "State Fiscal Year" means the period beginning with July 1 and ending June 30.
- 1.24 State Indemnitees** "State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.
- 1.25 Subcontract** "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party, delegating, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.26 Subcontractor** "Subcontractor" has the meaning given in A.R.S. § 41-2503(38).
- 1.27 Work** "Work" means the totality of the provision of Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2.0 Contract Interpretation

- 2.1 Arizona Law** The Contract is governed by, and is to be interpreted in accordance with, the laws of the State of Arizona, including, but not limited to the Arizona Procurement Code, without consideration of conflict of laws principles.
- 2.2 Implied Terms** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence** **COMPLEMENTARY DOCUMENTS.** All of the documents forming the Contract are complementary and all provisions are to be interpreted as a single, united Contract. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.
- CONFLICTS.** In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, the Contract documents and their provisions are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions within the same sub-section below, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.
- (a) Contract Amendments;
 - (b) the Solicitation Documents, in the order:
 - (1) Special Terms and Conditions;
 - (2) Exhibits to the Special Terms and Conditions;



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- (3) Uniform Terms and Conditions;
- (4) Scope of Work;
- (5) Exhibits to the Scope of Work;
- (6) Pricing Document;
- (7) Exhibits to the Pricing Document;
- (8) Specifications; and
- (9) any other documents referenced or included in the Solicitation;
- (c) Orders, in reverse chronological order; and
- (d) Accepted Offer.

2.4 Severability

The provisions of this Contract are severable to the extent allowed under Arizona Contract Law. Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the Contract and will not affect any other term or condition of the Contract..

2.5 Complete Integration

The Contract, including any documents incorporated into the Contract by reference and any authorized Contract Amendments and Orders, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract. No course of prior dealings between the parties shall supplement or explain any terms used in this document and no other understanding either oral or in writing can independently bind the State to changes to the Contract.

2.6 Independent Contractor

Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

2.7 No Waiver of Rights

Either party's failure to insist on strict performance of any term or condition of the Contract is not, and is not to be construed as being, nor will it be deemed, a waiver of that term or condition or a bar to, or diminishment of the right of, subsequent enforcement of any term or condition.

3.0 Contract Administration and Operation

3.1 Books and Records; Audit

- 3.1.1 RETAIN RECORDS. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.
- 3.1.2 RIGHT TO AUDIT. The retained books and records are subject to audit by State during that period. By A.R.S. § 35-214 and-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.
- 3.1.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.1.1 and 3.1.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities. Any person who obstructs or impairs an audit being conducted or about to be conducted in relation to and Contract or Subcontract with the State may be found guilty of a Class 5 Felony under A.R.S. § 35-215.

3.2 Non-Discrimination

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

3.3 Contractor Licenses

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.

3.4 Inspection and Testing

By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor's or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are to be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

3.5 Notices and Correspondence

3.5.1 TO CONTRACTOR. State shall:

- (a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding ProcureAZ Vendor Profile; and
- (b) address notices to Contractor to the "Contractor Name and Title" at the "Mailing Address" indicated in the Contract

3.5.2 TO STATE. Contractor shall :

- (a) address all Contract correspondence, other than notices, to the email address indicated in "Contact Instructions" in the ProcureAZ Summary for State; and
- (b) address any required notices to State to Procurement Officer identified as "Purchaser" in the ProcureAZ Summary at the following mailing address:

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

3.5.3 CHANGES. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.

3.6 Signing of Contract Amendments

Contractor's counter-signature – or "approval" in ProcureAZ, in the case of a Change Order – is not required to give effect if the Contract Amendment only covers either:

4. extension of the term of the Contract within the maximum aggregate term;
5. revision to Procurement Officer appointment or contact information; or
6. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in (1), (2), and (3) above, both parties' signature – or "approval" in ProcureAZ, in the case of a Change Order – are required to give it effect.

3.7 Click-Through Terms and Conditions

If either party uses a web based ordering system, an electronic purchase order system, an electronic purchase order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor hereby acknowledges and agrees that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.8 Ownership of Intellectual Property

- 3.8.1 **RIGHTS IN WORK PRODUCT.** All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.
- (a) "Government Purpose Rights" are:
- i. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;
 - ii. the right to release or disclose that work product to third parties for any State government purpose; and
 - iii. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.
- (b) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.
- 3.8.2 **JOINT DEVELOPMENTS.** The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- 3.8.3 **PRE-EXISTING MATERIAL.** All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.8.1 above, and will remain the exclusive property of Contractor, provided that any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product.
- 3.9 **Subcontracts**
- 3.9.1 **INITIAL LIST.** At the time of Contract execution, Contractor may have listed prospective Subcontractors in Attachment 3-C to the Vendor Offer [*Proposed Subcontractors*]. If a Subcontractor is on this initial list in a Vendor Offer, then the Contractor has the Procurement Officer's advance consent to enter into a Subcontract with each listed candidate.
- 3.9.2 **ADDITIONAL NAMES.** Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on Attachment 3-C at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

3.9.3 FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.10 E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. Contractor acknowledges and agrees that under A.R.S. § 41-4401, State retains the legal right to inspect papers of any Contractor employee who works under the Contract to ensure compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract.

3.11 Offshore Performance of Certain Work Prohibited Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.

3.12 Purchase Orders

3.12.1 PURCHASE ORDER SUFFICIENCY. A Purchase Order issued by an authorized person that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Purchase Order.

3.12.2 PURCHASE ORDER TERMS. All Purchase Orders are subject to the Contract Terms and Conditions; a Purchase Order cannot modify the Contract Terms and Conditions.

3.12.3 PURCHASE ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Purchase Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Purchase Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Purchase Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.

3.12.4 SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Purchase Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract and (b) the Contract was created in ProcureAZ as something other than a "Master/ Blanket" type.

3.12.5 NO MINIMUMS OR COMMITMENTS. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Purchase Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Purchase Orders; and (d) State is not limited as to the number of Purchase Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Purchase Order or, if applicable, a Co-Op Buyer issues it.

3.12.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

3.13 Other Contractors State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work.

3.14 Work on State Premises

3.14.1 COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. Contractor shall comply with State security requirements in order to deliver, install, or perform at that particular location, without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract.

3.14.2 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall promptly repair or replace any damage it caused and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*].

3.15 Advertising, Publishing and Promotion of Contract

Contractor shall not advertise, promote, or otherwise use information concerning the Contractor commercial benefit without the prior written approval of Procurement Officer, which approval Procurement Officer may withhold at his or her discretion.

4.0 Costs and Payments

4.1 Payments

4.1.1 PAYMENT DEADLINE. State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless stated otherwise in the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in ProcureAZ and provided a current IRS Form W-9 or an equivalent form to the State unless excused by law from providing one.

4.1.2 PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Vendor Offer.

4.2 Applicable Taxes

4.2.1 CONTRACTOR TO PAY ALL TAXES. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

4.2.2 TAX INDEMNITY. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well as any



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

4.3 Availability of Funds for the Next State fiscal year

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.4 Availability of Funds for the current State fiscal year

Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

- 4.4.1. Accept a decrease in price offered by the contractor;
- 4.4.2. Cancel the Contract; or
- 4.4.3. Cancel the contract and re-solicit the requirements

5.0 Contract Changes

5.1 Amendments

This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Assignment and Delegation

- 5.2.1 IN WHOLE. Contractor shall not assign or delegate its duties under the Contract, in whole or in part, without Procurement Officer's prior written consent; Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.
- 5.2.2 IN PART. Subject to paragraph 3.9 (*Subcontracts*) with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

6.0 Risk and Liability

6.1 Risk of Loss

Contractor shall bear all risk of loss to Materials if, and as, those duties are within the scope of the Work, until they have been accepted as conforming by State in the manner specified in the Purchase Order, or as specified generally elsewhere in the Contract if the Purchase Order does not provide particulars. Risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2 Basic Indemnification

6.2.1 CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless State Indemnitees from Indemnified Basic Claims that: (a) are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor Indemnitor; (b) arise out of or are recovered under worker compensation laws; and/or (c) arise out of a Contractor Indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor Indemnitors shall indemnify the relevant State Indemnitees from and against Indemnified Basic Claims in all instances except where the Indemnified Basic Claim



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

arises solely from those State Indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor Indemnitors with respect to State Indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor Indemnitors. In consideration of the award of the Contract by a State Indemnitee, Contractor hereby waives all rights of subrogation against State Indemnities for losses arising from the Work.

If Contractor is a public agency, this paragraph does not apply and subparagraph 6.2.1 below applies instead.

6.2.2 PUBLIC AGENCY. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

6.2.3 If Contractor is not a public agency, this paragraph does not apply and subparagraph above applies instead.

6.3 Patent and Copyright Indemnification

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorney fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
3. State may elect to participate in such action at its own expense; and
4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this paragraph 6.3 does not apply.

6.4 Force Majeure

6.4.1 DEFINITION. For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.10 (*Performance in Public Health Emergency*), declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

6.4.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

- 6.4.3 EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.
- 6.4.4 DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.

**6.5 Third Party
Antitrust
Violations**

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

7.0 Warranties

7.1 Liens

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

**7.2 Conformity to
Requirements**

Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.

7.3 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for 1 (one) year after acceptance by the State of the materials, they shall be:

- 7.3.1. Of a quality to pass without objection in the trade under the Contract description;
- 7.3.2. Fit for the intended purposes for which the materials are used;
- 7.3.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.3.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.3.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.4 Inspection/Testing

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

**7.5 Compliance
with Laws**

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



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

7.6 Survival of Rights and Obligations after Contract Expiration or Termination

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

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

7.7 Contractor Personnel

Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.8 Intellectual Property

Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

7.9 Operational Continuity

Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.2 (*Assignment and Delegation*) that expressly recognizes the event.

7.10 Performance in Public Health Emergency

Contractor warrants that it will:

1. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and
2. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.4 (*Force Majeure*) for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.

7.11 Lobbying

7.11.1 PROHIBITION.

(a) Contractor warrants that:

- i. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

ii. upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

(b) Contractor shall implement and maintain adequate controls to assure compliance with (a) above.

(c) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.11.2 EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

8.0 State's Contractual Remedies

8.1 Right to Assurance

If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order

8.2.1. The State may, at any time, by written order to the Contractor (the "Stop Work Order"), require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State in the Stop Work Order. The order shall be specifically identified as a Stop Work Order issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage.

8.2.2. If a Stop Work Order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. If the Procurement Officer determines that an equitable adjustment is necessary, he or she shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies

The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset

The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9.0 Contract Termination

9.1 Cancellation for Conflict of Interests

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



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

9.2 Gratuities

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

9.3 Suspension or Debarment

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

9.4 Termination for Convenience

The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

9.5 Termination for Default

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10.0 Contract Claims

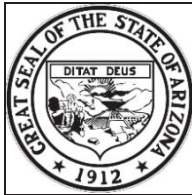
10.1 Claim Resolution

Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to the Arizona Procurement Code, including judicial review under A.R.S. § 12-1518.

10.2 Arbitration

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

End of Section 2-D
End of Part 2



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 3-C Proposed Subcontractors

Check "NO" if you **WILL NOT** subcontract any portion of the Work and will therefore be carrying out all of the Work with your own personnel.

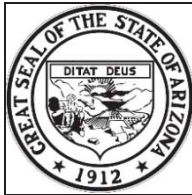
☐ NO, the Offeror will not subcontract any portion of the Work.

If you WILL subcontract any portion of the Work, check "YES" below and list name of persons or companies you propose to use as subcontractors.

1. Fill in the information for every significant subcontractor – indicate the type of work the subcontractor will perform under the Contract, and their approximate percentage of the total Contract work.
2. Provide copies of relevant certifications each one possesses in the Attachment Supplements section.
3. Provide description of quality assurance methods and quality control measures that you will use to ensure that Subcontractor work meets the Contract requirements.
4. State may demand additional information about proposed subcontractors as a precondition of award.

☒ YES, the Offeror will use the Subcontractors listed below:

	Name and contact information	Small Business	Work to be performed	%
1.	<u>Gila Electronics</u> <u>2481 E Palo Verde St</u> <u>Yuma, AZ 85365</u> <u>(928) 726-0896</u>	<u>YES</u>	<u>Front-line sales, support, engineering, and field service as a regional Manufacturer's Representative ("MR") of Motorola serving primarily Yuma, La Paz, and Mohave counties.</u>	<u>5</u>
2.	<u>ADW Communications</u> <u>14350 N 87th St #145</u> <u>Scottsdale, AZ 85260</u> <u>(480) 291-6820</u>	<u>YES</u>	<u>Provides turnkey project management, engineering, and construction services for wireless infrastructure.</u>	<u>5</u>
3.	<u>Mangum Civil Constructors, Inc.,</u> <u>1075 E Salter Dr</u> <u>Phoenix, AZ 85024</u> <u>(602) 466-3926</u>	<u>YES</u>	<u>Full range of construction and technical services in the general and wireless construction industry and are an "In-House" builder with it's own civil, tower, DC and fiber crews</u>	<u>5</u>
4.	<u>High Desert Communications, Inc.,</u> <u>372 W Cullumber Ave</u> <u>Gilbert, AZ 8523</u> <u>(480) 632-0020</u>	<u>NO</u>	<u>Full service communication site/tower design, engineering, installation, and ongoing support.</u>	<u>5</u>
5.	<u>NB Construction, Inc.,</u> <u>16602 N 23rd Ave Ste 111</u> <u>Phoenix, AZ 85023</u> <u>(480) 947-3599</u>	<u>NO</u>	<u>Provider of wireless communications site development services for government, enterprise and commercial carriers.</u>	<u>5</u>



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

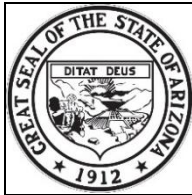
Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

6.	Arizona West Builders, Inc., 7515 S Atwood Mesa, AZ 85212 (480) 988-3630	NO	Licensed general contractor that specializes in “turn-key” construction and maintenance solutions for the cellular industry including tower erection, foundations, excavations, electrical, RF and microwave installation/services, site surveys, power and Telco coordination services.	5
7.	Pyramid Network Services, LLC. 6615 Towpath Road East Syracuse, NY 13057 (315) 701-1300	NO	Pyramid is Motorola Solutions largest preferred vendor for site development services across the United States and Canada, and has completed over 340 distinct public safety projects. Pyramid Network Services— is a leading nationwide turnkey communications systems contractor delivering cost effective solutions to design, develop and deploy wireless communications networks for both commercial carriers AND Federal, State, & Local public safety agencies.	5

End of Attachment 3-C



Request for Proposal

Solicitation No.
ADSP019-00008376
Description:

Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 4 Pricing Sheet

Attachment 4 Pricing Sheet - Offeror shall submit pricing information using the Excel document ADSP019-00008376 Attachment 4 - Pricing_Public_Communications_Equipment_and_Services provided within ProcureAZ.

Item(s) in ProcureAZ - Offeror shall enter a one (1) in the unit cost field of line item 1 within ProcureAZ. NOTE: Offeror that shows a zero or leaving this field blank will result in a **No Bid**.

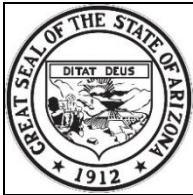
Please note that in order for Offeror to be susceptible, there must be a \$1.00 response under Unit Cost on the Items Tab in ProcureAZ.

ADSP019-00008376 Public Communications Equipment and Services – Attachment 4

1. Pricing

The pricing for each section is listed below in under each product category. Please refer to the catalog section 2.0.0 for specific details on each product including installation, services, engineering and warranties. Motorola Solutions, Inc. has included a list of exceptions in Attachment 5-B Supplement No. 1., to allow the State of Arizona to review and insure that our products will suit the state and other cooperative procurement agencies. Motorola Solutions regularly develops new products and solutions. We will work with the State of Arizona to add new products as they are available at agreed upon prices. Additions of new products and solutions will be memorialized in a written amendment.

#	Category	Percentage of catalog price
1.1.0	Product Category	
1.2.0	2-Way Radio (Quantity Discount for Single Orders Only)	
	APX Radios-Quantity Discounts (1-499)	27%
	Quantity Discount (500-1999)	30%
	Quantity Discount (2000-6999)	35%
	Quantity Discount (7000 & above)	40%
	APX Portable Radios, Mobile Radios, APX accessories, FLASH Upgrade licenses, batteries, chargers and remote speaker microphones-	27%



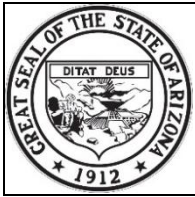
Request for Proposal

Solicitation No.
ADSP019-00008376
Description:

Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

#	Category	Percentage of catalog price
	2-Way Radio Repeaters	20%
	ASTRO Radio systems hardware, software, features and licenses	15%
	All 2-Way Radio and accessory software including: Customer Programming Software, Radio and Device Manager, LEX and VML LTE devices and accessories	5%
	Service Monitors and related accessories and licenses	5%
1.3.0	Digital Microwave Terminals	
	All Digital Microwave Systems hardware, software and licenses	15%
1.4.0	LMR Base Station Antennas, Microwave Antennas	
	All infrastructure antennas including LMR and Microwave	20%
	All transmission line, connectors and related hardware	10%
1.5.0	RADIO DISPATCH CONSOLES	
	All Radio Dispatch Consoles software and licenses	20%
	All Radio Dispatch and Command Center Computer Hardware	15%
	All Radio Dispatch Console furniture, FSA, Logging Solutions, hardware, software, and licenses	10%
	All Radio Dispatch accessories including headsets footswitches, etc.	27%
1.6.0	GENERATORS	
1.7.0	Back-up Batteries	
	All Back-up Batteries	5%
	All portable radio batteries	27%
1.8.0	Prefab Comm Shelters	
	All Prefab Communications Shelters and related hardware	5%
1.9.0	Service	
	All Services including: Installation, Dispatch, Monitoring, Preventative Maintenance, Engineering, Telephone and On-Site Support	2%
	All Service Packages including: Essential, Advanced, Premier	2% off catalog pricing (minimum 2 year agreement)
1.10	Consultation and Third-Party Oversight	No Bid



Request for Proposal

Solicitation No.
ADSP019-00008376
Description:

Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

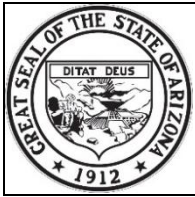
2. Product Catalog

Included in our response, we have set up a temporary site and password for the State of Arizona to use in the evaluation portion of this RFP. After evaluation, Motorola Solutions, Inc. can provide access to download our latest catalog via the ProcureAZ website or a similar mutually approved means, so users can easily access the latest updated catalog via secure login and password.

PCAT Temporary URL: https://www.motorolasolutions.com/en_us/product-catalog-search/access-product-catalog-offline.html

PCAT Temporary Login: pcatariz@mailinator.com

PCAT Temporary Password: Motorola\$123



Request for Proposal

Solicitation No.
ADSP019-00008376
Description:

Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Login Screen



Sign in if you have an existing account

Email/User ID

Password

[Forgot User ID?](#) [Forgot Password?](#) [Sign In](#)

Don't have an account?

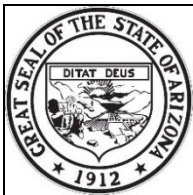
Individual accounts let consumers shop smarter on [motorolasolutions.com](#), get discounts, check out fast and track orders easily. Click "Create Account" below to start.

Company accounts help businesses handle corporate Motorola Solutions spending more efficiently. If your company has an existing account with Motorola Solutions, please [Click here](#) to register.

[Create Account](#)

[Privacy](#) [Terms of Use](#) [USA & Canada](#)

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Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Catalog Download Screen



MOTOROLA SOLUTIONS

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DOWNLOAD OFFLINE PRODUCT CATALOG

Arizona Contract Number: ADSP019-00008376

For Ordering or Support with this online catalog, please call Walter Whately at [520-457-8604](tel:520-457-8604) or walter.whately@motorolasolutions.com

Download the [DUP](#) Product Catalog (Last modified 08/27/2018)

[DOWNLOAD NOW](#)

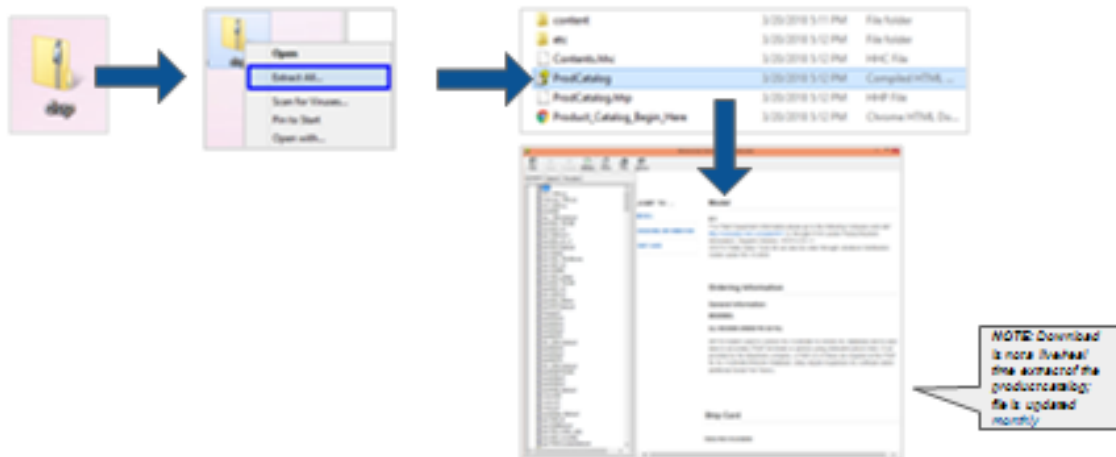
Extract Zip Folder

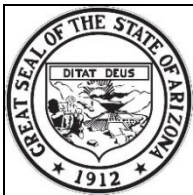
Product Catalog Quick Reference Guide

DOWNLOADING COPY OF PRODUCT CATALOG PRICE BOOK

Steps to download a copy of a Product Catalog Price Book:

1. Save the file on your computer in your preferred location
2. Right-click on file from desktop and select "Extract All"
3. Double-click on extracted folder on desktop to open, may be prompted to set browser default
4. In folder, double-click on ProductCatalog (ms) compiled HTML file to launch (prior to this step, you may need to follow the instructions on slide #8 to unblock)





Request for Proposal

Solicitation No.
ADSP019-00008376

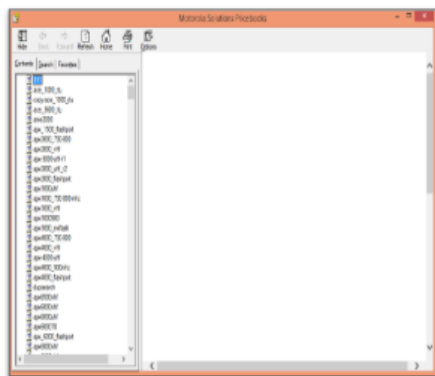
Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

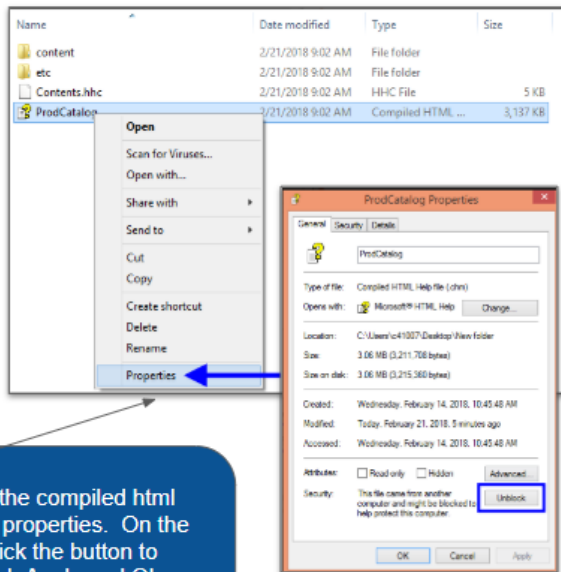
Unblock Properties

Product Catalog Quick Reference Guide

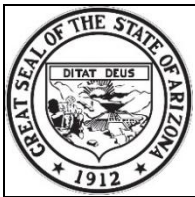
DOWNLOADING COPY OF PRODUCT CATALOG PRICE BOOK TROUBLESHOOTING



Issue: The right pane of the catalog download file is blank no matter which product you select.



Right click on the compiled html file and select properties. On the General tab click the button to "unblock". Click Apply and Ok. You should now be able to see content when accessing the product catalog.



Request for Proposal

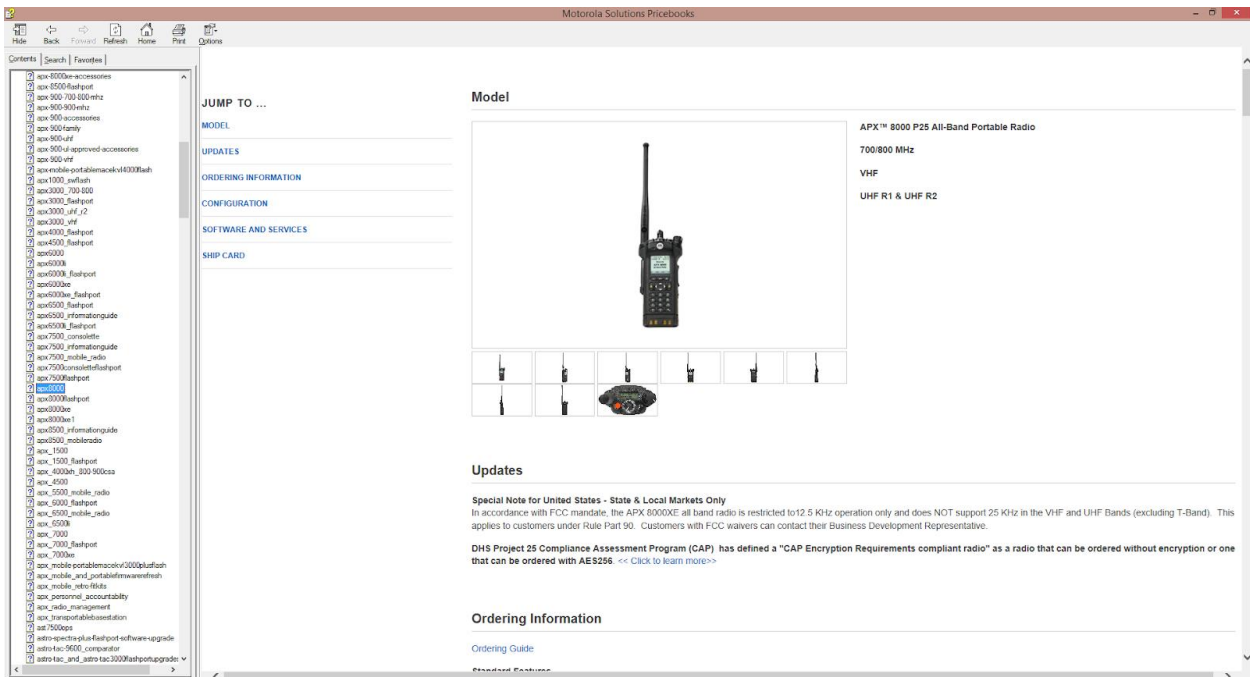
Solicitation No.
ADSP019-00008376
Description:

Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Catalog Sample

Our catalog can be searched and contains resources such as list price, warranty, service, accessories, specification sheets, brochures, catalogs, user's guides, etc.



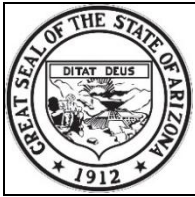
3. Sales and Ordering Support

Our communications products and services can be very complex. So, we encourage our customers to contact their local Motorola representative and ask for a comprehensive quotation before ordering any equipment. They have the training and experience to know each item and the necessary options, accessories, and software licenses to insure our equipment is ordered correctly.

Our representatives will quote each customer by using a tool we call Configure Price Quote (CPQ). This tool is linked to our database and contains all State of Arizona discounts, so we can insure each item is priced correctly. Additionally, it lists the State of Arizona Contract as a reference in the proposal heading; along with other necessary information such as bill to, ship to addresses, contacts, applicable sales tax, etc.

If an agency does not know their Motorola Representative, please contact Walter Whately at 520-457-8604 or walter.whately@motorolasolutions.com and he will connect them with the appropriate representative.

Motorola's Software is licensed pursuant to Motorola's Software License Agreement, a copy of can be provided upon request.



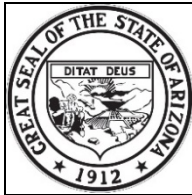
Request for Proposal

Solicitation No.
ADSP019-00008376
Description:

Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

End of Attachment 4



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 5-B Conformance Statements

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ PARAGRAPH **ERROR! REFERENCE SOURCE NOT FOUND.** OF THE INSTRUCTIONS TO OFFERORS BEFORE
TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING
YOUR OFFER IN EVALUATION.

CONFORMANCE TO THE INSTRUCTIONS: (PART 3 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:



YES – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents and attests that its Offer complies with both.



NO – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 1**.

CONFORMANCE TO THE TECHNICAL DOCUMENTS: (PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:



YES – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both.



NO – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 2**.

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS: (PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:



YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices, in Part 2 of the Solicitation Documents and attests that its Offer complies with both.



NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 3**.

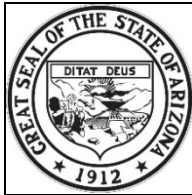
PART 3 of the Solicitation Documents

SECTION 3-B: Offer Forms
Page 1 of 12

3

Template version 2.0 (01-FEB-2017)

A v a i l a b l e o n l i n e a t : P r o c u r e . A Z . g o v



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

ATTACHMENT 5-B Supplement No. 1:

Exceptions to Instructions

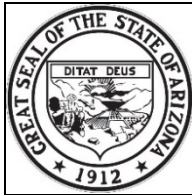
Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 1-A: Solicitation Details		
x	x	x
x	x	x
x	x	x
Section 1-B: Instructions to Offerors		
6.3 Cost or Pricing Data	Pursuant to A.R.S § 41-2543 per A.A.C. R2-7-702(B)(2), Motorola certifies to the best of its knowledge and belief the pricing provided within its response is accurate, complete and current. Motorola will cooperate with reasonable requests for pricing validity information but will not be required to provide its internal cost and pricing data which it considers confidential and proprietary information.	9.16.19 See attached Change Log to Attachment 5-B Exceptions, ("5-B Change Log").

Motorola Solutions, Inc.

Company Name

Signature of Person Authorized to Sign

NOTE: Offeror must sign and return all Attachment 5-B Supplements Nos. 1 – 3 (even if not submitting exceptions)



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

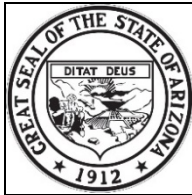
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100 N 15th Ave., Suite 402
Phoenix, AZ 85007

ATTACHMENT 5-B Supplement No. 2: Exceptions to Technical and Commercial

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 2-A: Scope of Work (Technical Document)		
2.49.4 E&M / DC Control	Comply with clarification, No DC Control, Exception on DC Contact Keying	9.16.19 See attached 5-B Change Log for all Section 2-A.
2.52.1 Physical Construction	Comply w/ one exception 36.8 lbs x	
2.52.5	Exception 10Mhz to 1050Mhz (useable from 100kHz); Optional to 2700MHz	
2.55.1 x	Exception 10Mhz to 1050Mhz (useable from 100kHz); Optional to 2700MHz	
3.23.1x	Exception- PTP820 doesn't provide way-side service channel.	
3.37 Feed Connection	Exception-TNC connectors	
3.39.1	Exception – 100/200KHz options not supported (OK) - cnReach is a software defined radio. In 900 MHz MAS band current max bandwidth is 50 kHz but 100/200 kHz channels can be added via roadmap.	
Capacity Received Signal Level (RSL) in dBm (c) 28 - DS-1 / 10 MHz -73 76 73 76 77	Exception-not offered	
Capacity Received Signal Level (RSL) in dBm d) 84 - DS-1 / 30 MHz -68 72 69 71 73	Exception not offered	



Request for Proposal

Solicitation No.
ADSP019-00008376

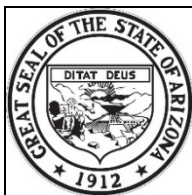
Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Capacity Received Signal Level (RSL) in dBm (b) 28 - DS-1 / 10 MHz -80	Exception not offered	
Capacity Received Signal Level (RSL) in dBm (c) 84 - DS-1 / 30 MHz -67 73	Exception not offered	
Capacity Received Signal Level (RSL) in dBm (b) 28 - DS-1 - 78	Exception not offered	
Capacity Received Signal Level (RSL) in dBm (c) 84 - DS-1 - 68 73	Exception not offered	
4.5.1	Exception-Motorola has a 2-yr standard warranty on microwave and LMR antennas. If any products are discontinued Motorola will be able to provide spare parts and repair for a period of 7 yrs.	
5.15.12	Motorola does not support DC control	
5.16.2 Panel Wiring/Remote Electronic Circuitry- FPD consoles (a)	Exception CAT5e cable range is only 100 mts. However, Motorola can provide a fiber link to connect the base station to the Conventional interface.	
5.16.2 Panel Wiring/Remote Electronic Circuitry- FPD consoles (b)	Exception CAT5e cable range is only 100 mts. However, Motorola can provide a fiber link to connect the base station to the Conventional interface.	
5.16.5 Maintainability (a)	Exception Motorola's CCGWs can support from 1 to 8 channels per module.	



Request for Proposal

Solicitation No.
ADSP019-00008376

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Section 2-B: Commercial Document

Section 2.1 Contractor Best Pricing

Motorola takes exception to this provision and requires its removal.

Motorola Solutions builds communication equipment, systems and solutions that do not fit within a standard conventional pricing framework. Due to the unique pricing and design specifications for each customer's communication equipment, system and solution requirements, Motorola Solutions cannot guarantee that the pricing offered in this proposal is no higher or lower than prices offered to other customers^{9.16.19} See attached

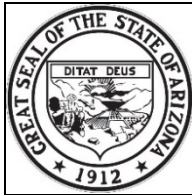
5-B Change Log.

Motorola Solutions, Inc.

Company Name

Signature of Person Authorized to Sign

NOTE: Offeror must sign and return all Attachment 5-B Supplements Nos. 1 – 3 (even if not submitting exceptions)



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

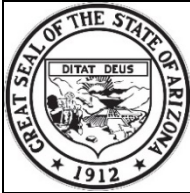
Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

ATTACHMENT 5-B Supplement No. 3: Exceptions to Contract Terms & Conditions

Article/ Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 3-A: Special Terms & Conditions		
Section 6.1 Contractor Insurance Indemnification Clause	Motorola complies with the general indemnification described in this section subject to removing the words "or intangible" and "arising or recovered under the Worker's Compensation Law".	Motorola believes that Workers Compensation is provided for and covered in Subsection 6.1.3. The proposed edits are consistent with the indemnification language agreed by the State in previous contracts, including ADSP013-036880. 9.16.19 See attached 5-B Change Log
Section 6.1 Contractor Insurance- Insurance Requirements	Please see the attached proposed modifications for how Motorola can comply with the State's insurance requirements	The parties have previously negotiated an insurance module in the Arizona Department of Transportation Solicitation # T11-43-00008, agreed as applicable to ADSP013-036880. Motorola's Corporate Insurance Department believes that the changes it has made to this section are in line with what has been previously negotiated and agreed upon between the State and Motorola. 9.16.19 see attached 5-B Change Log
Section 13.1 Applicability	Motorola complies with the language with the removal of the words 'or from others at State's behest.'	It is unclear if Motorola has a contractual relationship with the 3rd party. 9.16.19 See attached 5-B Change Log



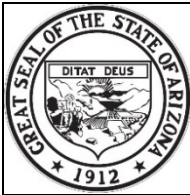
Request for Proposal

Solicitation No.
ADSP019-00008376
Description:

Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
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Phoenix, AZ 85007

Section 13.2 Data Protection & Confidentiality	Motorola proposes the following language in lieu of the RFP language: Contractor warrants that, to the extent the Work includes (1) or (2) above, it will establish and maintain procedures and controls for ensuring that State's proprietary and sensitive data is protected from unauthorized access and that information obtained from the State in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. Contractor, the third party manufacturer, and the copyright owner of any non-Contractor software own and retain all of their respective proprietary rights in the equipment and software, and nothing in this Article 13 is intended to restrict their proprietary rights. All intellectual property developed, originated, or prepared by Contractor in connection with providing to State the Work remain vested exclusively in Contractor, and this Article 13 does not grant to State, either directly or by implication, estoppel, or otherwise, any right, title or interest in Contractor's Proprietary Rights.	The RFP language "all data created by Contractor" in the next to last sentence of the first paragraph in this section implies transfer of IP rights, which is not contemplated in the work Motorola would be performing. 9.16.19 See attached 5-B Change Log
Section 13.2.1 Data Protection & Confidentiality	Motorola complies with the language in 13.2.1.a and b with the following suggested modifications: (1) with the replacement of 'immediately' with 'promptly' and (2) in 13.2.1.b with the insertion of 'reasonably' at the beginning of the statement. Motorola takes exception to 13.2.c and requests its removal.	Motorola requests these modifications to be in line with industry standard language. Regarding 13.2.c., it is not reasonably practicable to notify the State to every possible threat which might affect the system. 9.16.19 See attached 5-B Change Log.
Section 13.2.2 Data Protection & Confidentiality	Motorola complies with the language in 13.2.2.a with the insertion of 'except as required by law' at the beginning of the statement.	Motorola requests these modifications to be in line with industry standard language. 9.16.19 See attached 5-B Change Log.
Section 13.3.2 Personally Identifiable Information	Motorola clarifies that it maintains industry standard security measures to protect the Solution from intrusion, breach, corruption, or other security risk. Please see Section 4.1 of the attached Subscription Services Addendum for more information on Motorola's compliance with security standards.	Motorola asserts it is CJIS compliant. 9.16.19 See attached 5-B Change Log.



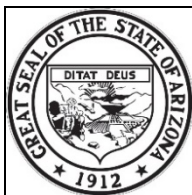
Request for Proposal

Solicitation No.
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Section 14.3.3 Access Control	Motorola proposes the inclusion of the following language within this section: To the extent permitted by law, State retains ownership of State Data. State grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such State Data for the purpose of providing the Subscription Services to State, other Motorola customers and end users. In addition to the rights listed above, State grants Motorola a license to sell an Anonymized version of State Data for any purpose.	Motorola requests the ability to retain rights to use anonymized and derivative data for purposes of improving its product. 9.16.19 See attached 5-B Change Log.
Section 14.4 Pass-through Indemnity	Motorola proposes the language in Section 3 of the Additional Provisions in place of the RFP language regarding infringement indemnity:	Motorola requests the use of its standard intellectual property infringement indemnities for its solutions. 9.16.19 See attached 5-B Change Log.
Section 14.8.2.b Information Technology Warranty	Motorola proposes the following language in lieu of the RFP: At Customer's request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Motorola will respond to any reported problem as an escalated support call.	As is industry standard, Motorola does not provide a warranty against worms and viruses. 9.16.19 See attached 5-B Change Log.
Section 14.11.2 Cloud Applications	Motorola requests 'serious flaws' be expressly defined. Motorola will not allow either State or third-party penetration testing from within Motorola's system	Requested definition to clarify between the parties what errors are agreed as serious meriting correction. Motorola's security policies do not allow outside-Motorola entities access to Motorola's internal system for penetration testing. 9.16.19 See attached 5-B Change Log.



Request for Proposal

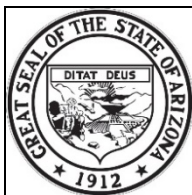
Solicitation No.
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Section 14.11.3 Cloud Applications	Motorola proposes the following language: Contract will submit a copy of system logs specific to the State from cloud system to State of AZ security team on an annual basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).	Motorola requests clarity on what logs are being requested and the proposed regularity of such requests. 9.16.19 See attached 5-B Change Log.
Section 15.1 Drug Testing Program	Motorola affirms that all employees are required to submit to a five-panel drug screen at the time of hire, where permitted by law. If Motorola is awarded the contract, Motorola agrees to discuss the need for additional drug tests of Motorola employees and to negotiate a contractual provision that is mutually acceptable and compliant with applicable law. However, in no event can Motorola agree to waive the rights of its employees, nor can Motorola provide the Customer with any information protected by law, including but not limited to drug test results.	Motorola cannot agree to waive the rights of its employees or to providing information protected by law, including drug test results. 9.16.19 See attached 5-B Change Log.

Article/ Paragraph or Appendix Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 3-B: Uniform Terms & Conditions		
Section 3.1 Books and Records; Audit	Motorola understands and will comply with all applicable Arizona statutes with the clarifying assertion that Motorola considers its books and records, including those related to product cost data, to be trade secrets, confidential or proprietary and as may be provided by Arizona law, should not be used, duplicated or disclosed to any other third party.	Motorola considers its internal books and records confidential and proprietary information. 9.16.19 See attached 5-B Change Log.



Request for Proposal

Solicitation No.
ADSP019-00008376

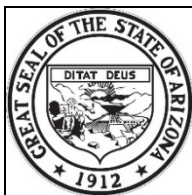
Description:
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Section 3.4 Inspection and Testing	Motorola acknowledges the State's right to inspect materials, equipment and workmanship at Motorola manufacturing or staging facilities for the limited purpose of evaluating Motorola's performance of this Agreement. Motorola requires thirty days' written notice prior to the inspection of any facility and the State will be responsible for its own costs associated with such inspection. Motorola will restrict inspection of its facilities to areas that are relevant to the performance of the Contract, and to areas which Motorola Solutions does not consider confidential or proprietary in nature. A Motorola representative must accompany State's employees at all times."	Motorola requires sufficient notice of State's intent to inspect Motorola facilities. 9.16.19 See attached 5-B Change Log.
Section 3.8 Ownership of Intellectual Property	It is Motorola's understanding from past dealings with the State Procurement Office that the State is not interested in obtaining ownership interest in any intellectual property and accordingly, these sections, or any other section that may give ownership rights in intellectual property, are not applicable and be of no cause and effect in this contract.	Motorola is providing products and services that are commercially available to any customer and does not intend to perform any Works For Hire. The Pricing included in Motorola's proposal does not reflect the transfer of any intellectual property rights to the State. If performance results in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), such Discoveries and the intellectual property embodied therein will be owned exclusively by Motorola. If subsequently the State elects to purchase and Motorola elects to sell development services that are intended to result in a new product to be owned by the State, the parties will execute a separate development or Work for Hire agreement. 9.16.19 See attached 5-B Change Log.



Request for Proposal

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Section 6.2 Basic Indemnification	Motorola proposes that all indemnification be handled as provided for in Subsection 6.1- Indemnification of the Special Terms and Conditions.	Motorola believes that Workers Compensation is provided for and covered in Subsection 6.1.3 of the Special Terms and Conditions in Section 2-C. The proposed edits are consistent with the indemnification language agreed by the State in previous contracts, including ADSP013-036880. 9.16.19 See attached 5-B Change Log.
Section 6.3 Patent and Copyright Indemnification	Please see Section 3 of the attached Additional Provisions which describe Motorola's IP Infringement Indemnifications.	Motorola requests the use of its standard intellectual property infringement indemnities for its solutions. 9.16.19 See attached 5-B Change Log.
Section 7.2 and 7.3 Conformity and Quality	Please see the attached Section 1 of the Additional Provisions below which explain Motorola's suggested way to address warranty which is in a like manner as in the current contracts between the parties for similar products (i) ADSP013-036613 and (ii) ADSP013-036880.	Motorola proposes addressing the State's warranty requirements in a manner consistent with previous contracts. 9.16.19 See attached 5-B Change Log.
Section 9.5.3 Termination for Default	Motorola complies subject to excess costs being reasonable and for materials and services not exceeding that specified in the contract less the unpaid portion of the contract price.	Motorola proposes the suggested modifications to clarify termination costs to be reasonable. 9.16.19 See attached 5-B Change Log.
5C Insurance Certificate	Please see Motorola's Evidence of Coverage Certificate and modifications to the Special Terms and Conditions, Section 6.2, for Motorola's coverage details. Motorola agrees all COI, endorsements and waivers must be valid and provided via email to State Contract Manager within 30 days of contract execution and before any work commences. Motorola's surety requires a signed agreement prior to issuing COI.	9.16.19 See attached 5-B Change Log.

Motorola Solutions, Inc.

Company Name

Signature of Person Authorized to Sign

NOTE: Offeror must sign and return all Attachment 5-B Supplements Nos. 1 – 3 (even if not submitting exceptions)

End of Attachment 5-B

PART 3 of the Solicitation Documents

SECTION 3-B: Offer Forms

Page 11 of 12

3

Template version 2.0 (01-FEB-2017)

A v a i l a b l e o n l i n e a t : P r o c u r e . A Z . g o v

State Response to Exceptions
Motorola Change Log/Revised Attachment 5-B Exceptions 9.16.19

ATTACHMENT 5-B Supplement No. 1:
Exceptions to Instructions

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change	State Response	Vendor Response
Section 1-A: Solicitation Details				
x	None	x		
Section 1-B: Instructions to Offerors				
6.3 Cost or Pricing Data	Pursuant to A.R.S § 41-2543 per A.A.C. R2-7-702(B)(2), Motorola certifies to the best of its knowledge and belief the pricing provided within its response is accurate, complete and current. Motorola will cooperate with reasonable requests for pricing validity information but will not be required to provide its internal cost and pricing data which it considers confidential and proprietary information.	Public exposure of Motorola's internal costs and pricing would put it at a severe competitive disadvantage.	Rejected, exception not accepted. Catalog/list pricing along with % off list data is required as part of soliciataion and is not considered confidential per R2-7-103.	7/25/19 Motorola verbally agreed 8-8-19 Motorola concurs

ATTACHMENT 5-B Supplement No. 2:
Exceptions to Technical and Commercial

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change	State Response	
Section 2-A: Scope of Work (Technical Document)				8/28/19 Motorola agreed with the State's responses to Motorola's clarifications and exceptions in this Section 2-A
2.49.4 E&M / DC Control	Comply with clarification, No DC Control, Exception on DC Contact Keying	x	Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
2.52.1 Physical Construction	Comply w/ one exception 36.8 lbs x	x	Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
2.52.5	Exception 10Mhz to 1050Mhz (useable from 100kHz); Optional to 2700MHz	x	Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
2.55.1 X	Exception 10Mhz to 1050Mhz (useable from 100kHz); Optional to 2700MHz		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
3.23.1x	Exception- PTP820 doesn't provide way-side service channel.		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
3.37 Feed Connection	Exception-TNC connectors		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed

ATTACHMENT 5-B Supplement No. 1:

3.39.1	Exception – 100/200KHz options not supported (OK) - cnReach is a software defined radio. In 900 MHz MAS band current max bandwidth is 50 kHz but 100/200 kHz channels can be added via roadmap.		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
Capacity Received Signal Level (RSL) in dBm (c) 28 - DS-1 / 10 MHz -73 76 73 76 77	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
Capacity Received Signal Level (RSL) in dBm d) 84 - DS-1 / 30 MHz -68 72 69 71 73	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
Capacity Received Signal Level (RSL) in dBm (b) 28 - DS-1 / 10 MHz -80	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
Capacity Received Signal Level (RSL) in dBm (c) 84 - DS-1 / 30 MHz -67 73	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
Capacity Received Signal Level (RSL) in dBm (b) 28 - DS-1 - 78	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
Capacity Received Signal Level (RSL) in dBm (c) 84 - DS-1 - 68 73	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
4.5.1	Exception-Motorola has a 2-yr standard warranty on microwave and LMR antennas. If any products are discontinued Motorola will be able to provide spare parts and repair for a period of 7 yrs.		Accept, the State will accept the exception with End Of Life Notification being provided in writing and buyer being notified of End Of Life Notification at time of order placement.	7/25/19 Motorola verbally agreed
5.15.12	Motorola does not support DC control		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
5.16.2 Panel Wiring/Remote Electronic Circuitry- FPD consoles (a)	Exception CAT5e cable range is only 100 mts. However, Motorola can provide a fiber link to connect the base station to the Conventional interface.		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed

ATTACHMENT 5-B Supplement No. 1:

5.16.2 Panel Wiring/Remote Electronic Circuitry- FPD consoles (b)	Exception CAT5e cable range is only 100 mts. However, Motorola can provide a fiber link to connect the base station to the Conventional interface.		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
5.16.5 Maintainability (a)	Exception Motorola's CCGWs can support from 1 to 8 channels per module.		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
Section 2-B: Commercial Document				
Section 2.1 Contractor Best Pricing	Motorola takes exception to this provision and requires its removal.	Motorola Solutions builds communication equipment, systems and solutions that do not fit within a standard conventional pricing framework. Due to the unique pricing and design specifications for each customer's communication equipment, system and solution requirements, Motorola Solutions cannot guarantee that the pricing offered in this proposal is no higher or lower than prices offered to other customers.	Rejected, exception not accepted. The State requires standardization and uniformity of contract language across its suppliers.	7/25/19 Motorola will send new language to review 8/14/19 Please see below language. Price Guarantee: During the Term of the Agreement and provided Customer is in compliance with all provisions of the Agreement, Motorola asserts its pricing for products and services offered on this Agreement will be consistent with competitively priced products and services for similarly situated state and local customers within the State of Arizona purchasing the same or similar products and services sold in like quantities on substantially similar or comparable terms and conditions. This price guarantee excludes volume discounts, Federal, dealer, and third party distributor pricing.

ATTACHMENT 5-B Supplement No. 3:

Exceptions to Contract Terms & Conditions

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change	State Response
Section 3-A: Special Terms & Conditions			

ATTACHMENT 5-B Supplement No. 1:

Section 6.1 Contractor Insurance Indemnification Clause	Motorola complies with the general indemnification described in this section subject to removing the words “or intangible” and “arising or recovered under the Worker’s Compensation Law”.	Motorola believes that Workers Compensation is provided for and covered in Subsection 6.1.3. The proposed edits are consistent with the indemnification language agreed by the State in previous contracts, including ADSP013- 036880.	Rejected, exception not accepted. Please be specific in your request for a exception. Exceptions from previous contracts (7-9 years old) may not be acceptable. 8-8-19 Please see attachment FINAL Attachment 5-A Confidential Information Designation - State Response 8-8-19	8/8/19 Motorola acknowledges receipt of State's response to Attachment 5-A Confidential Information Designation and asserts Motorola insurance policies are its confidential and proprietary information not generally known externally and will cause Motorola harm if released. Motorola will not release copies of its policies.
Section 6.1 Contractor Insurance-Insurance Requirements	Please see the attached proposed modifications for how Motorola can comply with the State's insurance requirements	The parties have previously negotiated an insurance module in the Arizona Department of Transportation Solicitation # T11-43-00008, agreed as applicable to ADSP013-036880. Motorola's Corporate Insurance Department believes that the changes it has made to this section are in line with what has been previously negotiated and agreed upon between the State and Motorola.	Rejected, exception not accepted. Please be specific in your request for a exception. Exceptions from previous contracts (7-9 years old) may not be acceptable. 8-8-19 Please see attachment FINAL Attachment 5-A Confidential Information Designation - State Response 8-8-19 9-6-19 State will discuss duiring meeting on 9/9/19	9.16.19 Motorola includes its revised Insurance redline as discussed with State on 9.13.19; please see attached redline and comment.
Section 13.1 Applicability	Motorola complies with the language with the removal of the words 'or from others at State's behest.'	It is unclear if Motorola has a contractual relationship with the 3rd party.	Rejected, exception not accepted. The State requires standardization and uniformaity of contract language across its suppliers.	7/25/19 Motorola verbally agreed 8/8/19 Motorola notes it withdrew based upon this provision may not be applicable to Motorola's scope of work; specific requirement to be addressed with task order.
Section 13.2 Data Protection & Confidentiality	Motorola proposes the following language in lieu of the RFP language: Contractor warrants that, to the extent the Work includes (1) or (2) above, it will establish and maintain procedures and controls for ensuring that State's proprietary and sensitive data is protected from unauthorized access and that information obtained from the State in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. Contractor, the third party manufacturer, and the copyright owner of any non-Contractor software own and retain all of their repective proprietary rights in the equipment and software, and nothing in this Article 13 is intended to restrict their proprietary rights. All intellectual property developed, originated, or prepared by Contractor in connection with providing to State the Work remain vested exclusively in Contractor, and this Article 13 does not grant to State, either directly or by implication, estoppel, or otherwise, any right, title or interest in Contractor's Proprietary Rights.	The RFP language "all data created by Contractor" in the next to last sentence of the first paragraph in this section implies transfer of IP rights, which is not contemplated in the work Motorola would be performing.	Rejected, exception not accepted. The State requires standardization and uniformaity of contract language across its suppliers. 7/25/19 - State added langauge - Upon the issuance of a Task Order, requirements will be defined. IP rights will not be transferred	8/9/19 Motorola agrees with State's language as noted in comment dated 7/25/19.

ATTACHMENT 5-B Supplement No. 1:

Section 13.2.1 Data Protection & Confidentiality	Motorola complies with the language in 13.2.1.a and b with the following suggested modifications: (1) with the replacement of 'immediately' with 'promptly' and (2) in 13.2.1.b with the insertion of 'reasonably' at the beginning of the statement. Motorola takes exception to 13.2.c and requests its removal.	Motorola requests these modifications to be in line with industry standard language. Regarding 13.2.c., it is not reasonably practicable to notify the State to every possible threat which might affect the system.	Rejected, exception not accepted. The State requires standardization and uniformity of contract language across its suppliers. 7/25/19 - State added language - Upon the issuance of a Task Order, requirements will be defined.	8/9/19 Motorola agrees with State's language as noted in comment dated 7/25/19.
Section 13.2.2 Data Protection & Confidentiality	Motorola complies with the language in 13.2.2.a with the insertion of 'except as required by law' a the beginning of the statement.	Motorola requests these modifications to be in line with industry standard language.	Rejected, exception not accepted. The State requires standardization and uniformity of contract language across its suppliers. 7-25-19 - The State accepts the addition "except as required by law"	8/9/19 Motorola agrees with State's language as noted in comment dated 7/25/19.
Section 13.3.2 Personally Identifiable Information	Motorola clarifies that it maintains industry standard security measures to protect the Solution from intrusion, breach, corruption, or other security risk. Please see Section 4.1 of the attached Subscription Services Addendum for more information on Motorola's compliance with security standards.	Motorola asserts it is CJIS compliant.	Rejected, exception not accepted. The State requires that you meet the States requirements at a minimum.	7/21/19 Motorola may be acceptable, State to verify Federal requirements vs State requirements 8/28/19 Motorola verbally accepts 9/10/19 Motorola accepted.
Section 14.3.3 Access Control	Motorola proposes the inclusion of the following language within this section: To the extent permitted by law, State retains ownership of State Data. State grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such State Data for the purpose of providing the Subscription Services to State, other Motorola customers and end users. In addition to the rights listed above, State grants Motorola a license to sell an Anonymized version of State Data for any purpose.	Motorola requests the ability to retain rights to use anonymized and derivative data for purposes of improving its product.	Rejected, exception not accepted.	7/25/19 Motorola verbally agreed 8/8/19 Motorola agrees.
Section 14.4 Pass-through Indemnity	Motorola proposes the language in Section 3 of the Additional Provisions in place of the RFP language regarding infringement indemnity:	Motorola requests the use of its standard intellectual property infringement indemnities for its solutions.	Rejected - Any compromise in wording of the Indemnification clause that reduces protection or shifts liability back to the State of Arizona are in direct violation of A.R.S. § 41-621 and A.R.S. § 35-154. The State cannot accept this exception.	7/25/19 Motorola to review 8/28/19 Motorola conditionally accepts 9/10/19 Motorola agrees to withdraw exception.
Section 14.8.2.b Information Technology Warranty	Motorola proposes the following language in lieu of the RFP: At Customer's request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Motorola will respond to any reported problem as an escalated support call.	As is industry standard, Motorola does not provide a warranty against worms and viruses.	Rejected, exception not accepted. (b) the COTS software will, to the best of its knowledge , at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and	7/25/19 Motorola to review will probably accept 8/8/19 Motorola accepts State's language.

ATTACHMENT 5-B Supplement No. 1:

Section 14.11.2 Cloud Applications	Motorola requests 'serious flaws' be expressly defined. Motorola will not allow either State or third-party penetration testing from within Motorola's system	Requested definition to clarify between the parties what errors are agreed as serious meriting correction. Motorola's security policies do not allow outside-Motorola entities access to Motorola's internal system for penetration testing.	Rejected, exception not accepted. 7/25/19 - State added language - Upon the issuance of a Task Order, requirements will be defined.	7/25/19 Motorola to review 8/8/19 Motorola agrees with State's added language regarding issuance of Task Order.
Section 14.11.3 Cloud Applications	Motorola proposes the following language: Contract will submit a copy of system logs specific to the State from cloud system to State of AZ security team on an annual basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).	Motorola requests clarity on what logs are being requested and the proposed regularity of such requests.	Rejected, exception not accepted. 7/25/19 - State added language - Upon the issuance of a Task Order, requirements will be defined.	7/25/19 Motorola to review 8/8/19 Motorola agrees with State's added language regarding issuance of Task Order.
Section 15.1 Drug Testing Program	Motorola affirms that all employees are required to submit to a five-panel drug screen at the time of hire, where permitted by law. If Motorola is awarded the contract, Motorola agrees to discuss the need for additional drug tests of Motorola employees and to negotiate a contractual provision that is mutually acceptable and compliant with applicable law. However, in no event can Motorola agree to waive the rights of its employees, nor can Motorola provide the Customer with any information protected by law, including but not limited to drug test results.	Motorola cannot agree to waive the rights of its employees or to providing information protected by law, including drug test results.	Rejected, exception not accepted.	7/25/19 Motorola to review 8/8/19 Pursuant to conversation with State on 7/25/19, this provision has limited applicability to DOC and historically Motorola employees have agreed to background checks. Motorola withdraws its exception.
Section 3-B: Uniform Terms & Conditions				
Section 3.1 Books and Records; Audit	Motorola understands and will comply with all applicable Arizona statutes with the clarifying assertion that Motorola considers its books and records, including those related to product cost data, to be trade secrets, confidential or proprietary and as may be provided by Arizona law, should not be used, duplicated or disclosed to any other third party.	Motorola considers its internal books and records confidential and proprietary information.	Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions.	6/10/19 Response Motorola acknowledges the State's audit requirements. The statements here are meant to clarify and assert that any Motorola cost information provided be afforded trade secret protections pursuant to AZ law. 8/9/19, Pursuant to conversation on 7/25/19, vendor cost and price data is not required if State elects to audit Motorola's performance.

ATTACHMENT 5-B Supplement No. 1:

Section 3.4 Inspection and Testing	Motorola acknowledges the State's right to inspect materials, equipment and workmanship at Motorola manufacturing or staging facilities for the limited purpose of evaluating Motorola's performance of this Agreement. Motorola requires thirty days' written notice prior to the inspection of any facility and the State will be responsible for its own costs associated with such inspection. Motorola will restrict inspection of its facilities to areas that are relevant to the performance of the Contract, and to areas which Motorola Solutions does not consider confidential or proprietary in nature. A Motorola representative must accompany State's employees at all times."	Motorola requires sufficient notice of State's intent to inspect Motorola facilities.	Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions.	6/10/19 Response This is a clarification only; Motorola agrees with the State having the contractual right to inspect at its facilities and seeks to outline the parameters of that process 7/25/19 Verbal agreement to remove exception 8/9/19 Motorola concurs.
Section 3.8 Ownership of Intellectual Property	It is Motorola's understanding from past dealings with the State Procurement Office that the State is not interested in obtaining ownership interest in any intellectual property and accordingly, these sections, or any other section that may give ownership rights in intellectual property, are not applicable and be of no cause and effect in this contract.	Motorola is providing products and services that are commercially available to any customer and does not intend to perform any Works For Hire. The Pricing included in Motorola's proposal does not reflect the transfer of any intellectual property rights to the State. If performance results in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), such Discoveries and the intellectual property embodied therein will be owned exclusively by Motorola. If subsequently the State elects to purchase and Motorola elects to sell development services that are intended to result in a new product to be owned by the State, the parties will execute a separate development or Work for Hire agreement.	Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions. If it's not applicable, Offeror shall just ignore this section.	6/10/19 Response Motorola would not be providing any custom development work for the State under this agreement and believes this provision to be non applicable. Would the State please confirm. 8/8/19 Pursuant to 7/25/19 discussion, intellectual property ownership is not contemplated in the agreement.
Section 6.2 Basic Indemnification	Motorola proposes that all indemnification be handled as provided for in Subsection 6.1- Indemnification of the Special Terms and Conditions.	Motorola believes that Workers Compensation is provided for and covered in Subsection 6.1.3 of the Special Terms and Conditions in Section 2-C. The proposed edits are consistent with the indemnification language agreed by the State in previous contracts, including ADSP013-036880.	Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions.	6/10/19 Response Motorola proposes that the general indemnity provisions be governed by Subsection 6.1 within the Special Terms and Conditions in lieu of the basic indemnity outlined in the Uniform terms and conditions; this is consistent with ADSP013-036880. 7/25/19 Verbal agreement to remove exception 8/8/19 Agreed, during the 7/25 conversation, parties agreed if modification need to handle in special T&C

ATTACHMENT 5-B Supplement No. 1:

Section 6.3 Patent and Copyright Indemnification	Please see Section 3 of the attached Additional Provisions which describe Motorola's IP Infringement Indemnifications.	Motorola requests the use of its standard intellectual property infringement indemnities for its solutions.	Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions.	6/10/19 Response Motorola proposes the inclusion of its industry standard IP Infringement Indemnity for its solutions in lieu of the RFP Patent and Copyright Indemnification, which did not appear t be pursuant to State statute. 7/25/19 Verbal agreement to remove exception 8/8/19 Handle in special T&C's
Section 7.2 and 7.3 Conformity and Quality	Please see the attached Section 1 of the Additional Provisions below which explain Motorola's suggested way to address warranty which is in a like manner as in the current contracts between the parties for similar products (i) ADSP013-036613 and (ii) ADSP013-036880.	Motorola proposes addressing the State's warranty requirements in a manner consistent with previous contracts.	Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions.	6/10/19 Response Motorola is proposing its express warranties which apply to its products and services; these are also consistent with the warranty provisions agreed to in previous contracts ADSP013-036613 and ADSP013-036880. 7/25/19 Motorola to compare. Motorola warranty may be exceed requirements. 8/8/19 Motorla accepts, discussion was for clarification.
Section 9.5.3 Termination for Default	Motorola complies subject to excess costs being reasonable and for materials and services not exceeding that specified in the contract less the unpaid portion of the contract price.	Motorola proposes the suggested modifications to clarify termination costs to be reasonable.	Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions. Please see Uniform Terms and Conditions, Section 8 State's Contractual Remedies the State may choose to use prior to Contract Termination.	6/10/19 Response Motorola complies with the language included in 9.5.3 of the Uniform Terms; its modification here is to specify the replacement materials not exceed the specifications of the materials originally purchased (no upgrades). 7/25/19 Added Section 8 language for clarification 8/9/19 Motorola agrees with State's clarification (addition of Section 8 reference).
5C Insurance Certificate	Please see Motorola's Evidence of Coverage Certificate and modifications to the Special Terms and Conditions, Section 6.2, for Motorola's coverage details. Motorola agrees all COI, endorsements and waivers must be valid and provided via email to State Contract Manager within 30 days of contract execution and before any work commences. Motorola's surety requires a signed agreement prior to issuing COI.		Rejected, exception not accepted. The State provides the following clarification: You have 30 days from award (Agreement) to provide Certificates Of Insurance. Pursant to Section 3-A: Instructions to Offerors, 3.0 Offer Preparation, 3.6 Insurance, All COI, endorsements, and waivers must be valid, in place and provided via emailed to the Contracts Manager within 30 days after award and before any work commences as called for in Attachment 5-C [Insurance].	6/10/19 Response Motorola has provided its Evidence of Coverage certificate and references its proposed modifications to the RFP insurance provisions in the Special Terms and Conditions. These modifications are based on statutory as well as Motorola's insurance compliance requirements. 8/14/19 Please see attached revised insurance terms.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

6.0 Risk and Liability

6.1 Contractor Insurance
Please see following proposed
modifications to the Insurance
provisions. Motorola also
encloses its Evidence of
Coverage certificate.

PART 2 of the Solicitation Documents
Template version 2.0 (01-FEB-2017)

SECTION 2-C: Special Terms and Conditions

Page 70 of 101

2

Available online at: Procure.AZ.gov



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Insurance Requirements

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

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

Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability (CGL) – Occurrence Form

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$2,000,000

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

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should be included with the Professional Liability.

Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

2. Business Automobile Liability

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

- Combined Single Limit (CSL) \$1,000,000

Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor or involving automobiles owned, hired and/or non-owned by the Contractor.

Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - o Each Accident \$1,000,000
 - o Disease – Each Employee \$1,000,000
 - o Disease – Policy Limit \$1,000,000

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

4. Professional Liability (Errors and Omissions Liability) including Technology Errors & Omissions and Network Security (Cyber) and Privacy Liability

- Each Claim \$2,000,000
- Annual Aggregate \$6,000,000

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

The policy shall cover Contractor's professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs Contractor provides under this contract.

Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit monitoring, defense and claims expenses, regulatory defense



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption,

Commercial Crime –including employee dishonesty covering liability against direct and verifiable losses of money, securities, products, equipment, material and other property of the State caused by theft or forgery, computer fraud or fund transfers by identifiable employees of in the following limits:

- \$2,000,000 each claim
- \$5,000,000 annual aggregate

~~The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.~~

~~Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.~~

4. Installation Floater

- Coverage amount is \$___TBD At Award of Contract based on Value_____

Policy shall contain an Additional Insured endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.

The State of Arizona and the Department shall be named as loss payee as its interest may appear.

Coverage shall be written on an all risk, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing/commissioning.

Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Arizona, has an insurable interest in the property required to be covered.

Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State of Arizona.

The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, testing and commissioning, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.

Policy shall contain a Waiver of Subrogation endorsement, as required by written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities,

Comment [DAB1]: 9.16.19 After further consultation with its broker and underwriter, Motorola cannot agree to the inclusion of the Additional Insured endorsement within the Professional Liability Policy. It is however, included within the CGL policy.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

officers, officials, agents, and employees for losses arising from work performed by the Contractor for the State of Arizona.

Contractor is responsible for the payment of all deductibles under the Installation Floater.

Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies (excluding the Professional Liability policy) as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation

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

Acceptability of Insurers

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

Verification of Coverage

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

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

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. In the event of a claim from a third party naming the State of Arizona with allegations arising directly out of the products and/or services rendered by Motorola under this contract, the State of Arizona reserves the right to request Motorola as Contractor to provide access to any and all policy(ies) required by the insurance requirements, including all endorsement(s), within 30 business days of such request. Contractor will be permitted to redact any references or endorsements to other customer (non-State of Arizona) information before providing access to the policies.

Subcontractors

Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time

PART 2 of the Solicitation Documents
Template version 2.0 (01-FEB-2017)

SECTION 2-C: Special Terms and Conditions

Page 75 of 101

2

Available online at: Procure.AZ.gov



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications

Upon 60 days' notice to Contractor, the Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action, but will be subject to commercially available terms and conditions on the market place.

Exceptions

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

Comment [K2]: The State would need to make 60 day's notice to Motorola of any change in the insurance requirements and be subject to commercially available terms and conditions in the marketplace and not result in increased premium charges to Motorola. Otherwise, this paragraph is unacceptable. **8.28.19 Procurement will check with Risk Mgmt, but agreed 60 days was reasonable.** **9/9/19 State can agree with exception of 'result in increased premium to Motorola' which such event might occur due to legislative changes.. if high/significant premium increase then State may agree to a price increase.** **9/12/19 Motorola risk and finance agreed with exclusion of 'increased premium charges to Motorola' and includes the 60 days' notice and available marketplace conditions in this revision.** **9.13.19 State will double check with risk mgmt; tentatively accept, State to confirm.**

Motorola Solutions, Inc.

**Change Log to State of Arizona – Additional Provisions-Supplemental Terms –
ADSP019-00008376**

The following are changes that Motorola Solutions, Inc. is submitting to our original proposal submitted on September 4, 2018.

Attachment A

For purposes of showing precedence and the parties' past course of doing business, Solicitations # ADSP013-036880 and ADSP013-036613, which are the current contracts between the Parties for similar products, contain Additional Provisions for limitation of liability, warranty and the inclusion of Motorola's Software License Agreement. With this in mind, Motorola proposes for the State's consideration the inclusion of the following items:

Section 1:

1.1 EQUIPMENT WARRANTY. During the Warranty Period [established in the State of Arizona contract resulting from ADSP019-00008376](#), Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

1.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 1 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software.

1.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

1.4. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for

the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

1.5. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

1.6. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

"Warranty Period" means ~~one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first, the applicable category warranty period defined in the State of Arizona ADSP019-00008376.~~

Section 2 LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement ~~and to the extent permitted by State of Arizona law.~~ Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement.

Section 3 ~~Intentionally Deleted. PATENT AND COPYRIGHT INFRINGEMENT.~~

~~Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.~~

~~If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.~~

~~Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the~~

~~combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.~~

~~This Section provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section are subject to and limited by the restrictions set forth in Motorola's Limitation of Liability.~~

Attachment B. SOFTWARE LICENCE AGREEMENT: For the purposes of showing precedence and the parties past course of doing business, in the Arizona Department of Transportation Solicitation # T11 -43-00008 contract dated September 2, 2010, the State of Arizona's Attorney General agreed to an additional provision that provided for licensing of software in accordance with Motorola's Software License Agreement, which was contemplated in ADSP0 [13](#)-036880. With this in mind, Motorola's Software License Agreement is attached and proposed for inclusion in this contract.

Attachment B

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and the purchaser of products containing Motorola software under the State of Arizona's Agreement [from RFP ADSP019-00008376](#) ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create

derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola

does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the

United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of “commercial computer software” and “computer software documentation” as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola’s valuable proprietary and Confidential Information and are Motorola’s trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

MOTOROLA SOLUTIONS, INC.

PUBLIC COMMUNICATION EQUIPMENT AND SERVICES

EXHIBIT B
SCOPE OF WORK AND PRICING

Billing Address:
PARADISE VALLEY, TOWN OF
6401 E LINCOLN DR
PARADISE VALLEY, AZ 85253
US

Quote Date: 11/03/2021
Expiration Date: 10/07/2022
Quote Created By:
Suzanne Millard
Suzy.Millard@
motorolasolutions.com

End Customer:
PARADISE VALLEY, TOWN OF
Heather Beckwith
hbeckwith@paradisevalleyaz.gov
+1.480.348.3543

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
APX™ 8500						
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	11	\$5,667.00	\$4,136.91	\$45,506.01
1a	GA00580AA	ADD: TDMA OPERATION	11	\$495.00	\$361.35	\$3,974.85
1b	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	11	\$105.00	\$76.65	\$843.15
1c	G51AT	ENH: SMARTZONE	11	\$1,650.00	\$1,204.50	\$13,249.50
1d	G78AT	ENH: 3 YEAR ESSENTIAL SVC	11	\$176.00	\$176.00	\$1,936.00
1e	GA05509AA	DEL: DELETE UHF BAND	11	-\$800.00	-\$584.00	-\$6,424.00
1f	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	11	\$0.00	\$0.00	\$0.00
1g	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	11	\$814.00	\$594.22	\$6,536.42
1h	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	11	\$66.00	\$48.18	\$529.98
1i	G843AH	ADD: AES ENCRYPTION AND ADP	11	\$523.00	\$381.79	\$4,199.69
1j	G444AH	ADD: APX CONTROL HEAD SOFTWARE	11	\$0.00	\$0.00	\$0.00
1k	G67EH	ADD: REMOTE MOUNT E5 MP	11	\$327.00	\$238.71	\$2,625.81



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1l	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	11	\$0.00	\$0.00	\$0.00
1m	G806BL	ENH: ASTRO DIGITAL CAI OP APX	11	\$567.00	\$413.91	\$4,553.01
1n	GA01670AA	ADD: APX E5 CONTROL HEAD	11	\$717.00	\$523.41	\$5,757.51
1o	W22BA	ADD: STD PALM MICROPHONE APX	11	\$79.00	\$57.67	\$634.37
1p	G361AH	ENH: P25 TRUNKING SOFTWARE APX	11	\$330.00	\$240.90	\$2,649.90
2	LSV00Q00202A	DEVICE PROGRAMMING	11	\$75.00	\$75.00	\$825.00
3	LSV00Q00203A	DEVICE INSTALLATION	11	\$525.00	\$525.00	\$5,775.00
4	Trade-In	Trade-In of 11 Radios Expiration Date: 10/07/2022	1	-\$2,750.00	-\$2,750.00	-\$2,750.00

Subtotal \$90,422.20

Estimated Tax \$7,374.00

Grand Total \$97,796.20(USD)

Notes:

- Please include the following on all PO's:
NET 30
SUBJECT TO TERMS AND CONDITIONS PER STATE OF AZ CONTRACT CTR046830



Billing Address:
PARADISE VALLEY, TOWN OF
6401 E LINCOLN DR
PARADISE VALLEY, AZ 85253
US

Quote Date:01/12/2022
Expiration Date:10/09/2022
Quote Created By:
Suzanne Millard
Suzy.Millard@
motorolasolutions.com

End Customer:
PARADISE VALLEY, TOWN OF
Heather Beckwith
hbeckwith@paradisevalleyaz.gov
+1.480.348.3543

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	19	\$3,595.00	\$2,624.35	\$49,862.65
1a	Q361AR	ADD: P25 9600 BAUD TRUNKING	19	\$330.00	\$240.90	\$4,577.10
1b	QA00580AC	ADD: TDMA OPERATION	19	\$495.00	\$361.35	\$6,865.65
1c	Q887AU	ADD: 5Y ESSENTIAL SERVICE	19	\$227.00	\$227.00	\$4,313.00
1d	Q498AY	ENH: ASTRO 25 OTAR W/ MULTIKEY	19	\$814.00	\$594.22	\$11,290.18
1e	H38BT	ADD: SMARTZONE OPERATION	19	\$1,320.00	\$963.60	\$18,308.40
1f	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	19	\$567.00	\$413.91	\$7,864.29
1g	Q629AK	ENH: AES ENCRYPTION AND ADP	19	\$523.00	\$381.79	\$7,254.01
2	LSV00Q00202A	DEVICE PROGRAMMING	19	\$75.00	\$75.00	\$1,425.00
3	Incentive	Trade-in of 19 Radios Expiration Date: 11/03/2022	1	-\$3,325.00	-\$3,325.00	-\$3,325.00
Subtotal						\$108,435.28



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Estimated Tax

\$9,543.00

Grand Total

\$117,978.28(USD)**Notes:**

- SUBJECT TO TERMS AND CONDITIONS PER STATE OF AZ CONTRACT CTR046830



**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

MOTOROLA SOLUTIONS, INC.

PUBLIC COMMUNICATION EQUIPMENT AND SERVICES

EXHIBIT C
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Notices: All notices required under the Agreement shall be sent to:

Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

With mandatory copy to:

Town Attorney
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253



Action Report

File #: 22-250

AGENDA TITLE:

Discussion and Possible Action to Accept Two Governor's Office of Highway Safety (GOHS) Grants

RECOMMENDATION:

Authorize the Town Manager to accept two Governor's Office of Highway Safety grants in the amount of \$10,000 each.

STAFF CONTACT:

TOWN *Of* **PARADISE VALLEY**



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill Keimach, Town Manager
Peter Wingert, Chief of Police

DATE: September 8, 2022

DEPARTMENT: Police Department
Peter Wingert, 480 948-7410

AGENDA TITLE:
Consider the acceptance of a Governor's Office of Highway Safety (GOHS) grant.

RECOMMENDATION:
Staff recommends authorizing the Town Manager to accept two Governor's Office of Highway Safety grants for \$10,000 each.

SUMMARY STATEMENT:
In FY 2022, the Police Department participated in the Governor's Office of Highway Safety grant. During FY 22, the GOHS grant allowed officers to work overtime shifts to specifically seek traffic violations and DUI violators.

The GOHS has offered the Town of Paradise Valley two grants during this federal fiscal year. The grants are to enforce DUI (\$10,000) and Traffic laws (\$10,000). These grants cover the officer's overtime wage and 40% of the employee related expenses associated with the employee, which includes part of the PSPRS match.

BUDGETARY IMPACT:
The acceptance of these grants could have a minimal financial impact on the Town, which will be covered by the current FY 22-23 budget.

ATTACHMENT(S):
A. Staff Report
B. GOHS award letter and contract.



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

July 27, 2022

Chief Peter Wingert
Paradise Valley Police Department
6433 E. Lincoln Drive
Paradise Valley, AZ 85253

Re: FFY 2023 GOHS Grant Application

Contract No.:	Contract Description:	Award Amount:
2023-II-004	DUI/Impaired Driving Enforcement Overtime	\$10,000.00
2023-PTS-041	STEP Enforcement Overtime	\$10,000.00
Not Funded	PTS- Police Vehicle Package	\$84,286.00

Dear Chief Wingert,

The Governor's Office of Highway Safety (GOHS) has completed the review of the proposals submitted for funding for Federal Fiscal Year (FFY) 2023 commencing on October 1, 2022. All of the proposals were carefully considered by an evaluation team at GOHS that reviewed agency performance, program priority area, problem identification, supporting fiscal/data documentation, consistency of reporting, and available funding levels.

As a result of this evaluation process, we are able to include your agency's submitted proposal(s) listed above in **Arizona's FFY 2023 Highway Safety Plan**. However, please be aware that your agency's awarded highway safety project(s) may not have been funded at the amount requested and may be subject to change. Equipment requests placed "ON HOLD" are under further review and may not be funded due to funding constraints, as we strive to make the best use of federal taxpayers' dollars.

All FFY 2023 grants will begin on October 1, 2022. If approval from a Town/City Council or Board of Supervisors is required, your agency should begin the process of scheduling the grant award for approval.

The assigned GOHS project coordinator will be contacting you regarding your project(s) and your agency should have the contract(s) soon. During the interim, do not make any public announcement concerning the grant and do not incur any costs or proceed with any portion of the project until GOHS has written a contract with your agency and it has been signed and executed by both parties.

We appreciate the time and effort put forth by your agency in submitting its proposal(s). Should any questions and/or concerns arise, please feel free to contact your grant project coordinator at 602-255-3216.

Sincerely,

Alberto Gutier
Director, Governor's Office of Highway Safety



Action Report

File #: 22-271

AGENDA TITLE:

Discussion and Possible Action to Authorize Staff to Conduct a Fee Study and Post a Notice of Intent to Assess a New Fee Related to Short-Term Rental Permits

RECOMMENDATION:

Direct staff to conduct a fee study related to issuance of short-term rental permits; advertise the proposed fee on the Town's website for 60-days; and schedule a public hearing for Council consideration to implement the fee.

STAFF CONTACT:

TOWN *Of* **PARADISE VALLEY**



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill Keimach, Town Manager
Andrew J. McGuire, Town Attorney
Duncan Miller, Town Clerk

DATE: September 8, 2022

DEPARTMENT: Town Attorney
Andrew McGuire, 602-257-7664

AGENDA TITLE:

Discussion and possible action to authorize staff to conduct a fee study and post a Notice of Intent to assess a new fee related to short-term rental permits.

RECOMMENDATION:

Direct staff to conduct a fee study related to issuance of short-term rental permits; advertise the proposed fee on the Town's website for 60-days; and schedule a public hearing for Council consideration to implement the fee.

SUMMARY STATEMENT:

In June 2022, the Arizona legislature passed, and the governor signed, SB 1168 amending A.R.S. § 9-500.39 related to short-term rentals. The amended provisions authorize a city or town to require the owner of a vacation rental or short-term rental property to obtain and maintain a local regulatory permit. The statute further provides that a city or town may assess a fee not to exceed the actual cost of issuing the permit or \$250, whichever is less.

Pursuant to A.R.S. § 9-499.15, before imposing a new or increased tax or fee, a city or town must prepare a written report or data supporting the new fee and post notice of the proposed new fee on the home page of the municipality's website at least 60 days before the date the proposed new tax or fee is approved by the Council. Although the short-term rental fee could arguably be exempt from these procedures pursuant to A.R.S. 9-499.15(F)(6), we believe it is prudent and transparent to follow the normal process.

The Town Council will review proposed amendments to the Town's short-term rental ordinance on September 8th including a provision requiring owners to obtain a permit. Increased staffing and allocation of other administrative resources have already been authorized to monitor and enforce short-term rental activities in Town. It is appropriate

for the Council to direct staff to study and make a recommendation related to recovering a portion of the costs associated with enforcing the ordinance.

BUDGET IMPACT:

The proposed fees will offset a portion of the cost to the Town related to registration and permitting of short-term rentals.

ATTACHMENTS:

- A. Staff Report



Action Report

File #: 22-262

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill B. Keimach, Town Manager
Duncan Miller, Town Clerk

DEPARTMENT: Town Manager

AGENDA TITLE:
Consideration of Requests for Future Agenda Items

Council Goals or Other Policies / Statutory Requirements:
Resolution 2018-09: Town Council Rules of Procedure

RECOMMENDATION:
Review the current list of pending agenda topics.

SUMMARY STATEMENT:
Attached is the most recent Town Council Study Session Topic Schedule. Pursuant to the Council's Rules and Procedures, as adopted by Resolution Number 2018-09, any member of the Council may move to have the Town Manager add an item to a future agenda. Upon concurrence of two or more Council Members, which may include the Mayor, the item will be added to the pre-business meeting study session agenda within the next two regularly scheduled Town Council meetings.

Discussion on the motion to add an item to a future agenda shall be limited to the propriety of placing the item on an agenda and shall not include discussion on the merits of the topic itself.

BUDGETARY IMPACT:
None

ATTACHMENT(S):
Future agenda topics schedule

TOWN COUNCIL STUDY SESSION TOPIC SCHEDULE

September 2, 2022

[illegible]

12/08	01/12	01/26	02/09
3 PM EXECUTIVE SESSION 4 PM STUDY SESSION PRESENTATION CONSENT PUBLIC HEARING ACTION ITEMS	Swearing in Ceremony for New Council Term	3 PM EXECUTIVE SESSION 4 PM STUDY SESSION PRESENTATION <ul style="list-style-type: none"> Annual Committee Reports (TBD) CONSENT PUBLIC HEARING ACTION ITEMS	3 PM EXECUTIVE SESSION 4 PM STUDY SESSION PRESENTATION CONSENT PUBLIC HEARING ACTION ITEMS

<u>Items to be scheduled*</u> <ol style="list-style-type: none"> SUP Guidelines (Community Development) Cell Infrastructure on SUP Crown Castle Agreement (Attorney) Mockingbird Ln Project – Lincoln to McDonald (Engineering) Master Fee Schedule Update (Finance) General Code Cleanup (Community Development) Investment Committee (Finance) PV Doubletree Resort Lot Combo (Community Development) Committee Volunteer Interviews (Town Clerk) 	<ol style="list-style-type: none"> Alarm Ordinance (Police Department) Sanitary Sewer – Executive Session (Attorney) Council Minutes Policy (Town Clerk) Parking in the Right of Way (Pad Treatments) Voluntary Water Conservation Outreach and Education Fire Replacement Vehicle per Phoenix Contract Ordinance 2022-03 Report on Implementation and Effectiveness (01/27/2023) Council Retreat (January 2023) Committee Updates (Town Clerk)(Jan – Mar) Montessori School Art Exhibit Feb 23
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*Numbering does not reflect priority or order in which items will be scheduled