

**CITY OF APACHE JUNCTION  
AGREEMENT FOR LIBRARY SHELVING**

**PROJECT NO. 23002**

THIS AGREEMENT is made as of the 18<sup>th</sup> day of April 2023 (the "Effective Date") by and between the CITY OF APACHE JUNCTION, an Arizona municipal corporation ("City"), and AADS OFFICE SOLUTIONS INT'L an Arizona limited liability company, ("Consultant"), both of which may be hereinafter referred to collectively as the "Parties", or individually as "Party".

**RECITALS**

A. City desires to retain a consultant to assist in a comprehensive work described in the City's request for proposal (the "RFP" and response both being considered the "Contract Documents") via RFP No. 23002 and to make payment for the same, in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda which are appended hereto by mutual agreement of the Parties.

B. The open market procedures have been satisfied to the extent they apply.

C. The Parties have set forth below contemplated services Consultant will provide City, including payment terms for such services and products.

**AGREEMENT**

NOW, THEREFORE, in consideration of the Recitals noted above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **CONSULTANT'S DUTIES:** Consultant agrees to perform the professional services detailed in RFP No. 23002.

2. **COMPENSATION:** In accordance with the terms and conditions of this Agreement, City shall compensate Consultant for professional services in an amount not to exceed One hundred sixty-two thousand four hundred seventy-six dollars and sixty cents (\$162,476.60), which includes a 10% contingency fee for any change orders, in accordance with the price sheet set forth in Exhibit A.

3. **CONSULTANT BILLING:** Consultant shall bill City on a time and expense basis in a total amount not to exceed Section 2 above. City shall pay such billings within thirty (30) calendar days of the date of receipt.

4. **TERM/RENEWAL**: The term of this Agreement starts on April 18, 2023 and ends on December 31, 2023. Following the initial term, the Parties may not renew or extend this Agreement.

5. **CITY'S STANDARD OF PERFORMANCE**: City shall furnish Consultant with all data, information and other supporting services specified in Exhibit A.

6. **CONSULTANT'S STANDARD OF PERFORMANCE**: While performing the services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Phoenix Metropolitan Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise. Consultant shall be responsible for all errors and omissions Consultant commits in the performance of this Agreement.

7. **NOTICES**: All notices to a Party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following:

If to City: Apache Junction Library  
Pamela Harrison  
1177 N. Idaho Rd.  
Apache Junction, AZ 85119

If to Consultant: AADS Office Solutions  
Melissa Galarza  
2136 E. Mountain Sky Ave.  
Phoenix, AZ 85048

8. **INSURANCE**: Consultant, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed in the State of Arizona with policies and forms satisfactory to City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of City, constitute a material breach of this Agreement.

Consultant's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, officers, officials and employees for any claims arising out of Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Consultant shall be solely responsible for the deductible and/or self-retention and City, at its option, may require Consultant to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. City shall not be obligated, however, to review same or to advise Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed a waiver of, City's right to insist on strict fulfillment of Consultant's obligations under this Agreement.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Agreement, shall name City, its agents, officers, officials and employees as Additional Insureds.

## REQUIRED COVERAGE

### Commercial General Liability

Consultant shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as that on Insurance Service Office, Inc. Policy Form No. CG 00011093, or the equivalent thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, or the equivalent thereof, and shall include coverage for Consultant's operations and products and completed operations.

If required by this Agreement, if Consultant sublets any part of the work, services or operations, Consultant shall purchase and maintain, at all times during prosecution of the work, services or operations under this Agreement, an Owner and Consultant's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of Consultant's work, service or operations under this Agreement. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues Consultant's Commercial General Liability insurance.

#### Automobile Liability

Consultant shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Consultant's owned, hired, and non-owned vehicles assigned to or used in performance of Consultant's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or the equivalent thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

#### Workers' Compensation

Consultant shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

By execution of this Agreement, Consultant certifies as follows:

"I am aware and understand the provisions of A.R.S. § 23-901 *et seq.* which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of this chapter, and I will comply with such provisions before commencing the performance of the work of this Agreement."

If Consultant has no employees for whom workers' compensation insurance is required, Consultant shall submit a declaration or affidavit to City so stating and covenanting to obtain such insurance if and when Consultant employs any employees subject to coverage.

In case any work is subcontracted, Consultant will require subcontractors to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Consultant.

### Professional Liability

Consultant retained by City to provide the work or service required by this Agreement will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant, with a limit of not less than \$1,000,000 each claim.

### Certificates of Insurance

Prior to commencing work or services under this Agreement, Consultant shall furnish City with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect. The form of the certificates of insurance and endorsements shall be subject to the approval of the Apache Junction City Attorney's Office, shall comply with the terms of this Agreement, and shall be issued and delivered to City Attorney, City of Apache Junction, 300 East Superstition Boulevard, Apache Junction, AZ 85119.

In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Consultant's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Agreement, a renewal certificate must be sent to City thirty (30) calendar days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. Policies or certificates and completed forms of City's Additional Insured Endorsement (or a substantially equivalent insurance company form acceptable to the City Attorney) evidencing the coverage required by this section shall be filed with the City and shall include the City as an additional insured. The policy or policies shall be in the usual form of a public liability insurance, but shall also include the following provision:

"Solely as respects work done by or on behalf of the named insured for the City of Apache Junction, it is agreed that the City of Apache Junction and its officers and employees are added as additional insureds under this policy."

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) calendar days' prior written notice to City.

9. **APPLICABLE LAW AND VENUE:** The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorney fees, necessary witness fees and court costs to be determined by the court in such action.

10. **FORCE MAJEURE:** Neither City nor Consultant, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an "Enforced Delay") due to causes beyond its control and without its fault or negligence or failure to comply with applicable laws, including, but not restricted to, acts of God, fires, floods, epidemics, pandemics, quarantine, restrictions, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the obligations under this Agreement. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular Consultants, subcontractors, vendors or investors desired by Consultant in connection with the obligations under this Agreement. Consultant agrees that Consultant alone will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of the provisions of this Section shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days.

11. **TERMINATION:** This Agreement may be terminated by either Party for any reason upon one (1) months' written notice. If this Agreement is terminated, City shall be reimbursed from Consultant the amount paid for any undelivered and/or unaccepted products or services. Upon termination, City

agrees to pay for all delivered, accepted, and properly invoiced services that were provided up to the announced Termination Date.

12. **INDEMNIFICATION:** To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless City, its board members and appointed officers, officials, agents, and employees from and against any and all liability including but not limited to demands, claims, actions, fees, costs and expenses, including attorney and expert witness fees, arising from or connected with, or alleged to have arisen from or connected with, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, Work or services of Consultant, its agents, employees, or any tier of Consultant's subconsultant in the performance of this Agreement, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of Consultant or its subconsultants in the performance of this Agreement or any subcontract. Consultant's duty to defend, hold harmless and indemnify City, its board members and appointed officers, officials, agents, and employees shall arise in connection with any tortious claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by an Consultant's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of Consultant, any tier of Consultant's subconsultant or any other person for whose acts, errors, mistakes, omissions, Work or services Consultant may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

13. **TAXES:** Consultant shall pay all license, sales, consumer, transaction privilege, use and other similar taxes for services provided by Consultant which are legally enacted at the time the obligations under this Agreement are performed.

14. **PERMITS & FEES:** Unless otherwise provided in this Agreement, Consultant shall secure and pay for all applicable permits, government fees, licenses and inspections necessary for the proper execution and completion of services which are customarily secured after execution of the Agreement. Consultant shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the obligations. Consultant represents and warrants that any license necessary to perform the services under this Agreement is current and valid. Consultant understands that the activity described herein constitutes "doing business in the City of Apache Junction" and Consultant agrees to obtain a business license pursuant to Chapter 8 of the Apache Junction City Code, Vol. I, and keep such license current during the term of this Agreement. Consultant also acknowledges that the tax provision of the Apache Junction Tax Code, Chapter 8A, may also apply and if so, shall obtain a transaction privilege license and/or other licenses as may be required by all applicable laws. Further, Consultant

agrees to pay all applicable privilege and use taxes that are applicable to the activities, products and services provided under this Agreement.

15. **RECORDS**: Records of Consultant's labor, payroll, and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Consultant shall maintain records for a period of at least two (2) years after termination of this Agreement and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

16. **RIGHT OF CITY TO CONTRACT WITH OTHERS**: Nothing in this Agreement shall imply City is obligated to obtain the services described herein with only this particular Consultant.

17. **INDEPENDENT CONTRACTOR**: City and Consultant agree and understand that the relationship between both Parties is that of an independent contractor.

18. **WAIVER OF TERMS AND CONDITIONS**: The failure of City or Consultant to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

19. **COMPLIANCE WITH FEDERAL AND STATE LAWS**: Consultant understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to the services performed under this Agreement.

As required by A.R.S. § 41-4401, Consultant hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Consultant further warrants that after hiring an employee, Consultant will verify the employment eligibility of the employee through the E-Verify program. If Consultant uses any subcontractors in performance of services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of this Agreement. Consultant is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. City at its option may terminate this Agreement after the third violation. Consultant shall not be deemed in material breach of this Agreement if the Consultant and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S.



§ 23-214(A). City retains the legal right to inspect the papers of any Consultant or subcontractor employee who works under this Agreement to ensure that the Consultant or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

20. ENTIRE AGREEMENT: This Agreement and any attachments represent the entire agreement between City and Consultant and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Written and signed amendments shall automatically become part of the Supporting Documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

21. SEVERABILITY: City and Consultant each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or city code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

22. SUCCESSORS, ASSIGNMENT & DELEGATION: City and Consultant each bind themselves, their partners, successors, assigns and legal representatives to the other Party hereto and to the partners, successors, assigns and legal representatives of such other Party in respect to all covenants, agreements and obligations contained in this Agreement. Neither Party to the Agreement shall assign the Agreement or sublet it as a whole or delegate the duties hereunder, without the written consent of the other, nor shall Consultant assign any monies due or to become due to it without the previous written consent of City.

23. ACCURACY OF WORK: Acceptance of services or work by City shall not relieve Consultant of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities. Consultant shall make all

necessary revisions or corrections resulting from errors and omissions on the part of Consultant without additional compensation.

24. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.


25. **PROHIBITION TO CONTRACT WITH CONSULTANTS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL:** The Parties acknowledge A.R.S. §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with Consultants who engage in boycotts of the State of Israel. Should Consultant under this Agreement engage in any such boycott against the State of Israel, this Agreement shall be deemed automatically terminated by operation of law. Any such boycott is a material breach of contract.

26. **CONFLICTS OF INTEREST:** This Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, Consultant and City have executed this Agreement as of the date first set forth above.

**CONTRACTOR:**

AADS OFFICE SOLUTIONS, INT'L  
an Arizona limited liability company

By:   
Title: President

**CITY:**

CITY OF APACHE JUNCTION, an Arizona  
municipal corporation:

By: Walter "Chip" Wilson  
Title: Mayor

ATTEST:

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Jennifer Pena  
City Clerk

APPROVED AS TO FORM:

 3.22.23

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Richard J. Stern  
City Attorney

STATE OF Arizona)  
COUNTY OF Maricopa) ss.

The foregoing was subscribed and sworn to before me this 10  
day of March, 2023 by Dana Garciaas President of  
AADS OFFICE SOLUTIONS, INT'L, an Arizona limited liability company.

Sherr Johnson  
Notary Public

My Commission Expires:  
6/14/2023



STATE OF ARIZONA )  
COUNTY OF PINAL ) ss.

The foregoing was subscribed and sworn before me this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_, by Walter "Chip" Wilson, as Mayor of the City of  
Apache Junction, Arizona, an Arizona municipal corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

# EXHIBIT A



**Administration & Billing**

2136 E. Mountain Sky Avenue  
Phoenix, AZ 85048

800-927-6101  
800-647-9624 (Fax)

# QUOTATION

Quotation No.	Page
4441-B	1
Date: 02/24/2023	

**Bill To:**

CITY OF APACHE JUNCTION  
300 EAST SUPERSTITION BLVD  
APACHE JUNCTION, AZ 85119

**Ship To:**

APACHE JUNCTION PUBLIC LIBRARY  
1177 N. IDAHO RD.  
APACHE JUNCTION, AZ 85119

Phone: (480) 982-8002 Fax: () -

Cust. No.	Quote Expiration	Prepared For	Ship Via	Prepared By	Terms
AP8002	03/31/2023		FREIGHT	MELISSA	NET 30 DAYS

Order Quantity	Description	Unit	Unit Price	Extended Price
1	<p>LIBRARY SHELVING, RFP PROJECT NO. 23002 AADS IS A CERTIFIED WOMAN-OWNED SMALL BUSINESS</p> <p>SPACEFILE SUPREME CANTILEVER SHELVING PER THE ATTACHED LAYOUT, ELEVATIONS, SPECIFICATIONS AND SCOPE OF WORK SCOPE OF WORK INCLUDES TURNKEY SOLUTION WITH DESIGN, PROVIDING AND INSTALLING NEW LIBRARY SHELVING, REMOVAL AND REPLACEMENT OF CONTENTS, DISASSEMBLY, REMOVAL, AND DISPOSAL OF EXISTING SHELVING PRODUCT TO BE RECEIVED ON-SITE AND INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS</p> <p>6 BOOK SUPPORTS FOR DISPLAY PER END CAP IN CENTER AISLE CASTERS INCLUDED, 1 BASE FOR EVERY 2 UNITS NO OVERHEAD LIGHTING INCLUDED</p> <p>NOTES: - AADS IS NOT RESPONSIBLE FOR THE CONDITION OF FLOORING ONCE EXISTING SHELVING IS REMOVED. EVERY EFFORT WILL BE MADE TO PRESERVE THE FLOOR. SOME REPAIRS COULD BE NECESSARY</p>	LOT	139,450.00	139,450.00

continued...



Administration & Billing

2136 E. Mountain Sky Avenue  
Phoenix, AZ 85048

800-927-6101  
800-647-9624 (Fax)

# QUOTATION

Quotation No.	Page
4441-B	2
Date: 02/24/2023	

*Bill To:*

**CITY OF APACHE JUNCTION  
300 EAST SUPERSTITION BLVD  
APACHE JUNCTION, AZ 85119**

*Ship To:*

**APACHE JUNCTION PUBLIC LIBRARY  
1177 N. IDAHO RD.  
APACHE JUNCTION, AZ 85119**

Phone: (480) 982-8002 Fax: () -

Cust. No.	Quote Expiration	Prepared For	Ship Via	Prepared By	Terms
AP8002	03/31/2023		FREIGHT	MELISSA	NET 30 DAYS

Order Quantity	Description	Unit	Unit Price	Extended Price
	<ul style="list-style-type: none"> <li>- ALL MEASUREMENTS TO BE FIELD VERIFIED</li> <li>- INSTALLATION TO OCCUR DURING NORMAL BUSINESS HOURS</li> <li>- SITE MUST HAVE UNLOADING SPACE AND PAVED ACCESS TO FACILITY AND UNIMPEDED ACCESS TO INSTALLATION AREA</li> <li>- UNLOADING DOCK TO BE PROVIDED BY CUSTOMER</li> <li>- BUILDING TO HAVE ELECTRICITY, LIGHTING AND STAGING AREA AT TIME OF INSTALLATION</li> <li>- BUYER IS RESPONSIBLE FOR ANY PERMITS OR INSPECTIONS UNLESS OTHERWISE STATED</li> <li>- MUST HAVE SIGNED CUSTOMER APPROVAL WITH COLOR CHOICES PRIOR TO RELEASING ORDER INTO PRODUCTION</li> <li>- ANY CHANGES TO INSTALLATION DATE ONCE PRODUCT IS IN PRODUCTION WILL RESULT IN ADDITIONAL CHARGES</li> <li>- BOND COSTS, IF APPLICABLE, NOT INCLUDED (RATE 1.5%)</li> <li>- PREVAILING WAGE INCLUDED</li> <li>ESTIMATED MATERIAL LEAD TIME 10 - 12 WEEKS FROM CUSTOMER APPROVALS</li> <li>- ADDENDUMS 1 - 2 ACKNOWLEDGED</li>   <li>- DUE TO THE CURRENT COVID-19 PANDEMIC, DATES FOR MATERIAL SHIPPING AND INSTALLATION MAY BE SUBJECT TO CHANGE</li> </ul>			
continued...				



Administration & Billing

2136 E. Mountain Sky Avenue  
Phoenix, AZ 85048

800-927-6101  
800-647-9624 (Fax)

# QUOTATION

Quotation No.	Page
4441-B	3
Date: 02/24/2023	

Bill To:

CITY OF APACHE JUNCTION  
300 EAST SUPERSTITION BLVD  
APACHE JUNCTION, AZ 85119

Ship To:

APACHE JUNCTION PUBLIC LIBRARY  
1177 N. IDAHO RD.  
APACHE JUNCTION, AZ 85119

Phone: (480) 982-8002 Fax: () -

Cust. No.	Quote Expiration	Prepared For	Ship Via	Prepared By	Terms
AP8002	03/31/2023		FREIGHT	MELISSA	NET 30 DAYS

Order Quantity	Description	Unit	Unit Price	Extended Price
	- QUOTES ARE ONLY VALID UNTIL THE EXPIRATION DATE SHOWN DUE TO THE VOLATILITY OF STEEL AND FREIGHT PRICES. - PRICING WILL NEED TO BE RE-EVALUATED AFTER QUOTE EXPIRATION DATE			
COMMENTS:			Material Only	
			Sales Tax	8,256.00
			Total	147,706.00

Acceptance: The above prices, specifications, and terms are satisfactory and hereby accepted

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Deposit Amount: \_\_\_\_\_ Paid by Check#: \_\_\_\_\_

Credit Card (VISA/MC): \_\_\_\_\_ Exp Date: \_\_\_\_\_

Name on CC: \_\_\_\_\_ CCV \_\_\_\_\_

Billing Address for CC: \_\_\_\_\_

CREDIT CARD PAYMENTS  
ARE SUBJECT TO 3%  
PROCESSING FEE.







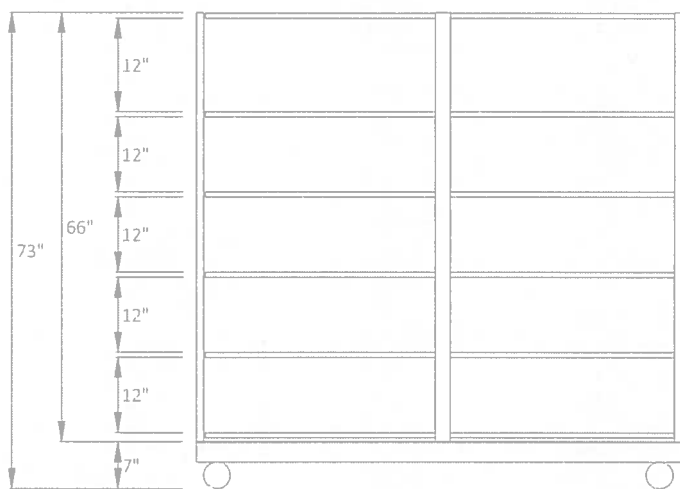
For: AADS Office Solutions  
 Re: Apache Junction Library  
 Static Supreme Cantilever Shelving  
 Spacefile Layout # 221116 - EC3 - Apache Junction Library - V7

Layout Approved

PH

This document is proprietary to Spacefile International Corp. Any dissemination or distribution of this document in whole or in part, or copies thereof, to any third party without Spacefile International Corp.'s prior written consent is strictly prohibited.

## Elevation A - Fiction Book Shelving



System:  
 - Spacefile Supreme Cantilever Shelving

Shelving:  
 - Spacefile Supreme Cantilever Shelving  
 - Fully Adjustable in 1" Height Increments  
 - 12" Deep Shelving  
 - 5 Shelf Openings  
 - Steel Canopy Tops  
 - Laminate End Panels

Finish:  
 - Durable Powder Coat Finish (High Resistance to Abrasion/Impact)  
 - Available in our 12 Standard Colors/ Finishes  
 - Selected Color: Retail Gray (steel) with blue steel book supports

Capacity:  
 620 Shelves Total  
 Nominal Filing Inches = 22,320"

Weight/Loading:  
 - Empty System Weight (Equipment Weight) = 17,475 lbs

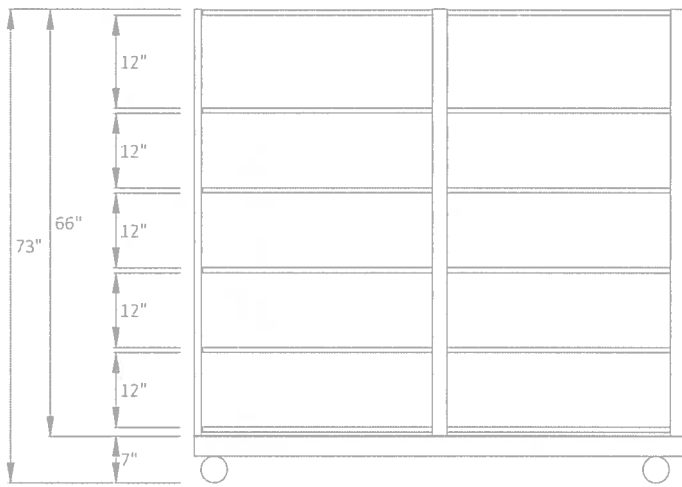


For: AADS Office Solutions  
 Re: Apache Junction Library  
 Static Supreme Cantilever Shelving  
 Spacefile Layout # 221116 - EC3 - Apache Junction Library - V7

Layout Approved

PH

## Elevation B - CD/DVD/Video Games



### System:

- Spacefile Supreme Cantilever Shelving

### Shelving:

- Spacefile Supreme Cantilever Shelving
- Fully Adjustable in 1" Height Increments
- 10" Deep Shelving
- 5 Shelf Openings
- Sloped Display Shelves
- Steel Canopy Tops
- Laminate End Panels

### Finish:

- Durable Powder Coat Finish (High Resistance to Abrasion/Impact)
- Available in our 12 Standard Colors/ Finishes
- Selected Color: Retail Gray (steel) with blue steel book supports

### Capacity:

320 Shelves Total  
Nominal Filing Inches = 11,520"

### Weight/Loading:

- Empty System Weight (Equipment Weight) = 8,667 lbs

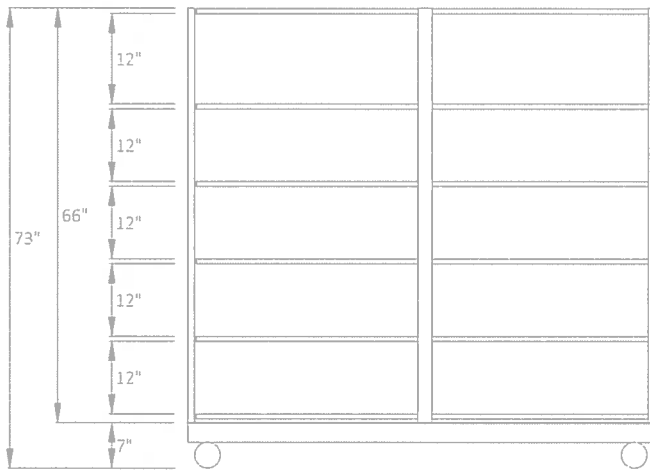


For: AADS Office Solutions  
Re: Apache Junction Library  
Static Supreme Cantilever Shelving  
Spacefile Layout # 221116 - EC3 - Apache Junction Library - V7

Layout Approved

PH

## Elevation C - Audio Book Shelving



System:  
- Spacefile Supreme Cantilever Shelving

Shelving:  
- Spacefile Supreme Cantilever Shelving  
- Fully Adjustable in 1" Height Increments  
- 12" Deep Shelving  
- 5 Shelf Openings  
- Steel Canopy Tops  
- Laminate End Panels

Finish:  
- Durable Powder Coat Finish (High Resistance to Abrasion/Impact)  
- Available in our 12 Standard Colors/ Finishes  
- Selected Color: Retail Gray (steel) with blue steel book supports

Capacity:  
40 Shelves Total  
Nominal Filing Inches = 1,440"

Weight/Loading:  
- Empty System Weight (Equipment Weight) = 1,127 lbs



For: AADS Office Solutions  
Re: Apache Junction Library  
Static Supreme Cantilever Shelving  
Spacefile Layout # 221116 - EC3 - Apache Junction Library - V7

Layout Approved

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Spacefile International has been in business for over 50-years and provides industry-leading high density storage systems. We have a network of representatives and certified installers across North America and the Caribbean. Spacefile International builds all our own products in our North American manufacturing facility. We have decades of experience in research, testing and design of high density mobile storage systems. Our purpose is to provide products of the highest value regarding price, usability, safety, durability and product lifespan.

### **Supreme Cantilever Shelving**

Create an attractive and functional area with Spacefile International's extensive selection of display shelving and equipment. Innovative design concepts are aimed to exhibit virtually any product and offer efficient utilization of space for any area. Cantilever components go through robust and rigorous testing to ensure safety, reliability and durability. An extensive range of shelving, accessories, finishes and end panels are available.

Media shelves, bookshelves, canopy shelves, zigzag shelving, periodical, and retail displays can be installed on all our mobile systems. The modular nature of this product also allows you to add-on, move the system or reconfigure it to suit environment you wish to create. Powder paint coating provides an attractive, durable coating with superior performance qualities.

### **Powder Coat Paint**

All Spacefile International metal products are finished with powder coat paint, providing a durable hard surface with superior performance qualities. Powder coating provides excellent abrasion, impact, corrosion, stain, and chemical resistance, exceeding stringent scuff, scratch and chip requirements of the American Library Association. Powder coat paint also emits negligible VOC's (volatile organic compounds) for a cleaner, healthier indoor environment. Paint is available in any of our 12 standard colors, our eco-friendly paint option and custom.

Spacefile International's commitment to our community and our environment directs how we manage and grow our business. We monitor emerging environmental trends, technological advancements and regulatory changes to guide our actions and environmental policies. We collaborate with our suppliers and customers to reduce the environmental impacts of our products and services throughout the supply chain to ensure continuous improvement in our environmental practices. Spacefile International is committed to being environmentally responsible.

We take pride in our work and have completed many marquee projects over our 50+-year history. We take our commitment to the environment very seriously and have some of the most environmentally friendly products in the industry. Our entire team works very hard to ensure each project is completed to the satisfaction of the end users.

Thank you for the opportunity, we would greatly appreciate your business.

## Spacefile International Product Warranty

LT Shelving, S-Line Shelving, Supreme Cantilever, Mechanical Components

**Spacefile International Corp.** warrants to the original purchaser that Spacefile manufactured product will be free of defects in materials or workmanship. Spacefile will provide a five (5) year parts and one (1) year labour warranty from date of shipment for all Spacefile mechanical components, Spacefile LT Shelving, Spacefile S-Line Shelving and Spacefile Supreme Cantilever shelving.

### Other

This product warranty is contingent upon the normal and proper use of the product. Damage resulting in whole or in part from alteration, misuse, abuse, neglect, fire, accident, flood, or act of God; improper use or application of the product; or any defect in products not covered by this warranty. Structural frames exclude all moving parts, guides or controls with immediate contact with moving parts.

This warranty does not apply to defects arising from accidents, misuse, improper installation or operation, normal wear and tear, neglect, unauthorized repair or alteration.

Spacefile's obligation to repair or replace any product which fails to meet the expressed warranty set forth above, is the sole and exclusive remedy for a breach of such warranty. The expressed warranty is the sole warranty with respect to the product and is in lieu of all other warranties for merchantability and fitness for a particular purpose.

Under no circumstances shall Spacefile be liable for any consequential, incidental, special or exemplary damages arising out of or connected with the delivery, sale, use, or performance of the product, even if Spacefile is apprised of the likelihood of such damages occurring.

In no event shall Spacefile's liability (whether in contract, tort, or otherwise) for damages arising out of or relating to a breach of the above expressed warranty exceed the purchase of the product. Such limitation on liability, shall without limitation, be applicable in the event that the sole remedy of repair or replacement for a breach of the above expressed warranty fails of its essential purpose or is otherwise unenforceable.

In the event of repairs or replacements, the warranty period shall be extended equal to the time for loss of use. This warranty is not transferrable.